

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR A FACILITY NEEDS ASSESSMENT OF EMERGENCY OPERATION CENTER AND  
THE OFFICE OF EMERGENCY MANAGEMENT OF FORT BEND COUNTY  
SOQ 17-072**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Pierce Goodwin Alexander & Linville, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor conduct a needs assessment of the Emergency Operation Center and the Office of Emergency Management facility, including but not limited to the provision of a written report explaining the current physical condition of the building (i.e., plumbing, electrical, structural, HVAC, size, etc.), compare to needs of the operation and compare to other comparable emergency operation centers, (hereinafter "Services") pursuant to SOQ 17-072; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as described in the Scope of Services and Fee Proposal dated July 14, 2017, attached hereto as Exhibit A and incorporated herein for all purposes.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-four thousand seven hundred forty dollars and no/100 (\$64,740.00), which includes a fee of \$62,240.00 for Services and up to \$2,500.00 in reimbursable expenses. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Emergency Management Coordinator, one (1) electronic (pdf) copy and/or one (1) original hard copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of sixty-four thousand seven hundred forty dollars and no/100 (\$64,740.00), specifically allocated to fully discharge any and all liabilities County may incur. Any additional funds made available may only be allocated pursuant to a written agreement executed by the parties.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed sixty-four thousand seven hundred forty dollars and no/100 (\$64,740.00). Notwithstanding the foregoing, any increase in the maximum sum that County may become liable to pay to Contractor shall be pursuant to a written agreement executed by the parties.

## **Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with issuance of the purchase order and end no later than ninety (90) calendar days thereafter. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

## **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's

final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request. If the County modifies and/or uses the documents for any reason other than their intended use, without Contractor's authorization, the Contractor shall be released from any liability as a result of such action.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability



for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND PAY TO DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under

this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Office of Emergency Management  
Attn: Emergency Management Coordinator  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Pierce Goodwin Alexander & Linville, Inc.  
Attn: Paul Bonnette  
3131 Briarpark Drive, Suite 200  
Houston, Texas 77042  
[pbonnette@pgal.com](mailto:pbonnette@pgal.com)

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Representation**

16.1 Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor represents to County that the Services will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Section 17. Federally Required Clauses:**

17.1 Equal Employment Opportunity – Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



17.2 Civil Rights – The following requirements shall apply:

17.2.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, age, status as a parent or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Office of the Governor and U.S. Department of Homeland Security may issue.

17.2.2 Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.2.3 Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Office of the Governor and U.S. Department of Homeland Security may issue.

17.2.4 Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Office of the Governor and U.S. Department of Homeland Security may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Office of the Governor and U.S. Department of Homeland Security, modified only if necessary to identify the affected parties.

17.3 Fly America – Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-

10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation

17.4 Government-wide Debarment and Suspension – Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

17.5 Child Support – Under Section 231.006, Family Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

17.6 Debt to State – County shall not be responsible for the debts of the Contractor or its subcontractor(s).

17.7 Prevailing Wage (Davis-Bacon) and Copeland Anti-Kickback Acts – Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148).

17.7.1 When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

17.7.2 In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.7.3 The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

17.8 Prompt Payment – Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Underlying Agreement is satisfactorily completed.

17.9 Energy Conservation – Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17.10 Access to Records and Reports – Contractor agrees to provide County, the Office of the Governor and U.S. Department of Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Underlying Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

17.10.1 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

17.10.2 Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333.

17.10.3 Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Underlying Agreement for a period of not less than three years after the date of termination or expiration of the Underlying Agreement, except in the event of litigation or settlement of claims arising from the performance of the Underlying Agreement, in which case Contractor agrees to maintain same until County, the Office of the Governor and U.S. Department of Homeland Security, the Comptroller General, or any of

their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

17.11 ADA Access – Contractor agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

17.12 Veterans Preference – Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

17.13 Environmental Protections – Contractor agrees to, and assures that it will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

17.14 Other Environmental Federal Laws – Contractor agrees to comply or facilitate compliance will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

17.15 Resource Recovery (formerly Recycled Products) (Procurement of \$10,000 or more per year for items designated by EPA) – Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection



Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

#### **Section 18. Assignment**

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 19. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

#### **Section 20. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

#### **Section 21. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

#### **Section 22. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

#### **Section 23. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

#### **Section 24. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 25. Conflict**

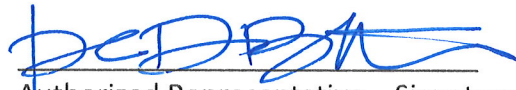
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

Pierce Goodwin Alexander & Linville, Inc.

\_\_\_\_\_  
Robert E. Hebert, County Judge

  
\_\_\_\_\_  
Authorized Representative – Signature

\_\_\_\_\_  
Date

PAUL D. BONNETTE, PRINCIPAL  
\_\_\_\_\_  
Authorized Representative – Name, Title

ATTEST:

7/24/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

\_\_\_\_\_  
Jeff Braun, Emergency Management Coordinator

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\OEM\17-072 Needs Assessment\Agreement - Needs Assessment.PGAL.v2.1.docx 7/24/17

Agreement for a Facility Needs Assessment

SOQ 17-072

Page 14 of 14

PB

# EXHIBIT A



July 14, 2017

Deputy Doug Barnes  
Fort Bend County Office of Emergency Management  
307 Fort Street  
Richmond, Texas 77469  
Voice: 281-238-3417  
Email: [Douglas.Barnes@fortbendcountytexas.gov](mailto:Douglas.Barnes@fortbendcountytexas.gov)

RE: Scope of Services and Fee Proposal  
Fort Bend County EOC Needs Assessment, Richmond, Texas

Dear Mr. Barnes:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this scope of work and fee proposal for the needs assessment of Fort Bend County's Emergency Operations Center (EOC). This will include review of existing building conditions, determination of departmental space requirements, comparison to EOCs of other similarly sized counties, and recommendations for how to best achieve the goals determined by the assessment. These services will be provided by our PGAL team and our consultants as follows:

Architecture, Civil & Project Management	PGAL
Structural Consultant	SCA
MEP Consultant	IA Naman + Associates
Telecommunications and Security Consultant	Ferguson Consulting
Audio Visual Consultant	SM&W

The scope of work anticipated includes the following:

- Condition assessment of the existing facility to include a building code and ADA/TAS compliance analysis, structural integrity, architectural, MEP, communications, security and audio-visual systems condition. Ability of existing utilities and building systems will also be evaluated to determine degree of redundancy, and ability to operate during events.
- Program development and space needs based on current needs and anticipated departmental staff growth over a 20-year planning period, considering anticipated future county population growth.
- The space needs program will be compared to similar facilities for counties of similar size.
- The existing building will be studied to determine if it can accommodate the space and parking needs determined during program development.



Anticipated deliverables during this initial phase of work includes the following:

- Facility program for planned 5, 10 and 20-year planning horizons.
- Existing site and building analysis for planning / design / reuse and renovation or demolition of facilities and utility capacity analysis.
- Site planning of buildings potential additions, parking, outdoor areas and landscaping
- Facility planning of programmed department needs for emergency and administrative functions.
- Conceptual project budgets for renovation/addition vs. new building.
- Final report and/or workshop to be presented to Commissioner's Court.

We are prepared to complete the scope of work within a 90-day time period. The schedule will commence upon acceptance of this proposal or execution of a contract.

PGAL will provide the services and deliverables described above, to include a building condition assessment, space needs assessment, programming and planning for a lump sum fee of \$62,240, excluding reimbursable expenses. Reimbursable expenses, including printing, deliveries and mileage, will be billed at cost for an estimated not-to-exceed \$2,500. Land surveys and geotechnical investigations, and consultants other than those listed, if required, will be considered additional services. Upon commencement with the project, PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

We hope this proposal meets with your expectations for the scope of services and proposed deliverables and. Thank you again for the opportunity to once again serve Fort Bend County. Please contact me at 713-968-9358 should you have any questions or comments regarding this proposal.

Sincerely,



Paul D. Bonnette, AIA  
Principal

CC: Jamie Knight – Fort Bend County  
Debbie Kaminski – Fort Bend County  
Jeff Braun – Fort Bend County  
David Andrews, Jeff Weiner, Accounting, File – PGAL

# 1. SCOPE OF WORK

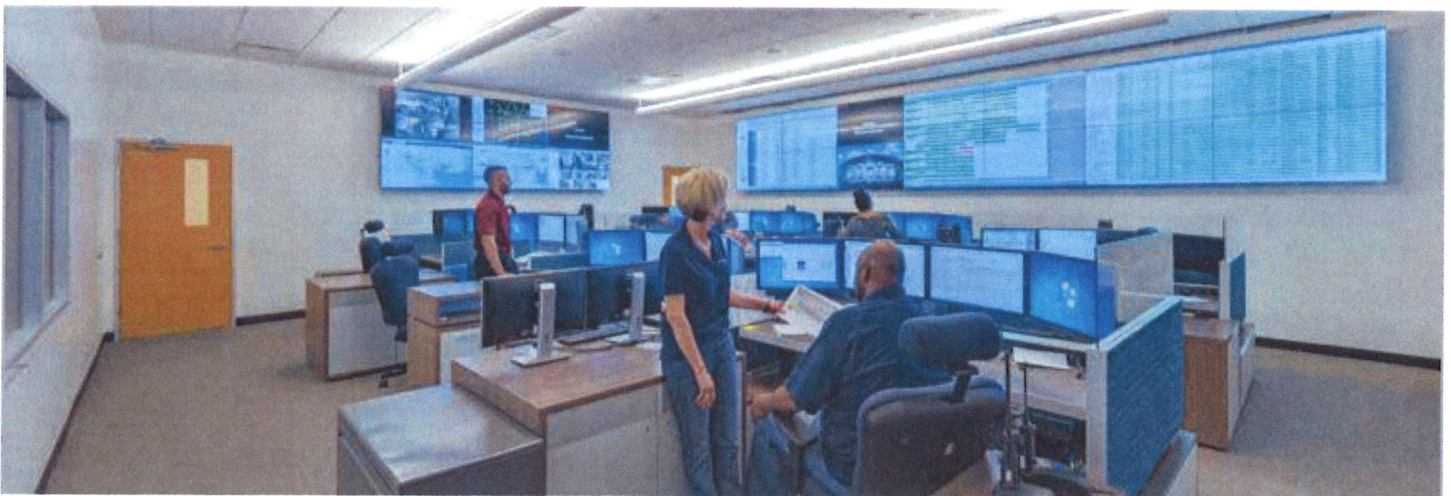
## PROJECT UNDERSTANDING

Fort Bend County is located in a thriving and growing area outside of Houston. Bolstered by a surge in growth, it was recently recognized as the tenth most populous county in Texas, and is expected to continue to grow in the years to come. Due to this recent growth, the county has immediate needs to expand its services and to ensure to keep up with new developments to serve the needs of residents. The purpose of this needs assessment is to provide the county with a road-map to guide you through the improvements and growth needed for the Office of Emergency Management and the Emergency Operations Center as the county population continues to grow.

The scope of work for this project will begin with an assessment of the current facility. We will start by gathering documentation of the existing buildings and any renovations or additions that have been made to the facility. Knowing that the original buildings were built in the mid-1950s, and that they have been utilized by the county for a number of different uses, we will need to field verify that the information that you have is accurate. This will include civil, structural, MEP, IT, security and audio visual assessments to determine the current condition of the site, structure and its systems. We will evaluate the building based on current code requirements, ADA, wind and storm resistance, and utility backup. We will document our findings for the final report, and create CAD backgrounds of the existing building to be used as part of the assessment.

Concurrent with the data collection and documentation, we will meet with the Office of Emergency Management staff and any stakeholders involved in the EOC to begin gathering information on current personnel, space, and equipment needs. We will project future needs out in five year increments, up to 20 years in order to plan for anticipated growth. Then, based on our experience with EOC's for nearby cities and counties, we will benchmark the sizes of individual spaces and overall departmental space. On past projects, we have organized trips to comparable sites to see first-hand how different EOCs operate, to talk to the users about lessons learned, then apply those lessons to your project.

Once the space needs assessment is completed, we will test various options for the project. Initially, we will test to see if future space needs can be met by re-planning the existing





## 1. Scope of Work

building within its current footprint. Efficiencies can sometimes be created by relocating existing office, storage and major assembly spaces such as the EOC. If this cannot be accomplished, we will test to see if future space needs can be met by re-planning the existing building within its current footprint. Efficiencies can sometimes be created by relocating existing office, storage and major assembly spaces such as the EOC. If this cannot be accomplished, we will investigate potential additions to the existing building on the current site. This also entails evaluating parking and special vehicle storage capacity. Other properties, either adjacent to the current site or other sites may be considered should it be decided that the current site cannot accommodate for growth. We will then evaluate multiple sites, based on best practices for critical facilities and EOCs such as access to passable roadways, utility availability / redundancy, elevation above flood plain, adjacency to other county critical facilities and staff, etc.

In order for this project to be successful, it will be critical for you to have a proven team to work with through the design and construction process. The team that we are bringing to you has experience working together on a number of similar successful projects, including the City of Houston Emergency Center, the Tom Bass Greater Harris 911, the City of Baytown 911 Emergency Communication and Information Services Data Center, and your own Fort Bend County 911 Communications Center, among others. We are experts in this type of facility, and know that all of the critical elements and systems that are part of the updated or new facility will need to work in perfect unison to help you do your job efficiently when emergency situations arise.

### APPROACH

PGAL is the leader in the Texas county and municipal market. We have unparalleled, relevant experience on projects with similar programs and challenges. Many of our projects start with a detailed needs assessment or facility master plan where we determine the future staff and space requirements and perform a detailed building assessment of existing facilities. Once we understand the required space and the ability of existing buildings to satisfy those requirements, we will consider alternative approaches that will include renovation, expansion, and replacement. We help our clients determine the most appropriate site by preparing site evaluations and site plan options. Many of our recent studies include site evaluation of various sites. We will provide concept layouts of each alternative in order to more accurately define anticipated construction costs for each one. We also will help the county determine the cost of delaying facility improvement decisions into the future.

Many times counties are spending substantial sums of money on building repairs and leasing of space for temporary relief of space needs. All of this information

will form a nucleus of information for presentation to commissioners court and the community for consideration. We are accustomed to establishing project scope, building strategies and delivering designs within schedule, budget and to the high expectations of our clients. In each case, we design a state-of-the-art facility that reflects the unique spirit of the community and serves as a recognizable symbol of safety and security.

### Track Record Meeting Deadlines/Budget

PGAL's project control success results from a long history of meeting our public clients' schedules and budgets by adhering to a systems-based design approach. Our control systems provide the team with a process that enables them to think through each step, build a strong team synergy and solid conclusions throughout the project. These systems build in accountability, as individual project team members clearly understand their responsibilities and see the details of each task within context of the entire program.

Having completed several similar projects, we know the latest products, techniques, trends and standards, what they cost, what costs need to be included in the project and how long it should take to construct. Because we have completed so many comparable projects, we can provide Fort Bend County benchmarked information against other similar communities to ensure that your facilities are within an acceptable range of size and cost.

Once a schedule is established, it will be a driving force for this project. Staying on schedule will require a commitment from all team members including the A/E team and Fort Bend County. PGAL brings a unique integrated approach to providing design services that works well within a stringent schedule and budget. We maintain continuity of our team through all phases of a project, allowing for a seamless transition from phase to phase.

The strongest evidence of our ability to control schedules and costs on projects is our history of accurately projecting project scope and costs during the needs assessment phase. We are routinely asked by our public clients to prepare preliminary design packages during the needs assessment phase and to develop project budgets for presentation to commissioner courts or city councils for approval. Many times, the projects are funded through a bond referendum. We have an unparalleled track record of success in defining scope and budget early on, then delivering projects within that schedule and budget. This includes an industry leading track record of minimizing change order costs on projects.

### Communication Process

Communication throughout the project is important at all phases of the project. Paul will be the main point of contact for the county. Clear and complete communication at the appropriate time is key to maintaining the focus of the project. PGAL understands that county staff has other

PB



important jobs to do and availability to the design team may be limited. We will ensure that there are no unnecessary meetings and that meetings will not be extended longer than necessary. We recommend that the county assign a stakeholder group to interface with the design team to make sure that all decisions include the appropriate parties on the county's side. With that in mind, we will make sure that prior to meetings, the county will be provided with materials to review and made aware of decisions required so that information can be studied and informed decisions can be made that will keep the project moving forward.

### Systems and Processes for Quality Projects Delivered On Time

PGAL's extensive experience in public facility design and planning assures the county an interactive and collaborative experience between your staff, various user groups, and our A/E team. Our proven approach is a process we have developed and refined over several years and dozens of projects that result in the delivery of high-quality projects at or below budget, that meet all county requirements. It includes 12 steps that focus on making informed decisions that are based on consensus of the stakeholders and the design team. Key elements of this process directly follow:

- › Data Collection of projected existing personnel, space utilization, and operational flows.
- › Benchmark Development - Establish benchmarking against other similar counties in Texas and across the country.
- › Staff and Space Projections - Develop final staff and space requirements and room data sheets.
- › Building Assessments - Develop detailed assessments of existing buildings and operations.
- › Scenario Development - Prepare alternative solutions to include renovation, expansion, and replacement
- › Site Assessment - Prepare evaluation of various site alternatives.
- › Commissioner's Court Workshop - Update Commissioner's Court on alternative strategies.
- › Stacking and Blocking - Blocking and stacking studies to determine best configuration.
- › Master Site Plan - Develop detailed site plan including future improvements.
- › Preliminary Design - Development of concept site plan, floor plans, elevation, budget and schedule.
- › Commissioner's Court Review and Approval - Recommend options to county staff and Commissioners for approval.
- › Final Report to include concept design, budget, and schedule for approval by Commissioner's Court.



### Proven Process

PGAL will use the process that we have used for all of our public needs assessment projects. It is a hands-on user intensive process tailored to quickly get critical information and direction from key stakeholders. It is important that we are able to build on the critical functional requirements from the end users, and translate them into space requirements and a building that will maximize personnel and operational efficiency. Our expertise completing this process for many counties and municipalities will help accelerate this process.

PGAL will host several interactive charrettes at county facilities to enable maximum participation from staff and end users. It is critical that we discuss the details with the people that will be using the facility. We will benchmark the spaces and processes used by the county against other similar Texas and national counties to ensure that you are not getting too much or too little of any space. Our goal is to design a facility that responds to the unique requirements of Fort Bend County's functions. We will present alternative solutions to ensure we are not just replicating current techniques in a new facility, but facilitating functional and operational needs most efficiently and effectively that will place Fort Bend County at the forefront of county EOC facilities in the state and nation.

These charrettes are designed to be inclusive of as many people in the process as the county would like to have input. We encourage participation from all stakeholders, interested community leaders, commissioners and staff to explore all ideas and settle on the best options for Fort Bend County. This process focuses on gaining consensus from the group at every step. We use graphic tools to help users quickly understand what is being evaluated and allow them to fully participate in the assessment of buildings and potential solutions. Even if an individual's idea is not carried forward in the final design, they will understand why an alternative solution was selected.

We expect to present the progress of the project throughout all phases of development in a public forum including commissioner's court and other workshops. We have successfully used this process to get policy makers to see that user input was sought and incorporated into the final recommendations and that consensus had been achieved in the recommended decisions. This is an important step in having confidence that the project will pass public scrutiny down the road.

It is only after a successful planning process where we have explored multiple scenarios and options that we will begin

PB



## 1. Scope of Work

the process of preparing concept design options. This will ensure that we can quickly and efficiently progress through the process. Our concept design will include site plans, floor plans, building elevations and other information that will accurately reflect the scope of the project so that an accurate budget and schedule can be developed. Our team is very skilled at projecting project budgets for projects at the concept design phase so that appropriate decisions can be made and approval for funding can be obtained. All of this information will be able to translate directly to the implementation of the final product once the project has been funded.

### Monitoring and Reporting Systems

PGAL emphasizes quality throughout the entire needs assessment process. Although formal checking and review procedures are required, they only catch errors, and do not necessarily enhance quality. The PGAL approach stresses quality management throughout the project by all team members. A written quality assurance plan will be developed by Paul and reviewed by PGAL's Quality Assurance Officer. The plan defines roles, standard procedures for reporting and communications, deliverables, common work breakdown structure, project work plan/schedule and labor-hour budgets for each task, by discipline. All county standards, reporting requirements, and review procedures are factored into the plan. A pre-established schedule of meeting dates and reviews will be distributed to team members to ensure that they are aware of critical deadlines. In addition, we will meet on a weekly basis to update the team and stakeholders on progress to ensure that goals and responsibilities are met. Paul will provide any necessary commissioners court updates during the course of the needs assessment and will present the final plan to the court for approval.

The success of our needs assessments and projects is a direct result of the process that we've developed

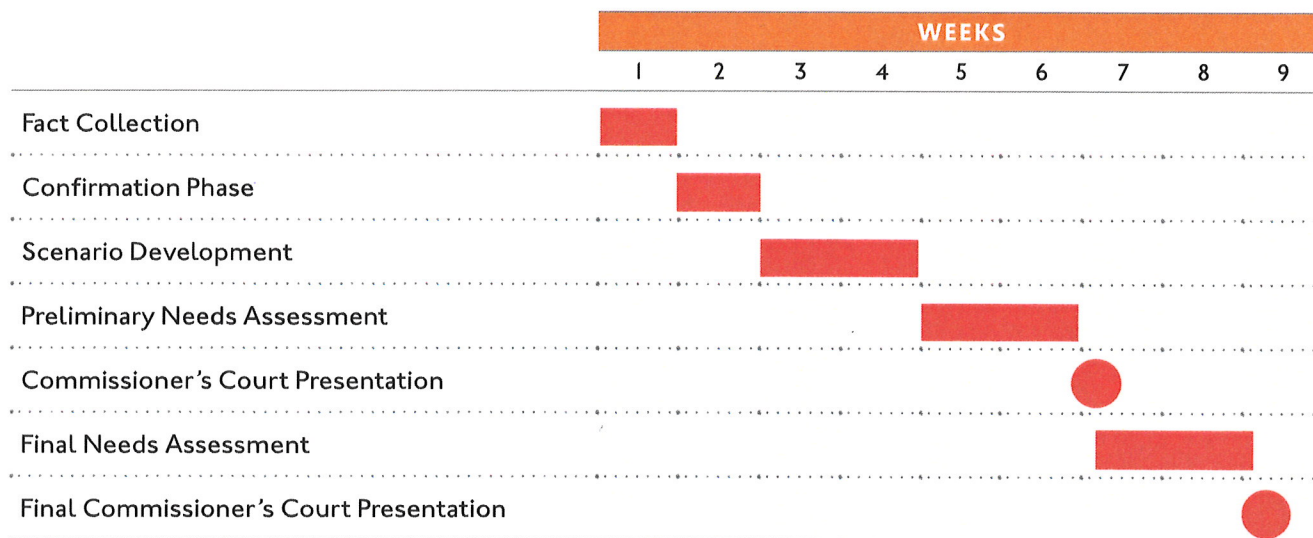
specifically for this type of project. We look forward to bringing our experience and expertise to the Fort Bend County Office of Emergency Management to help you plan for future growth and to meet your needs and goals just as we have on other projects for the county in the past.

### Maintaining Schedule

We know time equals money and maintaining the schedule is essential, knowing even a half-percent schedule "slip" represents a significant amount of time. Good schedule control systems provide a discipline to think through the process and knit the project team together. These systems and schedule allow individual project team members to see their responsibilities and the "details of the moment" in the context of the entire program. One of Paul's key functions will be to keep schedule milestones, critical path elements, and review dates on target, beginning with the confirmation of your critical dates during initial work sessions.

The project schedule will be a driving force for this project. These schedule dates will require a commitment from all team members to provide timely approvals to stay on schedule.

Below we have outlined our proposed schedule with key milestones, based on the information we have currently, for your project.



PB

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-238371

Date Filed:  
07/18/2017

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Pierce Goodwin Alexander & Linville, Inc. dba PGAL  
Houston, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

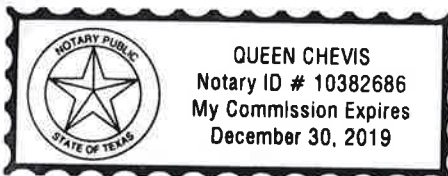
SOQ 17-072  
Facility Needs Assessment Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gerber, Jeffrey	Houston, TX United States	X	
	Andrews, David	Houston, TX United States	X	
	Linville, Jack	Houston, TX United States	X	
	Brown, Kenneth	Alexandria, VA United States	X	
	Weiner, Jeffrey	Houston, TX United States	X	
	Nestler, Ian	Boca Raton, FL United States	X	

5 Check only if there is NO Interested Party. ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*[Signature]*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Paul Bonnette, this the 18 day of July, 2017, to certify which, witness my hand and seal of office.

*[Signature]*

Signature of officer administering oath

Queen Chevis

Printed name of officer administering oath

Corporate Secretary

Title of officer administering oath