

**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS           §

COUNTY OF BRAZORIA   §

This Agreement for professional services (“Agreement”) is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the “County” and AECOM Technical Services, Inc., a California Corporation, hereinafter referred to as “Consultant”.

**RECITALS**

The County intends to engage Consultant to develop a Master Plan for the Sheriff’s Office Campus, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

**TERMS**

*Article 1  
Scope of Agreement*

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

*Article 2  
Character and Extent of Services*

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

*Article 3  
Time for Performance*

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

*Article 4  
Consultant Compensation*

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-\*. ”**

*Article 5  
Time of Payment*

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

*Article 6  
Compliance Standards*

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual, Texas Commission on Jail Standards and other

generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

*Article 7*  
*Procurement, Suspension and Debarment*

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

*Article 8*  
*Ownership of Documents, Copyright*

8.01 Upon payment of all sums due to Consultant, the County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducible, preliminary layouts, exclusively created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same. County acknowledges that the Consultant's documents are not intended for use in connection with any project or purpose other than the project and purpose for which such documents were prepared without prior written consent and adaptation by the Consultant. Any reuse of such completed or partially completed documents, shall be at County's sole risk, and Consultant shall have no responsibility or liability therefor.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

*Article 9*

*Public Contact*

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

*Article 10  
Consultant's Insurance Requirements*

10.01 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements if requested by County. Consultant 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. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and limits set forth on **Exhibit "B."**

10.02 County shall be included as additional insured to all required coverage except for Workers' Compensation and Professional Liability. With the exception of Professional Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents 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.

*Article 11  
Indemnification*

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE

AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

*Article 12*  
*Dispute Resolution*

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

*Article 13*  
*Termination*

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated. Consultant shall not be liable for the accuracy or reliability of any partially completed work.

*Article 14*  
*Notice*

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

**County:**

Brazoria County Purchasing  
451 N. Velasco, Suite 100  
Angleton, Texas 77515  
ATTN: Susan P Serrano  
Email: [sserrano@brazoriacountytx.gov](mailto:sserrano@brazoriacountytx.gov)  
Phone: 979-864-1825

**Consultant:**

AECOM  
19219 Katy Freeway, Suite 100  
Houston, Texas 77094  
ATTN: Sebastien Simonnet  
Email: [sebastien.simonnet@aecom.com](mailto:sebastien.simonnet@aecom.com)  
Phone: 815-985-3002

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

*Article 15*  
*Successors and Assigns*

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

*Article 16*  
*Applicable Law*

16.01 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 Brazoria 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 this Agreement shall be construed to waive the County's sovereign immunity.

*Article 17*  
*Modifications*

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

*Article 18*  
*Authority of County Engineer*

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

*Article 19*  
*Severability*

19.01 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.

*Article 20*  
*Merger*

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

*Article 21*  
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
  - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - (B) does business with a company described by Paragraph (A).
3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
  - (A) means, with respect to the entity or association, to:
    - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - or
    - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).



This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

*Article 22*  
*Attachments*

22.01 The following attachments are a part of this Agreement:

- Exhibit A Scope of Work, Fee Schedule and Project Schedule
- Exhibit B County's insurance requirements
- Exhibit C Compliance with Laws
- Exhibit D Certificate of Interested Parties
- Exhibit E Conflict of Interest Disclosure
- Exhibit F Contract Amendments (As Needed)


22.03 Consultant shall be responsible for its performance and that of Consultant's subconsultants and vendors. However, Consultant shall not be responsible for health or safety programs or precautions related to County's activities or operations or those of the Construction Contractor or County's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). Consultant shall have no responsibility for (i) construction means, methods, techniques, sequences, or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract.

*Article 23*  
*Execution*

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

**Brazoria County, Texas**

**AECOM**

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

**L.M. (Matt) Sebesta, Jr**

**County Judge**

**Date:** 11/21/24

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

**Name:** Alex Acemyan

**Title:** VP, Managing Principal

**Date:** 11/20/2024

**EXHIBIT "A"**  
**SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE**



AECOM  
19219 Katy Freeway, Suite 100  
Houston, TX 77094  
aecom.com

**Project name:**  
Brazoria County Sheriff's Office Master Plan

**Project ref:**

**To:**  
Susan Serrano, Purchasing Director, Brazoria County

**From:**  
Alex Acemyan

**CC:**  
none

**Date:**  
September 27, 2024

# Scope of Work Proposal

**Subject: RFSQ #24-36 MASTER PLAN FOR THE SHERIFF'S OFFICE CAMPUS**

It is understood that the Brazoria County Sheriff's Office has a total of 400 employees, comprising 335 sworn officers and 65 civilian staff. The detention center accommodates both male and female inmates, with a maximum capacity of 1,153. The premises include several buildings and facilities such as an animal control center, a shooting range, mechanical and workshop areas, storage facilities, a narcotics office, and a digital evidence lab. Given the significant population increase in Brazoria County, the rapid pace of expansion is anticipated to place considerable pressure on a variety of services, particularly within the criminal justice system.

Brazoria County is seeking to develop a robust, actionable, and economically sound 30-year master plan for facilities that will support the entire Sheriff's Office, including both the detention and law enforcement complexes. This plan will involve thorough needs assessments for facilities and structures that are essential for operations and services such as the detention center, law enforcement, communications, and the crime lab. These operations encompass, but are not limited to, the detention center, patrol, investigations, crime scene analysis, the crime lab, records, mental health services, training, communications, animal welfare, fleet management, and storage. In response, AECOM's tailored approach to meet these objectives includes executing the scope of work in three distinct phases, as outlined below.

## Kick-Off & Project Communication

The AECOM team will deliver:

- Project management meetings to coordinate, address present needs, challenges, holdups, seek clarifications, and keep forward momentum of the project per the schedule.
  - Weekly during the first 2-3 months of the project
  - Bi-weekly for the rest of the project
- Facilitate a 1-hour virtual project management team (AECOM & Brazoria County) kick-off meeting to go over:
  - Scope
  - Schedule
  - The team
  - The data request (Facility Condition Assessment, Justice System and Detention Population Analysis, and Space and Programing Needs)
  - Review the project kick-off agenda including workshops (stakeholder engagement, project goals, and facility condition assessment feasibility)

- Facilitate a 90-120 minute in-person project kick-off which will include (key project stakeholders from AECOM and Brazoria County):
    - Overview of the project
    - Initial gaps in the data received and how to proceed
      - Facility Condition Assessments
      - Detention Population and Justice System
      - Space and Programming Needs
    - Stakeholder Engagement Workshop
- Facility Condition Assessment
  - Detention Population and Justice System
  - Space and Programming Needs (public safety and detention)
- Project Goals Workshop
  - Facility Condition Assessment Feasibility Workshop (break out session)

## Phase 1: Facility Condition Assessment

The required approach for collecting the available information and conducting fieldwork will be in general conformance with ASTM Standard Practice E 2018 for a walk-through survey as described within this scope of work. The purpose is to assess the general conditions of the property and document physical deficiencies based on visual observations and discussions with property and/or maintenance staff. The assessment effort consists of nonintrusive visual observations, as well as a survey of readily accessible, easily visible assets and systems within the subject properties.

The breakdown of facilities under study is summarized in the table below:

Building	Square Footage (SF)
<b>L BLDG. (Admin)</b>	46,095
<b>J BLDG (old jail)</b>	27,252
<b>K BLDG (old jail kitchen)</b>	17,215
<b>A, B, C, D, E, F building (detention and kitchen)</b>	158,469
<b>Narcotics expansion</b>	6,250
<b>Shop</b>	12,000
<b>Shop</b>	12,000
<b>Vehicular storage</b>	10,000
<b>Animal control</b>	1,456
<b>Total</b>	<b>290,737</b>

The AECOM Team will deliver:

- Before the field survey begins, our team will participate in the project kick-off meeting and facilitate a Facility Condition Assessment Feasibility Workshop as collaborative session in an interactive format to cover the following topics:
  - Confirm the underlying project vision and overall goals of the project
  - Review the project scope and assumptions
  - Review the data to be collected, buildings, and building systems to be assessed
  - Identify coordination requirements for scheduling and assessing facilities
  - Confirm project time frames and schedule
  - Identify key stakeholders and engagement requirements
  - Outline project communication requirements
  - Identify availability and transmittal timeframe of existing data related to the study
- Prepare a preliminary data request that will be provided to Brazoria County in advance of the kick-off meeting.

- Review of the existing data and a conversation with your facilities maintenance team to highlight how to build on your current information. This early data review process will allow our assessment team to develop a baseline understanding of the buildings and the range of conditions and issues, fostering more informed and efficient site visits.
- Provide a questionnaire for Brazoria County staff to respond to prior to the commencement of field work to capture information not readily visible or apparent to the on-site assessor. Question topics include discussing historical performance information, known facility issues, maintenance activities, upgrades, and facility cost information.
- Field Assessments - a visual inspection by qualified personnel (architects, engineers, and technicians). The AECOM team is to collect and develop recommendations based on performing a walk-through survey, dialogue with facility maintenance, and conducting research through supplied information. The AECOM team will identify the physical deficiencies of the facilities under study during the performance of field work. The term "physical deficiencies" denotes the presence of noticeable defects and substantial deferred maintenance of a subject property's systems and assets as observed during the assessment. This excludes inconsequential conditions that generally do not present material physical deficiencies at each facility. Our holistic and comprehensive building assessment is intended to encompass the following components:
  - Building Envelope: foundation, roofs, walls, window systems, exterior doors, civil/structural components
  - Interior Systems: walls, doors, flooring, ceiling, hardware, architectural components
  - Life Safety issues
  - Heating, Ventilation and Air Conditioning
  - Electrical Distribution & Lighting Systems
  - Communication & Security
  - Plumbing Systems
  - Fire Suppression & Alarm
  - Elevator Systems
  - Detention facility physical security (i.e. minimum, medium, maximum)
  - Exterior civil built infrastructure (i.e. parking lots, roads, fences, light poles, etc.)

AECOM will develop a draft facility assessment schedule with milestone dates. AECOM will meet with the County to obtain feedback on the draft schedule prior to commencement of fieldwork. Once the schedule has been approved by the County, the schedule will be distributed to key facility staff and other pertinent stakeholders. We anticipate in-person field assessments to take 1-week at this time (subject to availability and permission of County Sheriff's office and accessibility to secure and populated detention areas)

- Photographs - take representative photographs at each location capturing example deficiencies and system/asset examples. Photographs will be taken of identified physical deficiencies. A representative photograph of each physical deficiency will be taken for those that have a repeated deficiency throughout the building. For each piece of required equipment, AECOM will provide separate photographs of the following:
  - Overall piece of equipment OR, if surrounding space does not allow a clear image of the asset to be captured, a photograph will be taken of the piece of equipment in its general context, which may show neighboring equipment
  - Equipment nameplate (where available)
  - Close-up of specific equipment deficiencies (where apparent). If a piece of equipment displays multiple instances of a single deficiency, a single representative image will be captured to best communicate the physical deficiency
- Asset Inventory & Barcoding (Barcoding is Optional) - For each asset listed below, our team will collect critical nameplate information including the make, model, manufacturer, serial number, etc. AECOM will inventory and barcode the following fixed building equipment:
  - Domestic water booster pumps (not to include circulating pumps)
  - Chillers
  - Boilers
  - High-capacity air- and water-cooled condensers
  - Cooling towers
  - Primary circulating pumps (heating hot water, chilled water and condenser water)
  - Generators/UPS's
  - Fire pumps
  - Elevators/lifts

- Findings and Recommendations Report - The report will present an overview of the findings and opinions of the physical condition of the facility and its associated systems. The report will also include opinions of cost for identified material deficiencies and differed maintenance.
- Project Recommendations Spreadsheet - AECOM will prepare a project planning spreadsheet that contains a description of each project's deficiency, our proposed recommendation, and the associated cost to perform correction action. The project planning spreadsheet contains key attributes such as building, system, location, that can be used to filter, aggregate, and manipulate recommended projects.
- Asset Inventory Spreadsheet - Asset data will be collected for the proposed list of equipment (below) and is intended to provide supplementary information to assist in the understanding of the building systems as well as support both capital and maintenance planning. For each asset our team will collect critical nameplate information including the make, model, manufacturer, serial number, etc.

## Phase 2: Space and Programming Needs Assessment

Our approach is to utilize as much quantitative and qualitative data as possible to determine the future needs of the various operational divisions and departments. Where applicable, we will utilize the latest techniques for developing time series forecasts for each of these departments. These forecasts will look 30-40 years into the future, where year one is 2023 assuming there will be the most recent and complete data set for 2023. This means our projection year will be 2053 or 2063. Through this approach, we will look for possible operational/system improvements to lay the groundwork for maximizing the efficiency/effectiveness of future facilities. We will divide our analytical process into two main overarching branches, the law enforcement complex and the detention center complex.

The AECOM team will deliver:

- Guided site visit to visually and at scale understand the existing facilities and current challenges
- Approximately 20-25 in-person stakeholder interviews which may include the individuals from the following list (follow up virtual interviews may be requested, a questionnaire or survey may be created for those we are unable to interview but who's input is deemed critical to project development. Preference is for in-person interviews as part of when the team is on-site to visit the existing facilities.):
  - County Sheriff and sub units / departments
  - Detention Center Administrator
  - Commissioners Court Members
  - County Administration
  - Local Law Enforcement Agencies
  - Judiciary/Court Administration
  - District Attorney
  - Criminal Defense Attorneys, including indigent defense specialists
  - Detention Center Health Care Providers
  - Community Mental Health Resources, such as the Gulf Coast Center (if applicable)
  - Any additional program providers
- Criminal Justice System Data Analysis & Detention Population System Analysis
  - Identify and track the criminal justice system's workflows and prepare a statistically informed narrative of the flow of defendants through the judicial system
  - Data analysis will include population, demographics, crime rates, arrest rates, remand rates, lengths of incarceration, case processing timelines, and historic data
  - Forensically reconstruct the facility's historical population for each day within the data in order to assess the internal shifts within the overall population with special attention to the following factors. The forecasts will cover time horizons of 5, 10, 20, and 30-year periods and will be stratified to include key variables of interest (such as classification level, gender, special needs populations, etc.)(up to three detention system population projections of which 1 is a status quo scenario, and 2 alternative scenarios should there be a change in a few specific key

drivers to the projection model such as legislation, implementation of alternative incarceration programs, or County population growth)

- Possible system alterations to improve efficiency and effectiveness,
  - Alternatives to incarceration,
  - The impact of information technology practices on the criminal justice system,
  - Potential changes to public policy at the state and federal levels which may affect the Brazoria County criminal justice system,
  - Mental health issues, and
  - Demographic disparities in all phases.
- Staffing Assessment (public safety and detention) to determine the appropriateness in today's operational climate as a benchmark to use when projecting the future staffing requirements. Gaining an understanding of the current operational philosophy, housing sizes and options, and staff deployment are critical to formulating a staffing plan when transitioning from current to future operations.
    - Public safety staffing will rely on Sheriff's Office data and be a result of stakeholder engagement with the various public safety functions or departments currently existing at the County to determine current staffing level and responsibility. Quantitative historical data and qualitative stakeholder engagement will together inform the assumptions as to how each function or department will grow.
    - Detention staffing will follow the Texas Jail Commission Standards and the *Staffing Analysis Workbook for Jails, second edition* developed by the National Institute of Corrections and is considered the "industry standard" process for determining appropriate staffing for local detention facilities. In addition, a relief factor will be calculated to determine the additional full time equivalent (FTE) positions that will be needed to provide coverage for the times when staff are away from their posts due to vacation, illness, FMLA, etc. in lieu of relying solely on overtime usage.
  - Tabular Excel space program of requirements in square feet for the following based on stakeholder interviews, the latest 5th Edition space guidelines and standards developed by the American Correctional Association for Adult Local Detention Facilities, the current Texas minimum standards and the consultant's experience will be utilized to define space requirements for each functional area within the various facility components (i.e., facility administration, security operations, housing, inmate programs, food and medical service, etc.):
    - Sheriff's complex by public safety function or department
    - Sheriff's complex detention facility
    - Off-site facilities
  - The Facilities Master Plan milestone meetings will include presentations of findings and synthesized recommendations. Each milestone presentation indicated on the schedule will invite stakeholder input to shape a comprehensive program aligned with the County's short- and long-term objectives. Following the establishment of the programmatic criteria, AECOM will commence Phase 3, as outlined subsequently.

## Phase 3: Facilities Master Plan

By leveraging the work completed and decisions provided by the County in both Phase 1 and Phase 2, the AECOM team will prepare visual representations of each option with progressive levels of development and refinement. Visuals may include high level plans, diagrams, and explanations as direct translation of the recommendations from the Space and Programming Needs Assessment work into conceptual block plan massing. Planning will include interior and exterior planning (i.e. parking, vehicle circulation, exterior training structures, and campus infrastructure improvements if required).

Interior master planning will consider high level mechanical, electrical, and plumbing load changes and make long term recommendations on how to address future utility demands through preservations and/or readaptation of existing facilities in addition to identification of new facilities. Throughout this process, planning recommendations will be provided to help mitigate and control the spread of infectious diseases for the County Organization, inmates, visitors, and other adversely impacted areas of the community.



The master plan options will be developed as milestone stages of 30%, 60%, 90%, and a final master plan. Each stage will include a cost estimate which is progressively refined and adjusted based on County feedback and subsequent changes to the master plan options.

The AECOM Team will deliver:

- 30% Campus Master Plan with Cost Estimate for up to three options – a 60-90 minute in-person workshop will be held to review these options to gain County feedback and narrow the options to two preferences focusing forward for further development to 60%. At this stage the master plan will likely be at a block plan 2D visual level of refinement and representation.
- 60% Campus Master Plan with Cost Estimates for up to two options – an in-person workshop will be held for discussion and review. At this stage the master plan may transition into both 2D and 3D block visual level of refinement and representation.
- 90% Campus Master Plan with Cost Estimate for up to two options – an in-person workshop will be held to review these options. At this stage the master plan will be both 2D and 3D blocks visual level of refinement and representation.
  - The team will also present to the County a ten year capital plan for each master plan option including phasing and cashflow projection options.
- Draft and final operational cost model – draft to be created for the 60% master plan workshop based on the outcomes from the Space and Programming Needs Assessment in regards to required projected staffing levels and other detention and public safety operational cost factors such as the costs of ongoing operations and any other County specific costs determined appropriate for inclusion (i.e. outsourcing, busing, visitor busing, etc.). All future projections of the operational cost models will be based on the quantity and quality of historical information the County provides for each of the included cost factors.
- Final Report and Presentation – a final summary report (PDF) and an executive summary level presentation (PowerPoint) of the project including:
  - Project Goals
  - Stakeholder Engagement conducted
  - Summary of Facility Condition Assessment recommendations
  - Space and Programming Needs Assessment
    - Criminal Justice System review and recommendations
    - Detention Population analysis and projections
  - Final two master plan options including cost estimate, implementation plan, and cashflow
  - Operational cost model for each option

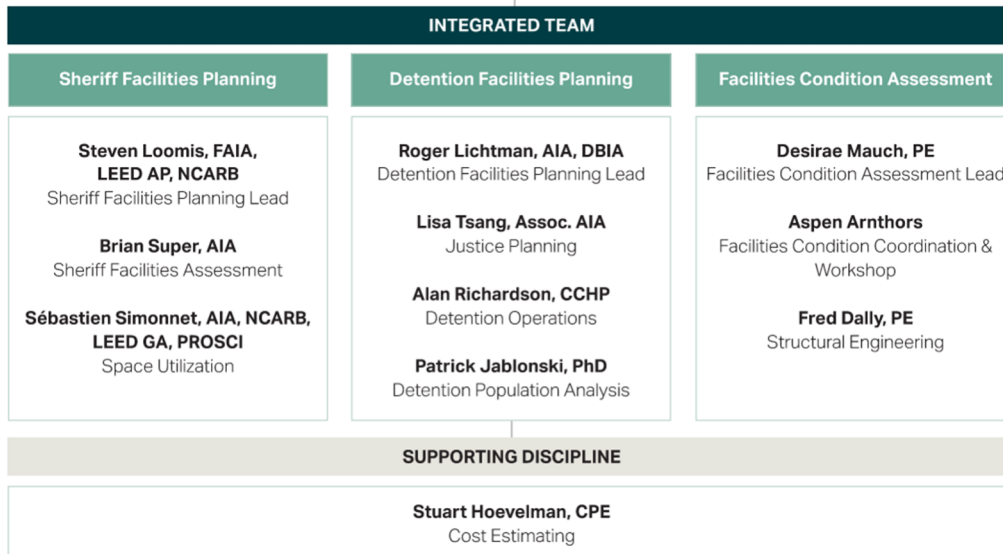
# Project Team



**Sébastien Simonnet, AIA, NCARB,  
 LEED GA, PROSCI**  
 Project Manager



**Alex Acemyan, AIA**  
 Principal in Charge



# Schedule

(View attachment: 2024-09-27\_Brazocia County Schedule.pdf)

## Compensation for Professional Services

AECOM and listed subconsultants will provide professional services on a lump sum basis. Brazoria County shall pay AECOM a base services fee of **\$1,120,000.00**.

Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed for an agreed upon lump sum only after there is a mutually agreed scope, fee and schedule impact associated with the change in writing.

Phase	Hours	Fee
<b>Phase 1: Facilities Conditional Assessment</b>		
AECOM Labor	910	\$180,650*
Dally & Associates (Structural)	160	\$30,000
Travel Expenses (AECOM)		\$17,165
<b>Phase 2: Space and Programming Needs Assessment</b>		
AECOM Labor	1,174	\$257,511*
Justice Planners (Population & Operations Planning)	472	\$122,500
Travel Expenses (AECOM)		\$17,134
<b>Phase 3: Facilities Master Plan</b>		
AECOM Labor	2,164	\$372,107*
Travel Expenses (AECOM)		\$25,701
<b>Subtotal</b>	<b>4,880</b>	<b>\$1,022,768</b>
AECOM Labor Profit on Phases 1-3 (\$810,268)	12%	\$97,232
<b>Grand Total</b>	<b>4,880</b>	<b>\$1,120,000</b>

\* AECOM Labor fee excluding profit

### AECOM Technical Services, Inc.



**Alex Acemyan, AIA**

Associate Vice President, Managing Principal  
 832-289-1391  
[alex.acemyan@aecom.com](mailto:alex.acemyan@aecom.com)

## Exclusion & Assumptions

- All information to be delivered is intended to provide planning-level information to support future investment decisions and is specific to the date and time the observations occurred.
- Deliverables are conceptual only and are not considered to be architectural or engineering design.

- AECOM assumes all property surveys, site plans, building plans, engineering / architectural drawings, construction record drawings, specifications, cut-sheets, reports, and other relevant records in the possession of Brazoria County will be made available as part of the data request and prior to fieldwork and desktop analysis work commences.
- The cost estimates provided herein are to be considered preliminary and indicative of rough order of magnitude budgets. The planning-level estimates included in this report will adhere to AACE Class 5 standards, which are based on a project definition ranging from 0% to 2%, and will have the following accuracy ranges: Low: -20% to -30%; High: +30% to +50%. Consequently, these preliminary ROM estimates will exhibit a broader range of accuracy, especially in long-term future forecasts.
- AECOM assumes that full time escorts will be provided by the County during all performed Facility Condition Assessment fieldwork and other site visits.
- Building systems not in operation during the Facility Condition Assessment fieldwork will not be activated by AECOM and will be assessed based of visual observation, Brazoria County discussions, and engineering judgment for condition and remaining useful life.
- Not included in the Facility Condition Assessment proposed scope of services is the following:
  - Evaluation of furnishings, fixtures, and equipment (FF&E) and hard goods (chairs, desks, etc.), soft goods (window dressings, etc.), technology (computers, servers, etc.) and appliances (televisions, refrigerators, etc.).
  - Evaluation of kitchen, process, or information technology systems.
- Additional site visits due to denial of access, and/or other factors beyond the control of AECOM are not included in the costs. Areas deemed inaccessible will be noted in the report.



**EXHIBIT “B”**  
**INSURANCE REQUIREMENTS**

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of \$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.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits of \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits of \$1,000,000 each claim/annual aggregate.

**EXHIBIT “C”**  
**COMPLIANCE WITH LAWS**

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. §138 [49 U.S.C. §303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

**AGREED TO AND ACKNOWLEDGED THIS** *[date]* November 20th, 2024

**AECOM**

By: 

**Name:** Alex Acemyan

**Title:** VP, Managing Principal

**Date:** 11/20/2024



**EXHIBIT “D”**  
**CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytx.gov/departments/purchasing/doing-business>.

**EXHIBIT “E”**  
**CONFLICT OF INTEREST DISCLOSURE**

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>.

Texas Local Government Code Chapter 176 can be found here:  
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse  
County Clerk’s Office  
111 E. Locust Street, Suite 200  
Angleton, TX 77515

**EXHIBIT “F”**  
**CONTRACT AMENDMENTS**

*INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.*