



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

December 15, 2017

The Segal Company (Western States) Inc. dba Segal Waters Consulting
Ruth Ann Eledge, SPHR
Vice President
5057 Keller Springs Road, Suite 110
Addison, TX 75001-6316

Dear Ms. Eledge:

The City of Austin approved the execution of a contract with your company for Compensation Classification & Consulting Services in accordance with the referenced solicitation.

Responsible Department:	Transportation
Department Contact Person:	Edna Santos
Department Contact Email Addr:	edna.santos@austintexas.gov
Department Contact Telephone:	512-974-3221
Project Name:	Compensation Classification & Consulting Services
Contractor Name:	The Segal Company (Western States) Inc. dba Segal Waters Consulting
Contract Number:	MA 2400 NA180000048
Contract Period:	12/15/17 – 04/15/18
Dollar Amount	\$30,000
Extension Options:	none
Solicitation Type & Number:	RFQ 2400 JRH0003

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

John Hilbun
Contract Mgmt Specialist IV
City of Austin
Purchasing Office

cc: Anthony Segura, Austin Transportation Department

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
The Segal Company (Western States) Inc. dba Segal Waters Consulting (“Contractor”)
for
Compensation Classification & Consulting Services
MA 2400 NA180000048**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between The Segal Company (Western States) Inc. dba Segal Waters Consulting having offices at 5057 Keller Springs Road, Suite 110, Addison, TX 75001 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ 2400 JRH0003.

1.1 This Contract is composed of the following documents:

- 1.1.1 This document
- 1.1.2 The City’s Solicitation, RFQ 2400 JRH0003 including all documents incorporated by reference
- 1.1.3 The Segal Company (Western States) Inc. dba Segal Waters Consulting Offer, dated November 15, 2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for a term of 4 months. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$30,000 for the Contract term. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

SEGAL COMPANY (WESTERN STATES) INC. dba SEGAL WATERS CONSULTING

CITY OF AUSTIN

Ruth Ann Eledge
Printed Name of Authorized Person

JOHN HILBUN
Printed Name of Authorized Person

R. Eledge
Signature

[Signature]
Signature

Vice President
Title:

CONTRACT MGMT SPECIALIST IV
Title:

12/18/2017
Date:

12/18/17
Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: RFQ 2400 JRH0003

COMMODITY/SERVICE DESCRIPTION: Compensation
Classification & Consulting Services

DATE ISSUED: November 3, 2017

REQUISITION NO.: RQM 2400 17092700821

COMMODITY CODE: 91866

QUOTE DUE PRIOR TO: 3:00 PM CST November 17, 2017

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

John Hilbun
Contract Mgmt Specialist IV

Phone: (512) 974-1054

E-Mail: john.hilbun@austintexas.gov

SUBMIT YOUR COMPLETE PROPOSAL VIA E-MAIL TO:
john.hilbun@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	4
0800	NON-DISCRIMINATION CERTIFICATION AND NON-RETALIATION CERTIFICATION – Complete and submit	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Quote Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the Solicitation Due Date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**CITY OF AUSTIN PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for a term of four (4) months.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Transportation Department
Attn:	Edna Santos
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

**CITY OF AUSTIN PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES**

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
36. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:
- Edna Santos
-
- City of Austin – Transportation Dept.
-
- P.O. Box 1088
-
- Austin, TX 78767

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES**

PURPOSE

The City of Austin (City) through its Austin Transportation Department (ATD) seeks to establish a contract with firms and Consultants (Consultant) with expertise in compensation and classification consulting services to evaluate certain non-exempt technician and supervisor classifications to develop a Career Ladder and Progression System, develop or update job descriptions, and conduct a market study and competitive analysis using data collected from similar identified municipalities.

ATD has established a budget of \$33,000 for this purpose and anticipates completion within four months of contract execution.

BACKGROUND

The Austin Transportation Department (ATD) of the City of Austin has technical and supervisor positions in the Signs and Markings, Parking Meters, and Arterial Management divisions. These divisions have similar duties in that they all require that employees possess specific technical or electronic skills in the construction, operation, and maintenance of street markings and street signs, repair of smart parking meters, and the repair and maintenance of traffic signals for pedestrians, bicycles, transit, and motor vehicles.

1. SCOPE OF WORK

The Consultant shall:

- A. Create Common Technician and Supervisor Job Titles and Descriptions for use across Multiple Divisions including Signs and Markings, Parking Meters, and Arterial Management Divisions' employees and supervisors. The supervisory skills are similar across these three divisions. The same is true of the first rung of the technician ladder that spans these divisions. These skills, however, start to vary between the divisions as an employee moves up the divisions' career ladder.
- B. Develop a family(ies) of job titles, corresponding job descriptions, and current industry market pay. The Consultant will need to coordinate with ATD HR and the City's Corporate HR regarding job descriptions, job matches, and relevant market sources.
- C. Develop Career Ladder and Progression Systems for Employee Upward Mobility. The Consultant shall develop Career Ladder and Progression Systems (1) for Signal and Meter technicians and (2) for Markings and Sign Technicians, to determine job levels tied to a system that determines how technical employees progress through a Career Ladder. Skill requirements shall be developed to progress through job families and within certain job titles. The intent is that once an employee gains the minimum skills for the next higher position, they would be an ideal candidate to compete for that position once a vacancy is available.
- D. Determine if the skills for each level are appropriate for the recommended job titles and pay structure.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES

- E. Assist in developing ATD's Business Need and Strategy Plan to provide relevant information for review and to support approval by the City's HR on the new Career Ladder and Progression System, based on the City's career progression guidelines.

2. Implementation

The Consultant shall:

- A. Work closely with ATD HR, Division Managers, and Supervisors for the three divisions to get an understanding of the work performed by each position and to review the current organizational structure. The information gathered will be used to develop job titles, descriptions, required skills for a progression system, and a training program.
- B. Review the organization's background to provide context when conducting job analyses, to develop job descriptions for two tracks. Track One will consist of potentially three Signs and Markings technician levels with the ability to move to Track Two. Track Two will consist of potentially three or four levels from entry technical to lead technical technician. Technology in these fields vary due to recent automation in traffic signal technology used by Austin. For this reason, large cities who use similar technologies will be targeted for comparison and reference to update and develop this progression system. These higher levels require either electronics training or on-the-job training related to concepts and terminology associated with signalized traffic control devices and systems. Track Two is likely to be based on employees moving up the progression system and using IMSA certifications for the higher levels.
- C. Determine duties and market rates of the supervisor job titles for Track One and Two of the classifications. There will potentially be one or two job descriptions for these titles.
- D. Collect market data related to each classification and submit market pay recommendations for the new levels of each job family. The Consultant will provide the results and background of the market study, including their methodology, analysis, and results, and present this to key ATD and Corporate HR personnel. The recommendations will include a process of slotting the proposed jobs into the City's current pay structure of 2-30 pay grades.
- E. Develop the progression system following the City of Austin's guidelines. Progression movement in this case will not be automatic, but current employees or applicants will have to apply for each vacancy and must meet the requirements for the level of position advertised. Under the City's Municipal Civil Service, vacant positions must be posted and interviews held to select the top candidate.
- F. Ensure that the job descriptions and progression system summary is approved by Corporate HR.

3. City Responsibilities

- A. ATD staff will provide review and acceptance of deliverables.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES

- B. ATD will assist the Consultant with the identification of the skills required for the each level. The progression system will tie into the International Municipal Signal Association (IMSA) Certification program for the higher level positions. The Signs and Markings Division employees will have the ability to apply to be Meter and Signal technicians if they obtain upward mobility skills.
- C. ATD staff (a dedicated ATD staff person and ATD HR) will develop curriculum that outlines training for each position.

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Orientation	<ul style="list-style-type: none"> - Kick-off meeting with Consultant - Consultant shall meet with ATD Management, ATD HR, and with HR Corporate Compensation to understand the City Progression System guidelines 	one month after contract execution	Meetings deemed acceptable by City Contract Manager	1.E., 2.A.
Analysis Initiation	<ul style="list-style-type: none"> - Consultant will start job analysis, talk to supervisors, employees and HR to gather information about each job; go on-site to view the actual work performed - Consultant designs and presents draft job descriptions for at least half of the positions involved - Consultant will work with ATD staff to ensure that skill competencies for each position are prepared for at least half of the positions involved 	two months after contract execution	Acceptance by City Contract Manager and applicable City staff	1 & 2
Submit Drafts and Conduct Reviews	<ul style="list-style-type: none"> - Consultant will submit draft of all of the job descriptions involved - Submit a flow chart of the progression system - Review market salary and comparisons for similar pay within targeted cities that perform the same or use similar technology 	three months after contract execution	Acceptance of documents specified by City Contract Manager and applicable City staff	1 & 2

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES

	<ul style="list-style-type: none"> - Work with ATD technical trainer/assigned staff to finalize skills and competencies for each position - Submit a draft of the progression system to be submitted to HRD Compensation for approval 			
Project Completion	<ul style="list-style-type: none"> - Complete project - Receive approval and acceptance of Career Ladder and Progression System by Corporate HR 	four months after contract execution	Final acceptance of complete documents by City Contract Manager and City staff	1 & 2

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES

1. PROPOSAL FORMAT:

The proposal shall be submitted electronically via email and shall include the signature of the person authorized to sign on behalf of the Proposer. PDF version with bookmarks is preferred.

Organize your Proposal in the information sequence described below. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers. Proposers should provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal:

Tab 1 - Required Documents:

Complete and submit the following documents:

- A. Signed **Addenda (all pages)**
- B. Signed **Offer Sheet** (pages 1-3)
- C. Section 0800 - **Non-Discrimination and Retaliation Certification**
- D. Section 0835 - **Nonresident Bidder Provision**

Tab 2 - Authorized Negotiator:

Include name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 3 - Experience & Qualifications (40 points):

Provide the following information:

- A. Business Organization: Full name and address of your company and identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate. How long has your company been in business?
- B. Qualifications: Describe your company's knowledge, qualifications, and expertise in providing the services similar to those described in Section 0500 - Scope of Work.
- C. Experience: Provide a description of at least two (2) comparable job market studies (not for the City of Austin) that the Proposer has conducted within the past five (5) years. The City, at its discretion, may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. Include the following information for each project that indicates a record of positive past performance. At a minimum, include:
 - Client/Agency name
 - Contact name, telephone, email
 - Project name
 - Project description
 - Personnel assigned to project and their role in the project
 - Name of Proposer's key personnel that worked on the study
 - The client and the study's purpose
 - Budget of each project and final cost invoiced for each project
 - Time required to complete each project
 - The methods used to conduct the research
 - Name, title, and current phone number for principal person for whom each prior project was accomplished
- D. Include the resumes and qualifications of all professional personnel who will be assigned to this contract.
- E. Provide any other information you deem appropriate to substantiate your company's

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES

qualifications and experience.

Tab 4 - Proposed Solution (45 points):

Describe how you plan to accomplish the project described in the Section 0500 - Scope of Work, and include any additional information you deem necessary to evaluate your proposal. Provide the following:

- A. Concept and Solution: State your understanding of the requirement presented in the Scope of Work and describes in detail your proposed solution.
- B. Work Plan: Describe your Work Plan for achieving the Scope of Work within the prescribed four-month timeframe and within budget. Include a deliverable schedule that identifies the approximate amount of time needed to complete each major task. Include any additional documentation as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

Tab 5 - Total Evaluated Cost (15 points):

Provide an all-inclusive cost proposal that itemizes materials, supplies, labor, warranty, travel, and administrative burden to complete the project. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Your organization's method of costing may or may not be used but shall be described.

Tab 6 - Exceptions to the Proposal: (Attachment A)

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

2. PROPOSAL ACCEPTANCE PERIOD:

All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

3. PROPRIETARY INFORMATION:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

5. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6. EVALUATION FACTORS AND AWARD:

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFQ 2400 JRH0003: COMPENSATION CLASSIFICATION & CONSULTING SERVICES

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- B. **Evaluation Factors: Maximum 100 points**
- | | |
|---|------------------|
| 1. Experience and Qualifications | 40 Points |
| 2. Proposed Solution | 45 Points |
| 3. Total Evaluated Cost | 15 Points |
- C. **Optional Presentations and Demonstrations.** The City will score proposals on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for presentations, demonstrations, or interviews with the City. The City reserves the right to re-score “short-listed” proposals as a result, and to make award recommendations on that basis.

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

ATTACHMENT A



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: RFQ 2400 JRH0003

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 6 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:



THE SEGAL COMPANY (WESTERN STATES) INC.
SEGAL WATERS CONSULTING
5057 Keller Springs Road, Suite 110, Addison, Texas 75001-6316
T 214.466.2466 F 214.481.0460 www.segalco.com

November 17, 2017

John Hilbun
Contract Management Specialist IV
City of Austin Purchasing Office
Municipal Building
124 West 8th Street, Room #308
Austin, Texas 78701

Re: RFQ 2400 JRH0003, Compensation Classification & Consulting Services

Dear Mr. Hilbun:

Thank you for the opportunity to submit this proposal to provide compensation classification services to the Austin Transportation Department (ATD) of the City of Austin. Through our extensive experience providing human resources advice to public sector and transit related clients nationwide, we think Segal Waters is best qualified to assist you with this project. We have conducted similar projects for:

- Harris County Appraisal District (TX)
- Jackson County (TX)
- Johnson County (TX)
- Smith County (TX)
- City of Bryan (TX)
- City of College Station (TX)
- City of Fort Worth (TX)
- City of Garland (TX)
- City of Houston (TX)
- City of League City (TX)
- City of Wylie (TX)
- City of Austin - Austin Energy (TX)
- Guadalupe-Blanco River Authority (TX)
- Kerrville Public Utilities Board (TX)
- New Braunfels Utilities (TX)
- Texas Municipal Power Authority (TX)
- Ben Franklin Transit (WA)
- Denton County Transportation Authority (TX)
- Denver Regional Transit District (CO)
- Des Moines Area Regional Transit (IA)
- Harris County Transp. Authority (TX)
- Hillsborough Area Regional Transit (FL)
- Jacksonville Transp. Authority (FL)
- Port of Houston Authority (TX)
- San Francisco Bay Area Rapid Transit (CA)
- Southern California Regional Rail Authority (CA)
- Victor Valley Transit Authority (CA)
- Virginia Railway Express (VA)
- Washington Metropolitan Area Transit Authority

We appreciate your consideration for this assignment and welcome the opportunity to meet with you to answer any questions you have. Please feel free to call me at 214.930.7291.

Sincerely,

Ruth Ann Eledge, SPHR
Vice President

Table of Contents

Austin Transportation Department of the City of Austin
RFQ 2400 JRH0003, Compensation Classification & Consulting Services
November 17, 2017

Tab 1 - Required Documents.....	1
A. Signed Addenda.....	2
B. Signed Offer Sheet (pages 1-3).....	4
C. Section 0800 - Non-Discrimination and Retaliation Certification	7
D. Section 0835 - Nonresident Bidder Provision.....	9
Tab 2 - Authorized Negotiator	10
Tab 3 - Experience & Qualifications	11
A. Business Organization.....	11
B. Qualifications	16
C. Experience	19
D. Resumes and Qualifications of Professional Personnel.....	24
E. Provide any Other Information you Deem Appropriate	38
Tab 4 - Proposed Solution	39
A. Concept and Solution	39
B. Work Plan.....	40
Step 1: Project Initiation	40
Step 2: Classification Analysis	41
Step 3: Compensation Market Assessment	51
Step 4: Recommendations Development.....	58
Step 5: Present Final Results to the ATD	60
Project Timeline	61
Tab 5 - Total Evaluated Cost	62
Tab 6 - Exceptions to the Proposal.....	64

Tab 1 - Required Documents

Attached are the following completed forms, as required by the RFP:

- A. Signed Addenda (all pages)
- B. Signed Offer Sheet (pages 1-3)
- C. Section 0800 - Non-Discrimination and Retaliation Certification
- D. Section 0835 - Nonresident Bidder Provision

A. Signed Addenda



ADDENDUM CITY OF AUSTIN, TEXAS

Solicitation: JRH0003

Addendum No: 1

Date of Addendum: November 9, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Q: How many total employees within that department will be included in the study?

A: About 46, but less than 50. The consultant will conduct interviews with a portion of these employees concerning their job duties. The consultant will not be expected to talk to every employee.

Q: How many job titles do the included employees represent?

A: It is anticipated that the consultant will be producing 7-10 job titles and making salary recommendations as the outcome. It is the consultant's responsibility to determine the number of job titles needed.

Q: Will the hired consultant be revising and/or creating job descriptions as part of the study?

A: The consultant will develop job descriptions and make salary recommendations based on the City's salary structure. The consultant will need to have access to compensation salary survey books to give us the information.

JRH0003 – Addendum 1

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:  11/09/17
John Hilbun, Contract Mgmt Specialist IV Date
Purchasing Office
(512) 974-1054

ACKNOWLEDGED BY:

Ruth Ann Eledge, SPHR  11/15/2017
Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

JRH0003 – Addendum 1

B. Signed Offer Sheet (pages 1-3)



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: RFQ 2400 JRH0003

COMMODITY/SERVICE DESCRIPTION: Compensation
Classification & Consulting Services

DATE ISSUED: November 3, 2017

REQUISITION NO.: RQM 2400 17092700821

COMMODITY CODE: 91866

QUOTE DUE PRIOR TO: 3:00 PM CST November 17, 2017

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

John Hilbun
Contract Mgmt Specialist IV

Phone: (512) 974-1054

E-Mail: therealjohnhilbun@gmail.com

SUBMIT YOUR COMPLETE PROPOSAL VIA E-MAIL TO:
john.hilbun@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	4
0800	NON-DISCRIMINATION CERTIFICATION AND NON-RETALIATION CERTIFICATION – Complete and submit	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

Company Name: The Segal Company (Western States) Inc., Segal Waters Consulting

Company Address: 5057 Keller Springs Road, Suite 110

City, State, Zip: Addison, Texas 75001-6316

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Ruth Ann Eledge, SPHR

Title: Vice President

Signature of Officer or Authorized Representative: *R Eledge*

Date: November 15, 2017

Email Address: reledge@segalco.com

Phone Number: 214.930.7291

C. Section 0800 - Non-Discrimination and Retaliation Certification

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Section 0800 Non-Discrimination and
Non Retaliation Certification

Solicitation No. RFQ 2400 JRH0003

Page | 1

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15th day of November, 2017

CONTRACTOR The Segal Company (Western States) Inc.,
Segal Waters Consulting

Authorized Signature *R Eledge*

Title Ruth Ann Eledge, Vice President

D. Section 0835 - Nonresident Bidder Provision

Section 0835: Non-Resident Bidder Provisions

Company Name The Segal Company (Western States) Inc., Segal Waters Consulting

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: New York

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Tab 2 - Authorized Negotiator

As officers of the firm, the following individuals are authorized to negotiate Contract terms and render binding decisions on Contract matters:

Ruth Ann Eledge, SPHR
Vice President
5057 Keller Springs Road, Suite 110
Addison, Texas 75001-6316
T 214.466.7291
reledge@segalco.com

Elliot R. Susseles, CCP
Senior Vice President
1800 M Street NW, 9th Floor S
Washington, DC 20036
T 202.833.6436
esusseles@segalco.com

Tab 3 - Experience & Qualifications

A. Business Organization

Full Name and Address

The Segal Company (Western States) Inc.,
Segal Waters Consulting
5057 Keller Springs Road, Suite 110
Addison, Texas 75001-6316

About Our Company

The Segal Group (www.segalco.com) has been a leading, independent firm of benefit, compensation, and human resources consultants since its founding in 1939. Our clients include corporations, non-profit organizations, higher education institutions, professional service firms, and public sector entities, and jointly trusted benefit funds.

Segal is an independent, employee-owned organization with no ties to any other companies. Our only interest is in providing unbiased solutions to clients' total rewards needs.

Our firm is headquartered in New York and has more than 960 employees working in the following offices throughout the U.S. and Canada.

Atlanta, GA	Glendale, CA	Philadelphia, PA
Boston, MA	Hartford, CT	Phoenix, AZ
Chicago, IL	Houston, TX	Princeton, NJ
Cleveland, OH	Los Angeles, CA	Raleigh, NC
Dallas, TX	Minneapolis, MN	San Francisco, CA
Denver, CO	Montreal, QC	Toronto, ON
Detroit, MI	New Orleans, LA	Washington, DC
Edmonton, AB	New York, NY	

Segal has extensive experience in providing independent, results-driven consulting services to public sector entities throughout the country.

For more than 75 years, we have developed cutting-edge total rewards approaches that provide quality health care, secure retirement, and competitive compensation programs for our clients' employees. Offering comprehensive total compensation and benefits packages requires governments to continually search for cost efficiencies and innovations. Many widely accepted benefit practice and cost containment solutions were originally designed by Segal.

Company History and Staff

The Segal Group was founded as the Martin E. Segal Company in October 1939, early in the development of employee benefit plans in American industry. From the beginning, Segal has been involved in developing health and retirement programs that meet the needs of employees and employers.

In 1967, the Martin E. Segal Company became part of Wertheim & Co. and in 1978 it again became independent when it was repurchased by company management.

In 2001, The Segal Group acquired Marjorie Gross and Company, an award-winning firm specializing in communicating benefits and compensation information, as well as building strategies for effective employer communications.

Early in 2002, The Segal Group acquired Sibson Consulting, a human resources consulting firm dedicated to helping companies improve the return on human capital through talent strategies, effective organization practices, change management, rewards and compensation design, work/life programs and other solutions that help enhance employee performance.

In 2006, The Segal Group acquired Irwin Tepper Associates, Inc., a consulting firm that specializes in asset/liability analysis for employee benefit programs and other organizations.

In 2010, The Segal Group acquired Aon Consulting's multiemployer defined benefit plan and related consulting business in the United States.

In 2012, The Segal Group's investment consulting affiliate, Segal Rogerscasey, acquired Rogerscasey, a global investment consulting firm. The combined entity (Segal Rogerscasey) is a leading global investment solutions firm that provides innovative, client-driven consulting advice and outsourcing solutions. The firm has been in operation for more than 40 years and is one of the largest U.S.-based investment consultants.

In 2013, The Segal Group's Fiduciary Liability Insurance Practice was incorporated as the insurance brokerage subsidiary of The Segal Group, Inc., and named Segal Select Insurance Services, Inc. Segal Select works with plan sponsors to obtain a full range of fiduciary insurance and fidelity bond coverage as well as employment practices liability insurance and cyber liability coverage.

In 2014, The Segal Group acquired the Human Resources Consulting Division of Waters Consulting and combined it with Segal's Public Sector Compensation and Bargaining Practice. The combined entity, Segal Waters Consulting, provides compensation and human resources consulting solutions to public sector entities.

Also in 2014, The Segal Group acquired a portion of the business of Moroni Fantin, an employee benefits consulting firm (which has now ceased operations) specializing in working with Michigan and national, mid-market, self-insured health plans.

In 2017, Segal Rogerscasey (SRC) acquired Marco Consulting Group (MCG) combining our investment, research and consulting strengths. The combined firm has been renamed Segal Marco Advisors.

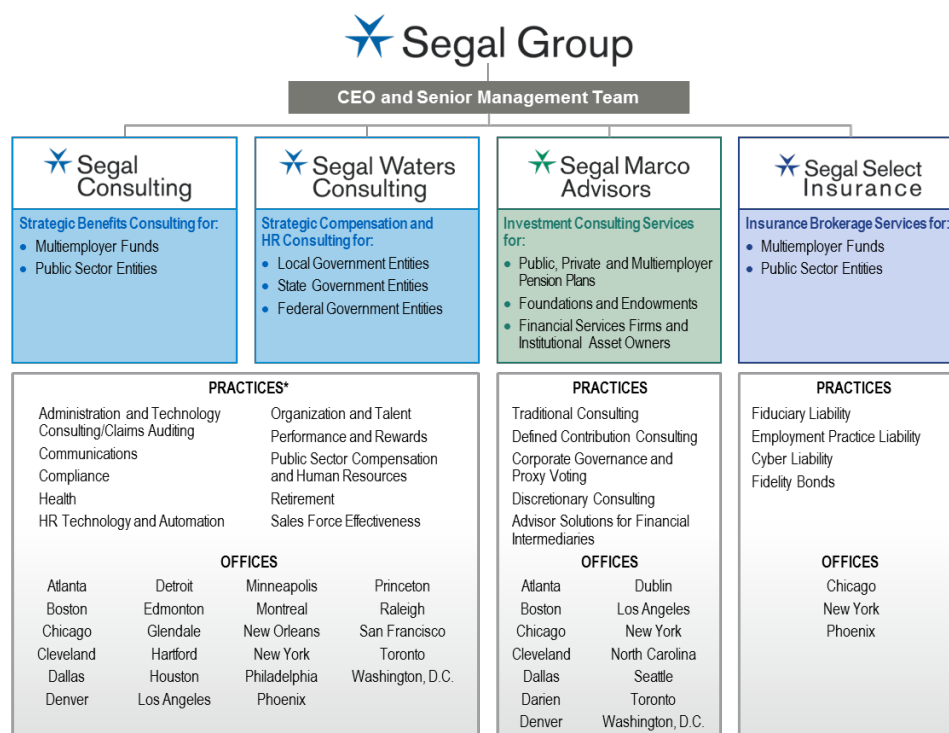
The Segal Group is a founding member of the Multinational Group of Actuaries and Consultants (MGAC), whose member companies across the world meet clients' needs for assistance in international benefits planning.

Segal Consulting, Sibson Consulting, Segal Rogerscasey and Segal Select are all members of The Segal Group. While company names and logos have evolved over the firm's 75 year history, members of The Segal Group remain independent, employee-owned firms that provide unbiased consulting.

The Segal Group is a private corporation owned by its active officers, with no shareholder owning more than 5% of the common stock. Our firm's chief officers are:

- Joseph Lo Cicero – Chairman
- John DeMairo – Vice Chairman
- David Blumenstein – President and Chief Executive Officer
- Ricardo DiBartolo – Senior Vice President, Chief Financial Officer and Treasurer
- Margery Sinder Friedman, Esq. – Secretary and General Counsel

Company Organization Chart



* Our **legislative** expertise and **research** functions are headquartered in the Washington, D.C. office.

This organizational chart demonstrates the specialized service offerings and market-specific expertise of subsidiaries and divisions of The Segal Group. Additional details about the dates of incorporation of our subsidiaries and the relation to parent company The Segal Group can be provided upon request.

Summary of Segal Services

Segal is a completely independent organization with no ties to any other companies. Our only interest is in providing unbiased solutions to clients' total rewards needs. Visit us at www.segalco.com.

Our comprehensive array of results-driven consulting and actuarial services includes strategic planning and program designs that align human resources strategies with staffing needs. Segal serves three distinct markets—Public Sector, Corporate and Multiemployer—with services, staff and expertise available to consult on the full range of health, retirement, and compensation issues in each of these markets.

➤ **Human Resources Consulting**

- Total compensation philosophy development
- Total rewards system design and implementation
- Customized compensation market assessments and cost modeling
- Classification studies and job description development
- Job evaluation and internal equity analyses
- Performance Management
- Employee opinion surveys to support reward system design
- Collective bargaining support

➤ **Health and Welfare Plan Consulting**

- Medical, dental, disability, prescription drug and vision benefits plan design
- Valuation of retiree health plan liabilities and obligations according to GASB (Governmental Accounting Standards Board)
- Cost management strategies
- Financial forecasting and trend analysis
- Plan trend and industry benchmarking
- Plan administration and compliance strategies
- Vendor selection, contracting, and management services
- Quality performance standards

➤ **Retirement Plan Consulting**

- Defined benefit and defined contribution consulting
- Actuarial valuations and audits
- Supplemental savings plans 457, 403(b), 401(k)
- Deferred Retirement Option Plans and Partial Lump Sum Plans

➤ **Compliance Consulting**

- Preparation and review of plan documents, enrollment information, and participant correspondence
- Internal Revenue Code, state and local law, and GASB compliance
- HIPAA assessment, compliance and training programs
- SPD (Summary Plan Descriptions) review, drafting, and redesign

- **Claims Audit Consulting**
 - Analysis of medical, dental, disability, vision, and/or prescription drug claims administration and transaction processes
 - Assurance of financial and procedural accuracy in compliance with plan provisions and timeliness of claims adjudication
 - Review of insurance carriers, third party administrators, and self-administered plans
- **Communications Consulting**
 - Communications assessments, employee research, strategic planning
 - Organizational change communications
 - Compensation and performance management communications
 - Personalized communications and benefit statements
 - Web site content development and design
- **Administrative and Technology Consulting**
 - Review of strategic initiatives and business objectives
 - Assessment of administrative processes, organizational structure, and operational technology
 - Feasibility studies of administrative alternatives
 - Process re-engineering
 - Technology assessment, acquisition, and
 - Implementation
- **Investment Consulting** (through our SEC-registered affiliate, Segal Rogerscasey)
 - Asset Allocation and Investment Strategies
 - Asset/Liability Modeling (ALM)
 - Manager Searches
 - Performance Measurement
 - Alternative Investment Research
 - Fiduciary Services
 - Model Portfolios
 - MasterManagerSM
 - Strategy-Specific Hedge Fund Portfolios
 - Retire Funds
 - Defined Contribution Services and Vendor Searches

B. Qualifications

Segal Waters Consulting

Segal Waters Consulting has offered human resources consulting services dedicated to our public sector and collectively bargained clients since 1997 including:

- Human Resources Functional Assessments
- Total compensation market studies
- Total compensation system design and implementation
- Job classification analyses
- Job evaluation system design and implementation
- Performance management system design and implementation
- Employee opinion surveys
- Cost modeling

Our consulting approach is based on customized solutions to meet specific needs, not “off-the-shelf” systems. Our goal is to maximize the value of total rewards by encouraging employee participation in our engagements. This is crucial to a successful outcome.

Human Resources Functional Assessments

We conduct assessments of all activities that support human resources. This includes evaluating the staffing, effectiveness of payroll, compensation, benefits, classification, recruitment and selection, training, employee relations, civil service rules, regulations and procedures. Our approach identifies strengths and weaknesses that impact effective human resources management.

Total Compensation Market Studies

We conduct total compensation market analyses targeted to specific comparable employers. This process identifies benchmark positions that are representative of an employer’s workforce. The surveys capture information on pay ranges, maximum hiring pay rates, pay progression policies, performance-based reward systems, paid time off, health and welfare related benefits, and retirement benefits. As a routine part of any project, Segal Waters provides clients with all detailed source data received through our surveys.

Total Compensation System Design and Implementation

We design total reward systems by working with clients to develop compensation philosophies that support organizational strategic goals and compensation best practices. We frequently work with clients to transform longevity-based pay programs to performance-based systems. Additionally, we often work with our clients in a joint labor-management environment to facilitate and communicate reward system changes.

Job Classification Analyses

Classification studies include development and analysis of position questionnaires and employee interviews as the basis for evaluating and streamlining the classification structure. Additionally, we can assist in developing customized job descriptions that are consistent with legislation such as FLSA and ADA.

Job Evaluation System Design and Implementation

Our Segal Evaluator™ point-factor method of job evaluation is easily understood and provides an internal hierarchy based on established factors common to jobs throughout the organization. This approach determines the eight specific compensable factors customized to support the operating environment and organizational structure of each client.

Performance Management

Based on an organization's compensation strategy, we will develop a performance management approach that includes tools to measure individual and group performance as well as tie the performance management system to a pay delivery approach.

Employee Opinion Surveys

As part of evaluating total compensation programs, we frequently design and implement opinion surveys to measure employees' preferences and priorities regarding all aspects of their rewards of work (direct compensation, paid leave, benefits programs, work environment, career opportunities, affiliation with the organization, and other aspects). Our analysis can include comparisons of demographic groups, highlighting differences by occupational categories, career stage, or other groupings. In addition, we often conduct employee engagement surveys to understand employees' level of motivation and morale, turnover potential, and other measurable aspects of commitment and engagement with the organization.

Cost Modeling

Most reward system redesigns result in a fiscal impact to the employer. Our modeling approach not only identifies the immediate impact of implementation, but also provides a multi-year perspective to identify steady employer costs.

Segal Waters' Project Team

We bring to this project an excellent combination of skills and experience in public sector compensation, classification and performance management analysis and design.

The project team consists of experienced consultants who are dedicated to meeting the needs of the ATD in a manner that is cost efficient, timely, and of high quality. Our team has relevant advanced degrees and professional certifications including Certified Compensation Professional (CCP) through WorldatWork, Senior Professional in Human Resources (SPHR) through the Society for Human Resources Management (SHRM), and International Public Management Association for Human Resources (IPMA-HR). Many of our team members are working towards obtaining Certified Compensation Professional (CCP) designation through WorldatWork.

Staff Member	Role
Elliot R. Susseles, CCP	National Practice Leader
Ruth Ann Eledge, SPHR	Senior Consultant, Project Manager
Brian Klebba	Associate Consultant
Joyce Powell, CCP	Senior Associate
Cristy Reetz	Associate Consultant
Melinda Castellon	Senior Associate
Fredericka Ogbazi	Associate
Holly Waggoner	Associate

C. Experience

City of Fort Worth, TX

1000 Throckmorton Street
Ft. Worth, TX 76102

Mr. Brian Dickerson
Director of Human Resources

(817) 392-7783
Brian.Dickerson@fortworthtexas.gov

- Researched, developed and recommended compensation structures for the City's general level exempt and non-exempt job classifications utilizing market data provided by the City and proposed a job classification system to upgrade or replace the City's current job classification system for their general employee classifications
- Analyzed approximately 435 job titles covering approximately 3,745 employees
- Analyzed market data provided by the City for 134 benchmark jobs from approximately 35 benchmark organizations using market data collected and provided by the City
- Updated current pay schedules and design recommended salary schedules. Recommend compensation structures for the City's exempt classifications
- Developed options and approaches for long-term sustainability; facilitated discussions on successful approaches for system maintenance, including policy changes to guide future compensation approaches based on best practices
- Prepared and delivered report; provided documentation on proposed changes and assist in the communication of these changes; defined the approach to be used in evaluating market changes; identified steps to recommend structure adjustments; provided options for movement through pay ranges; developed administrative guidelines for continued maintenance of the compensation system
- Project Cost (Multiple Projects): \$20,000 - \$170,000
- Key Personnel: Ruth Ann Eledge, Cristy Reetz, Joyce Powell
- *Dates of Services: 2014 - Current Client*

City of Houston, TX

HR Financial and Accounting
Management
611 Walker, 4th Floor
Houston, Texas 77002

Omar C. Reid
*Formerly City of Houston - Director
of Human Resources*
Currently Harris Health System -
Senior Vice President of Human
Resources

(713) 566-6255
Omar.reid@harrishealth.org

- Reviewed and redesigned job classification system and structure for 14,000 employees
 - Developed a total compensation labor market survey and database for 109 benchmark municipal jobs in 19 job families and Uniformed Police and Fire jobs
 - Reviewed and redesigned point-factor job evaluation system
 - Reclassified all civilian job titles
 - Supported negotiations with police and fire fighter employee associations
 - Worked with joint labor-management committee to develop revised prevailing wage rates applicable to unionized skilled trade occupations
 - Conducted and Environmental Scan to collect information from four (4) key major cities regarding practices for supporting their workforce through the HR function including organizational structure and internal processes
 - Currently provide benefits consulting services related to health plan evaluations, prescription drug, dental program, health benefit claims auditing, and total compensation statements
 - Project Cost (Multiple Projects): \$20,000 - \$500,000
 - Key Personnel: Elliot R. Susseles, Ruth Ann Eledge
 - *Dates of Services: 1998 – Current Client*
-

City of Wylie, TX 300 Country Club Drive # 100 Wylie, Texas Mr. Chris Holsted Assistant City Manager (972) 516-6410 chris.holsted@wylietetexas.gov	<ul style="list-style-type: none"> • Comprehensive classification and compensation study for over 235 employees • A customized point factor system for use in evaluating changes in position responsibility for employees and to ensure internal equity • A process to collect data on Job Classifications, providing information to meet FLSA, ADA, and other local, state, and federal requirements • Applicable policies, procedures and guidelines to provide for implementation, ongoing administration and maintenance • Developed a new Performance Management System including philosophy, customized appraisal forms, competencies and performance behaviors; training manual for Managers/Supervisors and onsite training • Project Cost (Multiple Projects): \$22,500 - \$38,000 • Key Personnel: Ruth Ann Eledge, Cristy Reetz • <i>Dates of Services: 2013 – 2016</i>
City of Missouri City, TX 1522 Texas Parkway Missouri City, TX 77489 Edward G. Williams, Ph.D. Director, Department of Human Resources & Organizational Development (281) 403.8500 EWilliam@missouricitytx.gov	<ul style="list-style-type: none"> • Conducted market survey for 85 benchmark job titles • Adjusted the current pay schedule(s) to reflect market movement • Identified grade assignment changes based on market differences • Estimated the cost of implementing the recommended pay schedule • Developed recommendations regarding placement of each employee within the pay ranges • Developed and delivered presentation to senior management or elected officials • Project Cost (Multiple Projects): \$20,000 - \$40,000 • Key Personnel: Ruth Ann Eledge, Cristy Reetz, Joyce Powell • <i>Dates of Services: 2006 - 2016</i>
Washington Metropolitan Area Transit Authority 600 5th Street NW, Room 301-B Washington, DC 20001 Ms. Gayle L. Gray Director, Office of Labor Relations (202) 962-2144 glgray@wmata.com	<ul style="list-style-type: none"> • Conducted multiple total compensation labor market surveys and databases affecting ~ 6,500 employees • Identified current compensation practices in the Baltimore-Washington Metropolitan Area • Supported labor negotiations and arbitrations • Project Cost (Multiple Projects): \$20,000 - \$450,000 • Key Personnel: Elliot R. Susseles • <i>Dates of Services: 1992 – present</i>
Metropolitan Nashville Airport Authority, TN One Terminal Drive Nashville, TN 37214 Ms. Stephanie Ladd Director of Human Resources (615) 275-1619 stephanie_ladd@nashintl.com	<ul style="list-style-type: none"> • Conducted a compensation program analysis and developed a pay philosophy • Conducted job analysis and internal equity review • Conducted FLSA exemption status review • Conducted a comprehensive compensation survey including 78 job titles • Developed market sensitive pay structures • Developed an implementation plan and guidelines for future administration

	<ul style="list-style-type: none"> • Project Cost: \$40,000 • Key Personnel: Ruth Ann Eledge, Cristy Reetz, Joyce Powell • <i>Dates of Services: 2013 – 2014</i>
Raleigh-Durham Airport Authority, NC 1000 Trade Drive RDU Airport, NC 27623 A. Cleon Umphrey, Jr., SPHR, SHRM-SCP Director and Chief Human Resources Officer (919)840-7733 Cleon.Umphrey@rdu.com	<ul style="list-style-type: none"> • Conducted a classification and compensation study for 260 employees covered by 121 job titles • Conducted job analysis and internal equity review • Developed recommendations and updates for classification descriptions • Ensured the classification plan is in compliance with Fair Labor Standards Act (FLSA) • Conducted a comprehensive salary and fringe benefit survey including 60 job titles • Developed proposed new pay plans and recommended pay grade assignments based on market study findings and existing internal equity • Developed an implementation plan, including a financial analysis of costs, and guidelines for future administration • Prepared a comprehensive report of all findings • Project Cost: \$95,000 • Key Personnel: Ruth Ann Eledge, Cristy Reetz, Joyce Powell • <i>Dates of Services: 2015 – 2016</i>

Segal Waters Clients

Federal Government

Administrative Office of the U.S. Courts
U.S. Office of Personnel Management

State Governments

Government of the District of Columbia
State of Alabama
State of Alaska
State of Arizona
State of Colorado
State of Colorado Judicial Department
State of Georgia, Dept of Audits & Accounts
State of Georgia, Merit System
State of Iowa
State of Maine Judiciary
State of Maryland Dept of Budget & Management
State of Maryland Dept of Mental Health
State of Maryland Judiciary
State of Massachusetts Dept of Transportation
State of Massachusetts Treasurer & Receiver
State of Minnesota Judiciary
State of New Jersey Judiciary
State of Rhode Island
State of Vermont Judiciary
State of Washington

Counties

Albemarle County (VA)
Anderson County (SC)
Arlington County (VA)
Barry County (MI)
Boulder County (CO)
City/County of Denver (CO)
Coconino County (AZ)
Deschutes County (OR)
Fairfax County (VA)
Forsyth County (GA)
Harris County Appraisal District (TX)
Isabella County (MI)
Jackson County (TX)
Johnson County (TX)
Kenosha County (WI)
Laramie County (WY)
Laramie County Library System (WY)

Las Vegas – Clark County Library District (NV)
Lexington County (SC)
Los Alamos County (NM)
Macomb County (MI)
Minnehaha County (SD)
Mohave County (AZ)
Oakland County (MI)
Pinal County (AZ)
Prince George's County (MD)
Prince William County (VA)
Santa Barbara County (CA)
Shelby County (TN)
Smith County (TX)
Spotsylvania County (VA)
Waukesha County (WI)

Municipalities

City of Albuquerque (NM)
City of Alexandria (VA) – Dept of Mental Health
City of Asheville (NC)
City of Aurora (CO)
City of Avondale (AZ)
City of Baltimore (MD)
City of Boston (MA)
City of Bowie (MD)
City of Bristol (CT)
City of Bryan (TX)
City of Cape Coral (FL)
City of Carlsbad (CA)
City of Carrollton (TX)
City of Chandler (AZ)
City of College Station (TX)
City of Fort Lauderdale (FL)
City of Fort Worth (TX)
City of Gaithersburg (MD)
City of Garland (TX)
City of Glendale (AZ)
City of Goleta (CA)
City of Goodyear (AZ)
City of Grand Rapids (MI)
City of Greenville (NC)
City of Henderson (NV)
City of Houston (TX)
City of Knoxville (TN)
City of Lansing (MI)
City of Las Vegas (NV)
City of League City (TX)

City of Livermore (CA)
City of Manassas (VA)
City of Maricopa (AZ)
City of Middletown (CT)
City of New Bedford (MA)
City of North Kansas City (MO)
City of Palo Alto (CA)
City of Phoenix (AZ)
City of Prescott (AZ)
City of Raleigh (NC)
City of Salem (VA)
City of San Diego (CA)
City of San Marcos (CA)
City of San Marcos (TX)
City of Santa Cruz (CA)
City of Seattle (WA)
City of Sedona (AZ)
City of Sierra Vista (AZ)
City of Sioux Falls (SD)
City of Solon (OH)
City of Surprise (AZ)
City of Wilmington (DE)
City of Wylie (TX)
Terrebonne Parish (LA)
Town of Acton (MA)
Town of Buckeye (AZ)
Town of Ocean City (MD)

Public School Systems

ABC Unified School District (CA)
Adams 12 Five Star School District (CO)
Arlington Public Schools (VA)
Boulder Valley School District (CO)
Denver Public Schools (CO)
East Baton Rouge Parish School System (LA)
Fairfax County Public Schools (VA)
Lafayette Parish School System (LA)
Loudoun County Public Schools (VA)
Norfolk Public Schools (VA)
Prince George's County Public Schools (MD)
Prince William County Public Schools (VA)
Norfolk Public Schools (VA)
Spokane Public Schools (WA)
Springfield Public Schools (MA)

Transportation Systems

Alaska Railroad Corporation
 Ben Franklin Transit (WA)
 Central Ohio Transit Authority
 C-TRAN (WA)
 Columbus Regional Airport Authority (OH)
 Denton County Transportation Authority (TX)
 Denver Regional Transit District (CO)
 Des Moines Area Regional Transit (IA)
 Golden Gate Bridge and Highway Transportation District (CA)
 Harris County Transp. Authority (TX)
 Hillsborough Area Regional Transit (FL)
 Jacksonville Transp. Authority (FL)
 Lehigh Northampton Airport Authority (PA)
 Maryland Transit Administration
 Massachusetts Bay Transportation Authority
 Massachusetts Department of Transportation
 Metro St. Louis (MO)
 Metropolitan Atlanta Rapid Transit Authority (GA)
 Metropolitan Nashville Airport Authority (TN)
 National Railway Labor Commission
 New Jersey Turnpike Authority
 Orange County Transportation Authority (CA)
 Pace, Suburban Bus Division of the RTA (IL)
 Port Authority of Allegheny County (PA)
 Port of Houston Authority (TX)
 Raleigh-Durham Airport Authority (NC)
 San Francisco Bay Area Rapid Transit (CA)
 San Mateo County Transit (CA)
 Southern California Regional Rail Authority (CA)
 Transit Management of Southeast Louisiana, Inc. (LA)
 Transit Management of Washoe County (NV)
 Valley Metro/RPTA (AZ)
 Victor Valley Transit Authority (CA)
 Virginia Railway Express (VA)
 Washington Metropolitan Area Transit Authority (DC)

Utilities/Water Authorities

Birmingham Water Works Board (AL)
 Castaic Lake Water Authority (CA)
 Central Arizona Project (AZ)
 City of Austin - Austin Energy (TX)
 Coachella Valley Water District (CA)
 Colorado Springs Utilities
 Columbus Water Works (GA)
 Denver Water (CO)
 Des Moines Water Works (IA)
 District of Columbia Water & Sewer Authority
 Easton Utilities Commission (MD)
 Fairfax Water (VA)
 Greenville Utilities Commission (NC)
 Guadalupe-Blanco River Authority (TX)
 Kerrville Public Utilities Board (TX)
 Loudoun Water (VA)
 Metropolitan District Commission (CT)
 Navajo Tribal Utility Authority (AZ)
 New Braunfels Utilities (TX)
 Orange County Public Utilities (FL)
 Platte River Power Authority (CO)
 Prince William County Service Authority
 Raleigh Public Utilities District (NC)
 Texas Municipal Power Authority
 Toho Water Authority (FL)
 Upper Occoquan Service Authority (VA)

Other Public Authorities

Cuyahoga Library District (OH)
 Illinois Teachers Retirement System
 Northern California UFCW
 North Carolina Education Lottery (NC)
 Northern Virginia Regional Park Authority

Public Sector Higher Education

Central Piedmont Community College (NC)
 Central New Mexico Community College
 College of the Mainland (TX)
 Collin County Community College District (TX)
 Colorado Community College System
 Community College of Philadelphia (PA)
 George Mason University (VA)
 Grand Rapids Community College (MI)
 James Madison University (VA)
 Milwaukee Area Technical College (WI)
 Morehead State University (KY)
 Montgomery College (MD)
 Mott Community College (MI)
 Northern Virginia Community College
 Northern Wyoming Community College
 Palomar College (CA)
 Parkland College (IL)
 Portland Community College (OR)
 Radford University (VA)
 Texas A&M University Libraries
 Thomas Edison State College (NJ)
 University of the District of Columbia
 Virginia Community College System
 Virginia Tech (VA)
 Yavapai Community College (AZ)

D. Resumes and Qualifications of Professional Personnel

We invite you to review the resume of each team member on the following pages.

Expertise

Mr. Susseles joined the firm in 1992. He serves as Segal's National Practice Leader for Segal Waters Consulting. As a member of Segal's Public Sector Leadership Group, Mr. Susseles collaborates with benefits related Practice Leaders to shape Segal's total rewards consulting philosophy.

Clients

Federal Agencies

Administrative Office of the U.S. Courts
U.S. Office of Personnel Management

State Agencies

State of Alabama
State of Alaska
State of Arizona
State of Colorado
State of Colorado Judiciary
State of Georgia, Dept. of Audits & Accounts
State of Iowa
State of Maine Judiciary
State of Maryland, Dept. of Budget & Management
State of Maryland Judiciary
State of Massachusetts Department of Transportation
State of Massachusetts Office of the Treasury
State of Minnesota Judiciary
State of New Jersey Judiciary
State of North Carolina
State of Rhode Island
State of Tennessee
State of Vermont Judiciary
State of Washington
Government of the District of Columbia

Counties

Arlington County (VA)
Barry County (MI)
City/County of Denver (CO)
Fairfax County (VA)
Forsyth County (GA)
Kenosha County (WI)
Isabella County (MI)
Macomb County (MI)

Minnehaha County (SD)
Mohave County (AZ)
Pinal County (AZ)
Spotsylvania County (VA)

Municipalities

City of Baltimore (MD)
City of Bristol (CT)
City of Carrollton (TX)
City of Fort Lauderdale (FL)
City of Gaithersburg (MD)
City of Grand Rapids (MI)
City of Houston (TX)
City of Knoxville (TN)
City of Phoenix (AZ)
City of North Kansas City (MO)
City of Raleigh (NC)
City of San Marcos (TX)
City of Sioux Falls (SD)
City of Seattle (WA)
City of Sedona (AZ)
City of Sioux Falls (SD)
City of Solon (OH)
City of Wilmington (DE)

K-12 School Districts

Adams 12 School District (CO)
Arlington Public Schools (VA)
Boulder Valley Public Schools (CO)
Denver Public Schools (CO)
East Baton Rouge Parish School System (LA)
Jefferson County Public Schools (CO)
Lafayette Parish School System (LA)
Prince George's County Public Schools (MD)

Transportation

Central Ohio Transit Authority
Des Moines Area Regional Transit (IA)
Hillsborough Area Regional Transit Authority (FL)
Jacksonville Transportation Authority (FL)
Lehigh Northampton Airport Authority (PA)
Massachusetts Bay Transportation Authority
Massachusetts Department of Transportation
Metro St. Louis (MO)
National Railway Labor Conference
New Jersey Turnpike Authority
Orange County Transportation Authority (CA)
Port Authority of Allegheny County (PA)
Port of Houston Authority (TX)
Regional Transit District (CO)
San Francisco Bay Area Rapid Transit (CA)
Southeast Louisiana Transit Authority
Virginia Railway Express (VA)
Washington Metro Area Transit Authority (DC)

Other Public Agencies

Cuyahoga Library District (OH)
Ohio Public Employees Retirement System
Las Vegas – Clark County Library District

Public Utilities

Birmingham Water Works Board (AL)
Des Moines Water Works (IA)
Denver Water (CO)
DC Water & Sewer Authority
Easton Utilities Commission (MD)
Metropolitan District Commission (CT)
Prince William County Service Authority (VA)

Professional Background

Prior to joining Segal, Mr. Susseles served as Associate Director of Labor Relations for the District of Columbia where he was responsible for the District's labor economics program in support of negotiations.

He has extensive experience in government finance and human resources including working for the Washington Metropolitan Area Transit Authority as a labor economist and with the New York City Transit Authority as Chief of the Office of Labor and Cost Analysis. Mr. Susseles served as Assistant Director of Research and Negotiations for AFSCME's for a major public sector union.

Mr. Susseles has served on the adjunct faculty of the City University of New York, The New School University, USDA Graduate School, Kingsborough Community College, and Prince Georges Community College.

Education/Professional Designations

Mr. Susseles graduated from Hofstra University with a B.A. in Economics and from New York University with an M.A. in Economics. He is a member of WorldatWork and the International Personnel Management Association – Human Resources (IPMA-HR). He is a Certified Compensation Professional (CCP).

Published Works/Speeches

- “Total Compensation, Cost Versus Value”, IPMA-HR 2015 National Conference
- “Maintaining competitiveness in Tough Economic Times,” NASPE 2010 National Conference
- “Managing through Fiscal Stress,” IPMA-HR 2009 Training Conference.
- “Eight Steps to Instituting a Successful Reduction in Force, and One Interesting Alternative,” IPMA-HR News, February 2009.
- “How Employees Value the Rewards of Their Work: Results from Segal’s 2007 Public Sector Rewards of WorkSM,” IPMA-HR Conference, October 2007.
- “It’s Not Just About Pay,” IPMA-HR News, June 2006.
- “The Key Role of Labor-Management Committees in Achieving Successful Negotiations,” *IPMA-HR News*, August 2003.

Expertise

Ruth Ann Eledge is a Vice President of Segal Waters Consulting. In this role, she leads and oversees many of our Human Resources studies and compensation projects and works closely with the entire consulting team to ensure on-time delivery while meeting the quality requirements of our clients.

Clients

Counties

Bandera County Appraisal District (TX)
Comal County (TX)
Gillespie County (TX)
Harris County Appraisal District (TX)
Howard County (MD)
Jackson County (TX)
Jefferson County (CO)
Lake County (IL)
Lincoln County (SD)
McKinley County (NM)
Montrose County (CO)
Pointe Coupee Parish (LA)
Terrebonne Parish (LA)

Municipalities

City of Addison (TX)
City of Auburn (AL)
City of Beeville (TX)
City of Bryan (TX)
City of Cedar Hill (TX)
City of Chandler (AZ)
City of Chapel Hill (NC)
City of Charlotte (NC)
City of Cibola (TX)
City of College Station (TX)
City of Colorado Springs (CO)
City of Crowley (TX)
City of Danville (VA)
City of Edinburg (TX)
City of Farmers Branch (TX)
City of Fort Worth (TX)
City of Fountain (CO)
City of Goleta (CA)
City of Granbury (TX)
City of Greenville (NC)

City of Greenville (SC)
City of Groves (TX)
City of Hondo (TX)
City of Houston (TX)
City of Leon Valley (TX)
City of Liberty (TX)
City of Lufkin (TX)
City of Lynnwood (WA)
City of Mandeville (LA)
City of Marana (AZ)
City of Mesquite (TX)
City of Missouri City (TX)
City of Mont Belvieu (TX)
City of Morgantown (WV)
City of Oklahoma City (OK)
City of Oro Valley (AZ)
City of Overland Park (KS)
City of Palo Alto (CA)
City of Pecos City (TX)
City of Peoria (IL)
City of Portland (TX)
City of Round Rock (TX)
City of San Marcos (CA)
City of Sierra Vista (AZ)
City of Simpsonville (SC)
City of Sugar Land (TX)
City of Thibodaux (LA)
City of Thornton (CO)
City of Tyler (TX)
City of Upper Arlington (OH)
City of Victoria (TX)
City of West University Place (TX)
City of Wylie (TX)
City of York (PA)
Town of Highland Park (TX)
Village of Winnetka (IL)

Public Utilities

Austin Energy (TX)
Colorado Springs Utilities
Columbus Water Works (GA)
Floresville Electric (TX)
Greenville Utilities Commission (NC)
Guadalupe Brazos River Authority (TX)
Karnes Electric Cooperative, Inc. (TX)
New Braunfels Utilities (TX)
Orange Water and Sewer District (NC)
San Miguel Electric Cooperative, Inc. (TX)
Texas Municipal Power Agency (TX)
Toho Water Authority (FL)

Other Public Agencies

Anderson Public Library (IN)
Indianapolis-Marion County Library System (IN)
Kansas City, Kansas Housing Authority
Montgomery County 911 (TX)
North Carolina Education Lottery
North Little Rock, Arkansas Housing Authority
Recreation & Park Commission for the Parish of East Baton Rouge (LA)
Tarrant County 9-1-1 (TX)
Career Source of Palm Beach County (FL)

K-12 School Districts

Adams 12 Five Star School District (CO)

Higher Education

College of the Mainland (TX)
Collin County Community College (TX)
Harford Community College (MD)
Lamar University (TX)
Northeast Community College (NE)
Texas A & M University – Libraries

Pension/Retirement Systems

Austin Employee Retirement System (TX)
El Paso City Employees' Pension Fund (TX)
Fire and Police Pension Association of Colorado
State Universities Retirement System of Illinois (SURS)
Teacher's Retirement System of Illinois (TRS)
Texas Association of Public Employee Retirement Systems (TEXPERS)

Transportation

Capital District Transit Authority (CDTA) (NY)
City of Charlotte (NC) - Airport Authority
C-TRAN (WA)
Jacksonville Port Authority (JAXPORT) (FL)
Metropolitan Nashville Airport Authority (TN)
Niagara Frontier Transit Authority (NFTA) (NY)
Port of Houston Authority (TX)
Raleigh-Durham Airport Authority (NC)
Sacramento Regional Transit District (CA)

Professional Background

Prior to joining Segal, Ms. Eledge worked at The Waters Consulting Group, one of the most experienced firms in public sector human resources and compensation consulting, which was acquired by Segal in 2014. Before joining Waters Consulting Group in 2000, Ms. Eledge served as the City of Austin's Director of Human Resources and Civil Service. Under her leadership, the City received an A+ rating from Governing Magazine for having a top Human Resource Department in 2000, an honor given only to two cities nationwide. Ms. Eledge has worked closely with various boards and commissions for the City of Austin, Texas, including the Civil Service Commission, Human Rights Commission, Mayor's Committee for Persons with Disabilities, and the City Council Affirmative Action Subcommittee.

Education/Professional Designations

Ruth Ann received her Master's degree (MPA) from Southwest Texas State University and her Bachelor's degree from the University of Texas at Austin.

Expertise

Mr. Klebba is an Associate Consultant with Segal Waters Consulting, with more than 25 years of human resources experience.

Clients

Counties

Macomb County (MI)

Municipalities

City of Lansing (MI)

City of League City (TX)

Higher Education

Milwaukee Area Technical College (WI)

Transportation

Columbus Regional Airport Authority (OH)

Professional Background

Prior to joining Segal, Mr. Klebba worked for the City of Grand Rapids (MI) as a Senior Human Resources Analyst, working with 8 labor unions and 13 bargaining units, covering 1,550 employees. Previously, Mr. Klebba was the Assistant Director of Human Resources for Ingham County (MI).

Education/Professional Designations

Mr. Klebba received his Bachelor's degree from the Michigan State University and is a member of the Michigan Public Employer Labor Relations Association and the International Public Management Association. Additionally, Brian was a past member of the Michigan Association of County Personnel Officers Association; past Program Chair and President and past Advisory Board Member, Davenport University, Lansing Campus, Curriculum of the Development and Community Outreach.

Speeches and Published Works

- “Citywide Transformation with the Implementation of a 311 Customer Service initiative”. A paper to describe, leverage and justify the creation and implementation of the 311 model of customer service.
- “Executive Management Flexible Compensation Methods”. A plan for the reorganization of classification of Executive, Senior Level Department Directors and Managers allowing for flexible compensation levels by assignment.

Expertise

Joyce C. Powell is a Senior Associate in with more than 20 years of hands-on compensation experience, ten of which have been in the public sector. Her expertise includes conducting market analyses; designing pay structure; conducting FLSA classification reviews and internal equity reviews; developing and costing pay plan implementation scenarios; writing job descriptions; developing custom survey documents, and developing affirmative action plans. She is also experienced in job analysis and job evaluation.

Clients

State Agencies

State of Massachusetts, Office of the State
Treasurer (MA)

Counties

Comal County (TX)
Gillespie County (TX)
Isabella County (MI)
Jefferson County (CO)
Lake County (IL)
McKinley County (NM)
Montrose County (CO)
Pointe Coupee Parish (LA)

Municipalities

City of Addison (TX)
City of Auburn (AL)
City of Beeville (TX)
City of Cape Coral (FL)
City of Cedar Hill (TX)
City of Chapel Hill (NC)
City of Cibolo (TX)
City of Colorado Springs (CO)
City of Crowley (TX)
City of Danville (VA)
City of Denver (CO)
City of Farmers Branch (TX)
City of Fort Worth (TX)
City of Fountain (CO)
City of Grand Rapids (MI)
City of Greenville (NC)
City of Greenville (SC)
City of Hondo (TX)
City of Leon Valley (TX)
City of Liberty (TX)

City of Lufkin (TX)
City of Lynnwood (WA)
City of Marana (AZ)
City of Mesquite (TX)
City of Missouri City (TX)
City of Morgantown (WV)
City of Oklahoma City (OK)
City of Oro Valley (AZ)
City of Overland Park (KS)
City of Palo Alto (CA)
City of Peoria (IL)
City of Portland (TX)
City of Round Rock (TX)
City of San Marcos (CA)
City of Sierra Vista (AZ)
City of Simpsonville (SC)
City of Sugar Land (TX)
City of Thibodaux (LA)
City of Thornton (CO)
City of Upper Arlington (OH)
City of Victoria (TX)
City of West University Place (TX)
City of York (PA)
Town of Highland Park (TX)
Village of Winnetka (IL)

Higher Education

Central New Mexico Community College
College of the Mainland (TX)
Collin County Community College
Harford Community College (MD)
Lamar University (TX)
Northeast Community College (NE)

Public Utilities

Austin Energy (TX)
Brown & Caldwell
Colorado Springs Utilities
Guadalupe Brazos River Authority (TX)
New Braunfels Utilities (TX)
Orange County Utilities (FL)
Orange Water and Sewer District (NC)
San Miguel Electric Cooperative, Inc. (TX)
Texas Municipal Power Agency (TX)

Other Public Agencies

Indianapolis-Marion County Library System
Kansas City, Kansas Housing Authority
Montgomery County 911 (TX)
North Carolina Education Lottery
North Little Rock, Arkansas Housing
Career Source of Palm Beach County (FL)

Pension/Retirement Systems

Fire and Police Pension Association of CO
State Universities Retirement System of IL
Teacher's Retirement System of Illinois (TRS)

Transportation

C-Tran
Capital District Transit Authority (NY)
City of Charlotte (NC) - Airport Authority
Denton County Transportation Authority (TX)
Des Moines Area Regional Transit (IA)
Hillsborough Area Regional Transit (FL)
Jacksonville Port Authority (JAXPORT) (FL)
Metropolitan Nashville Airport Authority (TN)
Niagara Frontier Transit Authority (NFTA)
Sacramento Regional Transit District (CA)

Professional Background

Prior to joining Segal, Ms. Powell served as an independent consultant working for private and public sector organizations in a variety of industries including energy and oil, health care, information services, defense, insurance, transportation, and higher education. Prior to consulting, she served as the Supervisor of Compensation and EEO for a subsidiary of a Fortune 500 company.

Education/Professional Designations

Ms. Powell attended West Texas A&M University in Canyon, Texas. She has been a Certified Compensation Professional since 1990 and is an active member of WorlDatWork and the North Texas Compensation Association. She is also an active member of the Society for Human Resource Management and the Dallas Human Resources Management Association.

Speeches and Published Works

Ms. Powell has co-authored articles in ICMA's The Municipal Year Book: "Salaries of Municipal Officials, 2008"; "Salaries of Municipal Officials, 2009;" and "Salaries of Municipal Officials, 2010."

Expertise

Cristy Reetz serves as an Associate Consultant at Segal Waters Consulting. She develops custom compensation programs to meet our client's strategic goals and philosophy. In her time with Segal Waters, Cristy has worked on numerous cases involving classification, compensation, job evaluation, FLSA, organizational, and staffing analyses.

Clients

State Agencies

State of Maine Judicial Branch
State of Minnesota Judicial Branch
State of Vermont Judicial Branch
State of Washington

Counties

Barry County (MI)
Boulder County (CO)
Bandera County Appraisal District (TX)
Coconino County (AZ)
Deschutes County (OR)
Harris County Appraisal District (TX)
Isabella County (MI)
Jackson County (TX)
Johnson County (TX)
Lake County (IL)
Lexington County (SC)
Lincoln County (SD)
Macomb County (MI)
McKinley County (NM)
Santa Barbara County (CA)
Shelby County (TN)

Municipalities

City of Addison (TX)
City of Auburn (AL)
City of Avondale (AZ)
City of Bryan (TX)
City of Charlotte (NC)
City of College Station (TX)
City of Colorado Springs (CO)
City of Concord (NC)
City of Durham (NC)
City of Edinburg (TX)
City of Fort Lauderdale (FL)
City of Fort Worth (TX)

City of Goleta (CA)
City of Goodyear (AZ)
City of Granbury (TX)
City of Grand Rapids (MI)
City of Gun Barrel City (TX)
City of Lynnwood (WA)
City of Mandeville (LA)
City of Marana (AZ)
City of Missoula (MT)
City of Missouri City (TX)
City of Pecos City (TX)
City of Peoria (IL)
City of Poway (CA)
City of Prescott (AZ)
City of Round Rock (TX)
City of Santa Cruz (CA)
City of Wylie (TX)

Higher Education

Collin County Community College (TX)
Texas A & M University – Libraries

Public Schools

Arlington Public Schools (VA)

Pension/Retirement Systems

Texas Assoc. of Public Employee Retirement Systems
Teacher's Retirement System of Illinois

Transportation

Bay Area Rapid Transit (CA)
City of Charlotte (NC) - Airport Authority
Hillsborough Area Regional Transit (FL)
Metropolitan Nashville Airport Authority (TN)
Niagara Frontier Transit Authority (NY)
Port of Houston Authority (TX)
Raleigh-Durham Airport Authority (NC)

Public Utilities

Colorado Springs Utilities
Columbus Waters Works (GA)
Denver Water (CO)
Floresville Electric (TX)
Kerrville Public Utilities (TX)
Prince William County Service Authority (VA)
Toho Water Authority (FL)

Other Public Agencies

Anderson Public Library (IN)
Career Source of Palm Beach County (FL)
North Carolina Education Lottery
North Little Rock Housing Authority (AK)
Rec & Park Commission East Baton Rouge

(LA)

Professional Background

Cristy's background includes a logistics position on a U.S. Senate campaign, assisting a former St. Paul, MN mayor and performing multiple administrative and project related duties for The League of Women Voters Minnesota, whose work focuses on public interest lobbying and voter service.

Education/Professional Designations

Cristy Reetz received her B.A. in Social Science from Metropolitan State University in St. Paul, MN. Her major emphasis being research methodologies in Political Science, including successful completion of a capstone project involving Comparative Politics and Employment Legislation. Cristy is a member of WorldatWork and is in process of attaining her Certified Compensation Professional (CCP) designation.

Expertise

Mrs. Castellon joined Segal Waters Consulting in November 2017. She performs complex analytical work for total compensation market studies and job classification analysis.

Professional Background

Before joining Segal Waters, as a Training and Development Manager for the University of New Orleans, Melinda was responsible for development, implementation and delivery of all training and professional development programs university-wide. Melinda has had extensive experience in design and implementation of classification and compensation plans as a Human Resources Analyst at the University Medical Center in New Orleans, LA.

Education

Melinda earned a Bachelor's degree in Psychology from McNeese State University and a Master's degree in Industrial Psychology from Louisiana Tech University.

Expertise

Mrs. Ogbazi joined Segal Waters Consulting in January 2016. She performs analytical work for total compensation market studies and job classification analysis.

Clients

Counties

Deschutes County (OR)

Isabella County (MI)

Macomb County (MI)

Santa Barbara County (CA)

Municipalities

City of Goodyear (AZ)

City of Grand Rapids (MI)

City of Greenville (NC)

Utilities

Colorado Springs Utilities (CO)

Toho Water Authority (FL)

Transportation

Port of Houston Authority (TX)

Professional Background

Before joining Segal Waters, Fredericka worked as proposal assistant supporting the department in proposal development and production processes relating to developing responses to government and commercial Requests for Proposals (RFPs) and various types of procurement requests.

Education

Fredericka earned a Bachelor's degree from the University of Illinois at Chicago and a Master's degree in Education (M.Ed.) from DePaul University. Fredericka is currently working towards earning her Master in Public Affairs (MPA) and attain the Certificate in Local Government Management at the University of Texas at Dallas. Her capstone project involves Collin County in the State of Texas expenses on technology. The study and goal was to determine how the county compares to its peer groups regarding technology upgrades.

Expertise

Holly joined Segal Waters Consulting in August 2016 as a Compensation Analyst within their consulting group. She performs analytical work for total compensation market studies and job classification analysis.

Clients

Counties

Shelby County Government (TN)

Municipalities

City of College Station (TX)

City of Fort Lauderdale (FL)

Utilities

Columbus Water Works (GA)

Kerrville Public Utility Board (TX)

Orange County Utilities (FL)

Professional Background

Before joining Segal Waters, Holly worked as a Compensation Analyst for Tenet Healthcare, a multinational healthcare services company based in Dallas, where she provided analytical support to multiple hospital and related entities across the United States in the design, implementation, and monitoring of compensation programs for union and non-union employee groups.

Prior to her work with Tenet Healthcare, Ms. Waggoner served as an Associate within KPMG's Advisory Services practice focusing on banking and energy-services clients. While there, she assisted a variety of Fortune 500 firms in addressing functional challenges through strategy revisions, reconsidered business models, and remediation efforts.

Education

Holly earned a Bachelor's degree from Indiana University in Bloomington.

E. Provide any Other Information you Deem Appropriate

Segal Waters has conducted classification and compensation studies for the following transit related clients and therefore has significant experience with transit-related positions and the types of certification required to perform certain jobs.

Tab 4 - Proposed Solution

A. Concept and Solution

We understand the ATD seeks the assistance of a consultant to review non-exempt technician and supervisor positions within the Signs and Markings, Parking Meters, and Arterial Management divisions. The consultant will develop a Career Ladder and Progression System, develop or update job descriptions for approximately by 7 – 10 job titles, covering 50 employees, and conduct a market study and competitive analysis using data collected from similar identified municipalities.

Specifically, we understand the goals of this study include:

- Create Common Technician and Supervisor Job Titles and Descriptions for use across Multiple Divisions including Signs and Markings, Parking Meters, and Arterial Management Divisions' employees and supervisors.
- Develop a family(ies) of job titles, corresponding job descriptions, and current industry market pay.
- Develop Career Ladder and Progression Systems for Employee Upward Mobility for Signal and Meter technicians and for Markings and Sign Technicians, to determine job levels tied to a system that determines how technical employees progress through a Career Ladder.
- Determine if the skills for each level are appropriate for the recommended job titles and pay structure.
- Assist in developing ATD's Business Need and Strategy Plan to provide relevant information for review and to support approval by the City's HR on the new Career Ladder and Progression System, based on the City's career progression guidelines.

In order to accomplish these goals, our proposed work plan for this assignment includes the following steps.

Step 1: Project Initiation

Step 2: Classification Analysis

Step 3: Compensation Market Assessment

Step 4: Recommendations Development

Step 5: Present Final Results

We have described each project step in more detail on the following pages.

B. Work Plan

Scope of Services

Step 1: Project Initiation

Initial Meeting

The first task of this project will be to meet with the ATD's HR, Division Managers, and Supervisors for the Signs and Markings, Parking Meters, and Arterial Management Divisions. The purpose of the meeting is to:

- Discuss the reasons for this project and confirm the goals and objectives of the study
- Develop an understanding of the work performed by each position covered by this study
- Review the current organizational structure
- Finalize the timeline and specific dates for deliverables
- Clarify Segal Waters' and the ATD's roles in each project phase
- Establish parameters and protocols for keeping the Project Team updated and informed
- Identify data or information needed to support the overall assignment

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for the ATD.

Our Expectations of the ATD for this Step

For the initial meeting we ask the ATD to coordinate the schedules of those who will participate, as well as provide a meeting room. In addition, we ask that the ATD provide the following information in electronic format:

- Salary structures
- Current personnel policy documents
- Current organization charts
- Up-to date job descriptions in Microsoft Word
- Current and accurate employee census data

Step 2: Classification Analysis

We understand the ATD is requesting the consultant review and develop job descriptions, career ladders and progression systems for two tracks with similar duties in that they all require that employees possess specific technical or electronic skills in the construction, operation, and maintenance of street markings and street signs, repair of smart parking meters, and the repair and maintenance of traffic signals for pedestrians, bicycles, transit, and motor vehicles. The goals for the analyses are to:

- Develop families, job titles, descriptions, required skills for a progression system, and a training program
- Develop Career Ladder and Progression Systems
 - Develop a Track One that will consist of potentially three Signs and Markings technician levels with the ability to move to Track Two
 - Develop a Track Two that will consist of potentially three or four levels from entry technical to lead technical technician
- Develop Job Competencies
- Determine duties of the supervisor job titles for Track One and Two of the classifications

In order to accomplish these goals we propose to perform the following steps:

1. Develop a Job Description Questionnaire
2. Analyze the Jobs
3. Conduct Employee Interviews
4. Develop Job Families, Career Ladder and Progression Systems
5. Develop Job Competencies
6. Develop Job Descriptions

Each of these steps is described in detail below on the following pages.

1. Develop Job Description Questionnaire

During this task, we will develop a customized questionnaire reflecting the needs of the ATD and the direction of the Project Team. The information elicited from employees and supervisors in the Job Description Questionnaire (JDQ) will provide the basis for job series distinctions, internal equity determinations, job descriptions, and FLSA determinations.

While we customize our Job Description Questionnaires to specific client projects, we anticipate that the JDQ will include questions concerning:

- **Essential duties and responsibilities**
- The **knowledge, skills, and abilities** associated with each essential duty or responsibility.
- **Supervisory** or work leadership duties including questions specific to FLSA exemption standards.

- **Minimum requirements** for new employees in the job, such as education, experience, and certifications/licenses.
- **Physical requirements** of the job (including frequency of specific physical activities and amount of lifting/moving).
- **Working environment**, including exposure to risks, hazardous situations, etc.
- **Supervisor's review**, which would include comments regarding the employee's answers, as well as opinions regarding the appropriateness of the current title, comparison to other jobs within a job series, and similar issues.

We will use the information collected through the Job Description Questionnaires and employee interviews to develop our recommended develop job families, career ladders and develop job descriptions, as well as to define the differences among jobs for internal equity alignment. Consequently, it is important that the ATD's Project Team carefully review the questions and content of the draft JDQ to determine whether it meets your expectations for these outcomes.

2. Job Analysis

Once the JDQs have been submitted, we will perform a detailed analysis of the ATD's jobs. We will review each JDQ within a job title and series and document distinguishing characteristics that define a particular job title within the job family. Such characteristics typically include the following:

- Typical tasks or duties
- Supervisory responsibilities
- Minimum education, experience such as higher levels require either electronics training or on-the-job training related to concepts and terminology associated with signalized traffic control devices and systems
- Certification requirements such as the need for IMSA certifications to progress to the higher level positions
- Ability to make decisions that affect a work group, department, and/or ATD
- Level of discretion and judgment exercised
- Complexity of tasks, decisions, and actions
- Results of actions
- Other distinguishing characteristics that are relevant to the ATD

3. Conduct Employee Interviews

After we have received and analyzed the completed JDQs, we recommend conducting employee interviews, either individually or in groups. The purpose of these interviews is to:

- Validate and clarify information contained in the JDQs
- Understand employees' views on the key distinguishing characteristics among jobs
- Provide an opportunity for employees to voice their opinions and perceptions of the current classification structure

We suggest that most interviews be conducted on a group basis, with employees in the same job series. That is, employees performing similar functions and responsibilities will be interviewed

together. However, single-incumbent jobs or highly specialized functions may require one-on-one interviews.

We propose to conduct two (2) consecutive days of on-site interviews.

4. Develop Job Families, Career Ladder and Progression Systems

As the job analysis progresses, we will develop and document a recommended job families, career ladders and the progression structure for the ATD. This will result in the development of:

- List of job titles, with titling guidelines (that is, standards for using terms such as “Coordinator,” “Manager,” or “Director” in job titles).
- Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
- Distinguishing characteristics among jobs within a job family or career path. For example, the key differences between a Lead Technician and a Supervisor.
- Consolidation of class titles that have highly similar responsibilities and requirements.
- Development of new class titles for positions that reflect new or different roles, responsibilities, or requirements.
- Re-wording of class titles, based on standard occupational nomenclature or for clarity.
- Identification of skills required for the each level and tie the progression system into the International Municipal Signal Association (IMSA).
- Certification program for the higher level positions.

The outcome will be recommended job families or career ladders with corresponding salary progressions that recognizes the additional responsibility, authority, and decision making capabilities required at each step on the ladder. The development of job families support managers’ efforts to plan employee training and development and succession planning. Job families are useful to employees to understand career paths and plan their own professional growth and development and provide a clear definition of required job attributes and a mechanism for differentiating between roles and levels of responsibility in an organization

The series of career ladders, lattices and job families shall be developed, as appropriate, to provide avenues for managerial flexibility as well as individual employee incentive and achievement.

5. Develop Job Competencies

Segal Waters will assist the ATD to develop job competencies for each of the jobs within each family. These competencies will facilitate future employee performance feedback and progression planning initiatives. This will identify career paths to ensure that employees are leveraged to their potential and progress in a manner that supports the City’s career progression guidelines.

The following are sample competencies that may be used for this project. Generally we recommend the development of 5 – 8 competencies for each position.

Competency	Behavioral Indicators
Accountability Takes personal responsibility for outcomes	<ul style="list-style-type: none"> • Follows up on personal commitments • Analyzes own performance to learn from mistakes • Takes personal responsibility for taking actions on initiatives that drive the business • Promptly acts to accomplish objectives and goals beyond what is required • Is proactive; originates actions to improve existing conditions and processes
Attendance & Punctuality Regularly meets expectations for work schedule, accomplishing assignments, and serving as a source of supply and support for the department, customers, and/or the organization.	<ul style="list-style-type: none"> • Maintains regular attendance and consistently works required days and scheduled hours • Reports to work on time • Returns from breaks on time • Provides adequate notification of personal days off • Communicates schedule changes promptly to supervisor • Manages time effectively by adhering to responsibilities in a timely manner
Attention to Detail Demonstrates responsibility for, and handles accurately, the details associated with one's work	<ul style="list-style-type: none"> • Is conscientious about the accuracy of data; documents errors and gets them corrected • Checks work thoroughly and reads the "small print"; identifies discrepancies or inconsistencies in critical information • Uses models and checklists to ensure all aspects are checked or considered; holds people responsible for checking the accuracy of their own work and the work of others
Collaboration/Cooperation Working effectively and productively with others, sometimes in a team setting. Working cooperatively, effectively and productively with internal and external customers.	<ul style="list-style-type: none"> • Listens to other team members' input and ideas • Interacts with others and exchanges ideas in a positive manner • Works cooperatively and effectively with others to achieve work unit or departmental goals • Supports organizational/departmental/unit decisions, goals and endeavors • Respects team members and their individual perspectives • Raises and/or confronts issues limiting team effectiveness • Recognizes and appreciates the contributions of team members • Meets agreed upon deadlines on team assignments and commitments • Shares responsibility with team members for successes and failures • Keeps team members informed regarding projects • Behaves in a manner consistent with team values, mission and vision • Provides constructive feedback and responds positively to feedback from team members
Communication Speaks, writes, and listens effectively in a variety of circumstances, sharing information and ideas with others	<ul style="list-style-type: none"> • Communicates clearly with others in both written and spoken form • Ensures that information is accurate by asking appropriate questions for clarification • Responds appropriately to questions, maintaining composure at all times • Understands the audience and fashions approach/message accordingly • Promotes the flow of information and open communication

Competency	Behavioral Indicators
Conflict Management Addressing and resolving conflict constructively by facilitating agreements between two or more parties.	<ul style="list-style-type: none"> • Identifies and openly addresses issues, concerns, or conflicts • Identifies and creates opportunities for positive outcomes in conflict situations (“Win-Win” outcomes) • Pinpoints critical issues and interests • Listens to gain understanding of issues from different perspectives and from all parties • Effectively handles emotional situations • Establishes a non-threatening environment, conducive to open communications for discussing possible terms of agreements • Strives for clear definitions of problems or opportunities and clear agreements on how they will be reached • Keeps everyone involved informed about progress and issues; ensures people get the information they need • Develops and publishes detailed project schedules to identify tasks, accountabilities, and targeted completion dates
Creates Clarity Ensures that all involved in a program or project has a common understanding of issues, and expectations; keeps everyone informed of progress and issues	<ul style="list-style-type: none"> • Clearly communicates standards, values, and expectations with a clear set of priorities • Strives for clear definitions of problems or opportunities and clear agreements on how they will be reached • Keeps everyone involved informed about progress and issues; ensures people get the information they need • Develops and publishes detailed project schedules to identify tasks, accountabilities, and targeted completion dates
Dependability/Quantity of Work Effectively and reliably accomplishing assignments and fulfilling the position responsibilities with minimal supervision, taking responsibility for personal work tasks. Produces a regular volume of output processed.	<ul style="list-style-type: none"> • Adheres to instructions and acts independently within established guidelines • Delivers what is required, when required • Accomplishes a high volume of assigned work in a well-organized, timely manner to specifications of accuracy and consistency of output • Masters difficult situations in a timely and effective manner • Follows through on work assignments by planning ahead, preparing for future work and activities, developing back-up plans • Demonstrates direction to achieve results by making team goals and objectives a priority
Enhancing Organizational Image Focuses on building and protecting the image, reputation and long-term interests of a group or company within the industry or community	<ul style="list-style-type: none"> • Ensures that disruptions in own organization will not impact and are invisible to the outside world • Promptly addresses the issue if own organization’s expertise or competitiveness are questioned • Emphasizes the importance of projecting the “one company” image; looks for opportunities to “showcase” group/company capabilities and promotes its reputation as a socially responsible company • Maximizes the visibility of the company to potential customers/clients; assembles appropriate cast of players for customer meetings to assure company is presented in the best possible light
Flexibility/Adaptability Works effectively within a variety of situations; quickly adapting and responding to change, sometimes under situation of stress.	<ul style="list-style-type: none"> • Adapts approach as the requirements of the situation change • Not limited by past practices or precedents • Sees situations objectively by integrating multiple viewpoints • Responds promptly to shifts in direction, priorities, and schedules • Reacts positively to new approaches, ideas and methods • Juggles multiple priorities and tasks effectively • Modifies methods or strategies to fit changing circumstances • Maintains productivity and appropriate responses during transitions and periods of high levels of pressure or stress • Embraces and champions change

Competency	Behavioral Indicators
<p>Interpersonal Relations/Consideration of Others</p> <p>Displaying understanding and sensitivity to needs and problems of others. Building rapport, establishing relationships and relating well to all kinds of people. Identifies with and cares for others. Shows respect and values people and their contributions.</p>	<ul style="list-style-type: none"> • Champions new ideas • Seeks to understand the real needs, concerns, and feeling of others • Demonstrates cross-cultural sensitivity and understanding • Interacts positively with a variety of people in different situations • Accepts and acknowledges suggestions from others • Adapts personal style to work with others • Respects and values others • Listens, observes, and strives to gain understanding of others • Develops and maintains positive relationships with others • Uses tact and diplomacy in communications • Facilitates mutual understanding in communications • Demonstrates genuine concern for others
<p>Job Knowledge/Continuous Learning</p> <p>The demonstration of specialized knowledge required to perform the job. Taking initiative in learning and implementing new concepts, technologies, and/or methods.</p>	<ul style="list-style-type: none"> • Keeps abreast of new information and seeks out training and learning opportunities • Takes initiative in acquiring and mastering the skills and knowledge requirements of a position • Welcomes or seeks assignments requiring new skills and knowledge • Identifies applications for knowledge • Considered a knowledgeable resource by others/Others come to individual for information • Demonstrates initiative and enthusiasm for learning • Demonstrates ability to master the requirements of the job duties assigned • Support and encourages continuous learning of co-workers, subordinates and other team members
<p>Planning</p> <p>Prioritizes and organizes actions, resources, and other people to achieve targeted objectives</p>	<ul style="list-style-type: none"> • Prioritizes, organizes, and schedules work and resources to effectively meet expectations and deadlines • Realistically estimates the time required to accomplish complex tasks • Coordinates various activities and events to meet a common goal within a specified time frame • Displays appropriate degree of time urgency for tasks • Anticipates problems that may impede work; continually reviews and fine-tunes plans as needed
<p>Project Management</p> <p>Demonstrates the ability to manage the course of a project in the most efficient and effective way</p>	<ul style="list-style-type: none"> • Breaks a large or complex project down into meaningful sub-projects • Develops an overall summary project plan to determine resource needs, budget, and timetable • Translates business goals into project goals and project goals into a detailed work breakdown structure • Acts with a sense of urgency, by insisting on challenging deadlines to ensure the success of the project • Meets commitments by establishing a course of action and monitoring procedures for self or others to accomplish a specific goal • Determines and adjusts resource allocation to achieve and maintain optimal match of people to tasks • Establishes procedures to monitor results of delegations, assignments, or projects • Describes program/project management and control principles in daily work • Describes the basics of the risk/configuration management process, identifies program/project changes and their impact on cost and schedule

Competency	Behavioral Indicators
Problem Solving Breaks down a problem and comes up with an effective solution	<ul style="list-style-type: none"> • Breaks large, complex problems into smaller parts • Uses theory and/or trend data as a framework for examining an issue; pulls together data to generate useful thoughts and ideas • Employs intuition and insight to view problems in different ways and generate solutions • Secures relevant information, identifying key issues and relationships from information base • Relates and compares data from different sources, identifying cause-effect relationships • Commits to an action after developing alternative courses of action that are based on logical assumptions and factual information, taking into consideration resources, constraints, and organizational values
Safety and Security Provide a safe, secure and healthy workplace for all employees. Establish and maintain an effective safety, security-conscious and health program within established safety policies and guidelines.	<ul style="list-style-type: none"> • Consistently uses protective equipment as job requires • Follows all organizational safety policies, rules and procedures; work according to good safety practices • Follows OSHA regulations • Reports any unsafe condition, situation, or violation of safety policy • Assumes responsibility for thoughtless or deliberate acts that may create unsafe work environment or may cause injury to self or fellow co-workers • Reports equipment that is defective or in need of immediate repair • Reports all accidents, injuries and property damage in accordance with established policies and procedures • Maintains, observes, and adheres to all safety, security, sanitation and health standards • Notifies supervisor if co-workers are violating safety, security, sanitation, and/or health regulations • Maintains cleanliness of work station, company property, equipment and uniforms
Work Quality Conducting his or herself in a professional manner in the work environment and completing work of acceptable quality and within established timelines.	<ul style="list-style-type: none"> • Demonstrates accuracy, thoroughness, and reliability • Shows organization and completeness • Pays attention to detail • Manages multiple task with accuracy and efficiency • Completes tasks within established time limits

6. Develop Job Descriptions

We understand that the ATD would like the consultant to prepare updated job descriptions that delineate the skills requires at each level of position.

To accomplish this objective, we will first work with you to determine whether you wish to maintain or modify the current format. In general, we suggest that an organization should have a consistent format for all class specifications, with an easy to read and easy to update layout, such as the following:

Sample Job Description

Classification Title	Accountant
Job Code	
FLSA Status	Exempt
Pay Grade	

GENERAL SUMMARY

Maintains payroll related accounts, including reconciliations and balancing. Prepares payroll reports, processes payroll interfaces and books payroll related accounting entries to general ledger. Etc...

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Employees may be requested to perform job-related tasks other than those specifically presented in this description.

- Performs payroll processing, including creating pay run IDs, performing payroll calculation validations, sending out payroll variance report and processing interfaces between systems.
- Etc...

MINIMUM ENTRANCE QUALIFICATIONS

Education and Experience

- A Bachelor's Degree from an accredited college or university in Accounting, Finance, Business Administration or a related field
- At least two years of increasingly responsible accounting experience.
- Any equivalent combination of training, education, and experience that provides the required skills, knowledge and abilities

Licenses or Certifications

- Possession of (or ability to obtain within 1 month of hire) a standard driver license

OTHER JOB REQUIREMENTS

None.

PREFERRED QUALIFICATIONS

None.

COMPETENCIES FOR SUCCESSFUL PERFORMANCE OF JOB DUTIES

Knowledge of:

- Basic accounting and auditing principles and practices.
- Principles and practices of financial record keeping and reporting.
- Etc...

Skill in:

- Providing customer service.
- Accuracy and attention to detail.

Ability to:

- Communicate clearly and effectively, both orally and in writing.
- Calculate taxes and other pretax deductions.
- Etc...

WORK ENVIRONMENT/CONDITIONS

The work environment and exposures described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment			x
Etc.	x		
Exposures	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are rude or irate	x		
Etc.	x		

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position is generally sedentary. Employees sit most of the time, but may walk or stand for brief periods of time.

Date created:	02/18/16
Dates revised:	

Once you have approved the basic format, we will then update the current job descriptions for all job titles using the information in the Job Description Questionnaire and employee interviews. Naturally, we will develop new specifications for any new classes that have been added to the structure because of the classification analysis.

We will deliver draft job descriptions in Microsoft Word format so that department managers can review and edit the documents easily. In order to maintain a competitive price for the project, we have assumed that we will deliver draft documents and that the ATD's human resources staff will distribute the draft documents to department managers for their review and then human resources staff will make any edits or changes to the drafts based on this feedback.

Our Expectations of the ATD for this Step

Task/Step	Project Team Role
1. Develop JDQ	<ul style="list-style-type: none"> • Review drafts and approve final JDQ • Collect JDQs from managers and department directors • Sort JDQs by job title and send to Segal Waters
2. Analyze the Jobs	<ul style="list-style-type: none"> • Provide employee census data and information on the current job title structure in electronic format • Be available for questions and clarification
3. Conduct Employee Interviews	<ul style="list-style-type: none"> • Assist with selecting employees to participate • Arrange for interview rooms • Facilitate scheduling and arrangements
4. Develop Job Families, Career Ladder and Progression Systems	<ul style="list-style-type: none"> • Review draft job families and career ladders and provide comments • Approve final classification structure
5. Develop Job Descriptions	<ul style="list-style-type: none"> • Provide current job descriptions in Microsoft Word • Review and edit draft job descriptions, as applicable

Step 3: Compensation Market Assessment

We understand the ATD is requesting a compensation market study for the Technician and Supervisor job titles established in Step 2 for the Signs and Markings, Parking Meters, and Arterial Management Divisions with the following goals:

- Collect market data related to each classification and submit market pay recommendations for the new levels of each job family.
- Determine market rates of the supervisor job titles for Track One and Two of the classifications.

To conduct a valid, reliable, and useful market study, we propose to take the following steps:

1. Develop a market study methodology
2. Identify benchmark job titles
3. Identify comparable employers and other data sources
4. Collect and analyze the market data
5. Prepare and deliver a report to you detailing our findings

These steps are described in more detail below and on the following pages.

1. Develop a Study Methodology

We think that it is important for Segal Waters and the Project Team to gain consensus on the ATD's overall goals and strategy regarding total compensation, as well as to develop a strategy for conducting the market study that is consistent with the desired goals and strategy.

We will work with the ATD's Project Team to clarify and finalize the market study methodology, including addressing some key questions, such as:

- Does the ATD compete for employees in both the public and private sectors? Who are the primary competitors for talent? That is, where do new employees come from and where do they go?
- Does the ATD want to learn about other employers' compensation policies, such as how salary increases and adjustments are determined?

Our goal is to have a common understanding of the various options for conducting the market study, as well as an understanding of the implications on subsequent design of new salary structures and pay policies. This understanding will allow us to develop and conduct a market study that is consistent with the ATD's compensation goals and will support the ATD's expectations.

For this project, we recommend conducting a custom-designed survey targeted to your public sector peer employers, while using up to three (3) published sources to represent private sector pay data. We recommend this for the following reasons:

- Custom surveys provide the most currently available data
- Custom surveys allow you to target specific geographic markets, employers, and specific jobs
- Custom surveys allow you to collect information that is not usually available in published data sources, such as scheduled salary ranges, pay supplements, compensation policies, union status, benefits, etc.
- Published sources may be the only method of gathering private sector data, since these organizations very rarely respond to market surveys from other employers.

2. Identify Benchmark Job Titles

We understand that this project covers approximately up to 10 job classification titles. In general, we suggest that the list of benchmark job titles should include those that are representative of the distribution of the work force (pay grades, departments, etc.).

3. Identify Comparable Employers to Survey

The next step will be to determine the comparable employers to include in the study. Per the RFP, recent automation in traffic signal technology used by the City of Austin is similar to larger cities. Therefore, peer employers for the market survey will include larger cities utilizing similar traffic signal technology and matching jobs. In addition, it might also include public sector employers outside of the immediate commuting area, but that are similar to the ATD in terms of size, scope, population, or other characteristics.

Naturally, we will discuss this list with the Project Team and make modifications as necessary. For pricing purposes, we have assumed the custom market study will be distributed to up to 5 public sector entities.

As you may know, private sector organizations very rarely respond to employer-sponsored market surveys, especially when they know that the information could be made public through a Freedom of Information Act request. Consequently, if you wish to include private sector data in this study, we will draw on data contained in nationally recognized published data sources, such as Willis Towers Watson, Economic Research Institute (ERI), etc. We will identify specific sources appropriate to ATD, once we are engaged for this project.

4. Collect the Market Data

We will also design a survey instrument for collecting the market information, which we typically develop in MS Excel. The types of information we anticipate collecting through the survey include:

- Benchmark job base pay ranges (minimum and maximum annual pay rates)
- Policies regarding pay progression (that is, how employees move through a pay range)
- Supplemental pay practices (such as additions for special skills, bilingual pay, performance bonuses, etc.)

- Other relevant pay policies (such as hiring salary practices)

We will also draft brief job summaries for each benchmark title based on the results of the classification analysis to assist the survey participants with matching jobs consistently and appropriately.

Once the Project Team has reviewed and approved the survey document, we will distribute the survey to the approved group of comparable employers. We make many efforts to achieve the goal of 100% participation from each invited employer, yet we cannot guarantee that we will obtain good data from each of the employers invited to participate and for all of the jobs requested.

Respondents will return completed surveys and supplementary materials (e.g., salary structures and policy descriptions) directly to Segal Waters. We will review and validate each survey response for completeness and reasonability, and then follow up with survey participants as necessary to clarify any incomplete or inconsistent responses.

5. Analyze the Market Data

Segal Waters will design a database in Microsoft Access to support our analysis. This database will become the property of the ATD upon completion of this project for your future analyses. We will populate the database with the information collected from the surveys and will also include any private sector data from published data sources, as applicable.

We will then analyze the survey data to determine the ATD's market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. We then compare these averages to the ATD's pay ranges to determine the market position for each job title and occupational group. To the extent that different employer groups or industry sectors are included in the study, we will segment our findings accordingly. In addition, if applicable, we will geographically adjust market data for respondents outside of the metro area, using current cost of labor differentials from ERI Geographic Assessor.

Our report will include summary tables, such as the tables shown below.

EXAMPLE TABLE 1
CLIENT MARKET POSITION BY SECTOR—PAY ONLY

Client Pay Ranges as a Percent of the Market Average			
Market Sector	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Public Sector	106%	101%	97%
Private Sector	83%	80%	75%
Overall	100%	95%	90%

Figures shown in **red** are below market (less than 95% of the market average)
 Figures shown in **black** within the market range (95% to 105% of the market average)
 Figures shown in **blue** are above market (more than 105% of the market average)

EXAMPLE TABLE 2
CLIENT MARKET POSITION BY DATA SOURCE—PAY ONLY

		Client as a Percent of the Average		
Public Sector Peer Employer	# of Job Matches	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Organization of Peer Name	46	97%	98%	99%
Organization of Peer Name	55	100%	99%	99%
Organization of Peer Name	57	102%	99%	97%
Organization of Peer Name	58	116%	108%	102%
Organization of Peer Name	59	97%	98%	98%
Private Sector Data Source				
Data source	48	90%	92%	92%
Data source	10	91%	82%	70%
Data source	49	73%	68%	62%
Overall		100%	95%	90%

Figures shown in **red** are below market (less than 95% of the market average)
Figures shown in **black** within the market range (95% to 105% of the market average)
Figures shown in **blue** are above market (more than 105% of the market average)

EXAMPLE TABLE 3
CLIENT OVERALL MARKET POSITION—PAY ONLY

		Client as a % of the Overall Market Average		
Job Family and Benchmark Title	# of Matches	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Job Family XXX				
Job Title XXX	13	94%	91%	88%
Job Title XXX	13	114%	110%	106%
Job Title XXX	13	116%	109%	102%
Job Title XXX	8	115%	103%	94%
Job Title XXX	8	107%	98%	91%
Job Title XXX	8	106%	104%	102%
Job Family XXX				
Job Title XXX	11	102%	100%	98%
Job Title XXX	12	96%	91%	87%
Job Title XXX	13	95%	88%	82%
Job Title XXX	12	100%	93%	87%
Job Title XXX	9	112%	104%	98%
Job Family XXX				
Job Title XXX	4	101%	103%	103%
Job Title XXX	9	101%	101%	101%
Job Title XXX	11	102%	102%	101%
Job Title XXX	9	112%	103%	97%

In addition, our report will include detailed data showing each comparator's job match, salary range, and other information for each benchmark title, as shown below.

APPENDIX B
Detailed Market Data
(Adjusted)

Electrician (Journey Level) Skilled Trades					
Respondent	Matching Job Title	Workweek	Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Public Sector Data Sources					
Peer 1	No Match		NA	NA	NA
Peer 2	Electrical Inspector	40.0	\$64,734	\$67,408	\$70,082
Peer 3	Electrical Inspector/Plan Reviewer	40.0	\$57,117	\$65,685	\$74,252
Peer 4	No Match		NA	NA	NA
Peer 6	Skilled Maintenance Mechanic III	40.0	\$50,515	\$57,813	\$65,112
Peer 7	Maintenance Worker - Electrician	37.5	\$42,478	\$45,239	\$48,000
Peer 8	Master Electrician	37.5	\$62,874	\$72,998	\$83,121
Peer 9	Electrician	40.0	\$73,699	\$73,699	\$73,699
Client		40.0	\$58,032	\$58,791	\$59,550
Public Sector Market Average			\$58,569	\$63,807	\$69,045
Client as a % of Public Sector Market Average			99%	92%	86%
Private Sector Data Sources					
Economic Research Institute (ERI)	Electrician Journeyman - Level 1	40.0	\$44,978	\$54,419	\$66,559
IBM Kenexa - CompAnalyst	Electrician I	40.0	\$40,500	\$46,100	\$52,500
Towers Watson - North Central	Electrical Skilled Trade - T2	40.0	\$40,100	\$50,900	\$71,400
Client		40.0	\$58,032	\$58,791	\$59,550
Private Sector Market Average			\$41,859	\$50,473	\$63,486
Client as a % of Private Sector Market Average			139%	116%	94%
Overall Comparator Market Average			\$52,999	\$59,362	\$67,192
Client as a % of Overall Market Average			109%	99%	89%
Adjustment To Reach Overall Market Average			-9%	1%	13%

NA = Data Not Available; All data is adjusted based on geographic differences in the cost of labor, effective date of published data, and/or differences in workweek definition, as applicable. The overall market average is an average of the custom survey market average and the published data market average. The Published Data Sources reflect percentiles of actual base salaries.

General Summary: Installs, modifies, repairs and maintains all the counties electrical systems, fixtures, equipment and devices in all the County buildings and properties in compliance with State of Michigan building codes and the National Electrical Code. Facilitates, coordinates, and oversees all of the above when the size and/or duration of the project exceeds our resources and requires an outside contractor.

Minimum Requirements: Possession of a High School diploma or certificate of successful completion of the General Education Development (GED) Test and five (5) to seven (7) years working commercial and industrial building power and lighting systems. Must possess a Journeyman electrical license.

6. Prepare a Report of Our Findings

Once all data have been collected, reviewed, and analyzed, we will prepare a report detailing our methodology and findings. The report will include at least the following items:

- An Executive Summary, briefly describing our key findings
- A description of the study objectives and methodology
- The ATD's competitive market position for pay, applicable to each benchmark job title and job family
- The prevailing policies regarding pay progression, supplemental pay, and other compensation-related practices collected in the survey
- Appendices showing detailed information collected for the market study

Expectations of the ATD for this Step

Task/Step	Project Team Role
1. Develop compensation strategy and market study methodology	<ul style="list-style-type: none">• Meet with Segal Waters staff, provide direction on strategy and methodology
2. Identify benchmark jobs	<ul style="list-style-type: none">• Review and approve list of benchmarks
3. Identify comparable employers	<ul style="list-style-type: none">• Review and approve list of comparators
4. Design the survey document	<ul style="list-style-type: none">• Review and approve survey document• Assist with contacting survey recipients, if necessary• Complete survey on behalf of the ATD
5. Develop a database	<ul style="list-style-type: none">• ATD does not have role in this step
6. Prepare and deliver report	<ul style="list-style-type: none">• Review draft report, provide feedback, and approve final report

Step 4: Recommendations Development

Based on the findings of the market study and with the guidance of the Project Team, we will:

- Provide the results and background of the market study, including their methodology, analysis, and results, and present this to key ATD and Corporate HR personnel. The recommendations will include a process of slotting the proposed jobs into the City's current pay structure of 2-30 pay grades

Recommend Pay Grade Assignments

We will then recommend grade assignments for all jobs covered by the study.

First, we will recommend grade assignments for benchmark jobs based on the market study findings. Typically, our goal is to identify the grade that is within 5% of the market average at the midpoint.

Next, we will slot the proposed jobs into the City's current pay structure of 2-30 pay grades. Our recommendations will be based on job content similarities and differences that were identified in the classification structure such as minimum qualifications, scope of responsibilities, supervisory role, and other considerations.

Last, we will review the grade assignments with the Project Team, highlighting situations that represent significant change from the current pay relationships. Once you have had an opportunity to review and internally vet the recommendations, we will finalize the grade assignments as part of our final recommendations.

Our goal will be to ensure the new system 1) is market based, 2) considers the comparable worth based on job duties and competencies, and 3) is easily understood and used by managers and employees.

Develop Recommended Pay Policies

We will also work with you to develop compensation policies that are appropriate for the ATD and consistent with market practices. These may include the following:

- **Pay progression policies:** how employees progress from the minimum to the maximum of the pay range
- **Hiring salary practices and policies:** to what extent new employees can be hired above the minimum of the pay range, criteria for setting hiring salaries, and determinations regarding approval levels
- **Pay supplements and additions to base pay:** such as pay for certifications, special skills or competencies, shift differentials, on-call or call-back pay, etc.

We will review the ATD's current compensation policies and—after discussion with the Project Team regarding the advantages, disadvantages, and implications of each—will draft revised policy language that reflects our recommendations for changes. We will deliver our

recommendations to you in Microsoft Word so that you can make any edits or changes based on your needs.

Our Expectations of the ATD for this Step

Task/Step	Project Team Role
Recommend Pay Grade Assignments	<ul style="list-style-type: none">• Provide information on current pay grade assignments• Be available for questions and discussion• Review and approve methodology and pay grade assignments
Develop Recommended Pay Policies	<ul style="list-style-type: none">• Provide information on current pay policies• Discuss potential options for policies with Segal Waters team• Review and approve pay policy language

Step 5: Present Final Results to the ATD

We anticipate presenting the final results to ATD HR, Division Managers, and Supervisors. While it is difficult to anticipate at this time the exact nature of this presentation, our price proposal assumes we will develop and deliver one on-site presentation that will contain at least the following elements:

- Background and reasons for the project
- Objectives and goals of the project
- Methodology used to conduct our analysis
- Key findings and outcomes
- Our recommendations, including potential implications of those recommendations

We will draft the presentation for the Project Team's review, and then will finalize the document based on your comments and input. We anticipate that a senior member of Segal Waters' Team will deliver the presentation, in conjunction with a senior member of the ATD's Project Team.

Project Timeline

Segal Waters is available to begin this project upon award of contract and agrees to the following timeline detailed in the City's RFP:

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Orientation	<ul style="list-style-type: none"> - Kick-off meeting with Consultant - Consultant shall meet with ATD Management, ATD HR, and with HR Corporate Compensation to understand the City Progression System guidelines 	one month after contract execution	Meetings deemed acceptable by City Contract Manager	1.E., 2.A.
Analysis Initiation	<ul style="list-style-type: none"> - Consultant will start job analysis, talk to supervisors, employees and HR to gather information about each job; go on-site to view the actual work performed - Consultant designs and presents draft job descriptions for at least half of the positions involved - Consultant will work with ATD staff to ensure that skill competencies for each position are prepared for at least half of the positions involved 	two months after contract execution	Acceptance by City Contract Manager and applicable City staff	1 & 2
Submit Drafts and Conduct Reviews	<ul style="list-style-type: none"> - Consultant will submit draft of all of the job descriptions involved - Submit a flow chart of the progression system - Review market salary and comparisons for similar pay within targeted cities that perform the same or use similar technology 	three months after contract execution	Acceptance of documents specified by City Contract Manager and applicable City staff	1 & 2
	<ul style="list-style-type: none"> - Work with ATD technical trainer/assigned staff to finalize skills and competencies for each position - Submit a draft of the progression system to be submitted to HRD Compensation for approval 			
Project Completion	<ul style="list-style-type: none"> - Complete project - Receive approval and acceptance of Career Ladder and Progression System by Corporate HR 	four months after contract execution	Final acceptance of complete documents by City Contract Manager and City staff	1 & 2

Tab 5 - Total Evaluated Cost

Segal Waters is fully aware of the sensitivity of budget allocations for public sector employers. We believe that you will find our approach focused toward achieving the ATD's objectives in the most cost-effective manner consistent with quality, accuracy, and timeliness.

Project Step	Fixed Fee
Step 1: Project Initiation Assumes we conduct a meeting on-site with the ATD's Project Team, as well as time associated with learning about the ATD's current compensation and classification structures, policies, and practices.	\$2,500
Step 2: Classification Analysis Assumes the following: <ul style="list-style-type: none"> • Develop one customized Job Description Questionnaire • Analyze up to 10 current job titles covering approximately 50 positions • Conduct two (2) days of employee interviews • Develop Job Families, Career Ladder and Progression Systems • Develop Job Competencies • Develop Job Descriptions 	\$10,000
Step 3: Compensation Market Assessment Assumes the following: <ul style="list-style-type: none"> • Develop a customized compensation market survey document with up to 10 benchmark job titles, to be distributed to no more than 5 public sector peer employers, as well as the use of up to three (3) published data sources to represent the private sector market. • One draft and one final report of the market study findings 	\$15,000
Step 4: Recommendations Development Assumes the following: <ul style="list-style-type: none"> • Recommend grade assignments for all job titles covered by the study • Draft language for recommended compensation policies 	Included in Step 3
Step 5: Present Final Results to the ATD Assumes we develop and deliver one on-site presentation to Corporate HR, ATD HR, Division Managers, and Supervisors for the three divisions	\$2,500
TOTAL FIXED FEE	\$30,000

Our proposed fee includes charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined in this proposal except as otherwise noted. Our total fee will be billed at the end of each month in 4 equal invoices for \$7,500.

To the extent our proposed scope and fees differ from your needs or the level of effort described in other proposals you may receive, Segal Waters is prepared to discuss alternatives to the fees stipulated in our proposal.

Our proposed fee assumes only the services and on-site meetings described in the proposal. Should the ATD request additional services or additional on-site meetings, we would charge the hourly rates shown below, as well as for the time and expenses associated with travel.

Staff Member	Title/Role	2017 Standard Hourly Rate
Elliot R. Susseles	Senior Vice President, Practice Leader	\$465
Ruth Ann Eledge	Vice President, Senior Consultant, Project Manager	\$375
Brian Klebba	Associate Consultant	\$295
Cristy Reetz	Associate Consultant	\$295
Joyce Powell	Senior Associate	\$265
Melinda Castellon	Senior Associate	\$265
Fredericka Ogbazi	Associate	\$220
Holly Waggoner	Associate	\$220

Tab 6 - Exceptions to the Proposal

Segal's Legal Department has reviewed the City's Supplemental Purchase Provisions and requests the following changes and amendments as itemized below. We show additions to the text in underlined red type and deletions in red type with strikethrough. We would be glad to discuss our requested revisions with you to reach a mutually agreeable contract.

The proposed changes to this section are intended to preserve for Segal the rights to its pre-existing proprietary information while still providing the client full use of the Deliverable for its intended purpose. The proposed language ensures that the client is the exclusive owner of the Deliverable.

Supplemental Purchase Provisions

Page 3:

36. OWNERSHIP AND USE OF DELIVERABLES: ~~The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.~~

~~**A. Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City. Except to the extent that they incorporate the Contractor's proprietary know-how, software, techniques, methodologies and report formats (collectively, the "Contractor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by the Contractor to the City under the terms of the Contract (collectively, the "Deliverables"), are the sole and exclusive property of the City, once paid for by the City. To the extent that the Contractor's Proprietary Information is incorporated into such Deliverables, the City will have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify the Contractor's Proprietary Information as part of the Deliverables, for use internally and for its intended purpose.~~

~~**B. Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made for hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made for hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made for hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work for hire agreement, in a form to be reasonably approved by the~~

~~City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.~~

~~**C. Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of P above.~~