

Consider approving resolution and funding agreement supporting preservation project for courthouse.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve Resolution, Grant of Easement, Funding Agreement and Contract for Architectural Services supporting preservation project for courthouse.

Vote: **5 – 0**

< Attachment >

WILLIAMSON COUNTY, TEXAS

Resolution

A RESOLUTION SUPPORTING THE EFFORTS OF WILLIAMSON COUNTY, TEXAS, TO INITIATE A PRESERVATION PROJECT FOR THE WILLIAMSON COUNTY COURTHOUSE

WHEREAS, the historic Williamson County Courthouse, having served the county since the first official commissioners court meeting was held in the building on November 7, 1911 is in need of repair and restoration; and

WHEREAS, the county submitted an application to the Texas Historic Courthouse Preservation Program seeking funding assistance for the rehabilitation/restoration work described in the Master Plan authored by Karalei Nunn, Architect and submitted in January, 2000; and

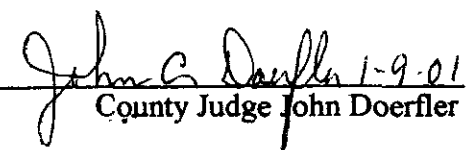
WHEREAS, the proposed project has been selected to receive a grant contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Williamson County, Texas, affirms by this vote its willingness to accept the funding award of \$243,492 from the Texas Historical Commission, the state agency administering the Texas Historic Courthouse Preservation Program, to enter into the aforementioned Funding Agreement, and authorizes John Doerfler, County Judge, to sign the funding agreement on behalf of Williamson County.

Resolved this 9th day of January, 2001.



Nancy E. Rister, County Clerk



County Judge John Doerfler

COUNTY OF WILLIAMSON

GRANT OF EASEMENT

The County of Williamson, a political subdivision of the State of Texas, ("Grantor") owner of property described as the Williamson County Courthouse and Grounds ("Property"), as more fully described in the attachment to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission, an agency of the State of Texas, ("Grantee") the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural structure important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses in perpetuity.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity which would affect or alter in any material way the historic architectural integrity of the Property, except for routine maintenance.

b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.

3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation for the Property as outlined in the Scope of Work statement attached as "Attachment B" and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.

b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that in the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. It is understood and agreed that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of

one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.

b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Williamson County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall

agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance.

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

9. GRANTOR'S INSURANCE

a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.

b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and

approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity, unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

15. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Williamson, State of Texas, described as follows:

In witness, this GRANT is executed on the _____ day of _____, in the year _____.

Grantor: Williamson County

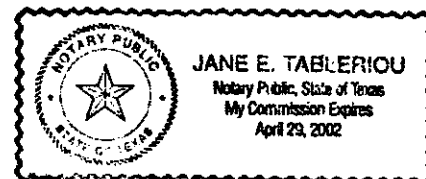
By: John C. Doerfler 1-9-01
John Doerfler
Williamson County Judge

STATE OF TEXAS:

On this the 9 day of January, in the year 2001, before me, a Notary Public in and for the State of Texas, John C. Doerfler, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jane E. Tableriou
Notary Public



Grantee: Texas Historical Commission

By: _____
F. Lawrence Oaks
Executive Director

STATE OF TEXAS:

On this the ____ day of _____, in the year _____, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared F. Lawrence Oaks, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein-contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Grant of Easement

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Cover Sheet

Funding Agreement

The attached document is an
Agreement between the
Texas Historical Commission
&
Williamson County

STATE OF TEXAS

COUNTY OF WILLIAMSON

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Williamson County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Williamson County for the rehabilitation and restoration of the Williamson County Courthouse ("Property").

ARTICLE II

AUTHORITY

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

ARTICLE III

PERIOD OF THE AGREEMENT

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property, as provided in Article V hereof, and the Commission's final approval of such work, or until earlier terminated as provided in Article VIII hereof.

ARTICLE IV GRANT OF FUNDS

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$243,492. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the Project Cost Estimate. The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.

ARTICLE V SCOPE OF WORK

- 5.01 The parties hereby agree that the scope of work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "B" and incorporated herein for all purposes ("Scope of Work").
- 5.02 As determined by the Commission, the Scope of Work for this Project may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.02 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.03 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission.
- 6.04 The County shall ensure that the Project's Planning and Construction Schedule ("Project Schedule"), attached as Attachment "C", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.05 The County shall administer all contracts related to the construction of the Project and shall not commence construction on any particular phase of the Project until the plans and specifications related to that phase of the Project have received Commission approval in writing.
- 6.06 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.07 The County shall submit a draft "Project Completion Report" to the Commission for review upon substantial completion of construction for the Project. Upon approval, two (2) final copies shall be provided to the Commission and one (1) shall be retained by the County for its records. For Projects involving planning only, final copies of the documents shall be provided to the Commission.
- 6.08 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in

effect from the date of the last signature included herein and shall remain in effect for a period of ten (10) years.

- 6.09 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated development cost of the Project ("Project Cost Estimate") is attached as Attachment "C" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering activities, construction, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.
- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate.
- 7.05 The last 10% of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete. Notification of Completion and final approval by the Commission is necessary prior to submission of final reimbursement request by the County.

- 7.06 Project costs and expenses incurred prior to October 27, 2000, the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.
- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XIX.

ARTICLE IX AMENDMENTS

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

- 10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
 Post Office Box 12276
 Austin, Texas 78711

County : The Honorable John Doerfler
 Judge of Williamson County
 County Courthouse
 710 Main Street
 Georgetown, Texas 78626

ARTICLE XI SEVERABILITY

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII RESPONSIBILITIES OF PARTIES

- 12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE XIII OWNERSHIP OF DOCUMENTS

- 13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

- 14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

- 15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

- 16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Scope of Work
Attachment "C"	Project Schedule
Attachment "D"	Project Cost Estimate

**ARTICLE XVII
DISPUTE RESOLUTION**

- 17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII SOLE AND ENTIRE AGREEMENT

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

ARTICLE XIX INSPECTION OF BOOKS, RECORDS, AND WORK

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are

directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "A" (Resolution) unless authority is conferred to another party on behalf of the County as a alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates hereinbelow.

TEXAS HISTORICAL COMMISSION

WILLIAMSON COUNTY

By: _____

By: John C. Daenfler

Title: _____

Title: County Judge

Date: _____

Date: 1-9-01

Source of Funds Statement and Verification
Restoration of the Williamson County Courthouse

Grant award by Texas Historical Commission (state share) =	\$243,492	100%
Grant match by Williamson County* (local share) =	\$0	0%
 Project cost =	 \$243,492	 100%

If a grant match dollar amount is listed above, a signature is required below:

As a legal representative of this county, I do verify that the required matching funds in an amount equivalent that stated above are available, either in ready cash, loans or other grant awards.

Signature

Title

Date

**The grant match figure was determined by the Program Rules which require that the applicant must provide a minimum of 15% of the total project cost, of which not more than one half of the match must be derived from prior capital expenditures, prior in-kind match, and current in-kind match, and not less than one half may be derived from current cash match and/or planning match.*

Attachment B- Scope of Work Funding Agreement

Project Philosophy

This project involves the restoration of the Williamson County Courthouse. The period of 1912-1920 has been selected as the target date for restoration. A large portion of courthouse finishes from that period survive, and there are a number of photos from that period that were collected in the master planning process.

The exterior restoration work includes rectifying two significant building elements; the deteriorating and leaking dome and the replacement of the balustrades and pediments. The master plan provides for replacement of the worn copper skin of the dome, repair of the wood sub-structure with replacement as required, and repointing of the masonry base. The balustrades and pediments, removed due to the deterioration of the anchoring devices in the 1960s, will be recreated in wither fiberglass or terracotta and reinstalled. Additional exterior work includes selective repointing of the brick and cast stone elements and replacing the cast stone steps that have heaved. The wood windows will be tested for lead paint and wither scraped in place or removed and dipped. New weatherstripping will be installed, broken glass replaced, caulking replaced and the sash painted. The exterior vestibules added in the 1950s will be removed and the doors rehabilitated in a fashion similar to the windows.

Interior work includes two significant restorations; the full height District Courtroom with balcony and the second winding marble staircase. To accomplish the first; the third floor area over the courtroom added in the 1950s will be removed, the ceiling repaired and or replaced and the wood flooring restored. To achieve the second; the elevator that replaced it in the 1950s will be removed. A new 4-stop elevator will be installed off of the corridor. The second winding stair will be reconstructed in its original location. Skylights above each stair, removed at some point will be constructed. New restroom facilities will be constructed on the first floor. Wall changes; additions, and removals will take place inside the four quadrants to accommodate the departments that will remain in the building; the County Judge, Auditor, County Treasurer, Human Resources, Elections and Payroll and Benefits. The others will move either to the expanded Justice System (the County Clerk) or a remote location (the Tax Assessor/Collector). New mechanical and plumbing will be installed to meet code issues. The electrical grounding system will be revised. Lightning protection will be added. Asbestos will be removed from corridor ceilings and properly contained in the basement mechanical room. Historic paint colors will be used on all plaster and drywall surfaces. Stained wood finishes will be stripped and refinished. New carpeting will be installed in the offices.

Attachment B- Scope of Work
Funding Agreement

Deliverables by Phase

1) Schematic Design Phase Documents

- a. measured floor plans (basement, 1st, 2nd, and 3rd), roof plan, and elevations: plans keynoted for existing conditions, demolition; 2nd set noted for post-demolition work.
- b. site plan noting all existing features and identifying new work
- c. analysis of relevant programmatic information from the master plan (to be included on the drawings to the extent possible)
- d. narrative description of MEP systems/equipment, proposed type and locations for ductwork
- e. schematic structural proposal for restored dome, restored balcony and removal of section of third floor, and relocated elevator
- f. status report on specialty consultants' work
- g. proposed accessibility solutions
- h. masonry and window survey forms
- i. construction cost estimate with 17% contingency

2) Design Development Phase Documents

- a) plans and elevations noted for specific work required
- b) sections through building noting work at dome, rotunda, porticos and balconies, and district courtroom
- c) site plan including survey noting all sitework: grading, new equipment (if any) and landscape features, animal drinking fountain to be reviewed for restoration
- d) completed window survey, draft recommendations
- e) completed masonry survey, draft recommendations
- f) reflected ceiling plans
- g) new balustrade and pediment elevations and sections
- h) roofplans
- i) enlarged plans as required including; plans of the rotundas indicating floor joint layout and replacement required, district courtroom plan with balcony, stairs and seating
- j) accessible designs for restrooms
- k) finish schedule forms
- l) schematic mechanical/electrical and plumbing proposals
- m) schematic structural proposals for dome restoration, new walkway at dome, new elevator, removal of third floor and replacement of balcony in district courtroom
- n) outline specifications identifying all relevant subdivisions
- o) paint analysis and hazardous material reports
- p) updated cost estimate with 12% contingency

Scope of Work- Deliverables (cont.)**Page Two**

- 3) Construction Documents (60% complete, preliminary submittal)
 - a) plans, elevations and building sections with notes, references and symbols
 - b) site plan including all sitework with details of new construction
 - c) survey and schedule for window and door rehabilitation
 - d) survey and recommendations for masonry rehabilitation
 - e) details for dome work, balustrade and pediment restoration, wall removal
 - f) proposed finish and color schedule
 - g) proposed hardware schedule
 - h) proposed interior elevations and casework (if any)
 - i) mechanical/electrical and plumbing 60% completion
 - j) structural 60% completion
 - k) draft project specifications, selected light fixture cut sheets
 - l) security proposal
 - m) updated cost estimate with 7 1/2% contingency

- 4) Construction Documents (95% complete submittal)
 - a) all plans, elevation and building sections with notes, references, and symbols
 - b) site plan including all site work with details of new construction
 - c) survey and schedule for window and door rehabilitation
 - d) survey and recommendations for masonry rehabilitation
 - e) plan details, roof details
 - f) details for dome work, balustrade and pediment restoration, wall removal
 - g) finish and hardware schedule
 - h) interior elevations, casework, and details
 - i) enlarged plans and details
 - j) complete mep with details
 - k) complete structural with details
 - l) complete project specifications with general requirements
 - m) final cost estimate with 7 1/2% contingency assuming a 2002 bid date

**Attachment B- Scope of Work
Funding Agreement**

Work Product of Consultants

1) Engineering consultants will provide:

- a) mechanical/electrical/plumbing engineering for system design
- b) structural engineer for restoration of dome and design of walkway, elevator shaft, and balcony at district courtroom

2) Other consultants will provide:

- a) construction cost estimates

Items outside the architect's scope to be contracted and performed by Williamson County :

- 1) Hazardous material survey
- 2) Security consultant

Attachment C
Funding Agreement

Texas Historical Commission
Courthouse Preservation Program
PROJECT SCHEDULE

January 10, 2001	Initiate work on Schematic Design Phase.	3 weeks
February 1, 2001	Complete SD package and Submit to Williamson County and THC for review and comment. Initiate work on design development.	7 weeks
April 2, 2001	Submit Design Development package Prepare 60% completion Construction Documents.	6 weeks
May 14, 2001	Submit 60% complete CD package to THC, prepare 95% complete CD's.	6 weeks
June 18, 2001	Submit 95% complete documents to THC for final review and comment period.	3 weeks
July 9, 2001	Revise documents upon completion of Comments and prepare final plans, specifications, project manual.	3 weeks
July 30, 2001	Provide copies of final documents to Williamson County and THC.	3 weeks

Attachment D
Funding Agreement

Project Cost Estimate
Design and Planning Services
For the Williamson County Courthouse

Architectural Services	\$178,892.00
Structural Engineer	\$29,000.00
MEP Engineers	\$25,500.00
Lighting Consultant	\$3,200.00
Cost Estimator	\$2,700.00
Reimbursable Expenses (estimated) Printing and Deliveries	\$4,200.00

Total of A/E services for Eleven Thirteen Architects: \$243,492.00

Billing Schedule:

Schematic Design	15%	\$36,524.00
Design Development	25%	\$60,873.00
Construction Documents	60%	\$146,095.00
	100%	\$243,492.00

(These amounts to be billed monthly as a percentage of completion)

Other planning costs not included in architect's fee proposal:

Hazardous Material Survey (estimate)	\$5,000.00
Security	\$0.00

Total Cost for Planning Work **\$248,492.00**

Cover Sheet

Contract for Architectural Services

The attached document is an
Agreement between

Williamson County
&

1113 Architects, Inc.

**11
15**

Agreement Between Owner and Architect

Agreement:

made as of the 9th day of January in the year of 2001

between the Owner:

Williamson County
State of Texas

and the Architect:

Eleven Thirteen Architects, Inc.
807 Rock Street
Georgetown, Texas 78626

for the following Project:

The Renovation and Restoration of the Williamson County Courthouse in accordance with the approved Master Plan and revisions set forth by the Texas Historical Commission, September, 2000 under the Texas Historic Courthouse Preservation Program (Program), Round Two. The bidding/negotiation and construction phases of the project are not covered by this agreement.

The Owner and Architect agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1 **ARCHITECT'S RESPONSIBILITIES**

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 **SCOPE OF ARCHITECT'S BASIC SERVICES**

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

~~2.5 BIDDING OR NEGOTIATION PHASE~~

~~2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.~~

~~2.6 CONSTRUCTION PHASE ADMINISTRATION OF THE CONSTRUCTION CONTRACT~~

~~2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.~~

~~2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.~~

~~2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.~~

~~2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.~~

~~2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or~~

continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject

to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

~~2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.~~

~~2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.~~

~~2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.~~

~~2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.~~

~~2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.~~

~~2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.~~

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under contingent Additional "Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B.SS2 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

.1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;

or

.3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

~~**3.4.6** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.~~

- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed estimates of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning tenant or rental spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

- 4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements
- 4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site;

locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the

parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. With the exception of advertisement of the project for other County purposes, the Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than thirty days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than 30 days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within 30 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- .1** Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or
- 2** Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- .3** Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of ~~the principal place of business of the Architect~~ Texas, with venue in Williamson County.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10
PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation scheduled meetings in connection with the Project; expenses in connection with authorized out-of-county travel; long- distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents will be billed at 1.05 times their cost.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.2.1.7 Expense of consultants including Structural, Electrical and Mechanical Engineers, Landscape Architects and Interior Designers will be billed to the Owner at 1.05 times the amount invoiced the Architect.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 ~~An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.~~

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of zero (-0-) shall be made upon execution of this agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

1 All services provided by the Architect under the descriptions of 2.2 Schematic Design, 2.3 Design Development, 2.4 Construction Documents, ~~2.5 Bidding or Negotiation, and 2.6 Construction Phase~~ are payable for a fee of \$243,492.00.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in the Construction Documents Phase and the Construction Phase-Administration of the Construction Contract shall be billed monthly.

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (1.05) times the amounts billed to the Architect for such services.

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of (1.1) times the expenses incurred by the Architect, the Architect's employees, and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable fifteen (15) days from the date of the Architect's invoice. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate of one and one half percent (1.5%) or maximum

allowable by law per month and/ part of month on any unpaid balance. Any disputes will be settled by binding arbitration as described in Article 7, Arbitration.

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

~~12.1 There are no other conditions or services to be outlined in this article (Article 12) at the time of this agreement~~

Attachments as listed below:

- Attachment A: Estimated Project Cost
- Attachment B: Project Philosophy and Description, Scope of Services, Work Product of Consultants
- Attachment C: Project Schedule

This Agreement entered into as of the day and year first written above.

OWNER Williamson County

(Signature)

John C. Doerfler

Judge John Doerfler, County Judge, Williamson County
(Printed name and title)

ARCHITECT

(Signature)

Karalei Nunn A.I.A., Partner
(Printed name and title)

Attachment A
1/9/01 Williamson Contract

Project Cost Estimate
Design and Planning Services
For the Williamson County Courthouse

Architectural Services	\$178,892.00
Structural Engineer	\$29,000.00
MEP Engineers	\$25,500.00
Lighting Consultant	\$3,200.00
Cost Estimator	\$2,700.00
Reimbursable Expenses (estimated)	
Printing and Deliveries	\$4,200.00

Total of A/E services for Eleven Thirteen Architects: \$243,492.00

Billing Schedule:

Schematic Design	15%	\$36,524.00
Design Development	25%	\$60,873.00
Construction Documents	60%	\$146,095.00
	100%	\$243,492.00

(These amounts to be billed monthly as a percentage of completion)

Other planning costs not included in architect's fee proposal:

Hazardous Material Survey (estimate)	\$5,000.00
Security	\$0.00

Total Cost for Planning Work **\$248,492.00**

Attachment B- Scope of Work/Project Philosophy
1/9/01 Williamson Contract

Project Philosophy

This project involves the restoration of the Williamson County Courthouse. The period of 1912-1920 has been selected as the target date for restoration. A large portion of courthouse finishes from that period survive, and there are a number of photos from that period that were collected in the master planning process.

The exterior restoration work includes rectifying two significant building elements; the deteriorating and leaking dome and the replacement of the balustrades and pediments. The master plan provides for replacement of the worn copper skin of the dome, repair of the wood sub-structure with replacement as required, and repointing of the masonry base. The balustrades and pediments, removed due to the deterioration of the anchoring devices in the 1960s, will be recreated in wither fiberglass or terracotta and reinstalled. Additional exterior work includes selective repointing of the brick and cast stone elements and replacing the cast stone steps that have heaved. The wood windows will be tested for lead paint and wither scraped in place or removed and dipped. New weatherstripping will be installed, broken glass replaced, caulking replaced and the sash painted. The exterior vestibules added in the 1950s will be removed and the doors rehabilitated in a fashion similar to the windows.

Interior work includes two significant restorations; the full height District Courtroom with balcony and the second winding marble staircase. To accomplish the first; the third floor area over the courtroom added in the 1950s will be removed, the ceiling repaired and or replaced and the wood flooring restored. To achieve the second; the elevator that replaced it in the 1950s will be removed. A new 4-stop elevator will be installed off of the corridor. The second winding stair will be reconstructed in its original location. Skylights above each stair, removed at some point will be constructed. New restroom facilities will be constructed on the first floor. Wall changes; additions, and removals will take place inside the four quadrants to accommodate the departments that will remain in the building; the County Judge, Auditor, County Treasurer, Human Resources, Elections and Payroll and Benefits. The others will move either to the expanded Justice System (the County Clerk) or a remote location (the Tax Assessor/Collector). New mechanical and plumbing will be installed to meet code issues. The electrical grounding system will be revised. Lightning protection will be added. Asbestos will be removed from corridor ceilings and properly contained in the basement mechanical room. Historic paint colors will be used on all plaster and drywall surfaces. Stained wood finishes will be stripped and refinished. New carpeting will be installed in the offices.

Attachment B- Scope of Work
1/9/01 Williamson Contract

Deliverables by Phase

1) Schematic Design Phase Documents

- a. measured floor plans (basement, 1st, 2nd, and 3rd), roof plan, and elevations: plans keynoted for existing conditions, demolition; 2nd set noted for post-demolition work.
- b. site plan noting all existing features and identifying new work
- c. analysis of relevant programmatic information from the master plan (to be included on the drawings to the extent possible)
- d. narrative description of MEP systems/equipment, proposed type and locations for ductwork
- e. schematic structural proposal for restored dome, restored balcony and removal of section of third floor, and relocated elevator
- f. status report on specialty consultants' work
- g. proposed accessibility solutions
- h. masonry and window survey forms
- i. construction cost estimate with 17% contingency

2) Design Development Phase Documents

- a) plans and elevations noted for specific work required
- b) sections through building noting work at dome, rotunda, porticos and balconies, and district courtroom
- c) site plan including survey noting all sitework: grading, new equipment (if any) and landscape features, animal drinking fountain to be reviewed for restoration
- d) completed window survey, draft recommendations
- e) completed masonry survey, draft recommendations
- f) reflected ceiling plans
- g) new balustrade and pediment elevations and sections
- h) roofplans
- i) enlarged plans as required including; plans of the rotundas indicating floor joint layout and replacement required, district courtroom plan with balcony, stairs and seating
- j) accessible designs for restrooms
- k) finish schedule forms
- l) schematic mechanical/electrical and plumbing proposals
- m) schematic structural proposals for dome restoration, new walkway at dome, new elevator, removal of third floor and replacement of balcony in district courtroom
- n) outline specifications identifying all relevant subdivisions
- o) paint analysis and hazardous material reports
- p) updated cost estimate with 12% contingency

Scope of Work- Deliverables (cont.)

Page Two

- 3) Construction Documents (60% complete, preliminary submittal)
 - a) plans, elevations and building sections with notes, references and symbols
 - b) site plan including all sitework with details of new construction
 - c) survey and schedule for window and door rehabilitation
 - d) survey and recommendations for masonry rehabilitation
 - e) details for dome work, balustrade and pediment restoration, wall removal
 - f) proposed finish and color schedule
 - g) proposed hardware schedule
 - h) proposed interior elevations and casework (if any)
 - i) mechanical/electrical and plumbing 60% completion
 - j) structural 60% completion
 - k) draft project specifications, selected light fixture cut sheets
 - l) security proposal
 - m) updated cost estimate with 7 1/2% contingency
- 4) Construction Documents (95% complete submittal)
 - a) all plans, elevation and building sections with notes, references, and symbols
 - b) site plan including all site work with details of new construction
 - c) survey and schedule for window and door rehabilitation
 - d) survey and recommendations for masonry rehabilitation
 - e) plan details, roof details
 - f) details for dome work, balustrade and pediment restoration, wall removal
 - g) finish and hardware schedule
 - h) interior elevations, casework, and details
 - i) enlarged plans and details
 - j) complete mep with details
 - k) complete structural with details
 - l) complete project specifications with general requirements
 - m) final cost estimate with 7 1/2% contingency assuming a 2002 bid date

Attachment B- Scope of Work
1/9/01

Work Product of Consultants

1) Engineering consultants will provide:

- a) mechanical/electrical/plumbing engineering for system design
- b) structural engineer for restoration of dome and design of walkway, elevator shaft, and balcony at district courtroom

2) Other consultants will provide:

- a) construction cost estimates

Items outside the architect's scope to be contracted and performed by Williamson County :

- 1) Hazardous material survey**
- 2) Security consultant**

Attachment C
1/9/01 Williamson Contract

Texas Historical Commission
Courthouse Preservation Program
PROJECT SCHEDULE

January 10, 2001	Initiate work on Schematic Design Phase.	3 weeks
February 1, 2001	Complete SD package and Submit to Williamson County and THC for review and comment. Initiate work on design development.	7 weeks
April 2, 2001	Submit Design Development package Prepare 60% completion Construction Documents.	6 weeks
May 14, 2001	Submit 60% complete CD package to THC, prepare 95% complete CD's.	6 weeks
June 18, 2001	Submit 95% complete documents to THC for final review and comment period.	3 weeks
July 9, 2001	Revise documents upon completion of Comments and prepare final plans, specifications, project manual.	3 weeks
July 30, 2001	Provide copies of final documents to Williamson County and THC.	3 weeks

AGENDA ITEM 39

Consider approving resolution accepting terms & conditions of Texas Transportation Commission minute order #108365.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve resolution for Minute Order Number 108365 for Williamson County Multi-Corridor Transportation Plan right-of-way purchase with 50% participation by Williamson County and 50% participation by TxDOT on Highway 1 for a total of \$8 million.

Vote: **5 - 0**

STATE OF TEXAS	*	THE COMMISSIONERS COURT OF
	*	
COUNTY OF WILLIAMSON	*	WILLIAMSON COUNTY, TEXAS

NOW ALL MEN BY THESE PRESENT THAT ON THIS, the 9 day of January, 2000, the Commissioners Court of Williamson County, Texas met in duly called session at the Courthouse in Georgetown, with the following members present:

John C. Doerfler, County Judge
 Mike Heiligenstein, Commissioner, Pct. #1
 Greg Boatright, Commissioner, Pct. #2
 David Hays, Commissioner, Pct. #3
 Frankie Limmer, Commissioner, Pct. #4

and at said meeting, among other business, the Court considered the following:

RESOLUTION

- WHEREAS, there is an increasingly urgent need for mobility improvements in the Williamson County area to assure local and regional connectivity, increased safety, and the continuation of the County's successful economic development programs ; and,
- WHEREAS, in response to this need the Williamson County Commissioners Court on September 21, 1999 adopted the Williamson County Multi-Corridor Transportation Plan which identified County-wide short- and long-range mobility improvements for the 25-year timeframe, including the extension of Loop 1 within Williamson County to the future intersection with State Highway 45; and,
- WHEREAS, on November 7, 2000 the citizens of Williamson County overwhelmingly passed a \$350 million transportation bond referendum, which identified funding for participation in Texas Department of Transportation projects located in the County; and,
- WHEREAS, on November 16, 2000 the Texas Transportation Commission issued Minute Order No. 108365 which identified the terms and conditions upon which the Texas Department of Transportation ("Department") would proceed with participation of 50% of the cost of right-of-way and utility adjustments for the development of Loop 1 from the intersection of existing Loop 1 and FM 734 in Austin to the proposed intersection of Loop 1 and State Highway 45 in Williamson County as a turnpike project; now,

THEREFORE BE IT RESOLVED that the Williamson County Commissioners Court accept the terms and conditions of Minute Order No. 108365 as they relate to Williamson County, specifically that Williamson County will participate in at least 50% of the cost of right-of-way and utility adjustments for the Williamson County portion of the Loop 1 extension project from the intersection of existing Loop 1 and FM 734 in Austin to the proposed intersection of Loop 1 and State Highway 45 in Williamson County if the project is developed as a turnpike project.