

AGENDA ITEM 32

Consider approving resubdivision of Wild Country Ranch, Lot 3.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve resubdivision of Wild Country Ranch, Lot 3.

Vote: **5 - 0**

AGENDA ITEM 33

Discuss and take any appropriate action on jail/courthouse annex expansion.

The following persons addressed the court in opposition to the expansion at the current site:

Reverend Cyril Semple

Beatrice Miller

Evelyn Harrison

Evelyn Moore

Commissioner Boatright addressed some of the neighborhood concerns regarding the expansion.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve the architects' contracts for the jail/courthouse annex expansion.

Vote: **3 - 0** with Commissioner Hays and Commissioner Heiligenstein absent from the dais.

< Attachment >

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and The Durrant Group, Inc. (*the "ARCHITECT"*). Di Stefano/Santopetro Architects, Inc., of Houston, will serve as an associate architect to the Durrant Group.

WHEREAS, *County* proposes to construct an addition to Williamson County Courthouse Annex;

WHEREAS, *County* desires to obtain professional services for an addition to Williamson County Courthouse Annex (*the "Project"*);

WHEREAS, *ARCHITECT* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *ARCHITECT* agree to the performance of the professional services by *ARCHITECT* and the payment for these services by *County* as set forth herein.

Section I**Employment of the ARCHITECT**

County agrees to employ *ARCHITECT* and *ARCHITECT* agrees to perform professional ARCHITECTURAL services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II**Basic Services of the ARCHITECT**

- A. In consideration of the compensation herein provided, *ARCHITECT* shall perform professional ARCHITECTURAL services for the *Project*, which are acceptable to the *County Judge*, based on standard ARCHITECTURAL practices and the scope of work described on the Exhibits attached to this Agreement. *ARCHITECT* shall also serve as *County's* professional ARCHITECT in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of

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ARCHITECT's services.

- B. **ARCHITECT** shall not commence work until **ARCHITECT** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. **County** shall provide **ARCHITECT** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **ARCHITECT**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **ARCHITECT**.
- D. **ARCHITECT** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. National Environmental Policy Act (NEPA)
 - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - c. Americans with Disabilities Act (ADA) Regulations
 - d. U.S. Army Corps Regulations
 - e. Southern Building Code
 - f. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - g. National Electrical Code (most current version)
 - h. Williamson County Bond Program Standard Procedures Manual
 - i. TxDOT Bridge Division Foundation Manual
 3. As part of the Scope of Services, **ARCHITECT** shall submit its work products to **County** for review at regular intervals.
 4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III
Fee schedule

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- A. For and in consideration of the performance by **ARCHITECT** of the work described in the Scope of Services, **County** shall pay and **ARCHITECT** shall receive the fee set forth in Exhibit I. The additional services fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **ARCHITECT** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **ARCHITECT** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **ARCHITECT's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **ARCHITECT**.

Section IV Period of Service

- A. **ARCHITECT** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **ARCHITECT** shall complete all design work as described in the Scope of Services within One Hundred Ninety Six (196) calendar days from receipt by **ARCHITECT** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **ARCHITECT** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **ARCHITECT's** or **County's** reasonable control. Upon the discovery of such an event, **ARCHITECT** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **ARCHITECT** of written Notice of Reinstatement from **County**. **ARCHITECT**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached

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- hereto and made a part hereof. In the event such suspension of the *Project* or the *ARCHITECT's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *ARCHITECT* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard ARCHITECTURAL practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and *County* may terminate this Agreement for reasons other than substantial failure by *ARCHITECT* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *ARCHITECT* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of *ARCHITECT* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *ARCHITECT* shall be liable for any additional costs incurred by *County*.
- F. *ARCHITECT* specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining *County's* actual damages, *ARCHITECT* agrees that ONE HUNDRED DOLLARS and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *ARCHITECT* for every day that *ARCHITECT* does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete ARCHITECTURAL work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an ARCHITECTURAL work product received by *County* is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the ARCHITECTURAL work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages.
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

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Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *ARCHITECT's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *ARCHITECT* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. *ARCHITECT* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *ARCHITECT* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *ARCHITECT* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *ARCHITECT's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *ARCHITECT* shall cooperate and coordinate with *County's* staff, and other *ARCHITECT's* and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Work Product

- A. *ARCHITECT's* ARCHITECTURAL work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "ARCHITECTURAL work products"), shall be submitted by *ARCHITECT* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the ARCHITECTURAL work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the ARCHITECTURAL work products in compliance with the requirements of this Agreement. . The completeness of any ARCHITECTURAL work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *ARCHITECT* in writing within such 30-day period if such work product has been found to be incomplete.

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- C. If the submission is complete, *County* shall notify *ARCHITECT* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *ARCHITECT*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *ARCHITECT*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *ARCHITECT* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final ARCHITECTURAL work products, *ARCHITECT* shall without additional compensation perform any work required as a result of *ARCHITECT's* development of the products which is found to be in error or omission due to *ARCHITECT's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *ARCHITECT's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *ARCHITECT*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

ARCHITECT shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *ARCHITECT* shall entitle *ARCHITECT* to additional compensation for such extra services and expenses, provided however, that *ARCHITECT* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *ARCHITECT's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *ARCHITECT* to revise the plans in order to make the *Project* constructable, *ARCHITECT* shall do so without additional compensation. In the event of any dispute over the classification of *ARCHITECT's* services as Basic or Additional Services under this Agreement, the

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decision of the *County Judge* shall be final and binding on *ARCHITECT*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII
ARCHITECT's Responsibility and Liability

- A. *ARCHITECT* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *ARCHITECT* shall inform *County* of such event within five working days.
- B. *ARCHITECT* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *ARCHITECT* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *ARCHITECT*.
- D. *ARCHITECT* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *ARCHITECT* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *ARCHITECT* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *ARCHITECT's* opinions of probable *Project* cost or construction cost represent *ARCHITECT's* professional judgment as a design professional familiar with the construction industry, but *ARCHITECT* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *ARCHITECT's* opinions of probable cost.
- F. *ARCHITECT* shall perform all services and responsibilities required of *ARCHITECT* under this Agreement using at least that standard of care which a reasonably prudent *ARCHITECT* in Texas, who is licensed by the State Board of *ARCHITECTS*, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *ARCHITECT* represents that it presently has, or is able to obtain, adequate qualified

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personnel in its employment for performance of the services required under this Agreement and that **ARCHITECT** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **ARCHITECT** and professional personnel.

- H. All employees of **ARCHITECT** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **ARCHITECT**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
- I. **ARCHITECT** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **ARCHITECT** shall place his Texas Professional ARCHITECT's seal of endorsement on all documents and ARCHITECTURAL data furnished to **County**, as required by law.
- K. **ARCHITECT** is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of **ARCHITECT** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **ARCHITECT** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **ARCHITECT** retaining a copy.
- C. Any reuse by **ARCHITECT** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **ARCHITECT's** sole risk and without liability or legal exposure to **County**. Should **ARCHITECT** be terminated, **ARCHITECT** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **ARCHITECT**, or Surveyor, as applicable, as specified by professional standards.
- D. **ARCHITECT** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective ARCHITECTs and contractors, without the specific written consent of **ARCHITECT**.

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- E. The *County* acknowledges the *ARCHITECT*'s documents, including all reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the *ARCHITECT*, as instruments of professional service. Nevertheless, the documents produced under this agreement shall become the property of the *County* upon full payment to the *ARCHITECT*. The *County* agrees to indemnify and hold harmless the *ARCHITECT*, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the documents by the *County* or any person or entity that acquires or obtains the documents from or through the *County* without the written authorization of the *ARCHITECT*.

Section X
Maintenance of and Right of Access to Records

- A. *ARCHITECT* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *ARCHITECT* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *ARCHITECT*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *ARCHITECT* agrees that *County* shall have access during normal working hours to all necessary *ARCHITECT* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *ARCHITECT* reasonable advance notice of intended audits.
- C. *ARCHITECT* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.
- D. *ARCHITECT* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *ARCHITECT* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

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Section XI
Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *ARCHITECT* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of ARCHITECT.** *ARCHITECT* certifies that neither *ARCHITECT* nor any members of *ARCHITECT's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *ARCHITECT*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *ARCHITECT*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

ARCHITECT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the *Project* involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested,

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addressed to the proper party, at the following address:

ARCHITECT: William A. Baker, AIA
The Durrant Group, Inc.
3773 Cherry Creek North Drive, #1000
Denver, CO 80209

COUNTY: Williamson County (or successor)
710 Main Suite 201
Georgetown, Texas 78626

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney
405 MLK, Box 7
Georgetown, TX 78626
Attn: File No.

and to: Broaddus & Associates
3006 Bee Caves Road
Suite D-310
Austin, TX 78746
Attn: Gilbert O. Gallegos

and to: _____

- F. **Insurance Requirements.** ARCHITECT agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent County becomes aware that ARCHITECT is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, ARCHITECT hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, County shall not have an affirmative duty to determine if ARCHITECT is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of County and ARCHITECT and their respective successors, executors, administrators, and assigns. Neither County nor ARCHITECT may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

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- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** **ARCHITECT** shall provide to **County Judge** upon submittal of **ARCHITECT's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** **ARCHITECT** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **ARCHITECT** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after **ARCHITECT** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the **ARCHITECT**), whether or not it results from or involves any action or failure to act by the **ARCHITECT** or any employee or agent of the **ARCHITECT** and which arises in any manner from the performance of this Agreement, the **ARCHITECT** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The **ARCHITECT** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **ARCHITECT**, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the **ARCHITECT's** performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **ARCHITECT** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **ARCHITECT**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

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- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that **ARCHITECT** is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of **ARCHITECT**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **ARCHITECT** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of ARCHITECT.*** The term **ARCHITECT** as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- S. ***Job Site Signage.*** The Contractor shall fabricate and install job site signage as designed by the **ARCHITECT**.
- T. ***Photography.*** The **ARCHITECT** shall have the right to include representations of the project design and design documents inclusive of photography of the completed project among the **ARCHITECT's** promotional and professional materials. The **ARCHITECT** retains the right to submit the project for consideration in various publications and award programs.

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EXECUTED this 24 day of April, 2001.

THE ARCHITECT:

BY: W. Baker

Printed Name: William A. Baker, AIA

Title: Vice President

WILLIAMSON COUNTY:

BY: John C. Daefler 4-24-01
Williamson County Judge

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

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EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The basis for compensation shall be a Lump Sum not to exceed Fee for Basic Services. Reimbursable expenses shall be in addition to the Lump Sum Fee, but not to exceed \$20,000. The not-to-be-exceeded Lump Sum fee for the performance of the ~~Scope~~ of Services described in the Agreement shall be as described in Section 1.4.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *ARCHITECT* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.
- 1.4 Basic compensation shall be computed as follows:

SCHEME #1 (Courts with west entrance):

Schematic Design (SD) is 15% of the total fee.

Design Development (DD) is 20% of the total fee.

Scheme #1 was taken to 1/2 of the DD phase or $15\% + 1/2 (20\%) = 25\%$ of the total fee.

Fee for SD + 1/2 DD for Scheme #1:

$$7 \frac{1}{2} \% \times \$9,440,000 \times 25\% = \$177,000.$$

SCHEME #2 (Courts with north entrance and zoning studies):

Fee shall be hourly, but not to exceed \$50,000.

REMAINDER (BALANCE) OF PROJECT (Design Development, Construction Documents, Bidding and Construction Administration):

Fee shall be $7 \frac{1}{2} \% \times$ ^{Actual} ~~Estimated~~ Construction Cost of the selected scheme (#1 or #2), less a credit to the *County* for the Schematic Design (15%) of the total fee. The compensation for

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the phases of the work shall be on a percent of completion and the phases are represented by the following breakdown: Schematic Design = 15% of the total, Design Development = 20% of the total, Construction Documents = 40% of the total, Bidding = 5% of the total, and Construction Administration = 20% of the total.

SECTION 2 - NOT TO BE EXCEEDED FEE

- ~~2.1 ARCHITECT and County acknowledge the fact that the not to be exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not to be exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then ARCHITECT shall receive compensation for only those services actually rendered.~~

SECTION 3 WORK AUTHORIZATIONS

- 3.1 County will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the ARCHITECT to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the County and ARCHITECT. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the ARCHITECT's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until County and ARCHITECT have signed the Work Authorization, with the exception that for this project, the County requested that the Architect begin work on December 1, 2000 to conduct the Schematic Design Phase and part of the Design Development Phase of the work. All work must be completed on or before the completion date specified in the Work Authorization. The ARCHITECT shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ARCHITECT from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The ARCHITECT shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

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- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **ARCHITECT** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **ARCHITECT** shall not be compensated for work made necessary by **ARCHITECT's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the **Compensation Cap**) is shown in Section 1.4 for Basic Services, plus the amounts for reimbursable expenses with a not to exceed amount of \$20,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **ARCHITECT** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. ~~Invoices should detail hours worked by staff person, with a description of the work performed by individuals.~~ Invoices should summarize tasks completed by individuals working on the project during that month. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit, including hours worked by each staff person, with a description of the work performed by individuals.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **ARCHITECT**.

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ATTACHMENT A**WORK AUTHORIZATION NO. One (1)**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and The Durrant Group, Inc. (*the "ARCHITECT"*).

Part1. The *ARCHITECT* will provide the following ARCHITECTURAL services:

The Project consists of the Williamson County Courts Addition located in Georgetown, Texas. The general scope of the project is as defined by the "Williamson County Needs Assessment and Master Plan" dated July 31, 2000 and the additional schematic and design development drawings prepared by Durrant, following the selection by the Commissioners Court in November, 2000 of the Construction Management Team of the Landmark Organization and Durrant up to and including the documents of March 13, 2001 (Scheme #1). Scheme #1 Construction Cost was estimated at \$9,440,000 by Landmark. Scheme #2 began March 14, 2001 through April 17, 2001 and consisted of the additional services design of the Courts with a north entrance, as well as additional services for zoning studies. This Scheme #2 is being estimated by Landmark. The County will choose a scheme, or variation, to proceed. The scope for the *ARCHITECT* includes professional design services including architecture, civil, landscape, structural, mechanical, and electrical disciplines and specialty consultants for the project.

The scope of the *ARCHITECT's* services shall be as defined by Articles 1 through 5, listed below:

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.
- 1.1.2 The Architect's services shall be provided in conjunction with the services of a Construction Manager as described in the edition of AIA Document B801/CMa, Standard Form of Agreement Between Owner and Construction Manager, current as of the date of this Agreement.
- 1.1.3 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit for the Owner's approval and the Construction Manager's information a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and

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shall include allowances for periods of time required for the Owner's and Construction Manager'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.

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 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, schedule and construction budget 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 review with the Owner and Construction Manager proposed site use and improvements; selection materials, building systems and equipment; and methods of Project delivery.
- 2.2.3 The Architect shall review with the Owner and Construction Manager 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 At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide schematic design studies for the Owner's review and the Construction Manager's information.
- 2.2.6 In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall be entitled to assume the accuracy of the estimates of Construction Cost which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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- 2.2.7 Upon completion of the Schematic Design Phase, the Architect shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information.

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 Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon data and estimates prepared by the Construction Manager and shall consist of drawings and other documents that establish 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 At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide drawings and other documents which depict the current status of design development for the Owner's review and the Construction Manager's information.

- 2.3.3 Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications and other documents for the Owner's approval and the Construction Manager's information.

2.4 CONSTRUCTION DOCUMENTS PHASE

- 2.4.1 Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the construction budget, the Architect, utilizing data and estimates prepared by the Construction Manager, 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 At intervals mutually agreeable to the Owner, Construction Manager and Architect, the Architect shall provide Drawings and Specifications for the Owner's and the Construction Manager's review.

- 2.4.3 Upon completion of the Construction Documents Phase, the Architect shall provide Construction Documents for the Owner's approval and the Construction Manager's information.

- 2.4.4 The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the Forms of Agreement between the Owner and the Contractors. The Architect shall assist the Construction Manager in issuing bidding documents to bidders and conducting pre-bid

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conferences with prospective bidders. The Architect, with the assistance of the Construction Manager, shall respond to questions from bidders, and shall issue addenda.

- 2.4.5 The Architect shall assist the Owner and Construction Manager 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 Construction Manager's latest estimate of Construction Cost, shall assist the Construction Manager in obtaining bids or negotiated proposals and assist in 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 Project 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 in cooperation with the Construction Manager as set forth below and in the edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, current as of the date of this Agreement.
- 2.6.3 Duties, responsibilities and limitation of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractors and the Construction Manager, 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 Contractors is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contracts 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 the 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

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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 the Contractor's responsibility under the Contracts for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not be responsible for the performance by the Construction Manager of the services required by the Construction Manger's agreement with the Owner. The Architect shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or of any other persons performing services or portion 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 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 each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors.
- 2.6.9.1 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, on the recommendations of the Construction Manager and on the data comprising the Contractor's Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the 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.
- 2.6.9.2 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, sequenced or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data required by the Owner to substantiate the Contractor's right to payment or (4)

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ascertained how or for what purpose the Contractor has used the money previously paid on account of the Contract Sum.

- 2.6.10 The Architect shall have authority, after notification to the Construction Manager, 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, upon written authorization from the Owner, 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 Construction Manager, Contractors, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 2.6.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, not only for the limited purpose of checking for conformance with the 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 Contractor's Work or in construction by the Owner's own forces, 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 such as dimensions and quantities or for substantiating instructions for installation or performance of equipment systems designed by the Contractors 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.
- 2.6.12 The architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.
- 2.6.13 The Architect may authorize minor changes in Work not involving an adjustment in a Contract Sum or an extension of a Contract Time which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager.

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- 2.6.14 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall forward to the Owner warranties and similar submittals required by the Contract Documents which have been received from the Construction Manager. The Architect shall issue a final Project 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 requests of either of 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 Contractors, shall not show partiality to either, and shall not be liable for results of interpretations of 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 questions between the Owner and Contractors relating to the execution or progress of the Work as provide 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 Contractors, except for those relating to aesthetics 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, 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

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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 therefore 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 B352 current as of the date of this Agreement, unless otherwise agreed.
- 3.2.3 Through the observations by such Project Representative, 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 requested by the Owner because the Construction Manager's estimate of Construction Cost exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment.
 - .3 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
 - .4 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, changes in size, quality, complexity, the Owner's or Construction Manager's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.3.
- 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.

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- 3.3.4 Providing services in connection with evaluating substitutions proposed by Contractors 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 termination or default of the Construction Manager or a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or a Contractor under a Contract for Construction.
- 3.3.7 Providing services in evaluating an extensive number of claims submitted by a 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.

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- 3.4.8 Providing coordination of construction performed 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 separate consultants retained by the Owner.
- 3.4.10 Providing estimated of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material and equipment.
- 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 Contractors.
- 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 Project Certificate for Payment, or in the absence of a final Project 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.

3.5 REIMBURSABLE EXPENSES

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- 3.5.1 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:
- 3.5.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out of town travel such as mileage, air fare, hotel and meals; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- 3.5.1.2 Expense of postage, express deliveries, electronic facsimile transmissions and handling of documents.
- 3.5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- 3.5.1.4 Expense of renderings, models and mock-ups requested by the Owner.
- 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 based on consultation with the Construction Manager and the Architect, which shall include 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 retain a construction manager to administer the Project. The Construction Manager's services, duties and responsibilities will be as described in the edition of AIA Document B801/CMa, Standard Form of Agreement Between Owner and Construction Manager, current as of the date of this Agreement, or other form. The Terms and Conditions of the Agreement between Owner and Construction Manager shall be furnished to the Architect and shall not be modified without writing consent of the Architect, which consent shall not be unreasonably withheld. The Architect shall not be responsible for action taken by the Construction Manager.
- 4.6 The Owner shall furnish surveys describing physical characteristics, legal limitation and utility location 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,

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pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, 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.

- 4.7 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, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 4.7.1 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.
- 4.8 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.
- 4.9 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 Application for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 4.10 The services, information, surveys and reports required by Paragraphs 4.6 through 4.9 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.11 Prompt written notice shall be given by the Owner to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.12 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 required knowledge or services beyond the scope of this Agreement.
- 4.13 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

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- 4.14 The Owner shall furnish the Architect copies of written communications with the Construction Manager and Contractors.

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 the 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. Construction Cost shall also include the compensation of the Construction Manager and Construction Manager's consultants.
- 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 Paragraphs 4.1 through 4.4 and 4.6 through 4.14.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 5.2.1 The Architect's review of the Owner's Project budget and of preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the Construction Manager is solely for the Architect's guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect cannot and does not warrant the accuracy of the estimates of the Construction Manager, or 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 of this Agreement.
- 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement.
- 5.2.3 In the event that the Construction Manager's estimate of the lowest bona fide bid or negotiated proposal received by the Owner exceeds the Owner's budge for reasons other than those described in Paragraph 3.3, the modification of Contract Documents shall be the limit of the Architect's responsibility. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

Part 2. The maximum amount payable for services under this Work Authorization without modification is the Basic Compensation of Section 1.4, plus Scheme #2 additional services not to exceed \$50,000, plus the

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amounts for reimbursable expenses, not to exceed \$20,000.

Part 3. Payment to the *ARCHITECT* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on that date obtained by adding all the Production Schedule calendar days, plus additional days required by County review periods, unless extended by a Supplemental Work Authorization.

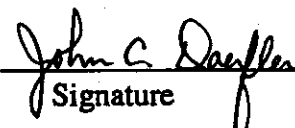
Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ARCHITECT:
The Durrant Group, Inc.By: 
SignatureWilliam A. Baker, AIA
Printed NameVice President
Title_____
DateCOUNTY:
Williamson County, TexasBy:  4-24-01
SignatureJohn DoerflerCounty Judge, Williamson County
Title4/24/01
Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by ARCHITECT
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

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EXHIBIT II**HOURLY RATES**

1. Senior ARCHITECT..MANAGING PRINCIPAL.....\$200
2. Graduate ARCHITECT...PRINCIPAL\$175
3. ARCHITECT.....\$125
4. SUPERVISOR.....\$100
4. Technician.....\$90
5. Secretary/Clerical.....\$45
6. Expert Witness Testimony.....\$300

EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *ARCHITECT* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *ARCHITECT* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *ARCHITECT's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV**PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved by *County* and will remain in full

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force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *ARCHITECT* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *ARCHITECT* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *ARCHITECT* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *ARCHITECT* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *ARCHITECT* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *ARCHITECT* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *ARCHITECT* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *ARCHITECT* of any and all rights or claims to collect the fee that *ARCHITECT* may rightfully be entitled to for services performed under this Agreement.

Procedures for *ARCHITECT* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *ARCHITECT* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension

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shall be prepared for possible delivery to *County*, but shall be retained by *ARCHITECT* unless requested by *County*.

2. During the period of suspension, *ARCHITECT* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *ARCHITECT* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *ARCHITECT* exercises such right to terminate, within thirty (30) days after receipt by *County* of *ARCHITECT*'s Notice of Termination, *ARCHITECT* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *ARCHITECT* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *ARCHITECT* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *ARCHITECT* of any and all rights or claims to collect the fee that *ARCHITECT* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. *ARCHITECT* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *ARCHITECT* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *ARCHITECT* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *ARCHITECT* will, in all solicitations or advertisements for employees placed by or on behalf of *ARCHITECT*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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- C. **ARCHITECT** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **ARCHITECT's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **ARCHITECT** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. **ARCHITECT** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **ARCHITECT's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **ARCHITECT** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **ARCHITECT** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **ARCHITECT** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event **ARCHITECT** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **ARCHITECT** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, **ARCHITECT** agrees to provide and maintain the following insurance:

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- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. **ARCHITECT** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.
- E. In the event **ARCHITECT** is self-insured in connection with any or all of the above-required insurance policies, **ARCHITECT** shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

ARCHITECT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. **ARCHITECT** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of **ARCHITECT** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **ARCHITECT** shall furnish *County* with a certification of coverage issued by the insurer. **ARCHITECT** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the **ARCHITECT**, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A**SCOPE OF SERVICES**

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECTURAL PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

The ARCHITECT'S Scope of Services is shown in Work Authorization No. One (1), Part 1 of this agreement.

PRODUCTION SCHEDULE FOR THE ARCHITECT'S SERVICES:**PHASE****CALENDAR DAYS OR OTHER
DESCRIPTION OF TIME**

Schematic Design Phase and partial Design Development Phase
(Scheme #1)

December 1, 2000 through
March 13, 2001=103 calendar
days

Design Development Phase

Starting with written approval of
this agreement and a selected
scheme: 84 calendar days

Construction Documents Phase

Starting after Owner review
and written approval of prior
phase: 112 calendar days

Bid Phase

Starting after Owner review
and written approval of prior
phase: 42 calendar days

Construction Administration Phase

Starting after Owner review
and written approval of prior
phase: 365 calendar days

The time for review and approval by the *County* after receipt of completed documents for each Phase is not included in the above schedule. (Minimum 30 day review period for each Phase – Section VI-B)

It is understood that the County will retain the Landmark Organization as Construction Manager-Adviser on the project. It is also understood that the CM-Adviser will be responsible for construction cost and schedule management on the project, and the ARCHITECT may rely on the accuracy of such services.

04/24/2001

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

AGENDA ITEM 34

Discuss real estate- Montgomery tract: EXECUTIVE SESSION REQUESTED as per VTCA Govt Code sec. 551.072 pertaining to matters of real property.

The Executive Session was canceled.

AGENDA ITEM 35

Discuss and take any appropriate action on real estate transaction-Montgomery tract.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the contract on the Montgomery property.

Vote: **5 - 0**

< Attachment >

WILLIAMSON COUNTY PURCHASE CONTRACT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for a good and valuable consideration, the receipt of which is hereby acknowledged, agrees to grant, sell and convey the real property herein described to Williamson County, herein called the County, a political subdivision of the State of Texas, or its assigns, and the County agrees to purchase the following described real property for the consideration and subject to the terms herein stated:

All that certain property consisting of 0.1353 acres of land situated at 410 Rock Street, County of Georgetown, Williamson County, Texas, and more fully described in EXHIBIT "A".

CONSIDERATION: The County shall pay \$112,000 for the fee simple title to such real property and for which no liens or encumbrances, expressed or implied, including current taxes, will be retained. The sales price includes the earnest money and shall be payable in full in cash at closing.

Owner agrees to convey to the County fee simple rights to the above-described property for the consideration herein stated.

The sum of \$10,000 as Earnest Money shall be tendered to Austin Title Company (sometimes hereinafter referred to as "Title Company" or "Escrow Agent"), as escrow agent. The Escrow Agent shall deposit such money in trust for the parties to this contract, in an interest-bearing account with a financial institution whose deposits are federally insured. All accrued interest shall become part of the Earnest Money and shall be payable to the party entitled to the Earnest Money under the terms of this contract. Earnest Money is deposited with the Escrow Agent with the understanding that Escrow Agent (1) does not assume or have any liability for performance or nonperformance of any party, and (2) has the right to require the receipt, release and authorization in writing of all parties to this contract before paying the deposit to any party.

Owner shall remove all personal property from the property prior to close and, at Owner's option, may remove any real property improvements from the property. Removal of any such property, whether real or personal, shall be at Owner's expense and no change in the consideration recited herein shall be due. Owner further waives any and all claims for relocation expenses to which it may be entitled by law.

Owner at closing shall deliver to the County a duly executed and acknowledged General Warranty Deed in substantially the form and substance as set out in EXHIBIT "B" attached hereto and incorporated herein.

Owner and the County will finalize the transaction by closing on or before sixty (60) days after the effective date of this Purchase Contract, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and the County.