

AGENDA ITEM 34

Discuss and take any appropriate action concerning in-house liaison or inspector for capital projects.

No action was taken on this agenda item, which was tabled until further notice.

AGENDA ITEM 35

Discuss and take appropriate action on allocating person to drive van for dam maintenance (Brushy Creek dam), 33% WCID and 66% for Unified Rd. & Bridge.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve an entry-level corrections officer position to supervise and drive van for dam and road maintenance work crews.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 36

Discuss and take any appropriate action on commissioners' court meeting for week of July 2, 2001.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To reschedule a Commissioners' Court meeting for July 3, 2001.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 37

Consider canceling Commissioner's Court meeting of July 10, 2001.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To cancel the July 10, 2001 Commissioners' Court meeting.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 38

Consider the firm of Spencer -Godfrey for development of the 135-acre parkland tract on FM 397 at Taylor.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the firm of Spencer -Godfrey for development of the 135-acre parkland tract on FM 397 at Taylor, subject to approval of the contract by County Attorney Gene Taylor.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

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Checklist**Prior to Initiation of Work**

- ☐ Signed and Executed Agreement
- ☐ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by ~~Engineer~~Architect
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☐ Production Schedule – Exhibit IV
- ☐ Hourly Rates of ~~Engineer~~Architect – Exhibit II
- ☐ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to ~~Engineer~~Architect by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: Geotechnical Investigation and Recommendation
- ☐ Contractors Qualification Statement – Appendix B
- ☐ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original ~~Engineering Architectural Work Product~~ Construction Documents submittal
- ☐ "Completed" ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ "Accepted" ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ Modifications and/or Changes for Approval of ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ "Approved" ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ Revisions to ~~Work Product~~ Construction Documents
- ☐ Seal of Endorsement on all ~~Engineering Architectural Work Product~~ Construction Documents
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided

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| by ~~Engineer~~ Architect to County

Notices (as applicable)

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
 - ☐ Invoice for Services Rendered
 - ☐ Supporting Documentation
 - ☐ Report of Completion Percentage
 - ☐ Invoice for Reimbursables
 - ☐ Proof of prior payment by ~~Engineer~~ Architect of Reimbursables
- |

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PROFESSIONAL SERVICES AGREEMENT

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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 Spencer Godfrey Architects (*the "EngineerArchitect"*).

WHEREAS, *County* proposes to construct a—The Taylor Community Center;

WHEREAS, *County* desires to obtain professional services for The Taylor Community Center (*the "Project"*);

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

Section I
Employment of the EngineerArchitect

County agrees to employ *EngineerArchitect* and *EngineerArchitect* agrees to perform professional engineering 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 of the contract. 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 EngineerArchitect

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

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- B. Engineer/Architect shall not commence work until Engineer/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 Engineer/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 Engineer/Architect; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs Engineer/Architect.
- D. Engineer/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-construction of the *Project*, including any Public Hearings, satisfactory to the *County Judge* and the County's Commissioners Court, and 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. ~~TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:~~
 - i) ~~The 1998 reprint of the Texas Manual on Uniform Traffic Control~~
 - ii) ~~The September 31, 1998, Federal Highway Administration (FHWA)~~
 - b. ~~Texas Department of Transportation Construction Manual~~
 - c. ~~Texas Department of Transportation's Standard Specifications for~~
 - d. ~~National Environmental Policy Act (NEPA)~~
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - f. ~~Americans with Disabilities Act (ADA) Regulations~~
 - g. ~~U.S. Army Corps Regulations~~
 - h. Southern Building Code 1997 Edition (1994 Plumbing and Mechanical Editions)
 - i. ~~Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.~~
 - j. National Electrical Code (most current version)
 - k. ~~Williamson County Bond Program Standard Procedures Manual~~
 - l. ~~TxDOT Bridge Division Foundation Manual~~
 3. As part of the Scope of Services, Engineer/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

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this Agreement, and is expressly incorporated and made a part hereof.

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Section III Fee schedule

- A. For and in consideration of the performance by Engineer/Architect of the work described in the Scope of Services, **County** shall pay and Engineer/Architect shall receive the fee set forth in Exhibit I. ~~The 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 Engineer/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. *THE FEE IS PROPORTED AS PROVIDED IN EXHIBIT "A".*
- B. For the performance of services not specifically described in the Scope of Services Engineer/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 Engineer/Architect's services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on Engineer/Architect.

Section IV Period of Service

- A. Engineer/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. Engineer/Architect shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by Engineer/Architect of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services: unless Architect is delayed for reasons beyond Architect's control.
- C. Neither Engineer/Architect nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Engineer/Architect's or **County's** reasonable control. Upon the discovery of such an event, Engineer/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**.

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- 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 ~~Engineer~~Architect of written Notice of Reinstatement from **County**. ~~Engineer~~Architect, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the ~~Engineer~~Architect's services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, ~~Engineer~~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 ~~engineering~~ 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 ~~Engineer~~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. ~~Engineer~~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 ~~Engineer~~Architect to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, ~~Engineer~~Architect shall be liable for any additional costs incurred by **County**.
- F. ~~Engineer~~ 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, ~~Engineer~~ Architect agrees that _____ One-Hundred and No/100 Dollars (\$ _____ 100.00) per day shall be retained by **County** from any amounts due ~~Engineer~~ Architect for every day that ~~Engineer~~ Architect does not meet the production requirements set forth in Exhibit IV-, through Construction Document phase.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete ~~engineering work product~~ phase 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 ~~engineering work product~~ the Architect's Documents 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 ~~engineering work product~~ Architect's Documents 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. The Architect shall receive written notice from the County at least 10 days prior to any perceived

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failures to meet the proposed schedule.

- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

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 **EngineerArchitect's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **EngineerArchitect** 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. **EngineerArchitect** 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 **EngineerArchitect** 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. **EngineerArchitect** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **EngineerArchitect's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **EngineerArchitect** shall cooperate and coordinate with **County's** staff, and other **engineerArchitects** and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI Review of ~~Work-Product~~ Services

- A. **EngineerArchitect's** ~~engineering work product~~ Construction Documents will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "~~engineering work products~~ Architect's Construction Documents"), shall be submitted by **EngineerArchitect** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the ~~engineering work products~~ Construction Documents, 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 ~~engineering work products~~ Architect's Construction Documents in compliance with the requirements of this Agreement.
- . The completeness of any ~~engineering work product~~ Architectural Services submitted to

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County shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *EngineerArchitect* in writing within such 30-day period if such work product has been found to be incomplete.

- C. If the submission is complete, *County* shall notify *EngineerArchitect* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *EngineerArchitect*, 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 *EngineerArchitect*, 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, *EngineerArchitect* 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 engineering ~~Architectural~~ work products Construction Documents, *EngineerArchitect* shall without additional compensation perform any work required as a result of *EngineerArchitect's* development of the products which is found to be in error or omission due to *EngineerArchitect'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 *EngineerArchitect's* work products Construction Documents as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *EngineerArchitect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product Construction Documents

EngineerArchitect shall make without expense to *County* such revisions to the ~~work product~~ construction documents as may be required to correct negligent errors or omissions so the ~~work product~~ documents 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 *EngineerArchitect* shall entitle *EngineerArchitect* to additional compensation for such extra services and expenses, provided however, that *EngineerArchitect* agrees to perform any necessary corrections to the ~~work products~~ construction documents, which are found to be in negligent error or omission as a result of the *EngineerArchitect's* development of the ~~work product~~

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construction documents, at any time, without additional compensation. If it is necessary due to such error or omission by EngineerArchitect to revise the plans in order to make the *Project* constructable, EngineerArchitect shall do so without additional compensation. In the event of any dispute over the classification of EngineerArchitect's services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on EngineerArchitect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

EngineerArchitect's Responsibility and Liability

- A. EngineerArchitect 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, EngineerArchitect shall inform *County* of such event within five working days.
- B. EngineerArchitect 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 EngineerArchitect 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 EngineerArchitect.
- D. EngineerArchitect 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 EngineerArchitect or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, EngineerArchitect shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. EngineerArchitect's opinions of probable *Project* cost or construction cost represent EngineerArchitect's professional judgment as a design professional familiar with the construction industry, but EngineerArchitect does not guarantee that proposals, bids, or the construction cost, itself, will not vary from EngineerArchitect's opinions of probable cost.

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- F. Engineer/Architect shall perform all services and responsibilities required of Engineer/Architect under this Agreement using at least that standard of care which a reasonably prudent engineer/Architect in Texas, who is licensed by the State Board of Engineers Architectural Examiners, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. Engineer/Architect represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that Engineer/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 Engineer and professional personnel.~~
- H. All employees of Engineer/Architect shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer/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. Engineer/Architect shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. Engineer/Architect shall place his Texas Professional Engineer/Architect's seal of endorsement on all documents and ~~engineering data~~ furnished to County, as required by law.
- K. Engineer/Architect is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of Engineer/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~~ digital files, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Engineer/Architect are the property of County, and ~~u~~ Upon completion of the work or termination of this Agreement or as otherwise instructed by County and/or County Judge, a copy of the Architect's documents shall be delivered to County in an organized fashion with Engineer/Architect retaining a copy.
- B. Any reuse by Engineer/Architect of any such documents described in subsection A above, without the specific written consent of County shall be at Engineer's Architect's sole risk and without liability or legal exposure to County. Should Engineer/Architect be terminated,

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~~Engineer 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 ~~Engineer Architect~~, or Surveyor, as applicable, as specified by professional standards.

- C. ~~Engineer 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 engineers and contractors, without the specific written consent of ~~Engineer Architect~~.

Section X Maintenance of and Right of Access to Records

- A. ~~Engineer 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. ~~Engineer 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 ~~Engineer Architect~~, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ~~Engineer Architect~~ agrees that *County* shall have access during normal working hours to this material, to all necessary ~~Engineer~~ 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 ~~Engineer Architect~~ reasonable advance notice of intended audits.
- C. ~~Engineer 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 materials, 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. ~~Engineer Architect~~ and sub-consultant agrees to photocopy such documents as may be requested by *County*. *County* agrees to reimburse ~~Engineer Architect~~ for the cost of copies at the rate of \$0.15 per sheet and \$0.15 per square foot of blueline paper, 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.** EngineerArchitect 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—Acknowledgement of EngineerArchitect.~~** EngineerArchitect certifies—acknowledges that neither EngineerArchitect nor any members of EngineerArchitect'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 EngineerArchitect) 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 EngineerArchitect) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.
- EngineerArchitect further agrees that this ~~certification~~ acknowledgement 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, addressed to the proper party, at the following address:

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ENGINEER/ARCHITECT: Spencer Godfrey Architects
1106 S. Mays, Suite 120
Round Rock, Texas 78664

COUNTY: Williamson County (or successor)
John Doerfler (or successor)
County Judge

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney

Attn: File No.

and to: Prime Strategies, Inc.
1598 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP
303 East Main Street
Round Rock, Texas 78664
Attn: Mike Swayze

and to: _____

- F. **Insurance Requirements.** Engineer/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 Engineer/Architect is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, Engineer/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 Engineer/Architect is delinquent in the payment of property taxes.

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- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **EngineerArchitect** and their respective successors, executors, administrators, and assigns. Neither **County** nor **EngineerArchitect** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- 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.** **EngineerArchitect** shall provide to **County Judge** upon submittal of **EngineerArchitect'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.** **EngineerArchitect** shall use professional efforts to 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 **EngineerArchitect** shall furnish the **County** with certification-acknowledgement of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after **EngineerArchitect** 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 **EngineerArchitect**), whether or not it results from or involves any action or failure to act by the **EngineerArchitect** or any employee or agent of the **EngineerArchitect** and which arises in any manner from the performance of this Agreement, the **EngineerArchitect** 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 **EngineerArchitect** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **EngineerArchitect**, 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 **EngineerArchitect's** performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **EngineerArchitect** 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 **EngineerArchitect**. 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.

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- 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.
- 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 EngineerArchitect is a _____, duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of EngineerArchitect, I acknowledge by my signature below that I have read and understand the above paragraphs and that EngineerArchitect has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of EngineerArchitect.** The term "EngineerArchitect" as used herein is defined as an individual licensed to practice Architecture in the State of Texas. The Texas Board of Architectural Examiners, P.O. Box 2337, Austin, Texas 78711-2337, or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a, 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.

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EXECUTED this 30 day of July, 2001.

THE ENGINEER/ARCHITECT:

WILLIAMSON COUNTY: |

BY: Mike GodfreyBY: John C. Daehler 8-2-01Printed Name: Mike Godfrey_____
Williamson County JudgeTitle: Partner-Spencer Godfrey Architects

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 not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be completed as follows: 7% of the County's approved construction budget, excluding Civil Engineering fees. When design development is finalized, the Architect's fee will convert to fixed sum compensation based upon 7% of the County's approved Design Development Construction Budget, excluding Civil Engineering Fees. ~~the sum of~~ \$ _____.
- ~~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~~ 1.2 ~~Engineer~~ Architect shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 ~~Engineer~~ 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, excluding Civil Engineering Fees. ~~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 Engineer 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 ~~Engineer~~ 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 ~~Engineer~~ 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 ~~Engineer~~ Architect's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

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- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer/Architect* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer/Architect* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, ~~although such notification shall not relieve the *Engineer* 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 *Engineer/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

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer/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, *Engineer/Architect* shall not be compensated for work made necessary by *Engineer/Architect's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement, for the scope of services described, without modification (the "*Compensation Cap*") is \$280,000.00, 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 unless project scope is modified*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer/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 also contain a representation of the percentage of completion relative to that segment of the *Project*.

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- 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.
- 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 ~~Engineer~~Architect.

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ATTACHMENT A

WORK AUTHORIZATION NO. _____

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 "~~Engineer~~Architect"*).

Part 1. The ~~Engineer~~Architect will provide the following engineering Architectural services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the ~~Engineer~~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 _____, unless extended by a Supplemental Work Authorization.

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

| Contract No. _____

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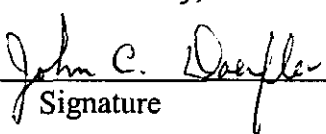
ATTACHMENT A (con't.)

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

| ENGINEER/ARCHITECT:

COUNTY:

Williamson County, Texas

By: 
SignatureBy: 
Signature| Mike Godfrey- _____
Printed NameJohn C. Doerflinger
Printed Name| Partner-Spencer Godfrey Architects_____
TitleCounty Judge
Title7/30/01
Date8-2-01
Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

| Exhibit B - Services to be Provided by Engineer/Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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EXHIBIT II
HOURLY RATES

| | | |
|--|-----------------|--|
| 1. Senior Engineer <u>Principal Architect</u> | <u>\$120.00</u> | |
| 2. Graduate Engineer <u>Project Architect</u> | <u>\$ 85.00</u> | |
| 3. Technician <u>Draftsmen</u> | <u>\$ 65.00</u> | |
| 4. Secretary/Clerical <u>Administrative</u> | <u>\$50.00</u> | |
| 5. Expert Witness Testimony <u>Clerical</u> | <u>\$ 45.00</u> | |
| 6. <u>Expert Witness Testimony</u> | <u>\$150.00</u> | |

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EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ~~Engineer~~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 ~~Engineer~~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 ~~Engineer~~Architect's services as either basic or additional services, the decision of the ~~County Judge~~ shall be final and binding.

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EXHIBIT IV**PRODUCTION SCHEDULE**

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. ~~Engineer~~*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 ~~Engineer~~*Architect* shall not be included within the days allowed for completion.

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EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**Procedures for EngineerArchitect 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, EngineerArchitect 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 EngineerArchitect 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 EngineerArchitect for approved services actually performed under this Agreement, less previous payments.
4. Failure by EngineerArchitect to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by EngineerArchitect of any and all rights or claims to collect the fee that EngineerArchitect may rightfully be entitled to for services performed under this Agreement.

Procedures for EngineerArchitect 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, EngineerArchitect 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 shall be prepared for possible delivery to County, but shall be retained by EngineerArchitect unless requested by County.
2. During the period of suspension, EngineerArchitect may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

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

1. In the event that EngineerArchitect exercises such right to terminate, within thirty (30) days after receipt by **County** of EngineerArchitect's Notice of Termination, EngineerArchitect 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 EngineerArchitect for approved services actually performed under this Agreement, less previous payments.
 3. Failure by EngineerArchitect to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by EngineerArchitect of any and all rights or claims to collect the fee that EngineerArchitect may rightfully be entitled to for services performed under this Agreement.
-

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EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **EngineerArchitect** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **EngineerArchitect** 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. **EngineerArchitect** 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. **EngineerArchitect** will, in all solicitations or advertisements for employees placed by or on behalf of **EngineerArchitect**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. **EngineerArchitect** 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 **EngineerArchitect's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. **EngineerArchitect** 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. **EngineerArchitect** 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 **EngineerArchitect'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 **EngineerArchitect** 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. **EngineerArchitect** 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
-

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24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. ~~Engineer~~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 ~~Engineer~~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, ~~Engineer~~Architect may request *County* and United States to enter into such litigation to protect the interest of the United States.

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EXHIBIT VIIINSURANCE REQUIREMENTS

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

- 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. EngineerArchitect 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 \$250,000.00_____ per claim; \$500,000.00 per year total claims.
- E. In the event EngineerArchitect is self-insured in connection with any or all of the above-required insurance policies, EngineerArchitect 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.
EngineerArchitect 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*. EngineerArchitect 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 EngineerArchitect 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. EngineerArchitect shall furnish *County* with a certification of coverage issued by the insurer. EngineerArchitect 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.

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It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the ~~Engineer~~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 ~~ENGINEER~~ ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ~~ENGINEERING~~ 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.

A multi-purpose community facility for Eastern Williamson County located on 135 acres on FM 397 in Taylor, Texas. The scope of the Architect's services are as follows:

1. Programming of input provided by multiple user groups.
2. Master Site Planning of Program requirements.
3. Provide construction documents, bid documents, and Construction Administration services for the project. It is anticipated that two separate buildings with adjacent parking will be built on the subject property.

Production Schedule:

| <u>ITEM</u> | <u>DURATION</u> |
|---------------------------------------|------------------|
| <u>1. Programming</u> | <u>6 weeks</u> |
| <u>2. Master Plan</u> | <u>6 weeks</u> |
| <u>3. Schematic Design</u> | <u>8 weeks</u> |
| <u>4. Design Development</u> | <u>10 weeks</u> |
| <u>5. Construction Documents</u> | <u>16 weeks</u> |
| <u>6. Bidding</u> | <u>6 weeks</u> |
| <u>7. Agency Review</u> | <u>6 weeks</u> |
| <u>8. Construction Administration</u> | <u>*48 weeks</u> |
| <u>9. Project Close-out</u> | <u>1 week</u> |
| <u>TOTAL</u> | <u>107 weeks</u> |

* Estimated – to be determined by Contractor.

The above referenced time frames through agency review phase are predicated upon timely response, input, reviews, etc. by the County. Should there be any special County review processes, they must be made known to the Architect upon execution of this agreement.

Exhibit n

PROPOSED FEE PRORATION
Based upon 7% of \$3.5 million = \$245,000.00

| | | |
|------------------------------------|-------------|---------------------|
| <u>INITIAL PAYMENT</u> | <u>2%</u> | <u>\$ 4,900.00</u> |
| <u>PROGRAMMING (BALANCE)</u> | <u>5%</u> | <u>\$12,600.00</u> |
| <u>MASTER PLAN</u> | <u>7%</u> | <u>\$17,500.00</u> |
| <u>SCHEMATIC DESIGN</u> | <u>17%</u> | <u>\$42,000.00</u> |
| <u>DESIGN DEVELOPMENT</u> | <u>17%</u> | <u>\$42,000.00</u> |
| <u>CONSTRUCTION DOCUMENTS</u> | <u>30%</u> | <u>\$73,500.00</u> |
| <u>AGENCY REVIEW/BIDDING</u> | <u>3%</u> | <u>\$ 7,350.00</u> |
| <u>CONSTRUCTION ADMINISTRATION</u> | <u>17%</u> | <u>\$40,250.00</u> |
| <u>CONTRACT CLOSE-OUT</u> | <u>2%</u> | <u>\$ 4,900.00</u> |
| <u>TOTAL</u> | <u>100%</u> | <u>\$245,000.00</u> |

AGENDA ITEM 39

Consider the firm of Ray Gill for architectural services for Schwertner Community Center project.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the firm of Ray Gill for architectural services for Schwertner Community Center project, subject to approval of the contract by County Attorney Gene Taylor.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >



R. GILL

P.O. Box 217 Round Rock, Texas 78680-0217 • rgill@raygilljr.com • Ph 512-255-7852 Fax 512-255-5445

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Williamson County Commissioners Court
710 Main St. Suite 201
Georgetown, TX. 78626

Date: June 20, 2001

Project No.: 2276

Project Name/Location: Community Center at the Southeast corner of the intersection of FM 487 and FM 1105 in Schwertner, TX.

Scope/Intent and Extent of Service: The project is to be 4,000 sq.ft. or less of heated and cooled space. Consisting of toilets large meeting room with another smaller meeting room and kitchen area. Services provided consist of architectural plans and specifications for a the structure and site plan along with the foundation design and coordination of design build services provided by the subcontractors for the Mechanical, Electrical, Plumbing, and septic system. All testing and civil engineering, if needed, will be the responsibility of the County. All printing and miscellaneous expenses will be the paid by the County.

Fee Arrangement: Lump sum fee of \$25,000.00

Retainer Amount: Zero \$0.00.

Special Conditions: Site visits will be invoiced at \$250.00 each during the construction period. It is assumed that a minimum of four visits and maximum of six visits will be made.

Prepared By:
Ray Gill, Jr.
(printed name/title)

The terms and conditions and the initials required on the reverse of this form are a part of this Agreement.

Offered By:

(signature)

Accepted By:

Ray Gill, Jr. / Architect
(printed name/title)

(signature)

(date)

R. Gill & Associates

(printed name/title)

(name of Design Professional firm)

(name of Client)