

AGENDA ITEM 25

Consider approving additional services proposal for Horizon Environmental for Williamson County Regional Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the additional services proposal for Horizon Environmental for Williamson County Regional Park.

Vote: 3 - 0

< Attachment >

Horizon

Corporate
Headquarters:
Austin, TX

Offices:
Beaumont, TX
Houston, TX
Karnes City, TX
Pittsburg, TX
San Antonio, TX
Shreveport, LA
Ann Arbor, MI
Canton, MI

29 April 2002

The Honorable Judge John Doerfler
Williamson County Commissioner's Court
710 Main Street, 2nd Floor
Georgetown, Texas 78626
Via Fax: (512) 328-6172

RE: Proposal for services requested at the 575-acre addition to the Southwest Williamson County Regional Park, Williamson County, Texas.
HJN 000201

Dear Judge Doerfler:

Please accept this letter as Horizon Environmental Services, Inc.'s (Horizon's) proposal to cover the expenses related to a geologic assessment, including appropriate forms, and site geologic map, according to Texas Natural Resource Conservation Commission (TNRCC) Edwards Aquifer Rules (30 TAC 213). Horizon provided a copy of this report in January 2002 that was combined with the Geologic Assessment for the 235-acre tract

TERMS

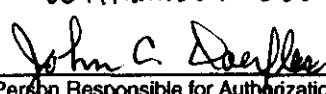
The cost for the geologic assessment (including geologic maps, site location map, geologic stratigraphic column, completed TNRCC geologic assessment forms, and Geologic Assessment Table) is \$8500. Additional services that might be required in the future, which are not proposed herein, include labor-intensive excavation, biological sampling, development of conservation areas, plans for significant features, surveying downgradient or adjacent properties, or coordination with regulatory agencies (e.g., Texas Natural Resource Conservation Commission or US Fish and Wildlife Service). If meetings or additional site visits are needed, these services will be performed on a time-and-materials basis.

If a firm other than Williamson County will be responsible for payment, Horizon requires a 50% deposit or approved Financial Questionnaire for new clients. Horizon will not proceed with additional services without your prior written approval. Proposed costs are valid for 6 months. Contracts must be renegotiated if requested information is not provided within 6 months. If the terms of this agreement are acceptable, please sign below and return one copy of this letter (via fax or mail) as Horizon's notice to proceed.

Sincerely,
For Horizon Environmental Services, Inc.



Kristin Miller
Senior Geologist/Principal I

Williamson County
 5-14-02
Person Responsible for Authorization and Payment Date
Williamson County
Organization
710 Main Suite 201
Billing Address
Georgetown, Texas 78626
City, State Zip
512-943-1550 512-943-1662
Phone # Fax #

**Terms: Payment is due upon receipt of invoice.
Amounts due after 30 days subject to service charge.**

HORIZON ENVIRONMENTAL SERVICES, INC.

000201.expenseletter.c
P.O. Box 162017 • Austin, Texas 78716 • 2600 Dellana Lane, Suite 200 • Austin, Texas 78746
(512) 328-2430 • FAX (512) 328-1804 • <http://www.horizon-esi.com>

AGENDA ITEM 26

Consider approving additional services contract for Raba-Kistner for Williamson County Regional Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the additional services contract for Raba Kistner for Williamson County Regional Park, with an amendment to the wording to change "City of Austin special inspector services" to "City of Round Rock special inspector services" on the first page.

Vote: **3 - 0**

< Attachment >

Engineers, Geologists, Hygienists and Environmental Scientists



PAD02-030-00
April 29, 2002

Raba-Kistner-Brytest Consultants, Inc.
8200 Cameron Rd., Suite C-154
Austin, Texas 78754
(512) 339-1745 • FAX (512) 339-6174
www.rkci.com

Judge John Doerfler
Williamson County Commissioner's Court
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

Re: Construction Materials Testing Services
Williamson County Regional Park Phase 1
Williamson County, Texas

Dear Judge Doerfler:

Raba-Kistner is pleased to submit our unit cost proposal to provide the construction materials observation and testing services on the referenced project.

Our opinion of probable cost is **\$38,574.00**.

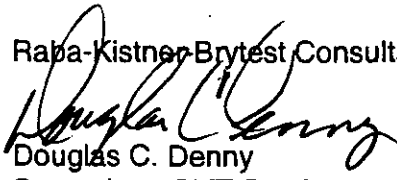
Our scope of work includes the observation and testing of the following construction materials: soils, concrete, asphaltic concrete, structural masonry, drilled piers, reinforcing steel, and structural steel.

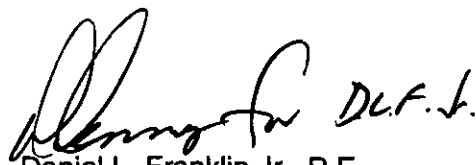
This proposal may serve as Raba-Kistner-Brytest Consultants, Inc.'s work agreement for the above referenced project. Please sign Attachment I, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for Raba-Kistner-Brytest Consultants, Inc. to begin work. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing Raba-Kistner the opportunity to submit our proposal for the construction materials testing and City of Austin "Special Inspector" services. We look forward to working with you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512)339-1745.

Sincerely:

Raba-Kistner-Brytest Consultants, Inc.


Douglas C. Denny
Supervisor, CMT Services


Daniel L. Franklin Jr., P.E.
Vice-President

Attachments: Unit Price Fee Schedule
Scope of Work
Attachment I
Attachment II
Attachment III

UNIT PRICE FEE SCHEDULE CONSTRUCTION MATERIALS TESTING

SOILS:

- | | |
|---|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time, time required for sampling soils, performing in-place nuclear density tests, and site fill observation time. | |
| 2. Moisture/Density Relationship (Proctor) | |
| ASTM D 698: | \$150.00/each |
| TEX 113-E: | \$160.00/each |
| 3. Atterberg Limits Determination - ASTM D 4318: | \$ 50.00/each |
| 4. In-Place Nuclear Density - ASTM D 2922: | \$ 12.00/each |
| 5. Vehicle Travel Charge: | \$ 20.00/round trip |

CONCRETE:

- | | |
|--|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time, sampling concrete for slump test, taking temperature of concrete, and casting concrete cylinders. | |
| 2. Slump Test - ASTM C 143: | \$ 0.00/each |
| 3. Compressive Strength of Concrete Cylinders - ASTM C 39: | \$ 12.00/each |
| 4. Air Content Test - ASTM C 231: | \$ 12.00/each |
| 5. Vehicle Travel Charge: | \$ 20.00/round trip |

CONCRETE REINFORCING:

- | | |
|--|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time and visual observation of concrete reinforcing installation prior to concrete placement. | |
| 2. Vehicle Travel Charge: | \$ 20.00/round trip |

DRILLED PIERS:

- | | |
|---|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time and full time observation of pier drilling operations (one materials technician per drilling rig) including: recording a drilled pier log, verifying bearing material, observe concrete reinforcing, and sample and test pier concrete. | |
| 2. Vehicle Travel Charge: | \$ 20.00/round trip |

Unit Price Fee Schedule
Page Two (2)

MASONRY:

- | | |
|---|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time, sampling mortar/grout and casting test samples | |
| 2. Compressive Strength of Mortar Cubes - ASTM C 109: | \$ 10.00/each |
| 3. Compressive Strength of Grout Prisms - ASTM C 1019: | \$ 15.00/each |
| 4. Air Content Test - ASTM C 231: | \$ 12.00/each |
| 5. Vehicle Travel Charge: | \$ 20.00/round trip |

STRUCTURAL STEEL:

- | | |
|--|---------------------|
| 1. Certified Welding Inspector: | \$ 65.00/hour |
| This includes travel time, visual observation of welds performed on site, non-destructive testing of full penetration welds, and torque testing of high-strength bolted connections. | |
| 2. Vehicle Travel Charge: | \$ 20.00/round trip |

ENGINEERING:

- | | |
|-----------------------|---------------|
| 1. Principal Engineer | \$130.00/hour |
| 2. Project Engineer | \$95.00/hour |

REPORTING/MAILING FEE:

- | | |
|---|-------------------|
| 1. Reporting/Mailing Fee: | 7% of total costs |
| This fee includes the review, typing and mailing of all test report information required for the project. | |

SCOPE OF WORK WILLIAMSON COUNTY REGIONAL PARK

GENERAL:

1. We understand that Williamson County Commissioners Court will require the services of experienced engineering technicians on an on-call basis, as scheduled by you or your representatives. We request twenty four (24) hour notifications to properly schedule our work.
2. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:
Vehicle Travel Charge: \$ 20.00/round trip
Technician Travel Time: 1.50 hour/round trip
3. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
4. Any engineering and/or technical services provided on Saturday, Sunday, holidays, and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.3 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. On-site cancellation outside of the "normal" work hours will result in a four (4) hour minimum labor charge.
5. "Normal" work hours are between 7:00a.m. and 6:00p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after nine (9) continuous hours of service rendered during "normal" work hours.
6. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Travis County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner-Brytest Consultants, Inc.

SOILS:

1. Perform one (1) moisture/density relationship test (ASTM D 698, TEX 113) for each type of subgrade material encountered and each type of borrow material utilized on this project.
2. Perform one (1) Atterberg limits determination for each type of subgrade material encountered and each type of borrow material utilized on this project.
3. Perform one (1) in-place nuclear density test (ASTM D 2922) per 2500 s.f., per eight (8) inch lift of subgrade, structural fill, backfill, and flexible base.

Raba-Kistner

Scope of Work
Page Two (2)

CONCRETE:

1. Sample, cast, cure, and test one (1) set of three (3) concrete compressive strength cylinders for every 100 cubic yards of structural concrete placed. One (1) cylinder will be tested at seven (7) days, two (2) cylinders will be tested at 28 days.
2. Perform one (1) slump test per 100 cubic yards of structural concrete placed.
3. Materials technician monitor structural concrete placements including: review batch tickets, report (not control) water added on site, take concrete temperature, test concrete for slump, and cast concrete cylinders.

STRUCTURAL MASONRY:

1. Sampling, molding, curing, and testing of one (1) set of three (3) grout cylinders and three (3) mortar cubes per 5000 square feet of structural masonry wall erected.

ASPHALTIC CONCRETE:

1. One (1) sample of asphalt for every 500 tons placed; will be tested for each day's placement for extraction, gradation, bitumen content, and stability.
2. One (1) asphalt core shall be taken for every 500 tons of asphaltic concrete placed. Cores shall be used to verify thickness and in-place density for asphalt.

CONCRETE REINFORCING STEEL:

1. Engineering review of concrete reinforcing steel specifications, foundation plan, and concrete reinforcing details.
2. Visual observation of concrete reinforcing steel placement, post tension tendon placement, grade beam trenches, and footings prior to concrete placement.

POST TENSIONING:

1. Engineering review of post tensioning plans and tendon stressing records, prior to cutting of cables.
2. Visual observation of post tension tendon stressing operations and recording of tendon elongation measurements for stressing records

DRILLED PIERS:

1. Full time observation of pier drilling operations (one materials technician per drilling rig) including: recording a drilled pier log, verifying bearing material, observe concrete reinforcing, and sample and test pier concrete.
2. Engineering review of geotechnical report, pier drilling specifications, and foundation plan. As well as have a geotechnical engineer on site during the drilling of the first pier only.

RKBCI Proposal No.: PAD02-030-00
Date: April 29, 2002

**ATTACHMENT NO. I
AUTHORIZATION FORM**

WE HEREBY AUTHORIZE RABA-KISTNER-BRYTEST CONSULTANTS, INC (RKBCI)
TO PERFORM THE FOLLOWING SERVICE(S):

Construction Materials Testing including: Soils testing, concrete testing, asphaltic
concrete testing, concrete reinforcing observation, drilled pier observation, structural
masonry

LOCATION WHERE SERVICES ARE TO BE PERFORMED: _____

Williamson County Regional Park, Williamson County, Texas

OPINION OF PROBABLE COST: UNIT PRICE

RKBCI INVOICES WILL BE SENT TO: _____

Attention: _____

SIGNATURE: John C. Doerfler 5-14-02

PRINTED NAME: John C. Doerfler

COMPANY NAME: Williamson County

COMPANY ADDRESS: 710 Main Suite 201

CITY, STATE, ZIP: Georgetown, Texas 78626

PHONE NO.: 512-943-1550 FAX NO.: 512-943-1662

DATE: 5-14-02

Raba-Kistner

Proposal No. PAD02-030-00
April 29, 2002

ATTACHMENT II

RABA-KISTNER-BRYTEST CONSULTANTS, INC.

STANDARD TERMS AND CONDITIONS

1. Raba-Kistner (R-K) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). R-K will be compensated largely on the basis of the time required in rendering these professional services--not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. R-K makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate do not include removal of any waste or cuttings from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate do not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said materials.

Proposal No. PAD02-030-00
April 29, 2002

7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate do not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. R-K will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services.

In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information.

The report and other instruments of service are prepared for, and made available for the sole use of, the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

12. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.

Proposal No. PAD02-030-00
April 29, 2002

13. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; b) The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

Proposal No.: PAD02-030-00
Date: April 29, 2002

**ATTACHMENT NO. III
REPORT DISTRIBUTION LIST**

Please provide RKBCI with project distribution for our submittal of reports on this project.

Client: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Architect: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Engineer: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Contractor: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Other: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Please return this Attachment via fax or mail with signed Authorization Form

AGENDA ITEM 27

Consider approving additional services contract for Moman Architects for design of administration building at Williamson County Regional Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the additional services contract for Moman Architects for design of the administration building at Williamson County Regional Park.

Vote: **3 - 0**

< Attachment >

Contract No. _____

Checklist ARCHITECTURAL CONTRACT

Prior to Initiation of Work

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

Course of Work

- Q Original ARCHITECTURAL Work Product submittal
- Q A Completed@ ARCHITECTURAL Work Product
- Q An Accepted@ ARCHITECTURAL Work Product
- Q Modifications and/or Changes for Approval of ARCHITECTURAL Work Product
- Q An Approved@ ARCHITECTURAL Work Product

Contract No. _____

- o Revisions to Work Product
- o Seal of Endorsement on all ARCHITECTURAL Work Product
- o Data necessary for applications or documentation for permits and/or grants to be provided by ARCHITECT to County

Notices (as applicable)

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

Documentation for Payment

- o Internal Revenue Form W-9
- o Invoice for Services Rendered
 - o Supporting Documentation
 - o Report of Completion Percentage
- o Invoice for Reimbursables
 - o Proof of prior payment by ARCHITECT of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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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 Moman Architects, Inc. (*the "ARCHITECT"*).

WHEREAS, *County* proposes to construct an Administrative Office;

WHEREAS, *County* desires to obtain professional services for Architectural Design (*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 *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.

Contract No. _____

3 of 39 Pages

- 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. 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 Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (English units)
 - 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~~
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for

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- 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, *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.

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Section III
Fee schedule

- 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 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 300 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.

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- 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 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.

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- 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 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

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- 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 *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 ARCHITECTs 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.

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- 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.
- 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

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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 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

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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. **The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the COUNTY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Architect's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or any for whom the Architect is legally liable.**

County agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability of cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the counties negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the County is legally liable, and arising from the project that is the subject of this Agreement.

The Architect is not obligated to indemnify the County in any manner whatsoever for the County's own negligence.

- 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.

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- G. *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 *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

C. 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.

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- B. 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.
- C. *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*.

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

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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.

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:

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- (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, addressed to the proper party, at the following address:

ARCHITECT:

Moman Architects, Inc.
309 W. Main Street, Suite 120
Round Rock, TX 78664

COUNTY:

Williamson County (or successor)
710 Main Street
Georgetown, TX 78626

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with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney
405 MLK Blvd., Box 4
Georgetown, TX 78626
Attn: File No.

- 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.
- 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

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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

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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 *ARCHITECT* is a Registered Architect #11013, 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.

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EXECUTED this 14th day of May, 2002.

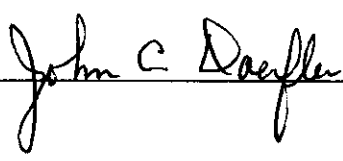
THE ARCHITECT:

BY: 

Printed Name: John S. Moman, AIA

Title: President

WILLIAMSON COUNTY:

BY:  5-14-02

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 not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of Twenty nine thousand five hundred dollars \$29,500.00.
- 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.

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

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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. 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

- 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 \$40,000.00, 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

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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 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.
- 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. _____

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 Moman Architects, Inc. (*the "ARCHITECT"*).

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

Schematic Design Phase	\$2,950.00	10%
Design Development Phase	\$4,425.00	15%
Construction Documents Phase	\$16,225.00	55%
Bidding/Negotiation Phase	\$1,475.00	5%
Construction Phase	<u>\$4,425.00</u>	15%
TOTAL	\$29,500.00	

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$29,500.00.

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 March 10th, 2003, 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 (cont.)

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

ARCHITECT:
Moman Architects, Inc
By: John S. Moman
Signature

John S. Moman
Printed Name

President
Title

5/14/02
Date

COUNTY:
Williamson County, Texas
By: John C. Doerfler
Signature

John C. Doerfler
Printed Name

County Judge
Title

5-14-02
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.....\$115.00
- 2. Graduate ARCHITECT.....\$65.00
- 3. Technician.....\$42.50
- 4. Secretary/Clerical.....\$40.00
- 5. Expert Witness Testimony.....\$250.00

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EXHIBIT IIICOMPENSATION 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.

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EXHIBIT IVPRODUCTION 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. *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.

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EXHIBIT VPROCEDURES 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

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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 *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.

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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.

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C. EXHIBIT VIEQUAL 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.
- 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,

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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.

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EXHIBIT VIIINSURANCE REQUIREMENTS

During the life of this Agreement, *ARCHITECT* 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 \$1,000,000.00 per occurrence and \$2,000,000.00 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 \$1,000,000.00 per occurrence and \$1,000,000.00 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 \$1,000,000.00.
- 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

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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 ASCOPE 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 scope of services for this project includes design services of the administrative building consisting of approximately 1700 SF with two offices, a retail area, toilet facilities (with showers) and 500 SF of storage, which could be expanded in the future of 2700 SF with an observation deck.

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USI INSURANCE AUSTIN

PAGE 01

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
05/10/02**PRODUCER**
JSI Insurance Services of TX
1946 South IH-35, Suite 301
Austin, TX 78704
512 443-0878

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**INSURED**
Moman Architects, Inc.
309 W Main St. Suite 120
Round Rock, TX 78664INSURER A: Hartford Lloyds Insurance Company
INSURER B: Hartford Casualty Insurance Company
INSURER C: Security Ins. Co. of Hartford
INSURER D:
INSURER E:**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	61SBANM5902	07/24/01	07/24/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61SBANM5902	07/24/01	07/24/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	61WECDZ6385	12/20/01	12/20/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
OTHER Professional Liability	SAE0115487	12/04/01	12/04/02	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONSProject Reference: Williamson County Regional Park- Administrative Office
Except in the event of nonpayment of premium
Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.**CERTIFICATE HOLDER****ADDITIONAL INSURED/INSURER LETTER****CANCELLATION**Williamson County, Texas
710 Main Street
Georgetown, TX 78626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James E. Ammerman

AGENDA ITEM 28

Consider appointing Construction Manager for East Williamson County Park.

Ed Lee stated that the selection committee had reviewed and evaluated the proposals that were submitted for the project. Mr. Lee stated that the selection committee consisted of the following members:

Ed Lee	Frankie Limmer	Bob Space
Ginny Atkinson	Joe Latteo	Gilbert Gallegos

Judge Doerfler also attended two of the committee meetings.

Proposals were received from the following:

Best Construction Services, Inc., Salado
Brath, Inc., Round Rock
Martin K. Eby Construction Co., Inc., Austin
FTWOODS Construction, Georgetown
Haws & Tingle General Contractors, Inc., Fort Worth
Workman Corporation, Austin
Wurzel Construction Corp., Austin

Moved: **Judge Doerfler**

Motion: To appoint FTWOODS as construction manager for the East Williamson County Special Events Center.

Judge Doerfler withdrew his motion.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To accept selection committee's recommendation and to appoint FTWOODS as construction manager for the East Williamson County Special Events Center, and to request a presentation on the status of the East Williamson County facility, with the scope of the project to be determined and the contract to be negotiated.

Vote: **3 - 0**

< Attachment >