

**AGENDA ITEM 32**

Review 2002 - 2003 budget to date and provide direction for 2003 - 2004 budget.

**Judge Doerfler** stated that he would like to put this on next week's agenda so that **Commissioner Hays** and **Commissioner Heiligenstein** will be in attendance. David Flores addressed the court with a preliminary financial report.

**AGENDA ITEM 33**

Consider authorizing advertising and setting the date of April 2, 2003 at 2:00 p.m. in the Commissioners' Courtroom to receive bids for Chandler Road Extension - Phase 1.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize advertising and setting the date of April 2, 2003 at 2:00 p.m. in the Commissioners' Courtroom to receive bids for Chandler Road Extension - Phase 1.

Vote: 3 - 0

**AGENDA ITEM 34**

Consider authorizing advertising and setting the date of March 26, 2003 at 2:00 p.m. in the Commissioners' Courtroom to receive bids for CR 300 improvements.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize advertising and setting the date of March 26, 2003 at 2:00 p.m. in the Commissioners' Courtroom to receive bids for CR 300 improvements.

Vote: 3 - 0

**AGENDA ITEM 35**

Consider authorizing advertising and setting date of March 27, 2003 at 2:00 p.m. in the Auditors Office to receive RFP's for payroll software implementation services.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize advertising and setting the date of March 27, 2003 at 2:00 p.m. in the Auditors Office to receive RFP's for payroll software implementation services.

Vote: 3 - 0

**AGENDA ITEM 36**

Consider approving architectural services contract providing for the preparation of "Preliminary Documents" for the conversion of the House of Hatten warehouse into office space.

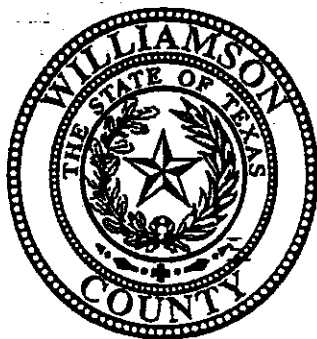
Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve architectural services contract providing for the preparation of "Preliminary Documents" for the conversion of the House of Hatten warehouse into office space.

Vote: 3 - 0

< Attachment >



**WILLIAMSON COUNTY AUDITOR'S  
OFFICE**

**PURCHASING DEPARTMENT  
710 MAIN STREET - SUITE 303  
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

**Architectural Services Contract**

AGREEMENT, made ~~February~~ <sup>March</sup> 4, 2003, between Williamson County (hereinafter called the "Owner") and Eleven Thirteen Architects Inc. (hereinafter called "Architect").

WHEREAS, the Owner desires to adapt structure known as "House of Hatten" warehouse into office space (hereinafter called the "Project"); and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

**ARTICLE 1**

**General Obligation of Architect**

The Architect shall render, diligently and competently in accordance with the normal standards used in the profession, all architectural services which shall be necessary or advisable for the expeditious, economical and sound design, construction and satisfactory completion of the Project. The enumeration of specific duties and obligations performed by the Architect hereunder shall not be construed to limit the general undertakings of the Architect. The obligations of the Architect hereunder run to and are for the benefit of only the Owner.

**ARTICLE 2**

**Architect Duties**

**WORK.** The Architect shall prepare: 1) Programming space needs for Williamson County departments including Elections, JP court, Constable, Information Technology and Warehouse; 2) Site schematic including public entrance and parking, research with civil engineer of record the size of the existing water retention ponds; 3) Floor plan schematic; 4) Building alterations Schematic (addressing ADA, courtyard, entry); 5) Preliminary Cost estimate for construction, furniture (if required) and professional fees; 6) Following the provision of a topography survey, research availability of plan through the City of Georgetown Development Services (all of the foregoing hereinafter collectively called the "Preliminary Documents").

Architect excludes the services of Consulting Engineers.

**SUBMIT WORK.** Not later than 60 days after the date of the execution of this agreement Architect shall submit the Preliminary Documents to the Owner for approval. Any changes in the Preliminary Documents required as a condition of approval shall be promptly made by the Architect.

**COMPLIANCE WITH LAWS.** The Architect shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Agreement.

### ARTICLE 3 Owner Duties

**INFORMATION.** The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the work and the Architect shall be entitled to rely on the accuracy and completeness thereof.

**ADMINISTRATOR.** The Owner shall designate an Administrator authorized to act on the Owner's behalf with respect to the project. The Owner or such authorized Administrator shall render decisions in a timely manner pertaining to documents submitted by the Architect.

**TOPOGRAPHY.** Owner agrees to provide Architect with a topography survey only after Architect has made a reasonable effort to obtain one.

**COMPENSATION.** Owner agrees to pay Architect thirty three thousand five hundred dollars (\$33,500.00) for the satisfactory completion of the services performed hereunder.

### ARTICLE 4 Miscellaneous

**OWNER TERMINATION.** The Owner may at any time terminate this agreement by giving notice to the Architect in writing to that effect, delivered and mailed to the Architect's last known address not less than ten (10) days prior to the effective date of termination specified in the notice. From and after the effective date of termination specified in such notice, this agreement shall be terminated, provided, however, that the Architect shall be entitled to receive compensation for services theretofore rendered pursuant to this Agreement.

**ARCHITECT TERMINATION.** The Architect shall have the right, by giving the Owner not less than ten (10) days notice in writing, to terminate this agreement if the Architect shall have been prevented by conditions beyond the control and without the fault of the Architect (a) from commencing performance of this agreement for a period of 90 days from the date of this agreement, or (b) from preceding with the completion of full performance of any remaining services required of the architect pursuant to this Agreement for a period of 120 days from the date of last performance by the Architect of

other services required pursuant to this Agreement. From and after the effective date specified in such notice this Agreement shall be terminated, except that the Architect shall be entitled to receive compensation for services performed hereunder.

Upon completion of the Project or termination of this Agreement, the Architect shall be obligated forthwith to deliver to the Owner all Preliminary Documents and other material including all records pertaining thereto.

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

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas.

**BINDING EFFECT.** The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

**AMENDMENT.** This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

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

**REIMBURSABLE EXPENSES.** Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

1. fees paid for securing approval of authorities having jurisdiction over the Project;
2. reproductions;
3. postage and handling of documents;
4. renderings and models requested by the Owner;
5. expenses of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants

Reimbursable expenses for items 2 and 3 above are not to exceed \$500.00. All other items require the prior approval of the Owner. Architect agrees to submit detailed invoices and or receipts with the request for reimbursable expenses.

**INVOICES.** Payment shall be made by check from the County upon satisfactory completion and acceptance of services and submission of the invoice to the ordering department for work specified by this Agreement. All payments owed will be paid no later than thirty (30) days after the goods or services are received or the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

1. Name, address and telephone number of Architect and similar information in the event the payment is to be made to a different address;
2. County contract, Purchase Order and/or delivery number;
3. Identification of items or service as outlined in the Agreement;
4. Quantity or quantities, applicable unit prices, total prices and total amounts;
5. Any additional payment information which may be called for in the Agreement

**DISPUTES.** In the event of any dispute related to this agreement, the parties agree to submit the dispute to final and binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable rules of arbitration.

**INSURANCE.** The Architect shall take out and maintain throughout the period of this Agreement insurance of the following types and minimum amounts:

- (a) Errors and Omissions (Professional Liability) Insurance in an amount at least as large as the maximum compensation specified in this Agreement, but not less than \$250,000.00.

The Owner shall have the right at any time to require Errors and Omissions insurance greater than that required in subsection "a" of this section. In any such event, the

additional premium or premiums payable solely as the result of such additional insurance shall be added to the total compensation to be paid under this Agreement.

The Owner shall be named as Additional Insured on all policies required by this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Architect shall furnish the Owner a certificate evidencing compliance with the foregoing requirements within 10 days of the execution of this Agreement and shall provide not less than thirty (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

**QUALIFIED PERSONS.** Persons qualified to perform such duties properly and efficiently shall perform the obligations and duties to be performed by the Architect under this Agreement. The Architect, if Owner shall so direct, shall replace any person employed by the Architect in connection with the Project.

For the information of the Owner and the Administrator, the Architect shall, upon request, file with the Owner and the Administrator, on forms approved by the Administrator, statements of the qualifications, including specific experience of each person assigned to the Project and the duties assigned to each and certifications of insurance coverage.

**ASSIGNMENT.** The obligations of the Architect under this agreement shall not be assigned without the approval in writing of the Owner.

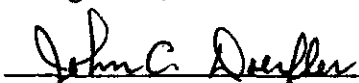
**LICENSE.** It is hereby warranted that the Architect possesses license number 152-00 issued by the State of Texas on the        day of       .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested by their duly authorized representatives all as of the date approved by the Commissioners Court of Williamson County.



Karalei Nunn, Partner  
1113 Architects Inc.  
110 W. 8th St.  
Georgetown, TX 78626

02-20-03  
date



Hon. John Doerfler, County Judge/  
for the Williamson County Commissioners Court  
710 Main Street  
Suite 201  
Georgetown, TX 78626

3-4-03  
date

**AGENDA ITEM 37**

Consider authorizing disposal of 83 old mattresses at the Williamson County Jail.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize the disposal of 83 old mattresses at the Williamson County Jail.

Vote: **3 - 0**

**AGENDA ITEM 38**

Consider awarding bids received for Georgetown Inner Loop Extension, to Chasco Construction Co.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To award bid received for Georgetown Inner Loop Extension to Chasco Construction Co. in the amount \$2,977,707.00.

Vote: **3 - 0**

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