

AGENDA ITEM 34

Consider approving precinct boundary change between Commissioner Pct. 1 and 3 for purposes of maintaining Brushy Creek MUD as early voting location.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve precinct boundary change between Commissioner Pct. 1 and 3 for purposes of maintaining Brushy Creek MUD as early voting location.

Vote: **5 - 0**

AGENDA ITEM 35

Consider approving architectural contract for Taylor Health Clinic renovation.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve architectural contract with Moman Architects Inc. for Taylor Health Clinic renovation.

Vote: **5 - 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 this 22nd day of July, 2003, between Williamson County (hereinafter called the "Owner") and Moman Architects Inc. (hereinafter called "Architect").

WHEREAS, the Owner desires to renovate and adapt the structure known as the "Taylor Health Clinic" (hereinafter called the "Project");

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

ARTICLE 1

SCOPE. The project scope assumes design services to renovate the building in 2 phases. The initial phase will encompass approximately 4,000 square feet (Phase 1) of the 6,000 square feet in the building. The Owner's budget for this option is \$150,000.00. Architect estimates the probable cost for Phase 1 is \$167,000.00 or \$42/square foot. The existing mechanical system has been evaluated and Aspen Air is recommending a complete replacement for approximately \$15,000.00, excluding electrical and gas connections, roof work and structural modifications to carry equipment loads. The remaining 2,000 square feet (Phase 2) will be started upon completion of Phase 1. An anticipated estimate of probable construction cost for Phase 2 is \$100,000.00 or \$50/square foot. The total of both phases is estimated to be \$267,000.00, which is excluding electrical and gas connections, roof work and structural modifications to the building.

ARTICLE 2

Architect Duties

GENERAL OBLIGATION. 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.

ENGINEERS. The Architect shall, at the Architect's expense, retain a Civil Engineer, Structural Engineer and a Mechanical/Electrical/Plumbing Engineer.

ADMINISTRATION/MANAGEMENT. The Architect shall manage the Architect's services and administer the project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

UPDATES. The Architect shall prepare and periodically update a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial completion of the Work.

VALUE. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project

PRESENTATION. Upon request of the Owner, the Architect shall make presentations to explain the design of the Project to representatives of the Owner.

DESIGN DOCUMENTS SUBMISSION. The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner.

ASSIST THE OWNER. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

COST OF THE WORK. The Architect shall prepare a preliminary estimate of the Cost of the Work. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of Work indicated by changes in Project requirements or general market conditions. If any time the Architect's estimate of the Cost of Work exceeds the Owner's budget, the architect shall make appropriate recommendations to the Owner.

SCHEMATIC DESIGN DOCUMENTS. The Architect shall provide Schematic Design Documents based on the mutually agreed upon program schedule and budget for the Cost of Work. The Schematic Design Documents include but are not limited to a conceptual design of the Project, conceptual site plan, preliminary building plans, sections and elevations.

DESIGN DEVELOPMENT DOCUMENTS. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for Cost of Work. The Design Development Documents include but are not limited to plans, sections, elevations, typical construction details, equipment layouts and specifications.

CONSTRUCTION DOCUMENTS. The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for Cost of Work. The Construction Documents include but are not limited to drawings and specifications that establish in detail the quality levels of materials and systems required for the Project.

SITE VISITS. The Architect shall visit the site at regular intervals (at least one visit every 2 weeks not to exceed 6 site visits) and or at times otherwise designated by the Owner to determine if work is being performed in accordance with the Construction Documents. The Architect shall report any deviations from the Contract Documents to the Owner.

INSPECTION/CERTIFICATION. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, written warranties and related documents required by the Contract Documents and assembled by the Contractor and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Inspection shall be conducted with the Owner's designated representative or the named contract administrator. The Architect shall obtain and forward to the Owner: 1) consent of surety or sureties, if any to reduction in or partial release of retainage or the making of final payment and 2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

CERTIFICATES FOR PAYMENTS. The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payments in such amounts. The architect's certification for payment shall constitute a representation to the Owner that based on the Architect's evaluation of the Work and on data comprising the Contractor's Application for Payment, the Work has progressed to the point indicated and that, to the best of the architect's knowledge, the quality of the work is in accordance with the Contract.

CONTRACTOR'S SUBMITTALS. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals of Shop Drawings, Product Data and samples using reasonable promptness so as to not cause delay in the Work or in the activities of the Owner. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor.

CHANGES IN THE WORK. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

The Architect shall review requests by the Owner or Contractor for changes in the Work. If the Architect determines, based upon the request and sufficient supporting documentation, that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for minor change in the Work or recommend to the Owner that the requested change be denied. If the Architect determines, based upon the request and sufficient supporting documentation, that the requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. The Architect shall estimate the cost of any such change and with the Owner's approval, incorporate the additional costs into a Change Order. The Architect shall maintain sufficient records relative to changes in the work.

CITY OF TAYLOR. The Architect shall meet with the City of Taylor to "prelim" the schematic plans prior to executing the Contract Documents.

TAS REVIEW. The Architect shall submit plans for Texas Accessibility Standards (TAS) review, which is a requirement of a federal law to comply with ADA.

COLOR SELECTION. The Architect shall provide color selection of the finishes shown on the contract documents.

BUILDING PERMITS. The Architect shall not be responsible for any building permit applications. These services are available on an as needed basis (if requested in writing) and will be billed hourly per the attached Hourly Rate Schedule (Exhibit A).

FURNITURE SERVICES. The Architect shall not be responsible for furniture services. These services are available on an as needed basis (if requested in writing) and a proposal for such services can be provided if requested by the Owner.

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. The Administrator for this project is Joe Latteo, Facilities Director for Williamson County.

BUDGET. The Owner shall establish a budget that meets the project requirements and periodically update the budget, including that portion allocated for the cost of the work.

HAZMAT REPORTS. The Owner shall provide a copy of an environmental, hazardous materials report to the Architect for the building permit application

EMPLOY CONTRACTOR. The Owner shall provide and employ a contractor to perform the construction work.

PROJECT SERVICES. The Owner shall provide, for the benefit of the project, all legal, accounting and insurance counseling services.

FEES. The Owner shall provide the fees for permitting and construction and the fees for TAS review and inspection.

COMPENSATION. Owner agrees to pay Architect a total of Twenty-nine Thousand Dollars (\$29,000.00) which consists of Twenty Thousand Two Hundred (\$20,200.00) for Architectural Services and Eight Thousand Eight Hundred (\$8,800.00) for MEP Consultation for the satisfactory completion of the services performed hereunder. For services not listed above, with prior written approval, the Owner will be billed pursuant to the attached Hourly Rate Schedule (Exhibit A).

ARTICLE 4

Miscellaneous

TERM. Not later than one (1) calendar year after the date of the execution of this agreement, Architect shall submit the Work described in this Agreement to the Owner for approval.

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.

CHANGE IN ARCHITECT'S SERVICES. Change in services of the Architect may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed upon in writing. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services and obtain written approval. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation in accordance with the attached Hourly Rate Schedule (Exhibit A).

EXHIBITS AND ATTACHMENTS. All of the Exhibits and Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

ENTITY STATUS. The signature below certifies that Architect is a corporation, partnership, sole proprietorship or other legal entity duly authorized to transact and do business in the State of Texas.

OMISSION. It is the intent of this Agreement to renovate and adapt the structure known as the "Taylor Health Clinic". Any services that have been omitted which are clearly necessary for the completion of this Agreement shall be considered a requirement although not directly specified or called for in this agreement.

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.

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 this project are not to exceed \$3000.00. 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

DAMAGES FOR DELAY. Architect agrees that Owner will be entitled to damages for each day beyond the required dates of completion of services under this agreement. Due to the impracticality and difficulty associated with ascertaining what the Owners damages would be in such a case, Architect agrees that the sum of contract amount x .005 per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed shall be retained by Owner from any amounts due Architect for every day that Architect remains in non-compliance with the requirements of this Agreement.

DISPUTES. In the event of any dispute related to this agreement, the decision of the Williamson County Judge shall be final and binding on the Architect, subject to any civil remedy or determination otherwise available to the Architect.

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 One million dollars (\$1,000,000.00).

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.


INDEMNIFICATION. The Architect agrees to indemnify and hold harmless and defend the Owner and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.

INDEPENDENT CONTRACTOR. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Architect, his employees and any person acting on behalf of the Architect shall be deemed to be an independent contractor during the term of this Contract.


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 11013 issued by the State of Texas.

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.


John S. Moman, Owner & Principal
Moman Architects, Inc.
309 W. Main Street, Suite 120
Round Rock, TX 78664

6/2/03
date


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

7-22-03
date

EXHIBIT A**Moman Architects, Inc.
2003
Hourly Rate Schedule**

Principal	\$117.00
Project Manager	\$70.00
Job Captain	\$60.00
CADD/Tech.	\$47.50
Administrative/Clerical	\$45.00

Note 1: Hourly rates include office overhead, employee salary & benefits and company profits.

Note 2: Hourly rates are applicable from January 1st to December 31, 2003.

AGENDA ITEM 36

Consider approving interlocal agreement with Round Rock I.S.D. for one additional school resource officer for next school year.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with Round Rock I.S.D. for one additional school resource officer for next school year.

Vote: 5 - 0

< Attachment >

Williamson County
Georgetown, Texas

Kurt Showalter
Financial Manager – Sheriff's Department



Date: July 15, 2003

To: Judge John Doerfler

From: Kurt Showalter

Re: Interlocal Agreement for School Resource Officer

CC: Julie Kiley

Please find attached the Interlocal Agreement between the Round Rock Independent School District and Williamson County for Commissioner's Court approval. This new interlocal agreement provides for the addition of one school resource officer that was previously provided by grant funds.

Additionally, please find attached the calculation for the budgetary requirements if this agreement is approved. Although the county will only be responsible for 25% of the total cost of this officer, the total salary and associated fringe benefits will need to be budgeted as Round Rock Independent School District reimburses their costs.

Thank you for your help with this matter. Let me know if you require any additional information.