

AGENDA ITEM 24

Discuss and take appropriate action on fee proposal for construction and bid documents for bleachers for the East Williamson County Park.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To set the bid date on fee proposal for construction and bid documents for bleachers for the East Williamson County Park as February 5, 2004, at 2:00 P.M. in the Auditor's Office.

Vote: **3 - 0**

< Attachment >

FEE PROPOSAL

FOR

**WILLIAMSON COUNTY
Bleachers for Arena
Taylor, Texas**

SUBMITTED December 10, 2003

CLIENT: Frankie Limmer
Commissioner Precinct 1
Williamson County
412 Vance, Suite 213
Taylor, Texas 76574

I. DESCRIPTION OF SERVICES

- 1.1 Spencer Godfrey Architects (Architect) will provide Architectural Services related to the above referenced project. The design will be based upon Client provided project requirements. The scope of services provided under the "Base Fee" will include the following:
- Preparation of Construction and Bid Documents for bleachers for the Eastern Williamson County Event Center.
 - Attend meetings required for proper implementation of the work.

II CLIENT REQUIREMENTS

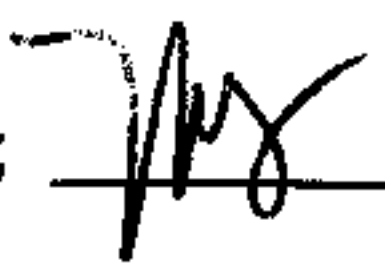
- 2.1 The Client, to the best of their abilities, will provide the Architect with a full accounting of the project requirements.
- 2.2 Provide Client directives, reviews, and responses as necessary in a timely manner to avoid disruption of the Project Schedule.

III EXCLUSIONS

- 3.1 Costs associated with building permit/plan review fees are not included.
- 3.2 Costs associated with TDLR/ADA review fees are not included.

IV ARCHITECT/CLIENT MEETINGS

- 4.1 The Architect's fee includes time related to meetings with the Client as necessary for the proper preparation, and discussion, of the scope of work described herein. Such meetings will be for the purpose of information sharing and presentation of the progress of the Architect's work.

INITIAL: _____ (CLIENT);  (ARCHITECT)

V PROPOSED FEE - "BASE FEE"

- 5.1 The Total Fee proposed for the basic services described in this agreement shall be: **ONE THOUSAND EIGHT HUNDRED AND 00/100'S DOLLARS (\$1,800.00).**

VI PAYMENTS

- 6.1 Progress invoicing will occur as work continues. Invoicing will be forwarded to the Client for approval and payment on a twice-monthly basis, or as individual phases are completed.
- 6.2 Invoices are due and payable within **THIRTY** days from the date of receipt by the Client.
- 6.3 Amounts due and unpaid thirty days from the date of the invoice may be subject to late payment interest charges equal to one percent (1%) per month.

VII DOCUMENTS

- 7.1 As work progresses and periodic meetings are held with the Client, the Architect will provide one copy of progress documents for client retention. Additionally, one copy of final documents will be provided. Additional copies of progress or final documents will be provided as requested by the Client and charged as a reimbursable expense.
- 7.2 One copy of the final contract documents will be provided at the completion of the Architect's work under the terms of this agreement.

VIII REIMBURSABLE EXPENSES

- 8.1 Additional blueline copies requested by the Client in excess of the singular client copies provided as part of this agreement will be charged at the rate of **ZERO AND 15/100'S DOLLARS (\$0.15)** per square foot of paper. Similarly, electrostatic copies will be charged at the rate of **ZERO AND 15/100'S DOLLARS (\$0.15)** per copied side of each 8-1/2 x 11 inch sheet.

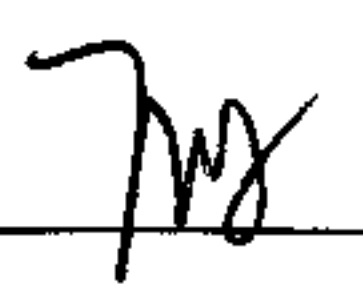
IX ADDITIONAL SERVICES

- 9.1 Texas Accessibility Standards review/coordination will be billed at the rate of **\$250.00** plus TAS state fee.
- 9.2 Additional services of the Architect are those services, which may be requested by the Client, which are outside of the scope of the services stipulated in this agreement. Hourly rates for additional services are as follows:

FIRM PRINCIPAL	\$120.00/HOUR
PROJECT ARCHITECT	\$100.00/HOUR
INTERN ARCHITECT	\$ 85.00/HOUR
DRAFTSPERSON	\$ 65.00/HOUR
CLERICAL	\$ 55.00/HOUR

X OWNERSHIP AND USE OF THE ARCHITECT'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- 10.1 The documents prepared under the terms of this agreement are instruments of the Architect's service and as such shall and will remain the property of the Architect. The Client will have the right to obtain copies of these documents.

INITIAL: _____ (CLIENT);  (ARCHITECT)

XI LIMITATION OF LIABILITY

- 11.1 Because of the shared responsibilities between the various parties to this agreement, and in recognition thereof, the Architect's professional liability for errors and omissions shall be limited to the coverage of our Professional Liability Insurance (\$500,000).

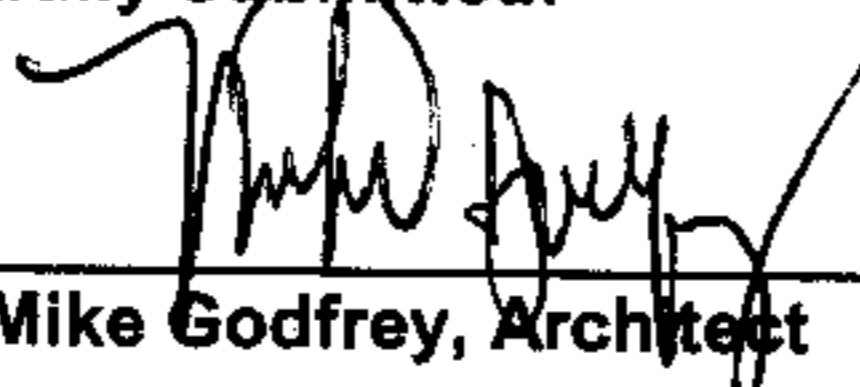
XII TERMINATION/ELECTION TO DISCONTINUE

- 12.1 The Client shall have the express right to terminate this agreement at any time upon written notice forwarded to the Architect. In the event of such termination, the Client's obligation to the Architect will be limited to payment for any and all services rendered up to and including the date the Architect receives the termination notice.
- 12.2 The Architect may terminate this agreement at any time upon written notice forwarded to the Client. The Architect may not terminate the agreement unless all professional services, as described herein, for which the client has rendered payment have been completed.

XIII SUBMISSION OF OFFER

- 13.1 This agreement constitutes a legal and binding contract regarding Client and Architect responsibilities and fee compensation to the Architect for services rendered. The Architect will commence work upon receipt of an executed copy of this agreement and initial payment. AIA B141 Formal Agreement Between Owner and Architect will be forwarded for signatures upon acceptance of this agreement.
- 13.2 The Architect may withdraw this proposal after thirty days if the Client fails to execute.

Respectfully Submitted:


 Mike Godfrey, Architect

12/10/03
 Date

XIV ACCEPTANCE

- 14.1 I am in agreement with the terms and conditions outlined herein and hereby authorize the Architect to commence work.

Signature: Williamson County
John C. Dwyer Date: 12-16-03
 (Printed Name: John C. Dwyer) Title: County Judge

NOTE: "The Texas Board of Architectural Examiners, P. O. Box 2337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a."

INITIAL: _____ (CLIENT); JM (ARCHITECT)