

## AGREEMENT FOR ARCHITECTURAL SERVICES

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

THIS AGREEMENT is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and KA Hickman D/B/A KA Hickman Architects and Interior Designers, a sole proprietorship, hereinafter "Architect".

### RECITALS

The County intends to construct and renovate the Offices of the Williamson County Tax Assessor/Collector located at 904, 905 & 909 Austin Avenue, Georgetown Texas (the "Project"). The County desires that the Architect perform certain professional architectural services in connection with the Project; and

The Architect represents that it is qualified and desires to perform such services;

**NOW, THEREFORE**, the County and the Architect, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

### TERMS

#### SECTION I

#### SCOPE OF AGREEMENT

The Architect agrees to perform professional architectural services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the Architect compensation as stated in the sections to follow.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the County's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect or County.

The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

The Architect's Basic Services consist of those described in Section II as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

## SECTION II

### CHARACTER AND EXTENT OF SERVICES

The Architect shall render the following "Basic Services" in connection with the Project:

#### A. Assessment Phase

To prepare a technical analysis of the currently occupied facility and the recently purchased adjacent facilities (to be incorporated into the future Tax Assessor/Collector Offices for Williamson County operations).

[Note: A Report of Property Condition Survey prepared by Baer Engineering and Environmental Consulting, Inc. for all facilities has been received and evaluated for usefulness while preparing the scope of work.]

##### 1. Initial Work

- a. Coordinate consultants;
- b. Code Research;
- c. Field verify all Building's (existing partitions, doors, millwork, plumbing, lighting, electrical and special architectural details);
- d. Create AutoCAD files;
- e. Area calculations will be provided for each suite and common areas. Area building tabulations will be based on BOMA measuring method.

##### 2. Mechanical, Electrical & Plumbing

- a. Heating and Cooling Load Analysis;
- b. Electrical Load Analysis
- c. Comfort and Electrical Distribution Deficiencies
- d. Primary Utility Service Analysis
- e. Equipment Condition
- f. System Suitability for Future Service
- g. Mechanical/Plumbing ADA Issues
- h. Indoor Air Quality Analysis

##### 3. Roofing

- a. Initial Review And Roof Examination
  - (1). Review plans, and other documents related to roof, as provided by Client.
  - (2). Interview Owner personnel regarding roof condition, roof history, and current leakage.
  - (3). Visit Site and examine visible roof components, note, and photograph.

- (4). Water-testing or moisture survey.
- b. Evaluation/Report of Finding to Include:
  - (1). General description of condition of roof and flashings.
  - (2). Listing of visible deficiencies and Consultant's comments.
  - (3). Recommendations.
  - (4). Estimated probable cost to accomplish repair or replacement.
  - (5). Photographs.
- c. Survey does **not** include:
  - (1). Wind uplift, or fire resistance testing, or analysis.
- 4. Structural
  - a. Initial Review

**B. Programming Phase:**

**1. Scope of Work & Assumptions:**

- a. Make all necessary inquiries to facilitate the required collection of information to prepare a complete, accurately assessed and designed project.
- b. The Programming Phase is based on a \$6,000,000.00 ultimate build-out (based on today's dollars) over the next ten years.
- c. Take input from the workshops and design committee to develop a prioritized set of goals and objectives for the future of the county tax assessor/collector offices. Specifically accomplished by conducting (3) three planning and design workshops with client-identified participants to determine specific goals for the tax assessor/collector office.
- d. Summarize the work accomplished and the conclusions drawn from the workshops in a presentation notebook of facility design guidelines to be used as a basis for changes to the tax assessor/collectors office for a twenty (20) year plan.
- e. Workshop Overview
  - Session 1: Introductory Session
  - Session 2: Topic-based Workshops
  - Session 3: Summary Workshops
- f. Attend Programming Workshops to establish primary Department needs (including current and 20 year growth projections), adjacencies, furniture system needs and cost analysis, special equipment, IT, and audio/visual needs.
- g. Attend follow up meetings to compile information gathered during Workshops.
- h. Collaborate and assist as needed in development of Master Plan documentation.

C. Schematic Design Phase

1. Attend preliminary conferences with the County regarding the Project, including preparation and distribution of meeting notes to all concerned parties.
2. The Architect shall review the program furnished by the County to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the County.
3. The Architect shall provide a preliminary evaluation of the County's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in RESPONSIBILITY FOR CONSTRUCTION COST.
4. The Architect shall review with the County alternative approaches to design and construction of the Project.
  - a. The parties acknowledge that County reserves the right to request that Architect provide design services for the space adjoining the Offices of the Williamson County Tax Assessor/Collector, which is currently occupied by Carquest Auto Parts. In the event County wishes to receive such services, the parties shall execute an amendment to this Agreement that sets out the terms of the parties' agreement relating to such services and the compensation that shall be paid to Architect.
5. Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the County, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
6. The Architect shall submit to the County a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.
7. Visit the Project site to assess the impact of utility availability to the site (water, sewer, electrical power and telephone).
8. When necessary, field verify existing conditions, improvements and utilities for continuity or coordination with the Project to be constructed.
9. Identify and assist County in securing all design and construction requirements for approval from all governmental/utility agencies and departments having jurisdiction over the Project. Provide contact person(s) and telephone numbers from each agency.
10. The Architect shall prepare for approval by the County, five (5) copies of Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

Schematic Design Documents shall include but not necessarily be limited to the following:

- a. Architectural Design/Documentation responding to program requirements:
  - 1. Site plan
  - 2. Floor plans at 1/8" = 1'-0" scale for each level
  - 3. All elevations at 1/8" = 1'-0" scale
  - 4. Outline specifications indicating major systems and material choices for the project
  - 5. Other illustrative materials - renderings necessary to adequately present the concept
  - 6. All drawing sheets shall be 24" tall x 36" wide maximum.
- b. Structural Design/Documentation consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
  - 1. Preferred structural system and preliminary layout
- c. Mechanical Design/Documentation consisting of consideration of alternative materials, systems and equipment, and development of conceptual design solutions for:
  - 1. Energy Source(s)
  - 2. Energy conservation
  - 3. Heating and ventilating
  - 4. Air Conditioning
  - 5. Plumbing
  - 6. General space requirements
- d. Electrical Design/Documentation consisting of consideration of alternative systems, recommendation regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
  - 1. Power service and distribution
  - 2. Lighting
  - 3. General space requirements
- e. Landscape Design/Documentation services consisting of consideration of alternative materials systems and equipment and development of conceptual design solutions for land forms, lawns, and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- f. Interior Design/Documentation services consisting of space allocation and utilization plans based on functional relationships, consideration of alternative materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements, in order to establish:
  - 1. New and/or Existing Partition layouts
  - 2. New and/or Existing Furniture and equipment layouts

- g. Materials Research/Specifications consisting of:
  - 1. Identification of potential architectural materials, systems, and equipment and their criteria and quality standards consistent with the conceptual design and list in the specification outline.
  - 2. Coordination of similar activities of other disciplines.
- h. Project Development Scheduling consisting of reviewing and updating previously established project schedules or initial development of project schedules (if not previously established), for decision-making, design, documentation, contracting and construction.
- i. Presentation consisting of Schematic Design Documents by the Architect to the following client representatives:
  - 1. Williamson County Tax Assessor/Collector
  - 2. Building Committee(s)
  - 3. Staff Committee(s)
  - 4. User group(s)

11. Prepare a preliminary estimate of probable construction costs for the project. The estimate shall be subdivided by major trades or systems. Make recommendations for revisions based on site, marketplace, or other unusual conditions encountered in Schematic design.

12. Obtain approval of the Schematic design from the County. The final schematic design documents will have a signature and date title block and Design Development Phase Services shall not commence until signature(s) of the County's duly authorized representative(s) are affixed to the documents and written authorization to proceed by the County is received by the Architect. Architect and subcontractor(s) shall include name of responsible Architect or Engineer responsible for each sheet with registration number and "interim review" stamp or note affixed.

#### D. Design Development Phase

Based on the approved Schematic Design Documents and any adjustments authorized by the County in the program, schedule or construction budget, the Architect shall prepare, for approval by the County, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

The Architect shall advise the County of any adjustments to the preliminary estimate of Construction Cost.

- 1. Prepare, from the Schematic Design Documents approved by the County, five (5) copies of Design Development Documents for the Project which will delineate the following:
  - a. Title Sheet (24" x 36" sheet size shall be utilized for all drawing sheets).
  - b. Site Landscaping Plans

1. Site development and landscaping plans;
2. Preliminary site and exterior building lighting scheme with identification of fixture types;
3. Parking area defined with preliminary plotting;
4. Indication of paths, stairs, ramps, berms, terraces;
5. Plant materials (indication and preliminary schedule);
6. Design development details:
  - Paving types and patterns
  - Kiosks
  - Benches
  - Light standards
  - Others
7. Design development specifications;
8. Any necessary adjustments to the preliminary estimate of construction cost.
9. Coordinate with the City of Georgetown in relation to site development plans.

c. Floor Plans

1. Plan information

- a. Internal and external dimensions for “hard fix”;
- b. Floor, slab, and level elevations;
- c. Typical door types;
- d. Typical partition types;
- e. Building core element well worked out with dimensions:
  - Stairs
  - Elevators
  - Major shafts
- f. Built-in furniture items-indication only and keyed to design requirements:
  - Reception desk
  - Counters
  - Cabinets
  - Worktops
  - Lockers
  - Special furniture and equipment (early clarification of what is “by owner”)
  - Other types of equipment

2. Detail Plans

- d. Elevations
  - 1. General Elevations
- e. Sections
  - 1. Building Sections
  - 2. Wall Sections

Dominant full heights sections conveying basic building configuration
- f. Details
  - Include non-typical design elements
- g. Interior Elevations
  - Typical and special spaces, interfaced with, and cross-referenced to, floor and reflected ceiling plans. Indicate:
  - These should be of prefinal quality adequate to convey design intent.
- h. Reflected Ceiling Plans
  - Typical and special spaces. Integrated plans reflecting structural, mechanical, and electrical impacts. Plans to indicate:
  - Lighting layouts
  - Soffits, coves, furrings
  - Ceiling materials
  - Acoustic treatments
  - Relationship with partitions
  - Interface with window details
  - Perimeter conditions-details, notches
  - Heating and ventilating register, diffuser locations
  - Access panels
  - Exposed structure
- i. Schedules
  - 1. Pre-final interior finishes
  - 2. Frame and door
  - 3. Preliminary hardware
  - 4. Window and glazing
- j. Specifications



Comprehensive, abbreviated methods, materials and systems descriptions in tune with the drawings. Use CSI format with applicable section numbers. Include all consultant portions as well as those special and supplementary conditions specific to the Project.

k. Preliminary Estimate of Construction Cost

Make adjustment to the preliminary estimate of construction cost prepared at the end of schematic design.

l. Structural Design Development Set

1. Floor plans at the same scale as the architectural drawings;
2. Typical floor framing plans, including:
  - Sizing of beam drops
  - Slab openings
  - Thicknesses
  - Depressions
3. Framing indication and governing sizing at:
  - Roof structures
  - Penthouse
  - Bulkheads
  - Other
4. Nontypical framing scheme where required
5. All column points established;
6. Final column schedule;
7. Preliminary details and sections to adequately indicate structural system;
8. Preliminary details of major unique conditions that impact on scheme (as determined by the Architect);
9. Details indicating accommodation with mechanical/electrical at areas of major interface;
10. Design development specifications;
11. Any necessary recommended adjustments to the preliminary estimate of construction cost.

m. Mechanical/Electrical Design Development Set

1. Typical floor plans. Systems representation in diagrammatic (non-detailed) style, major items of equipment indicated, their space requirements and interface requirements with other systems. Indicate the following:
  - Major shafts (sizes)
  - Chases
  - Mechanical rooms and electric closets
  - Convactor/fan coil locations
2. Required punctures:
  - Wall
  - Slab
  - Beam
3. Terminal plans (lobby, cellar, roof) with items of heavy equipment shown in diagrammatic style, with their space requirements indicated:
  - a. Boiler/heater spaces (include clear height requirements)
  - b. Transformer vaults (approval obtained from local utility company)
  - c. Switchgear, emergency generator, water storage tanks, fire pumps
  - d. Cooling towers, major air-conditioning and air-handling equipment, packaged units
4. Locations of major air-handling equipment, including but not limited to cooling towers, exhaust fans;
5. Preliminary details of major and unique conditions that impact on scheme (as determined by the Architect);
6. Data to be developed in conjunction and in coordination with County personnel and others assisting the County:
  - a. Integrated diagrammatic lighting plans indicating all overhead mechanical and electrical equipment for typical floor and special spaces
  - b. Preliminary electrical fixture type schedule and cuts
  - c. Cuts and explanatory information for interior visual items such as:
    - Louvers
    - Registers
    - Heating/cooling units
    - Cabinets

- d. Exterior louver requirements and proposed locations
  - 7. Design development specifications;
  - 8. Any necessary adjustments to the preliminary estimate of construction cost.
- n. Other Consultant's Design Development Sets:
- Include all preliminary information that allows proper interfaces with major design disciplines.
- 2. Upon submittal of the Design Development Phase Documents for review and approval by the County, the Architect shall include cut sheets and manufacturer's literature. Assemble all cut sheets in a three hole binder and arrange in CSI format. Product cut sheets shall include but not necessarily be limited to the following: toilet fixtures and accessories, electrical and mechanical fixtures and related devices, hardware, doors, windows, interior and exterior finishes, graphics. All drawing sheets shall bear the responsible Architect's or Engineer's name and registration number and "interim review" stamp or note affixed.
  - 3. Furthermore, when the Design Development Phase Documents are ready for submittal, the Architect shall present, in an open session, the proposed Design Development Phase Documents to the Williamson County Commissioners Court. Obtain approval of the Design Development Documents from the County in writing. Construction Documents Phase will not commence until signatures of the County's duly authorized representative(s) are affixed to the documents and written authorization by the County to proceed the next phase is received by the consultant.

E. Construction Documents Phase

- 1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the County, the Architect shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the bidding/proposals and contracting for the construction of the Project. The construction documents shall include the following:
  - a. A project manual which shall include a set of technical specifications in accordance with the Construction Specification Institute's three-part format, typed one sided with letter quality characters, bid/proposal sheets, a set of bidding/proposal forms. The County shall provide the Uniform General Conditions of the contract, and related contract forms between the County and the contractor;
  - b. The Architect shall assist the County in the preparation of the necessary bidding/proposal information, bidding/proposal forms, the Conditions of

the Contract, and the form of Agreement between the County and Contractor.

- c. The Architect shall advise the County of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
  - d. The Architect shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
2. Apply for and obtain all approvals and permits required by local, state, and federal authorities (i.e. Texas Licensing and Regulation Commission, Texas Accessibility Standards, etc.) and any local building permits on behalf of the County. Applications shall be made when the documents are 75% complete.
  3. Advise the County of any adjustments to previous statements of probable construction cost.
  4. Furnish the County, for review and approval, five (5) 75% complete sets of blueline prints of the drawings, and five (5) copies of specifications and final updated statements of probable construction costs, for the Project. All sheets shall bear the name of the responsible Architect or Engineer and registration number and "interim review" stamp or note affixed.
  5. After incorporating the County's 75% review comments, furnish the County, for review and approval, five (5) 100% complete sets of prints of the drawings, and five (5) copies of the specifications and updated statements of the probable construction costs, for the Project.
  6. After incorporating the County's comments, furnish and deliver to the County one reproducible (3-mil mylar) copy of the original drawings and one original set of specifications, for the Project. Also provide one set of electronic data files, DWG format "AutoCAD Release 14" or higher, 650 MB compact disc(s) for all drawings. Also, provide one set of 650 MB compact disc(s) in Microsoft Word 97/Excel for all specifications and cost estimates.

F. Bidding/Proposals and Contract Phase

The Architect, following the County's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the County in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

1. Assist the County in securing bids/proposals.
2. Attend and assist County in Pre-Bid/Proposal Conference.
3. Prepare addenda.

4. Assist in the tabulation and analysis of bids/proposals and furnishing recommendations on the award of construction contracts.

G. Construction Phase

After the receipt of bids/proposals, the Architect shall render the following services in connection with the Project for which a construction contract is awarded:

1. Attend and assist County in Pre-Construction Conferences.
2. Make periodic visits (approximately bi-weekly), as distinguished from the continuous services of a resident Project Representative to familiarize it generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. After each visit, the Architect shall prepare a written report for the County of its observations of the progress and quality of work performed pursuant to the contract documents. At least once monthly during the progress of the work, the Architect shall present, in an open session, the above described written reports to the Williamson County Commissioners Court. However, should the circumstances of the Project require more periodic updates and/or presentations to the said court, Architect shall provide such services to County. In performing these services, the Architect will endeavor to protect the County against defects and deficiencies in the Work, but the Architect neither guarantees the performance of the Contractor nor accepts responsibility for the Contractor's means, methods and worker's safety.
3. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the County of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
4. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of County's Uniform General Conditions, current as of the date of this Agreement (hereinafter referred to as the "County's General Conditions" or the "General Conditions"), unless otherwise provided in this Agreement. Modifications made to the County's General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.
5. Duties, responsibilities and limitations of authority of the Architect under this CONSTRUCTION PHASE section shall not be restricted, modified or extended without written agreement of the County and Architect with consent of the Contractor, which consent will not be unreasonably withheld.
6. The Architect shall be a representative of and shall advise and consult with the County during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the County only to the extent provided in this Agreement and in the County's General Conditions, unless otherwise modified by written amendment.

7. The Architect, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the County and the Architect in the EXECUTION section, (1) to become generally familiar with and to keep the County informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
8. The Architect shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
9. The Architect shall at all times have access to the Work wherever it is in preparation or progress.
10. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the County shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
11. CERTIFICATES FOR PAYMENT
  - a. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
  - b. The Architect's certification for payment shall constitute a representation to the County, based on the Architect's evaluation of the Work as provided in this Section II.G.(11) and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of

subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

- c. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- d. The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- e. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- f. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the

design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

- g. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data, if deemed necessary by the Architect, for the County's approval and execution in accordance with the Contract Documents, and may, with the concurrence of the County's ODR, authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- h. 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 County, for the County's review and records, 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.
- i. The Architect shall interpret and decide matters concerning performance of the County and Contractor under, and requirements of, the Contract Documents on written request of either the County or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- j. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- k. The Architect shall render initial decisions on claims, disputes or other matters in question between the County and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- l. The Architect's decisions on claims, disputes or other matters in question between the County and Contractor, except for those relating to aesthetic effect as provided in Section II.G.(11).(k.) above, shall be subject to mediation as provided in this Agreement and in the Contract Documents.



## H. COUNTY'S RESPONSIBILITIES

1. The County shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
2. The County shall establish and periodically update an overall budget for the Project, including the Construction Cost, the County's other costs and reasonable contingencies related to all of these costs.
3. The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
4. The County shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
5. The County shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
6. The County shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
7. The County shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the County's needs and interests. Such services shall include auditing services the County may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the County.

8. The services, information, surveys and reports required by the above paragraphs (4) thru (8) in this section shall be furnished at the County's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
9. The County shall provide prompt written notice to the Architect if the County becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

#### I. OTHER CONDITIONS OR SERVICES

1. Basic services include architectural; mechanical, electrical and plumbing design services (MEP services) and structural design services, as defined by the following items.
2. Geotechnical & surveying services are excluded. County shall provide a geotechnical/soil engineering report.
3. Civil Engineering designs services are excluded (including design of storm, sanitary sewer, domestic water, and fire protection piping beyond 5'0" outside of building perimeter, irrigation systems). Architect's basic services include coordination for design and documentation.
4. Architectural services include a maximum of 10 site visits during construction; provided, however, the bi-weekly meetings and visits provided under Section II.G.2. shall not count against the said 10 site visits. Furthermore, the said 10 site visits referenced in this provision shall be counted separate and apart from any other site visits required of the Architect hereunder.
5. MEP services shall include 5 site visits that are requested by the County and which relate solely to MEP services during the construction phase; provided, however, the Architect or its subcontractor shall provide as many site visits as may become necessary in order to properly perform the MEP services required hereunder and such necessary visits shall not count against the 5 site visits referenced under this provision. Furthermore, the site visits referenced in this provision shall be counted separate and apart from any other site visits required of the Architect hereunder.
6. Structural services during the Construction Phase shall include 2 site visits; provided, however, the Architect or its subcontractor shall provide as many site visits as may become necessary in order to properly perform the structural services required hereunder and such necessary visits shall not count against the number of site visits specifically referenced under this provision. Furthermore, the site visits referenced in this provision shall be counted separate and apart from any other site visits required of the Architect hereunder.
7. Basic services include two revisions during design development. Additional revisions will be billed on an hourly basis pursuant to a separately written lump sum agreement.

8. Presentation quality renderings and other drawings for marketing purposes shall be considered additional services.
9. Architectural services do not include: coordination of natural gas services, design of security and access control systems (locations and hardware compatibility requirements will be coordinated w/ contractor), design of data or communications cabling (locations of data/power/communications cabling will be coordinated with County), acoustical consulting services, design of electrical generator or UPS systems, design and structural engineering of landscape/site improvements such as bridges, retaining walls, signs, lights posts, etc.
10. In the event that the design process is put on hold by the County/Contractor in excess of 90 days, when the design process is reinitiated, the Architect will invoice for remobilization time at a rate equal to 10% of the phase of services currently in progress.
11. If Architectural Assignment and/or certification are required, language must be consistent with Architect's liability insurance.
12. Processing forms requested by County's lender, if any, shall be considered additional services and will be billed hourly per the attached Hourly Rate Schedule.
13. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
14. If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provided betterment or upgrades or enhances the value of the project.
15. A supplement to the Basic Services described in this Section II. is attached hereto and incorporated herein as Exhibit "A" (the "Supplement to Basic Services"). In the event there is a conflict between the provisions of the Supplement to Basic Services and the provisions of the Basic Services described in this Section II., the provisions of the Basic Services described in Section II. shall control.

## J. CONSTRUCTION COST

### 1. DEFINITION

- a. The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Architect.
- b. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding/proposal and for changes in the Work.
- c. Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County as provided under COUNTY RESPONSIBILITIES.

## 2. RESPONSIBILITY FOR CONSTRUCTION COST

- a. Evaluations of the County's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the County has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.
- b. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids/proposals as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.
- c. If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the County, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

- d. If a fixed limit of Construction Cost (adjusted as provided in Section II.J.(2)(c). is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:
  - (i) give written approval of an increase in such fixed limit;
  - (ii) authorize rebidding or renegotiating of the Project within a reasonable time;
  - (iii) terminate in accordance with the TERMINATION section; or
  - (iv) cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
- e. If the County chooses to proceed under Section II.J.(2)(d)(iv), the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the County shall be the limit of the Architect's responsibility under this Section. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

### SECTION III

#### ADDITIONAL SERVICES AND CHARGES

The services described in this Section III are not included in Basic Services, and they shall be paid for by the County as provided in this Agreement, in addition to the compensation for Basic Services. The services shall only be provided if authorized or confirmed in writing by the County.

For the performance of services not specifically described as Basic Services under Section II above, County shall pay and Architect shall receive, under a negotiated written contract modification, additional services compensation based upon the method and rates set forth below:

<u>Position Classifications</u>	<u>Hourly Rates</u>
Principal.....	\$ 225.00
Project Manager.....	\$ 150.00
Interior Designer.....	\$ 135.00
Job Captain.....	\$ 100.00
CADD/Tech.....	\$ 85.00
Administrative/Clerical.....	\$ 55.00

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

Note 2: Hourly rates are applicable for the duration of the Project. Any changes to the applicable hourly rates following shall be submitted to the County and agreed to in writing by both parties prior to such new rates taking effect.

The Architect shall not, however, be compensated for work made necessary by Architect's negligent errors or omissions. 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.

It is expressly understood and agreed that Architect shall not furnish any additional services without the prior written authorization of the County. The County shall have no obligation to pay for such additional services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the Architect for any additional services and/or charges that are performed by Architect without the prior written authorization of the County.

If additional services are required due to circumstances beyond the Architect's control, the Architect shall notify the County prior to commencing such services. If the County deems that such services described are not required, the County shall give prompt written notice to the Architect. If the County indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

#### A. PROJECT REPRESENTATION BEYOND BASIC SERVICES.

1. If more extensive representation at the site than is described in Section II.G.(11.) is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
2. Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the County and Architect.
3. Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the County against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

### SECTION IV

#### TIME FOR PERFORMANCE

Following the complete execution of this Agreement and upon the County's request, Architect shall submit a proposed production schedule to the County which delineates the time periods in which each phase of services described herein shall be completed by Architect. The County shall review the Architect's proposed production schedule and either approve same or submit to Architect any requested changes thereto. Following the County's approval of the Architect's production schedule, the time periods for Architect's performance may be extended, in writing, by the County as the Project proceeds.

### SECTION V

#### THE ARCHITECT'S COMPENSATION

- A. For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section IX, the County shall pay to the Architect a firm fixed fee

hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges). The total Basic Fee shall be allocated as follows:

1. For and in consideration of the services rendered by the Architect under Section II.A. (the Assessment Phase), the Architect shall receive a total compensation of \$12,950.00.
2. For and in consideration of the services rendered by the Architect under Section II.B. (the Programming Phase), the Architect shall receive a total compensation of \$23,250.00.
3. For and in consideration of the services rendered by the Architect under Section II.C. (the Schematic Design Phase), the Architect shall receive a total compensation of \$24,000.00.
4. For and in consideration of the services rendered by the Architect under Section II.D. (the Design Development Phase), the Architect shall receive a total compensation of \$24,000.00
5. For and in consideration of the services rendered by the Architect under Section II.E. (the Construction Document Phase), the Architect shall receive a total compensation of \$64,000.00.
6. For and in consideration of the services rendered by the Architect under Section II.F. (the Bidding/Proposal and Contract Phase), the Architect shall receive a total compensation of \$8,000.00.
7. For and in consideration of the services rendered by the Architect under Section II.G. (the Construction Phase), the Architect shall receive a total compensation of \$40,000.00.

**Total Basic Fee: \$196,200.00**

#### B. DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### C. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized travel and subsistence, and electronic communications;

2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the County;
5. renderings, models and mock-ups which are requested by the County and which are not included as a part of the Basic Services;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the County in excess of that normally carried by the Architect and the Architect's consultants; and
7. reimbursable expenses as designated in Section III

#### D. PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

#### E. COMPENSATION FOR ADDITIONAL SERVICES

1. For Project Representation Beyond Basic Services, as described in Section III.A. PROJECT REPRESENTATION BEYOND BASIC SERVICES, compensation shall be computed as follows:
2. For Additional Services of the Architect, as described in Section III. and Section II.I., (other than (1) Additional Project Representation, as described in Section III.A. PROJECT REPRESENTATION BEYOND BASIC SERVICES, and (2) services included in Section II.I. as part of Basic Services, but excluding services of consultants), compensation shall be computed as follows:
3. For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services, compensation shall be computed as follows:

A multiple of one and one-tenth (1.1) times the amounts billed to the Architect for such services.

#### F. REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section V.C. and any other items included in Section II.I. as Reimbursable Expenses, the amount of reimbursement shall be computed as follows:

A multiple of one and one-tenth (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.



## G. ADDITIONAL PROVISIONS

1. If the Basic Services covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated in accordance with the method provided under Section V.G.(2).
2. The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

## SECTION VI

### TIME OF PAYMENT AND RIGHT TO AUDIT

#### A. PAYMENT TERMS.

During the performance of the services provided for in this Agreement for the Assessment Phase (Section II.A.), the Programming Phase (Section II.B.), the Schematic Design Phase (Section II.C.), the Design Development Phase (Section II.D.), and the Construction Documents Phase (Section II.E.), monthly payments shall be made based upon that portion of the services which has been completed. Payment for services rendered by the Architect for the Bidding/Proposal and Contract Phase (Section II.F.), shall be made either upon award of a construction contract for the Project by the County, or within one hundred eighty (180) calendar days of receipt of bids/proposals for the Project, whichever is earlier. Payments for services rendered for the Construction Phase (Section II.G.), shall be paid in proportion to the percentage of the completion of the construction of the Project as evidenced by the Architect's monthly estimates for Payment to the Contractors and approved by the County.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Architect shall submit a sworn statement to the County, in a form acceptable to the Williamson County Auditor, setting forth the percentage of the services provided for by this agreement which were completed during such calendar month, and the compensation which is due plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the Architect seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Architect certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval provided however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Architect to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

In the event the County fails to pay Architect within thirty (30) days after the County's approval of the Architect's statement, the County shall be required to pay Architect interests charges in addition to the amounts due and owing. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth under Section V.A., and such compensation shall be based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

#### B. COUNTY'S RIGHT TO AUDIT.

The Architect agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. Architect agrees that County or its duly authorized representatives shall, until the expiration of three 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 shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours at mutually convenient times to all necessary Architect facilities in compliance with the provisions of this section. County shall give Architect reasonable advance notice of intended audits.

### SECTION VII

#### TERMINATION

This Agreement may be terminated by the County upon not less than seven days' written notice to the Architect for the County's convenience and without cause. Upon receipt of such notice, the Architect shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Architect that proportion of the prescribed charges which the services actually performed under this Agreement

bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

If the County fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the County. In the event of a suspension of services, the Architect shall have no liability to the County for delay or damage caused the County because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended by the County for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses due as of the date of termination.

## SECTION VIII

### NOTICE; COUNTY'S DESIGNATED REPRESENTATIVE

#### A. NOTICE.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Architect at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of

deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Architect: KA Hickman Architects and Interior Designers  
Attn: Keith Hickman  
1517 East Palm Valley Blvd.  
Round Rock, Texas 78664

To the County: Williamson County Judge  
Dan A. Gattis (or successor)  
301 S.E. Inner Loop, Ste. 109  
Georgetown, Texas 78626

with copy to: Joe Latteo (or successor)  
Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626

and to: Williamson County Attorney  
Jana Duty (or successor)  
405 M.L.K. St., Box #7  
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

#### B. COUNTY'S DESIGNATED REPRESENTATIVE

County hereby designates the individual listed herein below as the Owner's Designated Representative (ODR), who shall have express authority to act and bind the County to the extent authorized by law and to the extent and for the purposes described in the Contract Documents, including responsibilities for general administration of the Project. Unless otherwise specifically provided for, the ODR is the single point of contact between the County and Architect.

The ODR authorized to act on the County's behalf with respect to the Project and this Agreement is:

Joe Latteo (or successor)  
Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1599  
Fax: (512) 930-3313

## SECTION IX

### LIMIT OF APPROPRIATION

The County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. The Architect understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

## SECTION X

### REVISION TO ARCHITECTURAL WORK PRODUCT

Architect shall make, without expense to County, revisions to all reports, plans, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by Architect (collectively referred to herein as the "Architectural Work Product(s)") as may be required to correct negligent errors or omissions so the Architectural Work Product meets the needs of County. However, 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.

## SECTION XI

### INSURANCE 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 \$500,000.00 per occurrence and \$1,000,000.00 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 \$500,000.00 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 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 of 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 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.

To the extent damages are covered by property insurance during construction, the County and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The County or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

It is the intention of the County and agreed to and hereby acknowledged by the Architect, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as required by law or a court of law with jurisdiction over the provisions of this Agreement.

## SECTION XII

### SUCCESSORS AND ASSIGNS

The County and the Architect bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the Architect shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

## SECTION XIII

### PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the Architect release any material or information developed in the performance of its services hereunder without the express written permission of the County.

## SECTION XIV

### COMPLIANCE AND STANDARDS

The Architect shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Architect's performance.

## SECTION XV

### OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all Architectural Work Product prepared pursuant to this Agreement by the Architect and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed Architectural Work Product prepared pursuant to this Agreement by the Architect shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The Architect may retain one (1) set of reproducible copies of such documents and such copies shall be for the Architect's sole use. The Architect is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County, which may not be unreasonably withheld.

## SECTION XVI

### INDEMNIFICATION

**THE ARCHITECT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF THE ARCHITECT, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE ARCHITECT OR OF ANY PERSON EMPLOYED BY THE ARCHITECT. THE ARCHITECT SHALL ALSO INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES,**

**INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE ARCHITECT, ITS AGENTS OR EMPLOYEES.**

## SECTION XVII

### MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## SECTION XVIII

### DISPUTE RESOLUTION AND CONSEQUENTIAL DAMAGES

#### A. MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
2. The County and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.
3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. However, if the parties are unable to fully resolve the claims, disputes and other matters in question between them by mediation, either party may proceed with the institution of legal or equitable proceedings.
4. The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.



## 2. CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and County waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this contract.

## SECTION XIX

### MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

## SECTION XX

### SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

## SECTION XXI

### VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

## SECTION XXII

### EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

## SECTION XXIII

### NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

## SECTION XXIV

### CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

## SECTION XXV

### RELATIONSHIP OF THE PARTIES

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## SECTION XXVI

### NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or

employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

## SECTION XXVII

### NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

## SECTION XXVIII

### COMPLAINTS

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the Architect's professional practices. The TBAE is located at 333 Guadalupe, Suite II-350, Austin, Texas 78701; mailing address is P.O. Box 12337, Austin, Texas 78711; and can be reached by phone at (512) 305-9000.

## SECTION XXIX

### MEANING OF TERMS

Except as otherwise expressly set forth herein, the terms in this Agreement shall have the same meaning as those in the County's General Conditions, current as of the date of this Agreement.

## SECTION XXX

### STATUTE OF LIMITATIONS

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

## SECTION XXXI

## HAZARDOUS MATERIALS

Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

## SECTION XXXII

### ARCHITECT'S PROMOTIONAL AND PROFESSIONAL MATERIALS

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the County's confidential or proprietary information if the County has previously advised the Architect in writing of the specific information considered by the County to be confidential or proprietary. The County shall provide professional credit for the Architect in the County's promotional materials for the Project.

## SECTION XXXIII

### EXECUTION OF CERTIFICATES

If the County requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

## SECTION XXXIV

### EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. This Agreement shall not become effective until executed by all parties hereto. The Architect's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that Architect has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_

Dan A. Gattis  
Williamson County Judge

Date Signed: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nancy Rister  
Williamson County Clerk

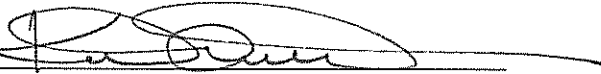
Reviewed as to Form By:

\_\_\_\_\_  
Assistant Williamson County Attorney

\_\_\_\_\_  
Williamson County Contract  
Management Auditor

**ARCHITECT:**

**KEITH HICKMAN  
D/B/A KA HICKMAN ARCHITECTS AND INTERIOR DESIGNERS,  
A SOLE PROPRIETORSHIP**

By: 

Printed Name: Keith A. Hickman

Title: Principal

Date Signed: 2 June, 2009

## EXHIBIT A

### SUPPLEMENT TO BASIC SERVICES

The following shall serve as a supplement to the Basic Services described in Section II. of the Agreement. In the event there is a conflict between the following provisions of this Supplement to Basic Services and the provisions of the Basic Services described in Section II. of the Agreement, the provisions of the Basic Services described in Section II. shall control.

The scope of the Project is design services to include assessment and programming for the following facilities:

Williamson County Tax Assessor/Collector Offices  
904 South Main Street (Current Facility)  
905 and 909 Austin Avenue (Recently Purchased)

The services shall include the following phases:

- I. Assessment Phase:** To prepare a technical analysis of the currently occupied facility and the recently purchased adjacent facilities (to be incorporated into the future Tax Assessor/Collector Offices for Williamson County operations). Following are the consultants that we recommend be a part of this Phase.

[Note: A Report of Property Condition Survey prepared by Baer Engineering and Environmental Consulting, Inc. for all facilities has been received and evaluated for usefulness while preparing the scope of work.]

A. Architectural – KAHickman Architects and Interior Designers

1. Owner Representative
2. Coordination of Consultants
3. Architect of Record
4. Code Research

B. Interior Design – KAHickman Architects and Interior Designers

1. Field verify all Building's (existing partitions, doors, millwork, plumbing, lighting, electrical and special architectural details)
2. Create AutoCAD files
3. Area calculations will be provided for each suite and common areas. Area building tabulations will be based on BOMA measuring method.

C. Mechanical, Electrical & Plumbing – ESA

1. Heating and Cooling Load Analysis
2. Electrical Load Analysis
3. Comfort and Electrical Distribution Deficiencies
4. Primary Utility Service Analysis
5. Equipment Condition

6. System Suitability for Future Service
7. Mechanical/Plumbing ADA Issues
8. Indoor Air Quality Analysis

D. Roofing – Austech Roofing Consultants

1. Initial Review And Roof Examination

- (a). Review plans, and other documents related to roof, as provided by Client.
- (b). Interview Owner personnel regarding roof condition, roof history, and current leakage.
- (c). Visit Site and examine visible roof components, note, and photograph.
- (d). Watertesting or moisture survey.

2. Evaluation/Report Of Finding To Include:

- (a). General description of condition of roof and flashings.
- (b). Listing of visible deficiencies and Consultant's comments.
- (c). Recommendations.
- (d). Estimated probable cost to accomplish repair or replacement.
- (e). Photographs.

3. Survey does **not** include:

- (a). Wind uplift, or fire resistance testing, or analysis.

E. Structural-Datum Engineers

1. Initial Review

**Excludes:**

Soils reports, Civil, Landscape, and Site analysis.

## II. Programming Phase:

### A. Scope of Work & Assumptions:

1. **The team** proposes to make all necessary inquiries to facilitate the required collection of information to prepare a complete, accurately assessed and designed project.
2. The Programming Phase is based on a \$6,000,000.00 ultimate build-out (based on today's dollars) over the next ten years.
3. Take input from the workshops and design committee to develop a prioritized set of goals and objectives for the future of the county tax assessor/collector offices.
4. Specifically accomplished by conducting (3) three planning and design workshops with client-identified participants to determine specific goals for the tax assessor/collector office. We will summarize the work accomplished and the conclusions drawn from the workshops in a presentation notebook of facility design guidelines to be used as a basis for changes to the tax assessor/collectors office for a twenty (20) year plan.
  - (a). Workshop Overview
    - Session 1: Introductory Session
    - Session 2: Topic-based Workshops
    - Session 3: Summary Workshops

### B. Following are the consultants that are to be a part of this Phase.

1. Architectural – KAHickman Architects and Interior Designers
  - (a). Workshop Coordination
  - (b). Compiling Information from Workshops
  - (c). Interview County Personnel
  - (d). Facilitate Workshops
  - (e). Correspondence to Owner
  - (f). Prepare Master Plan Documents
2. Interior Design – KAHickman Architects and Interior Designers
  - (a). Attend Programming Workshops to establish primary Department needs (including current and 20 year growth projections), adjacencies, furniture system needs and cost analysis, special equipment, IT, and audio/visual needs.
  - (b). Attend follow up meetings to compile information gathered during Workshops.
  - (c). Collaborate and assist as needed in development of Master Plan documentation.



### **III. Construction Phase:**

#### **A. Scope of Work:**

1. Interior Finish Out and Exterior façade design.
2. Includes Furniture Selections & Bidding.

#### **B. Following are the consultants that are to be a part of this Phase**

1. Architectural – KAHickman Architects and Interior Designers
  - (a). Project Coordinator
  - (b). Architect of Record
  - (c). Interior Design
  - (d). Specifications
  - (e). Construction Documents
  - (f). Bidding/Proposals
  - (g). On-Site Project Observation
2. Interior Design & Furniture – KAHickman Architects and Interior Design
  - (a). Interior Design
  - (b). Color Selections
  - (c). Furniture Selections
  - (d). Construction Documents
  - (e). Specifications
  - (f). On-Site Project Observation
3. MEP Engineering – ESA (Energy Systems Associates)
  - (a). Mechanical, Electrical & Plumbing Design
  - (b). Construction Documents
  - (c). Specifications
4. Roof Consultant – Austech Roofing Consultant
5. Structural Engineering – Datum Engineering
  - (a). Structural Design
  - (b). Construction Documents
  - (c). Specifications
6. Landscape Architect – Larson, Burns, and Smith

All Reimbursables will be marked up 20%. These will include, but not limited to the following:

- Reprographic Fees
- Shipping & Delivery Fees
- Supplies associated with Project
- Final Documents
- Lunches/Breakfasts associated with Workshops
- Existing Construction Document Reproduction (Estimated at \$500.00)

- ADA Review of Construction Documents

**Estimated** Reimbursable Amount for the Project: **\$8,500.00**

Additional Services:

1. Geotechnical services can be provided for further soils reports to determine exact conditions of existing soil. Preliminary pricing has been researched for your reference.
2. Civil services can be provided to determine existing conditions of exterior paving, sidewalks & elevations. Preliminary pricing has been researched for your reference.

Phase I estimated Probable Cost of Construction:

14,046 sq.ft. x \$150.00\* = **\$2,106,900.00**

\*Includes furnishings