

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(Splash Pad Architectural and Structural Drawings for Roof Addition Over
Electrical Equipment)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Studio 8 Architects, Inc., (hereinafter “Service Provider”), with offices located at 611 W. 15th St., Austin, Texas 78701. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, and hold harmless The County against any claim, demand,

loss, injury, damages, action, or liability of any kind against The County resulting from the services Service Provider performs on behalf of The County under this contract.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at a not-to-exceed amount of **\$9,000.00** for the specific project. **Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.** An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Exhibit "A" - Proposal from Studio 8 Architects, Inc., revised February 2, 2015, which is incorporated herein as if copied in full.

VII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

VIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

IX.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph IX above.

XII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.


County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2015.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER:



Authorized Signature

12.12.14

Proposal for WILCO pump room expansion

Revised 02.02.15

To: Dale Butler
Company: Williamson County Facilities
Address: 3101 SE Inner Loop, Georgetown TX 78626

This proposal serves as a contractual letter of agreement between Studio 8 Architects, Inc., at 611 W. 15th St., Austin, Texas 78701 (the "Architect") and Williamson County Facilities (the "Owner" or "Owner's Representative" hereinafter called the "Owner") to perform the following services: expansion of the pumproom facility roof at the Southwest Williamson County Regional Park splash pad.

- I. **Scope of Basic Services**
Owner's approval is necessary to proceed to next phase.
 - A. **Design Development (DD)**
 1. Meet with Owner to establish scope of work.
 2. Develop schematic design package plans, elevations and roof plan for roof and additional chemical room.
 3. Meet with Owner to present design development and review design decisions.
 - B. **Construction Documentation (CD)**
 1. Prepare construction document package consisting of:
 - a. Site plans and details.
 - b. Dimensioned floor plans, and plan details.
 - c. Building elevations and elevation details.
 - d. Building sections, elevator sections and section details.
 - e. Roof plans and details.
 2. Provide coordination of Structural Engineering services as necessary to produce construction documents.
 3. Issue Shell Construction Document package for approval.
 4. Submit drawings to a local Registered Accessibility Specialist (RAS) as required by Texas Department of Licensing and Regulations (TDLR) for Americans with Disabilities Act (ADA) review.
 5. Submit drawings to a permit expediter for city or jurisdiction permitting process.
 - C. **Construction Administration (CA)**
 1. Issue Addendums, RFP's, RFI's and ASI's as required.
 2. Issue and coordinate all MEP related revisions.
 3. Issue and coordinate all structural related revisions.
 4. Process contractor submitted submittals.
 5. Attend construction meetings at project milestones.

6. Conduct a project "walk-through" at substantial completion to develop a punch list of items necessary to remedy before completion of the work.

II. Compensation

A. Compensation will be billed on a lump sum basis unless indicated otherwise:

Architectural

Design Development	Lump Sum	\$1,500
Construction Documents	Lump Sum	\$5,000
Construction Administration	Hourly	TBD
Architectural Total		\$6,500

Structural Engineering

Construction Documents	Lump Sum	\$2,500
Construction Administration	Hourly	TBD
Structural Total		\$2,500

Project Total **\$9,000**

Structural Engineer = Steinman Luevano Structures, LLP

B. Compensation for Additional Services

Any services not listed above, upon Owner's approval, will be billed on an hourly basis as per exhibit "A". If desired, Architect can provide a lump sum fee based on the scope of the Additional Services.

C. Governmental & Required Fees

Allow a contingency for governmental and required fees as follows:

1. Permit fees from city or jurisdiction of project.
 - a. Building permit filing fee.
 - b. Building permit fee.
2. Permit expediting which will be billed as a reimbursable unless notified otherwise.
3. Texas Department of Licensing and Regulation (TDLR)
 - a. TDLR filing fee (billed through as a reimbursable).
 - b. TDLR review fee.
 - c. TDLR inspection fee (which must be filed by the Owner).

D. Reimbursables

Reimbursable expenses are in addition to the compensation for basic and additional services, and include expenditures made by the Architect, its employees, or its professional consultants in the interest of the project for the expenses listed in the following subparagraphs:

1. Expense of out of town transportation when traveling in connection with the project.
2. International telephone calls.
3. Fees paid for securing approval of authorities having jurisdiction over the project.
4. Expense of printing reproductions, copies, computer plots and handling of drawings and specifications as required by the Owner.
5. Expenses including postage, handling and delivery services.

6. If authorized in advance by Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.
7. Expense of Consultants not directly included in the proposal such Acoustical Engineer, etc. as necessary.
* Note: Reimbursable expenses are billed to the Owner at 1.0 times the actual cost to the Architect.

III. Additional Services

- A. The following services are not included as part of basic services, but are available on an hourly basis as requested by Owner:
 1. Additional Field Verification - Architect can field verify existing items, such as existing power panels, electrical outlets, data outlets, light switches, millwork, RCP and lighting layouts.
 2. Redesign Services - Architect can provide services in addition to those provided for in the Owner's schematic design/ construction documents.
 3. Upgrade Interior Design - Architect can provide complete additional design services above those indicated in basic services; for example artwork and artwork installation.
 4. Contract Furnishings (furniture) - Architect can provide services related to selection and specification of contract furnishings.
 5. Change Orders - Architect can research, design, document, and coordinate Owner change orders or proposal requests during the Construction Phase of the work.
 6. Upgrade Construction Phase Services - Architect can provide construction phase services above those delineated above such as additional site visits and follow up punch list inspections.
 7. Renderings - Architect can provide finished marketing level renderings.
 8. Upgraded Program Requirements Not Covered Above - Architect can provide design services including clean room, laboratory, medical suites and/or health care, restaurants, common area corridors, manufacturing/testing industrial planning and fixtures, furniture and equipment (FF&E).
 9. Signage and Logos - Architect can provide services related to selection and specification of custom signage and logos.
 10. Finish Boards - Architect can provide services related to selection, procurement and presentation of finishes.
 11. Area Calculations - Architect can provide special square footage calculations such as BOMA calculations.
 12. LEED & Austin Green Energy Building (AEGB) - Architect can provide services relative to LEED and AEGB.


IV. Miscellaneous Provisions

- A. Billing - The Owner will be billed on or before the 10th of each month. Payment of invoice is due upon receipt. *Please submit all payments to the accounts payable office at 611 W. 15th Street, Austin, Texas 78701.* Balances past due longer than 30 days will accrue interest at the rate of 1.25% per month (15% per annum).
- B. This agreement may be terminated by either party at any time. If services are terminated, Owner will pay Architect for all services performed up to the date of termination.
- C. These fees are based on the assumption that the services described herein will be complete within nine (9) months from the date of acceptance of this proposal. All or any portion of the services required after expiration of the nine (9) months will be billed on an hourly basis per

Attachment "Exhibit A". If desired, Architect can provide a lump sum fee based on the scope of the Additional timeline services.

- D. No other Consultant proposals are included at this time.
- E. Architect is not responsible for business practices or services of other Consultants on the Project.

Best Regards,

Studio 8 Architects, Inc.:  _____

Date: 02.02.15

Accepted by: _____

Date: _____

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512)305-9000 has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Exhibit "A"

Hourly Billing Rates

January 1, 2014 - December 31, 2014

Principal	\$155.00
Architect / Designer 1	\$140.00
Architect / Designer 2	\$120.00
Architect / Designer 3	\$100.00
Architect / Designer 4	\$90.00
Architect / Designer 5	\$70.00
Architect / Designer 6	\$60.00
Administrative	\$50.00
Intern	\$35.00

Note 1: Hourly Billing Rates include Office Overhead, Employee Salary and Benefits, and Company Profits

Note 2: These Hourly Billing Rates are applicable through December 31, 2014. Rates are subject to change thereafter on January 1, 2015.

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice 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 vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor 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.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and

- vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
 - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
 - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
 - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
 - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
 - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
 - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
 - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
 - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date

- 7.2.1.2 Destination
- 7.2.1.3 Purpose
- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.