

March 02, 2016

Mr. Dwayne Gossett
Facilities Maintenance
3101 SE Inner Loop Rd
Georgetown, TX 78626

via E-mail: DGossett@wilco.org

**SUBJECT: Proposal & Agreement for Roof Improvements Consulting Services
Williamson County Justice Center Courthouse Annex
405 Martin Luther King Street, Georgetown, Texas 78626**

Dear Mr. Gossett,

Jim Whitten Roof Consultants, LLC (hereinafter "JWRC" or "Service Provider") is honored and pleased to present this proposal/agreement for providing roof consulting services at the subject property. This proposal is based on a phone call request for proposal on Thursday, February 25, 2016, a follow-up phone call request for modification of proposal on Wednesday, March 02, our preliminary site visit with Dwayne Gossett of the Williamson County Facilities Department, Aaron Todd's site reconnaissance with Mr. Gossett, and project plans, and our education, training, knowledge and experience working on similar projects. The following sections present project information, our proposed scope of services, schedule and fee information, and instructions for authorization.

PROJECT INFORMATION

We understand that Williamson County (hereinafter also referred to as "County") is requesting this proposal for JWRC to provide roof consulting services to include a condition assessment of the roof and developing roof improvements for either specific repair or replacement options with written report recommendations for both options including opinions of cost for both options. For the selected option, prepare Plans and Specifications for all associated flashings and roof storm water drainage scope of work and bidding documents. The three story building's south roof is approximately 23,700 square feet. The existing roof consists of a gravel surfaced asphalt built-up roof installed over two layers of 3/4" perlite mopped to the structural concrete deck. The deck is sloped to interior roof drains and to through-wall overflow scuppers. Roof top equipment consists of four (4) large curb mounted HVAC package units and several curb mounted power and exhaust vents. We further understand the scope of work will be based on the County's contract procedures.

SCOPE OF SERVICES

- 1. Roof Condition Assessment Report and Recommendations for Roof Improvements**

- Based on our site visits and observations, we will prepare a photo report with recommendations of options for specific repairs to extend the life of the roof, or options for replacement for the roof with opinions of cost for each option.
- Meet with you to review our report and recommendations and discuss the advantages and disadvantages of each option.

2. Roof Improvements Scope of Work Bidding and Construction Documents

- The Bidding and Construction Documents will consist of a Project Manual containing Technical Specifications, Contracting Forms and General Conditions, and Drawings. The Technical Specifications will be in the Construction Specifications Institute (CSI) Three-Part Format. The Drawings will graphically present the scope of work, and will include roof plans and typical details for the roof repairs scope of work. The Documents will require compliance with the City of Georgetown Building Codes (IBC 2012, IECC 2000, IPC 2012)
- We will verify, with Owner assistance, existing roof penetrations that will remain for reuse, those that will require replacement, and abandoned equipment scheduled for disposal.
- We will issue a 75% Review Set of the Bidding and Construction Documents to Williamson County for review and comment prior to finalizing the documents for bidding.
- We will incorporate owner review comments into the final Bidding and Construction Documents prior to issuing for bidding.

SCHEDULE

We are available to commence with the above scope of services within one week of receiving written authorization to proceed. We estimate approximately three (3) weeks to complete the 75% Review Set of the Bidding and Construction Documents for Owner review, and approximately one week to complete the final Bidding and Construction Documents following receipt of Owner review comments.

FEES AND EXPENSES

Based on the areas of roof improvements and recent similar project pricing, we believe a reasonable preliminary opinion of cost for the Work will be on the order of \$ 150,000 to \$180,000. Based on our understanding of the requested scope of services, we propose the following lump sum consulting services fees to complete the above proposed scope of services.

Consulting Services Fees

- | | |
|--|----------------|
| 1. Condition Assessment and Report of Recommendations, Options, and Opinions of Cost..... | \$ 1,500 |
| 2. Bidding and Construction Documents | \$ 4,500 |
| Total Consulting Services Fees..... | \$6,000 |

ADDITIONAL SERVICES

We will not perform additional services beyond the above proposed scope of services without your prior written approval. If additional services are requested, we will prepare a separate proposal for your review and authorization.

To authorize us to proceed with the above proposed scope of services, please execute your signature in the space provided below. If an alternate form of authorization is required, please issue for our execution at your earliest convenience; including the Williamson County requirements for CGL insurance and E&O Insurance.

Williamson County Additions

COUNTY VENDOR REIMBURSEMENT POLICY

All travel reimbursements must be paid pursuant to the Williamson County Vendor Reimbursement Policy, which is attached as ATTACHMENT "B" to this Agreement and incorporated herein as if copied in full.

PAYMENT

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Architect of the invoice discrepancy. Following County's notification of any discrepancy as to an invoice, the Architect must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

RIGHT TO AUDIT

Service Provider agrees that 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.

TERMINATION FOR CONVENIENCE

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof.

VENUE & 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.

NON-ASSIGNMENT

Service Provider may not assign this contract.

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 County, nor shall Service Provider hold himself out as an agent or official representative of 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 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, hold harmless, and defend County against any claim, demand, loss, injury, damages, action, or liability of any kind against County resulting from any services Service Provider perform on behalf of County.

Please contact us if you should have any questions with this proposal.
Best Regards,

JIM WHITTEN ROOF CONSULTANTS, LLC

Jim Whitten

Jim Whitten
Senior Consultant

X 

Jim Whitten or Rob Hernandez
Senior Consultant

ACCEPTED AND APPROVED

Authorized Representative Signature

Date

Printed Name/Title

ATTACHMENT A TERMS AND CONDITIONS

I. DEFINITION OF TERMS

- A. The Project – The completed installation defined by the Contract Documents including the design, all as described in the Consultant's Proposal.
- B. This Part of The Project – That portion of The Project for which the Consultant is to provide its professional roofing and/or waterproofing consulting services.
- C. Client – The entity named in the Consultant's Proposal.
- D. Consultant – Jim Whitten Roof Consultants, LLC
- E. Work – All work performed in connection with The Project other than services performed by the Consultant. Work is the portion of The Project that is the responsibility of the Contractor and its subcontractors.
- F. Services – Those professional roofing/waterproofing consulting services provided by the Consultant to the Client in connection with The Project. Such Services consist of both Basic Services and Additional Services as described in the Agreement Letter. It is clearly understood the Consultant is providing professional services only and is not providing nor participating in the provision of any product(s).
- G. Agreement – The Agreement Letter, these Terms and Conditions, the Hourly Rate Schedule, and any other attachments will be referred collectively as the "Agreement" between the Client and the Consultant.
- H. Contract Documents – The drawings, specifications, addenda, and change orders that define The Project.
- I. Special Consultants – Consultants or firms in specialized fields outside of Consultant's area of expertise who are retained through the Consultant to provide various services. The use of Special Consultants is subject to the acceptance by the Consultant to provide the services of such Special Consultants, and to the Client's written approval.
- J. Hazardous Materials – Any substances, including but not limited to asbestos; toxic materials; toxic or hazardous waste; PCBs; pollutants including any solid, liquid, gaseous, thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste; mold, mildew, or other microbial growth; combustible gases and materials; petroleum or radioactive materials (as each of these is defined in applicable federal statutes); or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

II. CONSULTANT'S RESPONSIBILITIES

- A. Standard of Care – Consultant will render Services under this Agreement in accordance with generally accepted professional practices using reasonable care and skill consistent with that ordinarily exercised by members of their profession under similar conditions of time and locale. Except as expressly provided for in this Paragraph II.A., Consultant makes no expressed or implied warranties as to its Services rendered under this Agreement, and any other expressed or implied warranties are expressly disclaimed and waived.
- B. Accounting Records – Consultant will maintain adequate accounting records pertaining to The Project and shall make them available to Client upon Client's request and at mutually convenient times.
- C. Excluded Services – Consultant will not obligate itself to provide any Services which, in the Consultant's professional opinion, are outside its area of expertise or are in violation of applicable codes or regulations.
- D. Insurance – For the period of design and construction of the Project until substantial completion, during which time the Consultant is providing Services to the Client, Consultant will secure and maintain in force policies of insurance in connection with Consultant's Services of The Project with limits of not less than those listed below:
1. Professional Liability (Negligent Errors and Omissions) – Limits of \$1,000,000 per claim and \$2,000,000 aggregate. The Consultant agrees to maintain this professional liability coverage for the period of design and construction of the Project, and for a period of one (1) year following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement "reasonably available" and "commercially affordable" shall mean that more than half the Consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.
 2. Commercial Umbrella Liability - \$2,000,000 combined, single limit.
 3. Non-Owned Automobile Liability - \$1,000,000 combined, single limit.
 4. Worker's Compensation – as required by statutory amount.
- The indicated coverages shall be subject to all of the terms, exclusions and conditions of the policies. If requested, Consultant will furnish Client a certificate evidencing that the required insurance is in effect. Insurance carried by Special Consultants will be subject to the approval of both Consultant and Client.
- E. Job Site Visits – Consultant will visit the project site as described in the Agreement Letter as Consultant determines is appropriate to the stage of construction for This Part of The Project to become generally familiar with the progress and quality of Work completed for This Part of The Project and to determine, in general, if the Work is consistent with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the Work for This Part of The Project. Consultant will provide written reports of observed defects and deficiencies, if any, to the Client following each Job Site Visit.
- The Consultant shall not be responsible for any acts or omission of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- The Consultant shall have the authority to recommend to the Client rejection of any Work that is not, in the judgment of the Consultant, in conformance with the Contract Documents. Neither this authority nor the Consultant's good-faith judgment to recommend rejection or not recommend rejection any Work shall subject the Consultant to any liability or cause of action to the Contractor, subcontractors or other suppliers or persons performing work on The Project.

F. Coordination with Special Consultants – Consultant will coordinate the Services provided by Special Consultants with the Consultant and with other Special Consultants.

III. CLIENT'S RESPONSIBILITIES

A. Access to Site – Client will furnish or obtain full and free access to all property as necessary for the performance of Consultant's Services under this Agreement.

B. Permits and Approvals – Client will furnish permits and approvals from all governmental authorities having jurisdiction over This Part of The Project and from others as may be necessary for completion of The Project.

C. Design Criteria – Client will timely furnish detailed information, design criteria, drawings, specifications, construction standards, and full information as to Client's requirements for The Project. Failure to provide the information or documentation when requested may result in the delay of the Project.

D. Reviews and Authorizations – Client shall receive and examine documents submitted by Consultant, interpret and define Client's policies and promptly render decisions and authorizations in writing to prevent unreasonable delay in the progress of Consultant's Services.

E. Client's Consultants – It is understood and agreed that the Client shall contract directly with other consultants to provide other services for The Project. The Client agrees that Consultant shall have no responsibility for any portion of The Project designed by other consultants engaged by the Client. The Consultant shall not be required to check or verify or consultants' contract documents or reports and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents or reports with applicable laws, codes, statutes, ordinances and regulations.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Client.

F. Insurance – Client represents and warrants that all other design professionals will be required to have or obtain professional liability and general liability insurance in amounts that at least equal the minimum amounts required of the Consultant (see section II.D.).

IV. PAYMENTS TO CONSULTANT

As set forth above in the Agreement Letter.

V. DOCUMENTS

A. Ownership – All documents, including Drawings, Specifications, computer files, electronic media, field data, calculations, notes, and other documents and instruments prepared or furnished by Consultant to Client pursuant to this Agreement are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including copyright thereto.

Whether or not the Project is completed, but subject to the provisions of this Article all such documents are instruments of professional service only and Consultant is not providing any product. Upon completion of the Services and payment in full of all monies due to Consultant, Client may retain copies of all such documents as its property. Such documents are not intended or represented to be suitable for reuse on extensions of the Project or on any other project. Any reuse of such documents without written verification or adaptation by Consultant for the specific purpose intended (for which Client shall pay Consultant compensation at rates mutually agreed upon) will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and Special Consultants against all claims, damages, losses, and expenses (including reasonable attorneys' fees, defense costs, and court costs) arising from or allegedly arising from or in any way connect with the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

B. Unauthorized Changes – The Consultant shall have no liability to the Client or others for changes made to the Consultant's documents or to the Project by the Client without the Consultant's prior written approval.

VI. LIABILITY LIMITATION

To the extent authorized under Texas law, Consultant shall have no liability to Client or to others for acts or omissions of the Contractor or any other persons performing Work on The Project; or for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions, in connection with the Work; or for Contractor's failure to carry out the Work in accordance with Drawings and Specifications prepared by Consultant; or for acceptance by the Client, its agents, subcontractors, or employees, of materials, equipment and/or workmanship over the objection of Consultant, its agents or employees if such materials, equipment or workmanship in question have been rejected in writing by Consultant, prior to the inclusion of same in The Project and Client shall fully notify Consultant in writing before Client, its agents, subcontractors, or employees accept anything without prior written approval of Consultant so that Consultant may timely object to such acceptance; or for any other reason beyond warranty of the use of reasonable professional skills in execution of the assignments covered by this Agreement. Furthermore, Consultant shall not be responsible for the defects or omissions in the Project or Work resulting from any deviation from Consultant's Services; or of the Contractors or subcontractors, or any of the contractors' or subcontractors' employee's, or that of any other persons or entities responsible for performing any of the Work result as contained in the construction contract for This Part of The Project.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's entire liability for Client's damages, failure to perform Consultant's Services according to the terms and conditions of this Agreement, or otherwise in connection with the Project to the fee paid to the Consultant, or \$50,000, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consultant will not be responsible for accuracy, completeness, errors, or omissions contained in the services provided by Special Consultants. Such Special Consultants are provided for the Client's benefit only, and are only retained through the Consultant for the Client's convenience. Consultant may rely on the services provided by Special Consultants to be accurate, complete, and free of errors and omissions.

This Agreement is made for the benefit of Client and Consultant only. Accordingly, no third party shall have any claim against either Client or Consultant by virtue of this Agreement of the Services rendered hereunder.

VII. HAZARDOUS MATERIALS

It is understood and agreed that in seeking the professional services of the Consultant under this Agreement, the Client is requesting the Consultant to perform Roofing and/or Waterproofing Consulting Services for the Client's benefit. Both parties agree that the Consultant has not been retained or compensated to provide any services (including but not limited to design or construction review services in the abatement, replacement, detection, identification, or removal of hazardous materials) related to the presence of any hazardous materials.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold the Consultant, its officers, partners, employees, and Special Consultants harmless from and against all claims, suit actions, demands, liabilities, losses, damages and expenses, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any hazardous materials in the Project, in materials used in the construction or modification of the Project, and arising from the presence of pollutants that exist on, about, or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

VIII. TERMINATION

As set forth above in the Agreement Letter.

IX. MISCELLANEOUS PROVISIONS

A. Assignment of Rights – Neither Client nor Consultant shall assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written consent of the other. Subject to the preceding sentence, this Agreement shall inure to the benefit of and shall be binding upon the successors, assigns and legal representative of each party. Subcontracting to Special Consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

B. Entire Agreement – This Agreement represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

C. Betterment – If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's contract documents, the Consultant 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 contract documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

D. Dispute Resolution – In the event of a dispute arising out of or relating to this Agreement or the Services rendered hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each part. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbonding mediation conducted in accordance with rules and procedure to be agreed upon by the parties.

If the steps indicated above cannot resolve any disputes, and arbitration or litigation is necessary, such action will be held in Austin, Travis County, Texas, without regard to its conflict of law provisions. The prevailing party to any dispute, including payment disputes, arising from this Agreement will be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, litigation or arbitration expenses, collection expenses, witness fees, court costs, attorneys' fees, and all other related expenses in such litigation.

In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Texas corporation, and not against any of the Consultant's individual employees, officers, or directors.

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Consultant's services are completed or terminated.

E. Interpretation – Limitations on liability, waivers and indemnities this Agreement are business understandings between the parties and shall apply to all legal theories or recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Consultant's sole or gross negligence or the Consultant's willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Consultant as a third-party defendant. "Parties" means the Client and the Consultant, and their officers, directors, partners, employees, subcontractors, and Special Consultants.

F. Force Majeure – Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, fires, war, natural disasters, strikes, lockouts, accidents or any other events beyond the reasonable control of the other party, its employees or agents.

G. Severability – In the event any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be valid and binding upon the parties.

H. Survival – Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties, including all limitations of liability, indemnifications, warranties, and representations, shall survive such completion or termination and remain in full force and effect until fulfilled.

I. Safety – Consultant has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods or temporary bracing. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and any Special Consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

J. Cost Estimates – Any opinion of the construction cost prepared by Consultant represents its best judgment as a design professional familiar with roofing, exterior wall and/or waterproofing work and is supplied for the general guidance of Client. Since Consultant has no control over cost of labor and materials, over competitive bidding, or other market conditions, Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

K. Value Engineering – If the Client retains the services of a Value Engineer (VE) to review the Contract Documents prepared by the Consultant, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Consultant's Services. The Client shall promptly notify the Consultant of the identity of the VE and shall define the VE's scope of services and responsibilities for the Consultant. All recommendations of the VE shall be given to the Consultant for review, and adequate time shall be provided for the Consultant to respond to the recommendations.

If the Consultant objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client requires the incorporation of changes in the Contract Documents to which the Consultant has objected, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Consultant and to indemnify and hold harmless the Consultant from any and all damages, liabilities or costs, including reasonable attorney's fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding, contract or other documents. The Consultant shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Consultant's time for performance of its services shall be equitably adjusted.

L. Instructions to Contractor – Consultant's instructions to the Contractors shall be issued in writing through the Client unless otherwise mutually agreed.

M. Titles – The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

N. Third-Party Beneficiaries – Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

O. Renegotiation – Lump sum and not-to-exceed Agreements will be subject to renegotiation at the Consultant's discretion if the duration of The Project is more than twenty-four (24) months.

P. Contingency - The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the Contract Documents prepared by the Consultant and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or is Special Consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

Q. Verification of Existing Conditions – Inasmuch as the remodeling and/or rehabilitation of the site requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the facilities, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and Special Consultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant. In addition, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing site, or from any deficiencies or inaccuracies in any information or documentation furnished to the Consultant by the Client.

R. Defects in Service – The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

END OF ATTACHMENT A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jim Whitten Roof Consultants, LLC
Austin, TX United States

Certificate Number:
2016-24788

Date Filed:
03/10/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

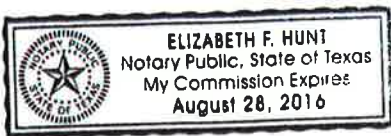
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

N/A
Roof Consulting Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Todd, Aaron | Austin, TX United States | | X |
| Hurst, Don | Austin, TX United States | | X |
| Whitten, Jim | Austin, TX United States | X | X |
| Hernandez, Robert | Austin, TX United States | X | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Robert Hernandez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Hernandez, this the 10 day of March, 2016, to certify which, witness my hand and seal of office.

Elizabeth F. Hunt
Signature of officer administering oath

Elizabeth F. Hunt
Printed name of officer administering oath

Administrator
Title of officer administering oath