

**PROFESSIONAL SERVICES AGREEMENT**

**BY AND BETWEEN**

**WILLIAMSON COUNTY, TEXAS**

**AND**

**PARSONS COMMERCIAL TECHNOLOGY GROUP, INC.**

## **PROFESSIONAL SERVICES AGREEMENT**

### **TABLE OF CONTENTS**

<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>	<b><u>PAGE</u></b>
<b>I.</b>	<b><i>Employment of the Architect/Engineer (A/E)</i></b>	<b>1</b>
<b>II.</b>	<b><i>Basic Scope of Services of the A/E</i></b>	<b>1</b>
<b>III.</b>	<b><i>Fee Schedule</i></b>	<b>2</b>
<b>IV.</b>	<b><i>Period of Service</i></b>	<b>3</b>
<b>V.</b>	<b><i>Coordination with the County</i></b>	<b>4</b>
<b>VI.</b>	<b><i>Review of A/E Work Product</i></b>	<b>4</b>
<b>VII.</b>	<b><i>Revision to A/E Work Product</i></b>	<b>5</b>
<b>VIII.</b>	<b><i>A/E's Responsibility and Liability</i></b>	<b>6</b>
<b>IX.</b>	<b><i>Ownership of Documents</i></b>	<b>8</b>
<b>X.</b>	<b><i>Maintenance of and Right of Access to Records</i></b>	<b>9</b>
<b>XI.</b>	<b><i>Miscellaneous:</i></b>	
	A. Severability	10
	B. Venue and Governing Law	10
	C. Equal Opportunity in Employment	10
	D. Certificate of A/E	10
	E. Notice	11
	F. Insurance Requirements	11
	G. Property Taxes	11
	H. Successors and Assigns	11
	I. Bidding Exemption	11
	J. Taxpayer Identification	11
	K. Compliance with Laws	11
	L. Reports of Accidents	12
	M. Definition of A/E	12
	N. Gender, Number and Headings	12
	O. Incorporation of Attachments	12
	P. Entity Status	12
	Q. Construction	12
	R. Independent Contractor Relationship	13
	S. No Waiver of Immunities	13
	T. Texas Public Information Act	13
	U. Acknowledgement	13
	V. Governing Terms and Conditions	13
	W. Entire Agreement	13
	<b>Signature Page</b>	<b>14</b>

TABLE OF CONTENTS (cont'd)

<b>EXHIBIT I</b>	<b><i>Compensation for Professional Services</i></b>
	<b>Attachment A – Notice to Proceed</b>
<b>EXHIBIT II</b>	<b><i>Fee Schedule</i></b>
<b>EXHIBIT III</b>	<b><i>Compensation for Additional Professional Services</i></b>
<b>EXHIBIT IV</b>	<b><i>Production Schedule</i></b>
<b>EXHIBIT V</b>	<b><i>Procedures for Termination or Suspension</i></b>
<b>EXHIBIT VI</b>	<b><i>Equal Opportunity in Employment</i></b>
<b>EXHIBIT VII</b>	<b><i>Insurance Requirements</i></b>
<b>APPENDIX A</b>	<b><i>Scope of Services</i></b>

## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS                   §  
   §  
 COUNTY OF WILLIAMSON       §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Parsons Commercial Technology Group, Inc. (**the "A/E"**).

WHEREAS, **County** plans to construct an Emergency Services Operations Center ("ESOC") which will house the 911 Emergency Communications Department and the Office of Emergency Management with adjoining ESOC that serves multiple jurisdictions and response agencies throughout Williamson County and the region (**the "Project"**);

WHEREAS, **County** desires to obtain professional architectural and engineering services for the **Project**;

WHEREAS, **A/E** has the professional ability and expertise to fulfill the requirements relating to the architectural and engineering services for the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **A/E** agree to the performance of the professional services by **A/E** and the payment for these services by **County** as set forth herein.

### **Section I Employment of the A/E**

**County** agrees to employ **A/E** and **A/E** agrees to perform professional architectural and engineering services for the **Project** as stated in the sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the **County's Executive Director of Emergency Services**. The **County's Executive Director of Emergency Services** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

### **Section II Basic Scope of Services of the A/E**

- A. In consideration of the compensation herein provided, **A/E** shall perform professional architectural and engineering services for the **Project**, which are acceptable to the **County**, based on standard architectural and engineering standard of care and practices of a professional organization providing the same or similar services in the location of the **Project** and based on the Basic Scope of Services described in this Section II. **A/E** shall also serve as

**County's** professional architect and engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **A/E's** services.

- B. **A/E** shall not commence work until **A/E** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County's Executive Director of Emergency Services** to proceed, as evidenced by a Notice to Proceed being substantially in the form of Attachment A to Exhibit I.
- C. **County** shall provide **A/E** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data, if any, which is in its possession relative to existing facilities and to this particular **Project** at no cost to **A/E**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County** so instructs **A/E**.
- D. **A/E** shall perform the following Basic Scope of Services (herein above and hereinafter collectively referred to as the "Basic Scope of Services" or "Basic Services"):
  - 1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the **Project**, including any Public Hearings, satisfactory to the **County** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
  - 2. As part of the Basic Scope of Services, **A/E** shall submit its **A/E Work Products** to **County** for review at regular intervals.
  - 3. The detailed Basic Scope of Services for the **Project** shall include the services set forth in Appendix A of this Agreement.

### **Section III** **Fee schedule**

- A. For and in consideration of the performance by **A/E** of the work described in the Basic Scope of Services, **County** shall pay and **A/E** shall receive the lump sum fee set forth in Exhibit I, which is attached hereto and made a part hereof. Requests for progress payments shall be submitted by **A/E** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Basic Scope of Services, **A/E** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. The fees for Additional Services shall be based on the hourly rates set forth in Exhibit II - Fee Schedule, which is attached hereto. In the event of any dispute over the classification of **A/E's** services as Basic or Additional Services under

this agreement, the decision of the *County* shall be final and binding on *A/E* subject to any civil remedies otherwise deemed appropriate by the parties hereto.

#### **Section IV Period of Service**

- A. *A/E* shall perform the professional services described in Section II above, the Basic Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the completion of the Basic Scope of Services, unless terminated earlier as provided for herein.
- C. Neither *A/E* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *A/E's* or *County's* reasonable control. Upon the discovery of such an event, *A/E* shall notify *County*, and attend a special meeting with the *County's Executive Director of Emergency Services* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *A/E* of written Notice of Reinstatement from *County*. *A/E*, upon receipt of a Notice of Suspension, shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *A/E's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *A/E* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard architectural and engineering practices and the Basic Scope of Services described herein and/or on the Exhibits attached to this Agreement), through no material fault of the terminating party; provided, however, the party seeking termination (the "non-breaching party") shall deliver written notice of any Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement) to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within seven (7) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within seven (7) business days, then and in that instance, the seven (7) business day period may be extended by the non-breaching party, so long as the

breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within seven (7) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement. In the event of termination of this Agreement because of the substantial failure of *A/E* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *A/E* shall be liable for any additional costs incurred by *County*. *County* may unilaterally terminate this Agreement for convenience (reasons other than substantial failure by *A/E* to perform) by delivering a written Notice of Termination which shall take effect on the tenth (10<sup>th</sup>) day following *A/E*'s receipt of same. *A/E* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice.

- F. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

#### **Section V Coordination with the County**

- A. The *County's Executive Director of Emergency Services* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County's Executive Director of Emergency Services* shall have complete authority to interpret and define *County's* policies and decisions with respect to *A/E's* services. The *County's Executive Director of Emergency Services* may designate representatives to transmit instructions and receive information.
- B. *A/E* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *A/E* shall not be obligated to develop additional data, appear at hearings (other than commissioners court hearings), or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- C. *A/E* shall cooperate and coordinate with *County's* staff, engineers and other surveyors and contractors as reasonable and necessary and as required by the *County*.

#### **Section VI Review of A/E Work Product**

- A. *A/E's* Work Product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings,

calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by *A/E* and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by *A/E* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Basic Scope of Services described herein) have been included in the A/E Work Product in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *A/E* within such 30-day period if such work product has been found to be incomplete.

- C. If the submission is complete, *County* shall notify *A/E* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *A/E*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the Basic Scope of Services. If necessary, the completed work shall be returned to *A/E*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that, in the *County's* opinion, substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *A/E* shall perform any required modifications, changes, alterations, corrections and additional work necessary to receive final approval by the *County*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final A/E Work Products, *A/E* shall without additional compensation perform any work required as a result of *A/E's* development of the products which are found to be in error or omission due to *A/E's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *A/E's* work products as complete, accepted, or approved under this Agreement, the decision of the *County* shall be final and binding on *A/E*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

## Section VII

### Revision to A/E Work Product

*A/E* shall make, without expense to *County*, such revisions to the A/E Work Product as may be



required to correct negligent errors or omissions so the A/E Work Product meets the needs of **County**, but after the approval of the A/E Work Product, any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **A/E** shall entitle **A/E** to additional compensation for such extra services and expenses, provided however, that **A/E** agrees to perform any necessary corrections to the A/E Work Product s, which are found to be in negligent error or omission as a result of the **A/E's** development of the A/E Work Product , at any time, without additional compensation. If it is necessary due to such error or omission by **A/E** to revise the A/E Work Product s, **A/E** shall do so without additional compensation. As stated above, in the event of any dispute over the classification of **A/E's** services as Basic or Additional Services under this Agreement, the decision of the **County** shall be final and binding on **A/E**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

### Section VIII **A/E's Responsibility and Liability**

- A. **A/E** covenants to undertake no task in which a professional license or certificate is required unless it or someone under its direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **A/E** shall inform **County** of such event within five working days.
- B. **A/E** shall be responsible for conformance with applicable federal and state laws, county and/or city permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County's Executive Director of Emergency Services** regarding county requirements properly waivable by the **County**.
- C. Acceptance and approval of the final A/E Work Products by **County** shall not release **A/E** of any responsibility or liability for the accuracy and competency of its A/E Work Products or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in the A/E Work Products or other documents prepared by **A/E**.
- D. EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE **COUNTY OR OTHER PARTIES FOR WHOM THE A/E IS NOT LEGALLY LIABLE**, **A/E** HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE **COUNTY** HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF **A/E** IN CONDUCT OF THIS AGREEMENT, AS FOLLOWS:

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, **A/E** EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY **A/E** AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE)

THAT IS SUFFERED BY THE **COUNTY** AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE **COUNTY** AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF **A/E**, REGARDLESS OF WHETHER SUCH LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE **COUNTY**. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE **COUNTY** AND ITS EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO **A/E**'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY **A/E** (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE **COUNTY**'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE **COUNTY** SUBMITS NOTICE OF A CLAIM THAT INITIATES THIS INDEMNITY, **A/E** SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION AT ITS OWN COST AND EXPENSE.

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, **A/E** WILL INDEMNIFY AND SAVE THE **COUNTY** AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF **A/E** IN THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE **COUNTY** AND ITS OFFICERS AND EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO **A/E**'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY **A/E** (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE **COUNTY**'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE **COUNTY** SUBMITS NOTICE, **A/E** SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT SHALL NOT LIMIT **A/E**'S OBLIGATIONS UNDER THIS PROVISION. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT OR THE SUSPENSION OF THE SERVICES HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE **COUNTY** OR THIRD PARTIES FOR WHOM **A/E** IS NOT LEGALLY LIABLE, **A/E**'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE **COUNTY**'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE **COUNTY** TO ENFORCE THIS INDEMNITY OBLIGATION.

IN NO EVENT SHALL **A/E** OR ITS SUBCONTRACTORS OR VENDORS OF ANY TIER BE LIABLE IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO, LOSS OF PRODUCT,

LOSS OF ANTICIPATED PROFITS OR REVENUE, NON-OPERATION OR INCREASED EXPENSE OF OPERATION OF OTHER EQUIPMENT OF SYSTEMS, COST OF CAPITAL, OR COST OF PURCHASED OR REPLACEMENT EQUIPMENT OR SYSTEMS.

- E. *A/E* shall perform all services and responsibilities required of *A/E* under this Agreement using at least that standard of care which a reasonably prudent architect and/or engineer in Texas, who is licensed or registered by the Texas Board of Architectural Examiners and/or Texas Board of Professional Engineers, as applicable, would use in similar circumstances.
- F. *A/E* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *A/E* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *A/E* and professional personnel but such approval shall not be unreasonably withheld.
- G. All employees of *A/E* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *A/E*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County's Executive Director of Emergency Services's* request be immediately removed from association with the *Project*.
- H. *A/E* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- I. *A/E* shall place its Texas seal(s) of endorsement on all *A/E* Work Product and architectural/engineering data furnished to *County*.
- J. *A/E* is an independent contractor under this Agreement. Neither it, nor any officer, agent or employee of *A/E* shall be classified as an employee of *County*.

#### Section IX Ownership of Documents

- A. Any and all *A/E* Work Products, including the original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, surveys, sketches, schematics and any other data prepared by *A/E* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County's Executive Director of Emergency Services*, shall be delivered to *County* in an organized fashion with *A/E* retaining a copy.
- B. Any reuse by *A/E* of any such documents described in subsection A above, without the specific written consent of *County*, shall be at *A/E's* sole risk and without liability or legal

exposure to **County**. Should **A/E** be terminated, **A/E** shall not be liable for **County's** use of partially completed **A/E** Work Products for this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **A/E**, as specified by professional standards.

- C. **A/E** will not be responsible for any use or any modifications to the documents described in subsection A performed by any entity other than Williamson County, and **County's** respective surveyors and contractors, without the specific written consent of **A/E**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

### Section X Maintenance of and Right of Access to Records

- A. **A/E** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **A/E** further 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 **A/E**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions provided that there will be no financial audit of any lump sum amount, **A/E's** fixed rates or unit rates or fixed percentages. **A/E** agrees that **County** shall have access during normal working hours to all necessary **A/E** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **A/E** reasonable advance notice of intended audits.
- C. **A/E** further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subcontractor, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give subcontractor reasonable advance notice of intended audits.
- D. **A/E** and its subcontractor agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **A/E** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

**Section XI**  
**Miscellaneous**

- A. **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.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *A/E* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of A/E.** *A/E* certifies that neither *A/E* nor any members of *A/E's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *A/E*) to solicit or secure the work provided by the Agreement.
  - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
  - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *A/E*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

*A/E* further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

A/E: William Turner,  
Senior Vice President  
1900 West Loop South Suite 400  
Houston, Texas 77027

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

with copy to: Mr. John Sneed  
Executive Director Emergency Services  
303 Martin Luther King  
Georgetown, Texas 78626

- F. **Insurance Requirements.** *A/E* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *A/E* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *A/E* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *A/E* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *A/E* and their respective successors, executors, administrators, and assigns. Neither *County* nor *A/E* may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *A/E* shall provide to *County's Executive Director of Emergency Services* upon submittal of *A/E's* initial request for payment requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

- K. ***Compliance with Laws.*** *A/E* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *A/E* shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. ***Reports of Accidents.*** Within 24 hours after *A/E* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *A/E*), whether or not it results from or involves any action or failure to act by the *A/E* or any employee or agent of the *A/E* and which arises in any manner from the performance of this Agreement, the *A/E* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *A/E* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *A/E*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *A/E*'s performance of work under this Agreement.
- M. ***Definition of A/E.*** *A/E* means a person registered as an architect pursuant to Chapter 1051 of the Texas Occupations Code, as a landscape architect pursuant to Chapter 1052 of the Texas Occupations Code, and/or a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code, or a firm retained by Williamson County to provide professional architectural and/or engineering services and exercising overall responsibility for the architectural and engineering services for the **Project**.
- The architectural, civil, structural, mechanical, electrical and other engineering portions of the **Project** shall be planned and designed by or under the immediate supervision of Texas licensed architects or engineers who have the requisite expertise in the particular discipline involved.
- N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that *A/E* is a Delaware corporation duly authorized to transact and do business in the State of Texas.

- Q. **Construction.** Each party hereto 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.
- R. **Independent Contractor Relationship.** Both parties hereto, 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.
- S. **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.
- T. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- U. **Acknowledgement.** As a duly authorized representative of **A/E**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **A/E** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- V. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- W. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **A/E** and supersedes all prior negotiations, representations, or agreements, either



oral or written. This Agreement may be amended only by written instrument signed by both **County** and **A/E**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

**A/E:**

PARSONS COMMERCIAL TECHNOLOGY  
GROUP, INC.

BY: 

Printed Name: DAN ALEXANDER

Title: VICE PRESIDENT

**COUNTY:**

WILLIAMSON COUNTY, TEXAS

BY: 

Printed Name: Lisa L. Birkman  
Dan A. Gattis

Title: Williamson County Judge Commissioner  
Pct. 1

Reviewed as to Form By:

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

\_\_\_\_\_  
Assistant County Auditor

## **EXHIBIT I**

### **COMPENSATION FOR PROFESSIONAL SERVICES**

#### **LUMP SUM FEE**

##### **SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The lump sum fee for the performance of the Basic Scope of Services described in the Agreement and all reimbursable expenses shall be the sum of \$272,700.00.

##### **SECTION 2 - NOT-TO-BE-EXCEEDED AMOUNT**

- 2.1 *A/E* and *County* acknowledge the fact that the lump sum fee is the total costs of services to be rendered and the total cost of reimbursable expenses to be paid by *County* under this Agreement.

##### **SECTION 3 - NOTICE TO PROCEED AND SUPPLEMENTAL WORK AUTHORIZATIONS**

- 3.1 *County* will prepare and issue a Notice to Proceed, in the form identified and attached hereto as Attachment A, to authorize the *A/E* to perform the Basic Scope of Services. The executed Notice to Proceed shall become part of this Agreement. Work included in a Notice to Proceed shall not begin until *County* and *A/E* have signed the Notice to Proceed.
- 3.2 Any changes in the Notice to Proceed shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties. The *A/E* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

##### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *A/E* shall be compensated for extra services not included in the Basic Scope of Services, as described in Section II of the Agreement, on the basis specified in Exhibit III; however, *A/E* shall not be compensated for work made necessary by *A/E's* negligent errors or omissions.

##### **SECTION 5 - PROGRESS PAYMENTS AND REQUIRED DOCUMENTATION**

- 5.1 *County* shall make progress payments monthly as the work proceeds on estimates of the services accomplished, which is approved by the *County*. *A/E's* request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of the services required by the Agreement covered by the payment requested.
- (ii) A listing of the amount included for services performed by each of *A/E*'s subcontractors or subconsultants.
- (iii) A listing of the amounts previously paid.
- (iv) Additional supporting data in a form and detail required by the *County*.

Along with each of the request for progress payments, *A/E* shall furnish the following certification, or payment shall not be made:

I hereby certify that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the Agreement;
- (2) All payments due to subcontractors, subconsultants and suppliers from previous payments received under the Agreement have been made, and timely payments will be made from the proceeds of the payment covered by this certification; and
- (3) This certification is not to be construed as final acceptance of a *A/E*'s performance of the services under the Agreement.

Any progress payment under this Agreement will be made at the sole discretion of the *County* and, if the *County* considers that *A/E* has failed to perform any of its obligations under the Agreement, it may, wholly or in part, withhold progress payments or recover from the *A/E* any progress payment already made, or both. The making of any progress payment shall in no way reduce the liability of the *A/E* to carry out its obligations under the Agreement.

*A/E* shall submit the above described request for progress payment and certification no later than the tenth (10th) day of a calendar month for services rendered in the prior calendar month. Such requests shall be submitted to the following *County* representative at the following address:

Mr. John Sneed  
Executive Director Emergency Services  
303 Martin Luther King  
Georgetown, Texas 78626  
jsneed@wilco.org

Each progress payment shall be made by the *County* to the *A/E* on undisputed amounts pursuant to Chapter 2251 of the Texas Government Code. Specifically, each progress payment shall be made by the *County* to the *A/E* on undisputed amounts within thirty (30) days of *County*'s receipt of *A/E*' request for progress payment. Interest charges for any late payments shall be paid by *County* in

accordance with Texas Government Code Section 2251.025. The rate of interest that shall accrue on a late payment is the rate in effect on September 1<sup>st</sup> of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1<sup>st</sup> 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 payment request, such as an incorrect amount or a lack of documentation that is required to be attached to such request, **County** shall notify **A/E** of the discrepancy. Following **County's** notification of any discrepancy, **A/E** must resolve the discrepancy and resubmit a corrected or revised request, which includes all required support documentation, to **County**. **County** shall pay the progress payment request within thirty (30) days from the date of its receipt of the corrected or revised request. **County's** payment of a payment request that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the **County's** receipt of the corrected or revised request.

- 5.2 Upon submittal of **A/E's** initial request for payment, **A/E** shall provide **County's Executive Director of Emergency Services** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate request for payment of such work will be presented with the same requirements for supporting documentation as in this Section 5 of this Exhibit.

**ATTACHMENT A**  
**NOTICE TO PROCEED**

This Notice to Proceed is made pursuant to the terms and conditions of the Professional Services Agreement (the "Agreement") entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "**County**") and Parsons Commercial Technology Group, Inc. (the "**A/E**").

**Part 1.** The **A/E** shall proceed with providing the architectural and engineering services described in Section II – Basic Scope of Services of the Agreement.

**Part 2.** The maximum amount payable for services and reimbursable expenses under this Notice to Proceed without modification is \$272,700.00.

**Part 3.** Payment to the **A/E** for the services established under this Notice to Proceed shall be made in accordance with the Agreement.

**Part 4.** This Notice to Proceed shall become effective on the date of **County's** execution hereof and the work subject hereof shall be completed in accordance with the Production Schedule set forth in the Agreement.

**Part 5.** This Notice to Proceed does not waive the parties' responsibilities and obligations provided under the Agreement.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**County:**  
Williamson County, Texas

By: \_\_\_\_\_  
John Sneed

Title: Williamson County's Executive  
Director of Emergency Services

**EXHIBIT II**

**FEE SCHEDULE**

<b>PARSONS</b>	<b>RATE</b>
Project Executive	150.00
Senior Project Manager	100.00
Project Manager/Project Architect	85.00
Architect	75.00
Interior Design Specialist	60.00
Financial Coordinator	45.00
Sr. Supervising Mech. Engineer	150.00
Sr. Supervising Struc. Engineer	135.00
Principal Architect Shell Hardening	120.00
Mechanical Engineer	95.00
Principal Electrical Engineer	150.00
Electrical Engineer	110.00
 <b>LEACH MOUNCE ARCHITECTS</b>	 <b>RATE</b>
Principal in Charge	150.00
Project Manager	150.00
Project Architect	150.00
Specifications/Designer/ID/Field Admin.	125.00
Technical II – Intermediate CADD Operator	80.00
Support III – Controller	120.00
Support I – Clerical & General Office	55.00
 <b>SHEN MILSON WILKE</b>	 <b>RATE</b>
Principal	150.00
Senior Associate	145.00
Associate	115.00
Staff Consultant	110.00
 <b>MOMAN ARCHITECTS</b>	 <b>RATE</b>
Principal	135.00
Administrative/Clerical	55.00
 <b>BAKER-AICKLEN</b>	 <b>RATE</b>
Sr. Project Manager	150.00
Project Manager	140.00
Sr. Project Engineering/Surveying/GIS Coord.	125.00
Project Engineering/Surveying GIS Coord.	100.00
Administrative Assistant	55.00

<b>BWM</b>	<b>RATE</b>
<b>Principal Planner/Landscape Architect</b>	<b>150.00</b>
<b>PM Planner/Landscape Architect</b>	<b>125.00</b>

### **EXHIBIT III**

#### **COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. For the performance of work not described in the Basic Scope of Services of the Agreement, **County** shall pay and **A/E** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
2. The performance of any additional services must be authorized in writing in advance by the **County**.
3. In the event of any dispute over the classification of **A/E's** services as either Basic or Additional Services, the decision of the **County** shall be final and binding.



## **EXHIBIT IV**

### **PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved and executed by **County** and will remain in full force and effect as set forth in the Agreement, unless terminated earlier as provided for herein. **A/E** shall perform and complete all work as described in Section II of the Agreement and being defined therein as the Basic Scope of Services in accordance with the Production Schedule below.

The number of days expiring from the date of submittal to **County** of a complete **A/E** Work Product to the date the review is finished and comments returned to **A/E** shall not be included within the time allowed for completion.

The draft final report, draft preliminary cost estimates and a draft of all exhibits (the draft **A/E** Work Products) shall be submitted to the **County's Executive Director of Emergency Services** for review no later than one hundred thirty (130) days from the **County's** Notice to Proceed date.

The Final Report, preliminary cost estimates and all final exhibits (the final **A/E** Work Products) shall be submitted to the **County's Executive Director of Emergency Services** for Williamson County Commissioner's Court review and approval no later than one hundred ninety (190) days from the **County's** Notice to Proceed date. The final report, preliminary cost estimates and exhibits, which are also referred to in the Agreement as the **A/E** Work Products, are to have addressed all comments received from the **County**.

## **EXHIBIT V**

### **PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *A/E* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *A/E* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *A/E* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed *A/E* Work Products prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *A/E* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *A/E* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *A/E* of any and all rights or claims to collect the fee that *A/E* may rightfully be entitled to for services performed under this Agreement.

Procedures for *A/E* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *A/E* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed *A/E* Work Products prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *A/E* unless requested by *County*.
2. During the period of suspension, *A/E* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *A/E* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *A/E* exercises such right to terminate, within thirty (30) days after receipt by *County* of *A/E's* Notice of Termination, *A/E* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed A/E Work Products shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *A/E* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *A/E* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *A/E* of any and all rights or claims to collect the fee that *A/E* may rightfully be entitled to for services performed under this Agreement.

## **EXHIBIT VI**

### **EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. *A/E* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *A/E* 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. *A/E* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *A/E* will, in all solicitations or advertisements for employees placed by or on behalf of *A/E*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. *A/E* will send to the labor union representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of *A/E's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. *A/E* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- E. In the event of *A/E's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *A/E* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- F. *A/E* will include the provisions of paragraph (A.) through (E.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *A/E* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event *A/E*

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *A/E* may request *County* and United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT VII**  
**INSURANCE REQUIREMENTS**

*A/E* shall place and maintain the following insurance during the term of this Agreement:

- A. Workers' Compensation and Employer's Liability Insurance • Workers Compensation in compliance with the applicable state and federal laws • Employer's Liability Limit \$1,000,000
- B. Commercial General Liability Insurance including Blanket Contractual, XCU\* Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury. \*Explosion, Collapse and Underground
- C. Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.
- D. Architects & Engineers Professional Liability Insurance affording, professional, liability, if any, to a combined single limit of \$1,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

*A/E* shall not commence any of the services under this Agreement until it has obtained all required insurance and such insurance has been approved by **County**. *A/E* shall not allow any subcontractor(s) to commence the services to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by **County** shall not relieve or decrease the liability of *A/E* hereunder.

The required insurance must be written by a company approved to do business in the State or 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. *A/E* shall furnish **County** with a certification of coverage issued by the insurer. *A/E* 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.

It is the intention of the **County** and agreed to and hereby acknowledged by *A/E*, that no provision of this Agreement shall be construed to require the **County** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

## **APPENDIX A**

### **SCOPE OF SERVICES**

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

**General:** The site should be planned considering the construction of the first phase of an ESOC, an expansion of the ESOC, a communications tower, an office building for additional Emergency Services staff not contained within the ESOC or its expansion and a combined EMS / Warehouse wireless communications Building.

**County** has attached three current site locations to this Scope of Services that are to be considered and evaluated. In addition to the technical analysis of each site, which is further described in this Scope of Services, each site shall be evaluated and appraised to determine its highest and best use. Each site should be evaluated to determine the tax income impacts to the County, City of Georgetown and school district if the properties are sold and returned to the tax roles.

***Project Management - A/E***

- Meet with project leadership team and establish project goals and objectives for the programming phase and for future design and construction,
- Develop programming schedule showing dates for interviews, planning, documentation, and reports,
- Interview appropriate staff contacts (e.g., established Building Committee, designated departmental representatives, other representatives as appropriate with experience in specific areas pertaining to the project) to identify functional, operational, and aesthetic concerns and requirements,
- Develop space and adjacency requirements for each user occupant (including room use, size, occupant, affinity relationships, floor diagrams, furniture and equipment lists, specific HVAC needs, specific utility requirements, and special acoustic considerations),
- Establish scope of site work appropriate for the building construction in terms of pedestrian and vehicular access, landscaping, and hardening,
- Develop planning and supporting requirements for the buildings (including equipment requirements and building support),
- **A/E** shall meet with **County** staff and other entities involved in the project to determine needs, including spatial, and develop building program(s) for projected needs.
- Comparative site evaluations between various currently owned **County** properties and determine best possible site to develop Master Site Plan. The three current site locations are attached to this Scope of Services. The **County** reserves the right to add additional sites to be evaluated as a part of the Scope of Services,
- Coordinate Site Selection with **A/E** Team and **County**,
- Prepare preliminary estimate of construction cost,
- Prepare preliminary estimate of Furnishings, Fixtures & Equipment (FF&E),
- Work with local government bodies, cities, and local utilities in relation to the Project,
- Create project schedule with benchmarks and key dates for approvals and deliverables.



- Complete the final Needs Assessment Report with an Executive Summary that states the attributes of the project including department/space summaries, recommendations for scope of work, phasing, preliminary project costs based on the phasing, and next steps for implementation. Provide 10 bound hard copies and 10 electronic CD copies of Report to *County*,
- Provide up to three (3) separate presentations to *County* Project Management Team and *County* Executive Steering Committee.

#### ***Hardened Facility Shell – A/E***

This initial exercise will consist of determining a Basis of Design, Design Criteria and Scope Definition for the Hardened Facility Design. The extent and level of building hardening will be defined during this phase. Questionnaires will be prepared and distributed and a kick-off meeting will be held to review completed questionnaires. Interviews will be conducted with key staff.

Techniques for prevention, mitigation and redundancies will be discussed and explored. Problems will be sought and defined during this phase.

Deliverables for this phase include a narrative which defines the Basis of Design, the criteria for facility hardening design, and a rough order of magnitude (ROM) cost estimate.

Design criteria will be developed based on a generic site in this phase. The criteria will be revised for site specific conditions later when the site has been selected.

#### ***Structural Engineering – A/E***

The first phase of this project includes a kick-off meeting with the client. In this meeting, the Client will be interviewed to obtain information necessary for the development of the Basis of Design, the Design Criteria, and Scope Definition.

With the information obtained in the kick-off meeting and subsequent teleconferences, we will develop and write the criteria for the subsurface exploration.

This criteria will be issued by the Client to procure the services of a geotechnical engineer to perform the investigation. The resulting report will be used in later phases for the site and foundation designs.

In addition and with the input of the Client, we will develop a clear definition of the extent and level of building hardening that will be required for this project. This will include the definition of the design loads that will be used later in the structural design phase of the project. The design criteria developed in this phase will be for a generic site. The criteria will be revised as required later when a specific site is known. A rough order of magnitude cost estimate will be prepared based upon the criteria developed in this phase of the project.

Our deliverable for this phase of the work will be a narrative which defines the Basis of Design, the structural design loads, the criteria for the subsurface investigation, and a rough order of magnitude cost estimate.

#### ***Electrical Engineering – A/E***

The first phase will include meetings and discussions with the client to determine the electrical requirements for the ESOC. The electrical service and power distribution system will then be defined and a layout will be provided indicating the proposed size of the electrical equipment rooms and placement of the large equipment. Requirements for a standby generator and UPS power will also be defined.

The lighting system will be described including exterior, interior and emergency lighting criteria. The grounding, fire alarm, and communications systems will also be defined. The technical descriptions of the systems and electrical layout sketch will be prepared in a Basis of Design

document and delivered to the client.

#### ***Mechanical Engineering – A/E***

The first phase will include meetings and discussions with the client to determine the mechanical requirements for the ESOC. All mechanical utility requirements will be discussed with the stakeholders, an analysis of redundancy required will be conducted. Criteria for functions related to mechanical utilities will be defined such as how many days of fuel storage will be required, if a back up water well is required, what temperatures will be maintained in various areas of the building, if chilled water back-up storage via a storage tank will be part of the project, etc.

Threat assessment and natural disaster risk will be considered in locating critical utility components. Availability of existing utilities from the public utility suppliers will be assessed. Square footages required to house the utilities will be incorporated into the programming document.

#### ***Telecomm, Information Systems, Audiovisual, Acoustical***

##### ***Shen Milson & Wilke (SM&W)***

SM&W shall provide the following consulting services for the project.

Telecommunications Infrastructure/Cable Plant Design Services: SM&W will conduct user interviews, and based upon this information will develop infrastructure and cabling requirements for the building.

Information Systems Design Services: SM&W will provide a needs assessment for the numerous technologies, equipment vendors and service providers for the voice and data systems.

Audiovisual Consulting Services: Services will be comprised of conducting interviews, analyzing needs, and generating a report of findings, recommendations, and preliminary budgets for the audiovisual systems.

Acoustical Consulting Services: SM&W will work together with *A/E* and the project design team to ensure that the acoustic environment for the ESOC is appropriate and properly isolated from adjacent spaces.

#### ***Telecommunications Infrastructure Consulting Services***

Meet with selected *County* personnel and design team staff to fully define the telecommunications systems and services likely to be implemented in the new ESOC facility (incoming telecommunications services, telephone systems, data networks local and wide area, etc.). The review will include the physical spaces and pathway facilities to support these systems, including technology equipment rooms, backbone cable pathways, horizontal cable distribution methods and workstation termination methods.

Prepare and issue a "Design Guidelines for the Telecommunications Infrastructure" report which will include the following recommendations for the project:

- Size and fit-out of technology rooms within the building (telecommunications service entrance rooms, PBX/communications room, telecommunications closets, server rooms, etc.).
- Recommendations for backbone cable pathways between technology rooms, and from the technology rooms to the various telecommunications outlet locations.
- Criteria for power and equipment loads for technology rooms.
- Preliminary budget estimates for provision and installation of cabling system.
- Recommendations and guidelines will be based on:
  - Owner technology design standards and practices,

- TIA-569-B - "Commercial Building Standard for Telecommunications Pathway and Spaces."
- TIA 568-B - "Commercial Buildings Telecommunications Cabling Standard."
- TIA J-STD-607-A - "Commercial Building Grounding and Bonding Requirements for Telecommunications."
- TIA/EIA-606-A - "Administration Standard for the Telecommunications Infrastructure of Commercial Buildings."
- Assist with site selection by reviewing information obtained by SM&W regarding IT service providers, redundancy of providers, building location regarding rooftop dishes, antennas, etc
- Review report with *A/E* and the design team and revise as needed.

***scope of work – INFORMATION SYSTEMS Consulting Services***

SMW shall provide a needs assessment for the numerous technologies, equipment vendors and service providers, as well as define the IS vendors' scope.

SM&W will provide Information Systems consulting for this project consisting of:

- PABX Voice Systems
- E911 Systems Coordination
- Motorola Radio Dispatch Systems Coordination
- Local and Wide Area Transport Systems (Infrastructure switching and routing)
- Wireless Internetworking Design (unlicensed wireless transport technologies capable of voice, data and video transmission)
- Other converged systems

During this phase, SM&W will assess the ESOC 's requirements as they impact the design of the project. From this, we will identify key design criteria and goals that the project team will use to guide the development of the appropriate systems. Criteria to be established include all inbound and outbound voice and data systems, LAN, WAN and interoperability with other converged systems such as AV, Security and BMS systems, as appropriate.

SM&W will prepare a document that will include an outline description of the proposed IS systems as well as documentation of any studies undertaken during this phase. We will review the project budget as developed by others and assist in value engineering.

- Interview key personnel regarding the needs of the **County** and system requirements and continue dialog with project team to refine the business processes and selected IT solutions.
- Review existing systems and applications currently in use
- Assess any specialty application software requirements as they relate to integration with the existing communication systems as well as the requirements for networking between sites
- Identify space allocations for the new location.
- Preliminary logical system(s) flow diagrams for critical major systems including LAN, WAN and Voice systems.

- Coordinate needs assessments with other consultants as necessary to ensure the IS needs are met
- Provide an IS Needs Assessment Report identifying IS systems objectives, impact on existing infrastructure scope, proposed solutions and future technology direction and vision for review by the client.
- Meet with current systems vendors such as Motorola, with Capital Area Council of Government (CAPCOG), plant CML, etc.

***scope of work – Audiovisual Consulting Services***

Conduct interviews with designated ESOC personnel to determine the nature and extent of the audiovisual facilities and systems required. These interviews are intended to be a dialogue to exchange information and to discuss day one and future applications and technologies for which provisions should be made.

Prepare an Audiovisual Program Report. The report will include:

- List of audiovisual spaces. Describe how the spaces will be used, the number of participants and the furniture arrangements required.
- Systems capabilities descriptions. A delineation of systems capabilities that should be considered for a room, or room type. The information, in outline format, will be presented in terms of screen, projection, audio, control, and video display capabilities. A distinction will be made between capabilities that we recommend be dedicated or for which only future provisions should be made.
- Preliminary planning budget estimates. Estimates to reflect the cost of equipment and installation by a systems contractor. This preliminary budget information is presented in matrix format according to each major system and will be used in developing costs for the project.

Based on Team/Client discussions, we will provide one (1) revision of our report and budgets for final approval.

Once this program and budget are formally approved, they will be used as design guidelines for the design that follows.

***scope of work – acoustical consulting services***

Define the acoustical design criteria for the project. Acoustical design criteria will be established in the following categories:

- Maximum permissible background noise levels in terms of NC (Noise Criterion) ratings due to the operation of HVAC systems, plumbing, electrical and elevator systems.
- Acoustic separation between different spaces categories in terms of STC ratings, to achieve speech privacy and noise isolation.
- Optimum reverberation time criteria for special function spaces such as any conference rooms.
- Impact noise IIC ratings of floor slabs and floor finishes for control of impact noise transmission between vertically adjoining spaces.

***Specialized Public Safety Design – Leach Mounce***

We will meet with your planning committee to discuss key project goals such as the following:

1. Identify essential function requirements
  - Program functions
  - Forecast staff growth
  - Current and future space needs
  - Special architectural and equipment requirements
  - Adjacency relationships
2. Plan for a community-friendly facility
  - Community input
  - Public image
3. Program lasting value to client
  - Durability and low maintenance
  - Flexibility for change and growth
  - Efficient staffing
  - Staff amenities for less employee turnover
  - Protection from liability
4. Program for security
  - Access control and security zones
  - Hardening of site, building and systems against man-made and natural disaster
5. Respond to site
  - Separation of traffic: visitor, staff and service
  - Local environmental conditions: sunlight, vegetation, weather, traffic, radio reception
  - Neighborhood scale, architectural design and community regulations and preferences
6. Determine use of existing structures if appropriate
  - Program fit
  - Cost effectiveness
  - Expansion capabilities
7. Provide usable documentation of the space needs analysis
  - Solid basis for financing, architectural design and interior planning
  - Basis for budget and schedule
  - Must withstand public scrutiny

#### ***Initial Groundwork***

We will also introduce our project team and prepare appropriate questionnaires for your staff.

- Project team
- Questionnaire preparation
- Questionnaire distribution

- General programming strategy
- Gather data

### **Conduct Kick-Off Meeting**

We will conduct a kick off meeting to exchange information and hear each individual's hopes, needs and concerns.

- Introduce team members
- Provide orientation
- Refine project scope
- Confirm responsibilities of project team members
- Establish project schedule
- Long-term goals discussed
- Information required
  - property surveys
  - previous reports
  - population projections
  - space standards
  - building and zoning codes
  - calls for service statistics

### **Interviews**

Interviews of key staff for each department will be conducted.

- Review completed questionnaires
- Conduct individual and group interviews
- Staff Projections and Parking Requirements

Organization structure, staffing and parking will be determined for both current and 20 year needs.

- Staff projections
  - move-in (5 year)
  - 20-year future time
  - analysis of population growth and calls for service trends
  - future program changes
  - demographics
- Parking requirements
  - based on staff projections

- current and future parking requirements
- change of shift pattern
- public, staff, official and service vehicles

### **Meeting Notes**

Meeting minutes including issues that need to be resolved will be maintained and submitted to the project manager.

- Findings from questionnaire responses
- Interview notes for review
- Description of basic program functions
- Summaries of design criteria
  - security
  - equipment
  - support spaces
  - site needs
- Unresolved issues requiring further discussion

### **Detailed Programming**

Based on all the previous information and tasks, space needs charts will be produced.

- Space needs database
  - area charts for both move-in and 20-years
  - staffing for each space
  - detailed to level of individual workstations
  - designate furniture and equipment
- Allowances for departmental circulation
- Gross-up factors
  - building structure
  - mechanical systems
  - vertical circulation
- Opportunities for centralized, consolidated, or shared facilities

### **Adjacency Diagrams**

In order to visualize the best space relationships, adjacency diagrams will be drawn.

- Optimum relationships

- Relative sizes of programmed areas
- Circulation patterns
- Security zoning
- Spatial working relationship versus organizational relationships
- Diagrams approximately to scale for easier transition to preliminary design

### **Design Guidelines**

We will address the following design issues:

- Objectives
- General Building
- Site and Parking
- Systems
- Threat Assessment
- Security and Facility Hardening
- Codes and Guidelines

### **Preliminary Findings**

We will provide a draft of the preliminary statement of needs.

- Work session to discuss preliminary findings
- Client review

### **Budget Estimate**

The information assembled in previous tasks enables us to do a project budget estimate.

- Based on all previous analysis, funding, alternatives and studies
- Breakdown as follows:
  - Building Construction
  - Site Improvements
  - Off site Improvements
  - Furniture and Equipment
  - Communications and Security Systems
  - Architectural & Engineering Costs
  - Contingency
  - Site or Building Acquisitions

### **Report**

A draft report will be provided for your review and comment from which the final report will be published.



- Final report with revisions from Client and LMA review

### **Site Selection Criteria and Analysis**

We will provide site analysis services to evaluate and rank the sites based on appropriate criteria such as:

- Fulfill design objectives
- Defensible against outside attack
- Two ways in and out of secure parking
- Parking for officials, staff at shift change and visitors
- Helicopter access
- Safe from natural disaster, including flood, earthquake, storm
- Safe from man-made disasters including explosion, fire, vehicle invasion, contamination and adjacent hazards
- Radio reception
- Traffic including potential blockage
- Economic impact
- Aesthetic impact
- Cost of site, relocation, demolition, decontamination, and development
- Existing building compatibility
- Utility and street availability
- Ability to convert to and sustain response to crisis conditions
- Facility expansion capability
- Distance from fueling and other support facilities
- Distance from center of service area
- ADA, code and zoning requirements
- Fulfill DOD Unified Facilities Criteria for stand off distance and CALEA, NFPA 1221, FEMA 426 and 452, NENA and NIOSH Standards for site planning and facility hardening

### ***Site Selection – Moman Architects***

Below are the tasks for site selection:

- Initial Kickoff, attendance at one team and one client meeting
- Interviews, attend and participate in the stakeholder interviews, + Preparation, assist with the preparation of preliminary site plans
- Preliminary Site Plan, assist Baker-Aicklen with the preliminary site plans
- Presentation of Draft Findings & Recommendations, attend one review meeting, + response to comments

- Presentation of Final Findings & Recommendations, attendance at one Commissioner's Court meeting

#### ***Civil Engineering – Baker-Aicklen***

Baker-Aicklen & Associates, Inc. (BA) will prepare one GIS based map of each of the three sites under consideration and will collect and show existing and readily available data on those maps that includes, but is not limited to, the following:

- Aerial photo
- WCAD parcels and ownership
- Zoning
- Flood plain
- Utilities (water, wastewater, electric, and gas)
- Kickoff Meeting

BA will attend and participate in one *A/E* team and one Client meeting associated with the project Kickoff. Prior to the Client Kickoff meeting, BA will prepare a draft list of questions for the site/civil portion of the stakeholder questionnaire to be used in conjunction with the interviews.

#### **Interviews**

BA will attend and participate in the stakeholder interviews on an "as needed" basis and will assist with the preparation of the site/civil requirements to be included in the preliminary concept plants to be developed in a future phase of work.

#### **Preliminary Cost Estimates**

BA will prepare a preliminary cost estimate of the site/civil improvements for each Site for use in making final site selection recommendations. Since the initial Scope of Work does not include the preparation of preliminary concept plans for each site, these estimates will be general in nature.

#### **Report**

BA will provide general information to *A/E* as required to complete the draft Report for the Needs Assessment/Site Selection phase of work and attend and participate in up to two team meetings and two Client presentations.

#### ***Landscape Architecture – BWM Group***

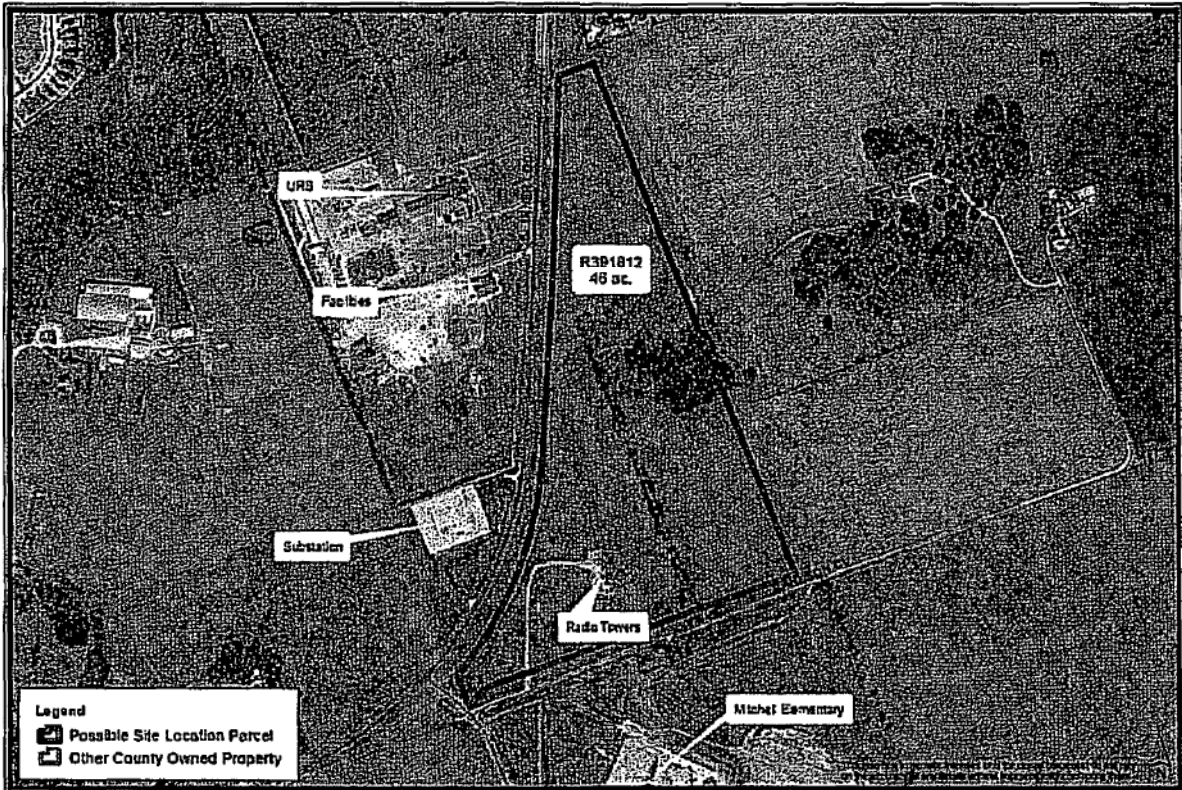
It is important, as a team member, for BWM Group to participate in the needs assessment and site selection process to ensure a quality and thorough landscape architectural component. It is critical that we garner necessary feedback from the client as well as the other team members to gain direction and share knowledge of such a specialized project as this ESOC. We will be looking and evaluating five categories of information in which to discuss and/or give perspectives on; Security, Safety, Regulatory entitlement, Function, and Aesthetics.

BWM shall participate in the Initial Meeting, necessary to orient everyone in regards to the process and to each other, the Kick-off Meeting in which responses to questions will be garnered, Development of the summary of findings in response to the landscape architectural aspects of the project, participation in the steering committee work session to further discuss the responses, and the final meeting at completion of the needs assessment. BWM's participation in this process is important in assisting in the site selection process as well in the evaluation of the necessary site requirements to satisfy the landscape requirements of this project.

**Meetings**

Four sets of meetings are planned between *A/E* Team members and personnel designated by *County*:

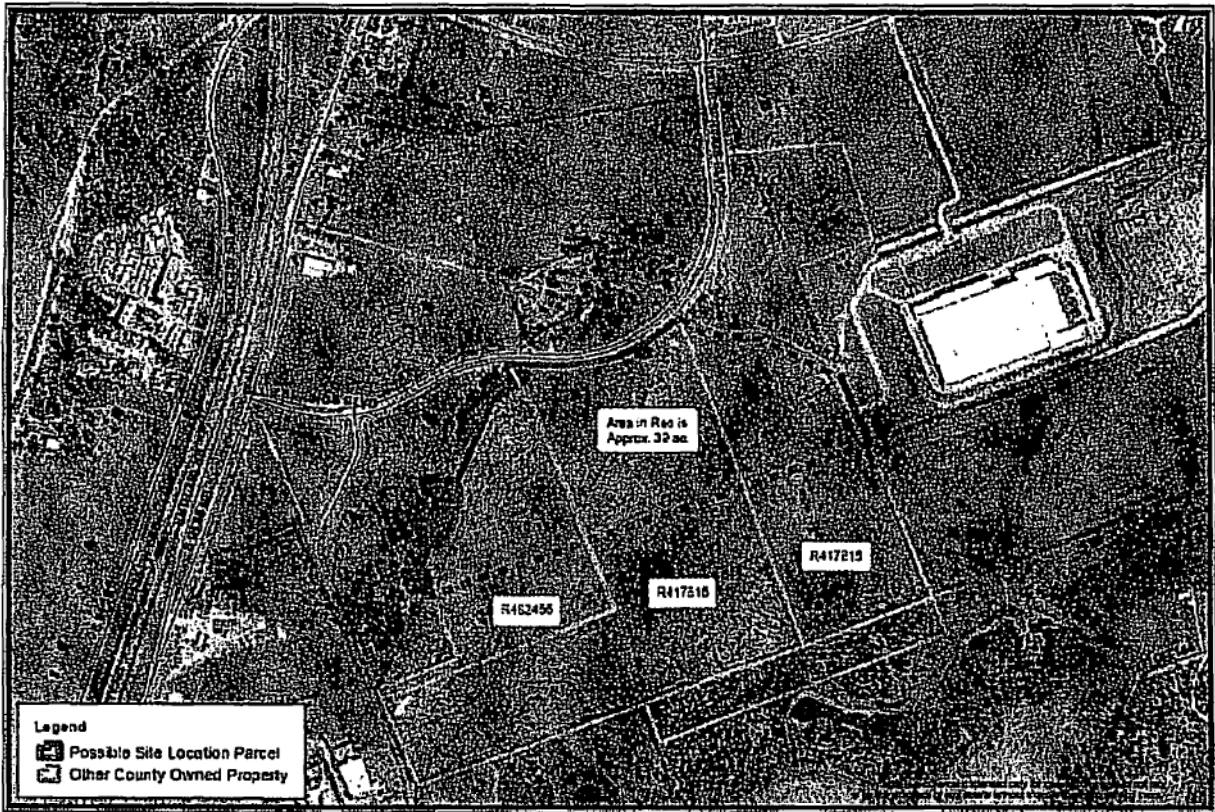
1. Initial Meeting to establish project goals	one day	
2. Kick off meeting to exchange information. Interviews of key staff and others as designated by <i>County</i>	three days	
3. Draft Report and Work Session to discuss preliminary findings	one day	
4. Final Report with revisions from <i>County</i> and <i>A/E</i> Team. Meeting at completion of needs assessment and presentation of site & building plan alternatives	one day	



Possible ESOC Locations - Page 1 of 3  
 Williamson County, Texas



Created by: Richard Benson  
 Created: 11/14/2013  
 Version: 2.0



Possible ESOC Locations - Page 2 of 3

Williamson County, Texas

Created by: Planning Services  
Contact: Planning Services  
Created On: 11/19/2019  
Version: 2.0

