

PROFESSIONAL SERVICES AGREEMENT

MADE AND ENTERED INTO by and between Williamson County (hereinafter referred to as "Client") and KAHickman Architects and Interior Designers.

WHEREAS, the Client desires to engage KAHickman Architects and Interior Designers as a consultant; and

WHEREAS, KAHickman Architects and Interior Designers desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Services. The Client hereby agrees to engage KAHickman Architects and Interior Designers, and KAHickman Architects and Interior Designers hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services may be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by KAHickman Architects and Interior Designers.

Section 2. Client's Responsibilities. The Client agrees to provide KAHickman Architects and Interior Designers with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services. The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized orders.

Section 3. Standard of Care and Warranty. KAHickman Architects and Interior Designers agrees that its Services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. No other warranty, expressed or implied, is made. KAHickman Architects and Interior Designers' interpretations and recommendations may be based on the results of surveys or other investigative work. KAHickman Architects and Interior Designers will not be responsible for the interpretation or use by others of data developed by KAHickman Architects and Interior Designers.

Section 4. Time of Performance. KAHickman Architects and Interior Designers agrees to perform the Services within schedules as may be set forth in authorized work orders.

Section 5. Compensation. For KAHickman Architects and Interior Designers' performance and completion of all services, Client shall compensate KAHickman Architects and Interior Designers at the hourly rates and charges as set forth in Exhibit "A" (as may be hereafter amended by agreement of the parties) subject to Section 6 unless otherwise specified in authorized work orders. Such rates include labor, overhead, expenses, and profit. Subject to agreement by Client, Exhibit "A" may be

revised by KAHickman Architects and Interior Designers periodically. The Owner further agrees to further compensate KAHickman Architects and Interior Designers for time spent on the project past the Date of Final Completion for Construction as established in the Owner Contractor Agreement.

Section 6. Payment. KAHickman Architects and Interior Designers shall invoice Client for Service performed on a monthly basis. Each invoice is due on presentation for such invoice, and is past due thirty (30) days from the receipt of invoice. Client agrees to pay a finance charge equal to one percent (1%) per month on past due accounts. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by the Client, documentation will be provided by KAHickman Architects and Interior Designers at the cost providing such documentation including labor and copying costs. At the time of such termination, the Client shall be responsible to pay only those expenses for services rendered and documented prior to the date of its notice of termination.

Section 7. Notices. Communications from the Client shall be to KAHickman Architects and Interior Designers' designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing.

Section 8. Probable Cost of Construction. KAHickman Architects and Interior Designers makes no representation concerning the cost estimates made in connection with plans, specifications, or drawings other than that all cost figures are estimates only and KAHickman Architects and Interior Designers shall not be responsible for fluctuations in cost factors.

Section 9. Confidentiality. KAHickman Architects and Interior Designers shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to KAHickman Architects and Interior Designers in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of KAHickman Architects and Interior Designers, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 10. Independent Contractor. KAHickman Architects and Interior Designers' relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by KAHickman Architects and Interior Designers shall at all times be under its exclusive direction and control, and the Client shall not exercise control over KAHickman Architects and Interior Designers except insofar as may be necessary to ensure performance and compliance with this Agreement.

Section 11. Indemnification. KAHickman Architects and Interior Designers shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person, other than a claim of an officer, director, employee, or agent of Client, arising out of (i) KAHickman Architects and Interior Designers' negligence or (ii) KAHickman Architects and Interior Designers' breach of any obligation or responsibility to the Client, subject to the limitations and exclusions contained in Section 12. Client will not assert any claim against KAHickman Architects and Interior Designers after the Limitations Period, which is defined as the shorter of (i) ten years from the date of substantial completion of the particular project out of which the claim arose or (ii) the period prescribed by an applicable statute of limitations. The parties agree to exercise their best efforts to assure that construction contractors assume sole and complete responsibility for job site conditions during the course of any construction projects, including safety of persons and property, in accordance with generally accepted construction practices.

Section 12. Liability Limitation. KAHickman Architects and Interior Designers liability to the Client for any loss of damage arising out of or in connection with this or any related agreement from any cause, including KAHickman Architects and Interior Designer's professional negligence, errors, or omissions, shall be limited to the amount of professional fees authorized.

Section 13. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including court costs, attorney's fees, and other claim-related expenses. In the event of any litigation, the party against whom damages are awarded agrees to pay interest on damages awarded at the rate of twelve percent (12%) [from the date the final judgment signed].

Section 14. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, KAHickman Architects and Interior Designers shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 15. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 16. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas.

Section 17. Successors and Assignments. The Client and KAHickman Architects and Interior Designers each binds itself and its successors, executors, administrators, and

assigns to the other party of the Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Section 18. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 19. Entire Agreement. This Agreement, including all attachments and work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound.

Section 20. Ownership of Documents. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement, whether in hard copy or machine readable form are instruments of professional service intended for one-time use in the construction of this project. They are and shall remain the property of KAHickman Architects and Interior Designers. The Owner may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the project.

Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, KAHickman Architects and Interior Designers reserves the right to retain the original tapes/disks and to remove from copies provided to the Owner all identification reflecting the involvement of KAHickman Architects and Interior Designers in their preparation. KAHickman Architects and Interior Designers also reserves the right to retain hard copy originals of all project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Owner understands that the automated conversion of information and data from the system and format used by KAHickman Architects and Interior Designers to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to the Owner in machine readable form is converted, the Owner agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify KAHickman Architects and Interior Designers from and against all claims,

liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Owner recognizes that changes or modifications to KAHickman Architects and Interior Designers' instruments of professional service introduced by anyone other than KAHickman Architects and Interior Designers may result in adverse consequences which KAHickman Architects and Interior Designers can neither predict nor control. Therefore, and in consideration of KAHickman Architects and Interior Designers' agreement to deliver its instruments of professional service in machine readable form, the Owner agrees, to the fullest extent permitted by law, to hold harmless and indemnify KAHickman Architects and Interior Designers from and against all claims, liabilities, losses, damages, costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by KAHickman Architects and Interior Designers under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documentation on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by KAHickman Architects and Interior Designers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the 13 May, 2011.

Williamson County

KAHickman Architects and Interior Designers

BY:  05-16-2011

Title: County Judge

BY: 

Title: Principal

**PROPERTY ASSESSMENT
FOR
JOHNSON ALMQUIST HOUSE
Williamson County, Texas**

SCOPE

This Proposal will provide a property assessment for Johnson Almquist House, Williamson County, TX. Services provided by KAHickman Architects and Interior Designers.

We have broken down the services as follows:

- I. **Assessment Phase:** To prepare an analysis of the facility. Following are the consultants that we recommend be a part of this Phase.
- A. *Architectural – KAHickman Architects and Interior Designers*
1. Review of Interior Conditions
 2. Review of Exterior Conditions
 3. Visual appraisal of Existing Structural and recommendation for involvement of Structural Engineer.
 4. Site Analysis not included
 5. Recommendations for improvements of Interior and Exterior
 6. Final report of findings and recommendations

Fees for the **Assessment Phase** of the Project: **\$2,500.00**

Excludes:

Soils reports, Civil, Landscape, Site analysis, Structural, MEP, Environmental.

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

- Reprographic Fees
- Shipping & Delivery Fees
- Supplies associated with Project
- Final Documents

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

Assessment **\$2,500.00**

Subtotal Fees **\$2,500.00**
Reimbursables **\$500.00**

TOTAL **\$3,000.00**



Keith A. Hickman, AIA, REFP, ID
KAHickman Architects and Interior Designers



Authorized Signature, Williamson County

Dan A. Gattis
Printed Name 05-10-2011