

AGREEMENT FOR ARCHITECTURAL

 ORIGINAL

THIS AGREEMENT FOR ARCHITECTURAL SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County" or "Owner", and **Moman Architects, Inc.** hereinafter "Architect".

RECITALS

The County intends to expand the lobby of Justice of the Peace Precinct # 4 located at 211 West 6th Street, Taylor, Texas 76574 by approximately 240 to 300 square feet, hereinafter called the "Project"; and

The County desires that the Architect perform certain professional architectural services in connection with the Project; and

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

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

SECTION I

SCOPE OF AGREEMENT

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

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, Architect shall perform professional architectural services for the Project, which are acceptable to the County, based on standard architectural practices and the scope of work described on the Exhibit(s) attached to this Agreement. Architect shall also serve as County's professional architect in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of Architect's services.

B. Architect shall not commence work until Architect has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide Architect with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this

particular Project at no cost to Architect; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs Architect.

D. Architect shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of 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. Basic Scope of Services shall include usual and customary architectural, structural (including piers on the West half of the building), mechanical & electrical engineering services. This also includes the following phases: schematic design, design development, construction documents, bidding/permitting & construction observation services. The services include 2 to 3 computer renderings to illustrate the expansion of the lobby delineating how the exterior may look after construction.
3. The following documents shall be used in the development of the Project:
 - a. National Environmental Policy Act (NEPA);
 - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
 - c. Americans with Disabilities Act (ADA) Regulations;
 - d. Southern Building Code, latest edition;
 - e. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design;
 - f. National Electrical Code, latest edition;
 - g. Williamson County Design Criteria & Project Development Manual, latest edition; and
 - h. All other local, state and federal documents, codes and regulations to which the Project must comply.
3. As part of the Scope of Services, Architect shall submit its work products to County for review at regular intervals and as requested by County.
4. The detailed Scope of Services for the Project is set forth herein as **Exhibit “A”** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

A. Additional Services:

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and Architect shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth on Exhibit "B" annexed hereto.

Additional Services are defined as Revisions required after final approval by the County during the Schematic Design, Design Development or Construction Documents Phases of the project.

The Architect shall not, however, be compensated for work made necessary by Architect's negligent errors or omissions. In the event of any dispute over the classification of Architect's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on Architect.

It is expressly understood and agreed that Architect shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

B. Reimbursable Expenses:

Reimbursable expenses are to be computed at 1.15 times the actual expense incurred by the Architect and include the following:

- fees paid for securing approval of authorities' jurisdiction over the project; including but not limited to: TAS registration, review and inspection fees and any fees associated with building plan review
- reproductions, plots, standard form documents, travel, postage, handling and delivery of Instruments of Services
- expense of overtime work requiring higher than regular rates if authorized in advance by County
- additional 3-D modeling or renderings requested by the County beyond that described in basic services.

SECTION IV

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES

A. Time for Performance. Architect agrees to complete all of the services called for in Exhibit "A" of this Agreement by October 1, 2011. The said Time for Performance may, for good cause, be extended, in writing, by the County as the Project proceeds.

B. Liquidated Damages. Architect specifically acknowledges that County will sustain damages for each day beyond the required dates of completion of the Basic Services that the work has not been completed and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining County's actual damages, Architect agrees that **\$250.00** per day shall be retained by County from any amounts due Architect for every day that Architect does not meet the Production Schedule set forth in **Exhibit "C"**.

Periods of time (i) during which County suspends work, or (ii) during which a submitted and complete Architect's Work Product is in technical review, as described below, or (iii) during which a delay directly related to matters caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond the reasonable control of Architect and County, shall not be taken into account in computing the amount of liquidated damages. In the event that Architect's Work Product received by County is found to be incomplete, as defined below, the period of time from the original submittal of the Architect's Work Product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO ARCHITECT'S WORK PRODUCT

A. Submittal Process. Architect's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by Architect and supporting documents (collectively referred to herein above and hereinafter as the Architect's "Work Product(s)"), shall be submitted by Architect on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"**.
2. Upon receipt of the Architect's Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the Architect's Work Products in compliance with the requirements of this Agreement. The completeness of any Architect's Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify Architect in writing within such time period if such Architect's Work Product has been found to be incomplete.

3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify Architect, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular Architect's Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such Architect's Work Product. If necessary, the completed work shall be returned to Architect, 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.
5. After Acceptance, Architect shall perform any required modifications, changes, alterations, corrections, redesigns, 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.

B. Revision to Architect's Work Product. Architect shall make, without expense to County, such revisions to the Architect's Work Product as may be required to correct negligent errors or omissions so the Architect's Work Product meets the needs of County, but after the approval of the Architect's Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Architect shall entitle Architect to additional compensation for such extra services and expenses; provided, however, Architect hereby agrees to perform any necessary corrections to the Architect's Work Products which are found to be in negligent error or omission as a result of the Architect's development of the Architect's Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by Architect to revise any Work Product in order to make the Project constructible, Architect shall do so without additional compensation. In the event of any dispute over the classification of Architect's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County shall be final and binding on Architect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI

THE ARCHITECT'S COMPENSATION

For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section X, the County shall pay to the Architect a firm fixed fee of **\$19,700.00** hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges).

During the course of services hereunder, the Basic Fee shall be allocated as follows:

For and in consideration of the services rendered by the Architect under Exhibit "A", Section A. (the Schematic Design Phase), the Architect shall receive a total compensation of **\$2,000.00**.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section B. (the Design Development Phase), the Architect shall receive a total compensation of **\$4,100.00**.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section C. (the Construction Documents Phase), the Architect shall receive a total compensation of **\$7,400.00**.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section D. (the Bidding and Contract Phase), the Architect shall receive a total compensation of **\$1,000.00**.

For and in consideration of the services rendered by the Architect under Exhibit "A", Section E. (the Construction Phase), the Architect shall receive a total compensation of **\$5,200.00**.

SECTION VII

TIME OF PAYMENT AND RIGHT TO AUDIT

During the performance of the services provided for in this Agreement for the Schematic Design Phase (Exhibit "A", Section A.), the Design Development Phase (Exhibit "A", Section B.), and the Construction Documents Phase (Exhibit "A", Section C.), monthly payments shall be made based upon that portion of the services which has been completed. Payment for services rendered by the Architect for the Bidding and Contract Phase, (Exhibit "A", Section D.), shall be made either upon award of a construction contract for the project by the County, or within one forty five (45) calendar days of receipt of bids for the Project, whichever is earlier. Payments for services rendered for the Construction Phase (Exhibit "A", Section E.), shall be paid in proportion to the percentage of the completion of the construction of the Project as evidenced by the Architect's monthly estimates for Payment to the Contractors and approved by the County.

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

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

Furthermore, the Architect agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. Architect agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Architect which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Architect shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary Architect 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 Architect reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. 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 thirty (30) calendar days of receipt by Architect of written Notice of Reinstatement from County. In the event such suspension of the Project or the Architect's services hereunder extends for a period of ninety (90) consecutive calendar days or more, Architect may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the Architect. Upon receipt of such notice, the Architect shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Architect that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

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

To the Architect: Moman Architects Inc.
400 W. Main St., Suite 222
Round Rock, Texas 78644
Attention: John S. Moman, President _____

To the County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

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

SECTION X

LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Architect has been advised by County, and Architect clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **\$25,000.00** specifically allocated to fully discharge any and all liabilities, including any and all fees, reimbursable expenses and compensation of any sort to the Architect and its consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. Architect does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Architect may become entitled to hereunder and the total maximum sum set forth above that County shall become liable to pay to Architect hereunder shall not under any conditions, circumstances or interpretations thereof exceed the said sum.

SECTION XI

SUCCESSORS AND ASSIGNS

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

SECTION XII

INSURANCE REQUIREMENTS

Architect shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "D"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "D"**.

Architect shall require that any and all other contractors and/or consultants engaged or employed by Architect carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. Architect shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the Architect's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

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

SECTION XIV

COMPLIANCE AND STANDARDS

The Architect shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the

architectural profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Architect's performance. To the extent that Architect performs any engineering services as a part of this Agreement, Architect shall also be required to use that degree of care and skill commensurate with the engineering profession to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the engineering services rendered hereunder.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all of the Architect's Work Product prepared pursuant to this Agreement by the Architect and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed Work Product prepared pursuant to this Agreement by the Architect shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The Architect may retain one (1) set of reproducible copies of such documents and such copies shall be for the Architect's sole use in preparation of studies or reports for Williamson County only. The Architect is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI

INDEMNIFICATION

EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, THE ARCHITECT HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF THE ARCHITECT IN CONDUCT OF THIS AGREEMENT, AS FOLLOWS:

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE ARCHITECT 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 THE ARCHITECT 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 THE ARCHITECT. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE ARCHITECT'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT (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, THE ARCHITECT 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, THE ARCHITECT 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 THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT 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/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE ARCHITECT'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT (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, THE ARCHITECT SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT THE ARCHITECT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS OR THE SUSPENSION OF THE WORK 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 THE ARCHITECT IS NOT LEGALLY LIABLE, THE ARCHITECT'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 THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE ARCHITECT IN ANY SUCH PROCEEDINGS. ARCHITECT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS INVOLVING THE ALLEGATIONS AGAINST THE ARCHITECT OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE ARCHITECT.

SECTION XVII

MODIFICATIONS

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

SECTION XVIII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions on behalf of the County which may arise as to the interpretation of this Agreement and all questions as to the

acceptable fulfillment of this Agreement by the Architect. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX

MERGER

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

SECTION XX

SEVERABILITY

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

SECTION XXI

VENUE AND GOVERNING LAW

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

SECTION XXII

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

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

SECTION XXIV

CONSTRUCTION

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

SECTION XXV

RELATIONSHIP OF THE PARTIES

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

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement

and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

CONFLICTING PROVISIONS

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the Architect shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

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

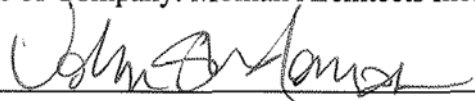
WILLIAMSON COUNTY:

By: 
Dan A. Gaffis
Williamson County Judge

Date Signed: 06-24, 2011

ARCHITECT:

Name of Company: Moman Architects Inc.

By: 

Printed Name: John S. Moman

Title: President

Date Signed: June 14, 2011

EXHIBIT "A"

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

THE ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECT OR ENGINEER PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN THE AGREEMENT.

In consideration of the compensation provided in the Agreement, Architect shall perform the following Basic Services, based on standard architectural practices:

Schematic Design Phase

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Section III of this Agreement.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with the Contract Documents.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

Design Development Phase

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

Construction Document Phase

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall ensure that the Construction Documents comply with the design requirements of applicable laws, codes, regulations and governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of the Contract Documents. The Architect shall also compile a project manual that includes the Contract Documents and sample forms.

For purposes of this Agreement, the "Contract Documents" shall mean and include the following:

- a. The Agreement Between Owner and Contractor;
- b. The Uniform General Conditions for Williamson County;
- c. The Special Conditions, if any become necessary;
- d. The Bidding Documents;
- e. The Construction Documents (Drawings, Specifications, details and other documents developed by Architect); and

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under the Contract Documents, and request the Owner's approval.

Bidding and Contract Phase

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

Construction Phase

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Contract Documents. If the Owner and Contractor modify Contract Documents, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and in the Contract Documents. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and its consultants'

negligent acts, errors or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in this Agreement or the Contract Documents, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, or is so instructed by the Owner, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect and Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and approved in writing by the Owner.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts in accordance with the terms of the Contract Documents. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 In accordance with the terms of the Contract Documents, the Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records,

written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Exhibit "B"

Hourly Rates

Position Classifications

Hourly Rates

Principal.....	\$135.00
Project Manager.....	\$95.00
Interior Designer.....	\$95.00
Designer.....	\$85.00
Administrative/Clerical.....	\$60.00

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

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit "C"

**Production Schedule
Schematic Design
Begin on June 15, 2011
Completed on July 15, 2011**

**Design Development
Begin on July 18, 2011
Completed on August 12, 2011**

**Construction Documents
Begin on August 15, 2011
Completed by September 30, 2011**

**Bidding Phase
TBD**

**Construction Phase
TBD**

Exhibit "D"

Insurance Requirements

During the term of this Agreement, Architect agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. Architect shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

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

The required insurance must be written by a company approved to do business in the State 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. Architect shall furnish County with a certification of coverage issued by the insurer. Architect shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County and agreed to and hereby acknowledged by the Architect, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration 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 and/or Exhibits 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.