

**FIRST AMENDMENT TO
AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL SERVICES ("First Amendment") is made and effective as of the Effective Date set forth on the signature page hereof, by and between WILLIAMSON COUNTY ("County") and the KA HICKMAN D/B/A KA HICKMAN ARCHITECTS AND INTERIOR DESIGNERS, a sole proprietorship ("Architect"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, County and Architect executed an Agreement for Architectural Services ("Agreement"), which was approved by the Williamson County Commissioners Court on the 16th of June, 2009 and executed by the Parties to effectuate their agreement that Architect would provide professional architectural services in relation to the renovation and remodel of the Williamson County Tax Assessor-Collector's Offices located at 904,905 & 909 Austin Avenue, Georgetown, Texas ("Project"); and

WHEREAS, it has become necessary to amend the Agreement to reflect changes in the scope of services to be provided by Architect and to reduce the compensation to be paid by County to Architect;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

AMENDMENTS:

The Parties agree to the following amendments to the Agreement:

- A. The provisions set forth under Section II.D.1.b. of the Agreement (Site Landscaping Plans) shall be deleted in their entirety.
- B. The provisions set forth under Section V.A. of the Agreement shall be replaced with the following provisions:

For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section IX, the County shall pay to the Architect a fixed fee hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges). The total Basic Fee shall be allocated as follows:

- 1. For and in consideration of the services rendered by the Architect under Section II.A. (the Assessment Phase), the Architect shall receive a total compensation of **\$12,950.00. (Complete)**
- 2. For and in consideration of the services rendered by the Architect under Section II.B. (the Programming Phase), the Architect shall receive a total compensation of **\$23,250.00. (Complete)**

3. For and in consideration of the services rendered by the Architect under Section II.C. (the Schematic Design Phase), the Architect shall receive a total compensation of \$19,400.00.
4. For and in consideration of the services rendered by the Architect under Section II.D. (the Design Development Phase), the Architect shall receive a total compensation of \$19,400.00.
5. For and in consideration of the services rendered by the Architect under Section II.E. (the Construction Document Phase), the Architect shall receive a total compensation of \$51,735.00.
6. For and in consideration of the services rendered by the Architect under Section II.F. (the Bidding/Proposal and Contract Phase), the Architect shall receive a total compensation of \$6,640.00.
7. For and in consideration of the services rendered by the Architect under Section II.G. (the Construction Phase), the Architect shall receive a total compensation of \$32,167.00.

Total Basic Fee: \$165,542.00*

*With the amendments set forth herein, the total Basic Fee has been reduced from \$196,200.00 to \$165,542.00

- C. The provisions set forth under Section V.G. of the Agreement (Additional Provisions) shall be deleted in their entirety.
- D. The provisions set forth under Section VIII.B. of the Agreement (County's Designated Representative) shall be replaced with the following:

County hereby designates the individual listed herein below as the Owner's Designated Representative (ODR), who shall have express authority to act and bind the County to the extent authorized by law and to the extent and for the purposes described in the Contract Documents, including responsibilities for general administration of the Project. Unless otherwise specifically provided for, the ODR is the single point of contact between the County and Architect. The ODR authorized to act on the County's behalf with respect to the Project and this Agreement is:

Gary Wilson (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313

- E. The provisions of Section III. of Exhibit A of the Agreement (Construction Phase) shall be replaced with the following:

Construction Document Phase:

- A. Scope of Work:
 - a. Interior Finish Out and Exterior facade design.
 - b. Includes Furniture Selections & Bidding.
- B. Following are the consultants that are to be a part of this phase:
 - a. Architectural - KAHickman Architects and Interior Designers
 - i. Project Coordinator
 - ii. Architect of Record
 - iii. Interior Design
 - iv. Specifications
 - v. Construction Documents
 - vi. Bidding Phase
 - vii. Construction Phase Observation
 - b. Interior Design & Furniture - KAHickman Architects and Interior Design
 - i. Interior Design
 - ii. Color Selections
 - iii. Furniture Selections
 - iv. Construction Documents
 - v. Specifications
 - vi. Bidding Phase
 - vii. Construction Phase Observation
 - c. MEP Engineering - HCE Consulting Engineers
 - i. Mechanical, Electrical & Plumbing Design
 - ii. Construction Documents
 - iii. Specifications
 - iv. Bidding Phase
 - v. Construction Phase Observation
 - d. Roof Consultant - Austech Roofing Consultant
 - i. Pre-Design Phase
 - ii. Construction Document Phase
 - iii. Bidding Phase
 - iv. Construction Phase Observation

Additional Services:

1. Geotechnical services can be provided for further soils reports to determine exact conditions of existing soil. Preliminary pricing has been researched for your reference.
2. Civil services can be provided to determine existing conditions of exterior

paving, sidewalks & elevations. Preliminary pricing has been researched for your reference.

Reimbursables:

All Reimbursables and the payment thereof shall be in accordance with Section V. of the Agreement.

Not to exceed Reimbursable Amount for the Project shall be: \$5,000.00

Phase I estimated Probable Cost of Construction:

Existing Unfinished Warehouse – 3,466 sf @ \$75/sf	\$ 259,950.00
Existing Main Office Space – 7,800 sf @ \$75/sf	\$ 585,000.00
Existing Rest Rooms – 640 sf @ \$100/sf	\$ 64,000.00
Existing Administration Space – 1,470 sf @ \$75/sf	\$ 110,250.00
Rc-Roofing Entire County Owned Facility	<u>\$ 293,650.00</u>
TOTAL PROBABLE COST OF CONSTRUCTION	\$ 1,312,850.00*

* Does not include furnishings

Total Basic Fee	<u>\$ 165,542.00</u>
Subtotal Total Fees	\$ 165,542.00
Reimbursables	<u>\$ 5,000.00</u>
TOTAL	\$ 170,542.00

The following is an overall accounting for Project Costs:

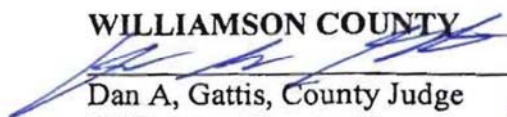
Cost of Construction (Estimated)	\$ 1,312,850.00
Total Basic Fee and Reimbursables	\$ 170,542.00
Building Permit, Inspections, etc.	<u>\$ 10,000.00</u>
Total Estimated Cost	\$ 1,493,392.00

Note: No FF&E (Furniture, Fixtures & Equipment) has been included in these costs. These costs are based on cost/per square foot. Additional budgets will be developed as the project scope is determined.

- E. All other terms of the Agreement which have not been specifically amended in this First Amendment shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of _____, 20____ (Effective Date).

WILLIAMSON COUNTY



Dan A. Gattis, County Judge
Williamson County, Texas

10-05-2011

**KEITH HICKMAN D/B/A KA
HICKMAN ARCHITECTS AND
INTERIOR DESIGNERS, A SOLE
PROPRIETORSHIP**

By: 

Printed Name: Keith A. Hickman

Title: Principal

Date Signed: September 27, 2011