



## **AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES**

**THIS AGREEMENT FOR LANDSCAPE 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," Williamson County," or "County," and **studio|16:19,LLC**, hereinafter "Landscape Architect" or "LA."

### **RECITALS**

The County intends to commence Part I - Brushy Creek Regional Trail Section Repair (#15RFQ105), hereinafter called the "Project;" and

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

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

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

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## **ARTICLE 1 INITIAL PROJECT INFORMATION**

**§ 1.1** This Agreement is based on the Initial Project Information set forth in this Article 1 and/or attached exhibits, if any. The Project may ultimately include the following components:

- Approximately +/- 1,000 linear feet of decomposed granite hike & bike trail reconstruction connecting the WCID Dam #7 Improvements to the Brushy Creek Regional Trail system just prior to the bridge entering Champion Park.

**§ 1.2** The County's anticipated dates for commencement of the Project and Substantial Completion of the Project are set forth below:

- .1** Commencement of Project date: July 15, 2015
- .2** Substantial Completion of Project date: July 15, 2016

**§ 1.3** The County and LA may rely on the Initial Project Information. Both parties, however, recognize that such information may materially change and, in that event, the County and the LA shall appropriately adjust the schedule, the LA's services and the LA's compensation.

**§ 1.4** The Services covered by this Agreement are subject to an County-approved budget. In the absence of an express provision to the contrary in this Agreement, the LA shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current County-approved budget.

**§ 1.5** LA represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. LA further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on LA's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the LA will assign to this Project qualified individual landscape architects or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

**§ 1.6 Limit of Appropriation.** Prior to the execution of this Agreement, LA has been advised by County—and LA 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 \$366,534.00 specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required equipment, all fees and compensation of any sort to the LA and 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. LA does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that LA may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to LA hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$73,054.00

## **ARTICLE 2 LA's RESPONSIBILITIES**

§ 2.1 The LA shall provide the professional services as set forth in this Agreement. The LA will provide all professional services necessary for the complete design and construction documentation for the Project. The LA agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil or other consulting engineers, if any) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "County's responsibility" or "County-provided;" and (2) the cost of those engineering or consulting services that become necessary as a result of an County-directed change in Project scope affecting the LA (and that are subject of a written agreement for Additional Services).

§ 2.2 The LA shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects practicing in the same or similar locality under the same or similar circumstances. The LA shall perform its services expeditiously in accordance with the schedule developed hereunder.

§ 2.2.1 The LA agrees that its design, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project and the Work. The LA agrees that this duty is non-delegable—and the LA, by signing drawings or preparing Construction Documents to submit to governmental entities for purposes of obtaining building and other governmental permits or approvals, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the LA's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

§ 2.3 The LA shall identify a representative authorized to act on behalf of the LA with respect to the Project. Once approved by County, the LA's designated representative shall not be changed without the County's written approval.

§ 2.4 Except with the County's knowledge and consent, the LA shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the LA's professional judgment with respect to this Project.

**§ 2.5 Insurance.** The LA shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the LA shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the County, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the County. The LA shall ensure that all of LA's subconsultants engaged or employed by the LA carry and maintain similar insurance covering their respective portions of the Services. The LA and its subconsultants shall submit proof of such insurance to the County before the submittal of the first invoice to the County, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The County may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to County's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least 30 days prior to any cancellation, or non-renewal.

**.1 General Liability**

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Person & Advertising Injury Liability	\$1,000,000
Medical	\$1,000
<ul style="list-style-type: none"><li>• Williamson County shall be named as Additional Insured(s)</li><li>• Waiver of Subrogation shall apply in favor of Williamson County</li><li>• 30-day notice of cancellation</li></ul>	

**.2 Automobile Liability**

Any one accident or Loss	\$1,000,000
<ul style="list-style-type: none"><li>• Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles</li><li>• Williamson County shall be named as Additional Insured(s)</li><li>• Waiver of Subrogation shall apply in favor of Williamson County</li><li>• 30 days' notice of cancellation</li></ul>	

**.3 Workers' Compensation**

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

- .4 Professional Liability
- |                   |             |
|-------------------|-------------|
| Each Claim        | \$2,000,000 |
| General Aggregate | \$2,000,000 |
- Any deductibles or self-insured retentions over \$75,000 must be declared and approved in writing by Williamson County in advance.

### **ARTICLE 3 SCOPE OF LA'S BASIC SERVICES**

**§ 3.1** The LA shall provide those Basic Services described in Article 3, Section 2.1 and Exhibit A (if services in addition to those described in this Article 3 are to be provided as a part of LA's Basic Services), including the usual and customary structural, mechanical, and electrical engineering services, unless specifically provided elsewhere.

**§ 3.1.1** The LA shall manage the LA's services, consult with the County, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. LA shall also participate in any public hearings requested by County and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

**§ 3.1.2** The LA shall coordinate its services with those services provided by the County and the County's consultants. The LA shall be entitled to rely on the accuracy and completeness of services and information furnished by the County and the County's consultants when that information is transmitted by the County to the LA and is designated by County to be reliable. The LA shall provide prompt written notice to the County if the LA becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the LA shall submit for the County's approval a schedule for the performance of the LA's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the LA. With the County's approval, the LA shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

**§ 3.1.4** The LA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the LA shall prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.5** The LA shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

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

**§ 3.2.2** The LA shall prepare a preliminary evaluation of the County'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 LA shall notify the County 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 LA shall present its preliminary evaluation to the County and shall discuss with the County alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches.

**§ 3.2.4** Based on the Project's requirements, the LA shall prepare and present for the County's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the County's approval of the preliminary design, the LA shall prepare Schematic Design Documents for the County'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, if requested by the County, 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 LA 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 County's program, schedule and budget for the Cost of the Work.

**§ 3.2.5.2** The LA 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 County's program, schedule and budget for the Cost of the Work.

**§ 3.2.6** The LA shall submit to the County an estimate of the Cost of the Work. LA shall provide for the County's approval a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the LA, with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial County-approved budget, and any County-approved amendments thereto, the LA shall provide a written statement to the County describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current County budget.

**§ 3.2.7** The LA shall submit the Schematic Design Documents to the County, and request the County's approval.

### **§ 3.3 NOT USED**

### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the LA shall prepare Construction Documents for the County's approval. The Construction Documents shall indicate in detail the materials, systems, and other requirements for construction of the Work.

**§ 3.4.2** The LA shall prepare Construction Documents that conform to the requirements of applicable laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the LA shall assist the County in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the County and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The LA shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. **LA acknowledges and agrees that the Conditions of the Contract for Construction (General, Supplementary and other Conditions) must be suitable for use with the form of agreement between the County and Contractor that Williamson County desires to use for the Project and, to the extent the terms of the Conditions of the Contract for Construction and the terms of the County's preferred agreement between the County and Contractor conflict or do not align with one another, LA must resolve all issues contained in the Conditions of the Contract for Construction so the Contract Documents complement one another.**

**§ 3.4.4** Upon 75% completion of the Construction Documents, the LA shall provide for the County's approval a written, itemized estimate of the Cost of the Work with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial County-approved budget, and any County-approved amendments thereto, the LA shall provide a written statement to the County describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current County budget.

**§ 3.4.5** The LA shall submit the Construction Documents to the County, advise the County of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the County's approval.

### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

#### **§ 3.5.1 GENERAL**

The LA shall assist the County in establishing a list of prospective contractors. Following the County's approval of the Construction Documents, the LA shall assist the County 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 LA shall assist the County and the Williamson County Purchasing Department 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 County.

**§ 3.5.2.3** The LA 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 LA shall assist the County and the Williamson County Purchasing Department 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 County.

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



### **§ 3.6 CONSTRUCTION PHASE SERVICES**

#### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The LA shall provide administration of the Contract between the County and the Contractor as set forth below and in the Uniform General Conditions for Williamson County.

**§ 3.6.1.2** The LA shall advise and consult with the County during the Construction Phase Services. The LA shall have authority to act on behalf of the County only to the extent provided in this Agreement. The LA 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 LA be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The LA shall be responsible for the LA's negligent acts 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 LA's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the LA issues the final Certificate for Payment.

#### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The LA shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine 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 LA 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 LA shall keep the County informed about the progress and quality of the portion of the Work completed, and report to the County (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 LA has the authority to reject Work that does not conform to the Contract Documents and to notify County that LA is rejecting such Work as not conforming to the requirements of the Contract Documents. Whenever the LA considers it necessary or advisable, the LA 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 LA 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 LA 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 LA shall interpret and advise the County of that interpretation on matters concerning performance under, and requirements of, the Contract Documents on written request of either the County or Contractor. The LA'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 by the LA shall be consistent with the requirements indicated in or reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When approved by County in advance, the LA's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless otherwise provided, the LA shall render initial decisions on Claims between the County and Contractor as provided in the Contract Documents or as requested by County.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The LA shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The LA's certification for payment shall constitute a representation to the County, based on the LA'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 LA'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 LA.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the LA 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 County 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 LA shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The LA shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The LA'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 LA's professional judgment to permit adequate review.

**§ 3.6.4.2** The LA shall review and approve or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The LA's review shall not be conducted for the purposes of confirming dimensions or quantities in those submittals except to the extent that the Contractor has requested the assistance of the LA to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarification is needed and can be supplied by the LA. The LA's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by the LA, of any construction means, methods, techniques, sequences or procedures.

**§ 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 LA shall specify the appropriate performance and design criteria that such services must satisfy. The LA 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 LA.

**§ 3.6.4.4** The LA shall review and respond to requests for information about the Contract Documents. The LA 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 LA's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the LA shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The LA 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** Subject to the approval of the County, the LA 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. All authorizations for minor changes in the Work shall be in writing, or confirmed by the LA in writing within 24 hours of authorization of the change. The LA shall, immediately upon authorizing a minor change in the Work, provide written notice to the County thereof, describing the change, and confirming that the change will not affect the Contract Time or the Contract Sum. The LA shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents.

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

### **§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The LA 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 County, for the County'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 LA's inspections shall be conducted with the County 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 LA shall advise the County 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 LA shall forward to the County 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 County against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

#### **ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 The County may request Additional Services of the LA. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the LA believes to be outside the scope of Basic Services, the LA shall, before performing those services, inform the County in writing of the LA's belief that the services requested are Additional Services and shall provide an estimate in writing to the County of the probable total of the Additional Services fees to be incurred in performing the services requested. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization following County's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the LA, any Additional Services provided in accordance with this Section 4.2 shall entitle the LA to compensation pursuant to Section 11.3 and an appropriate adjustment in the LA's schedule. Upon recognizing the need to perform Additional Services, the LA shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization.**

#### **ARTICLE 5 COUNTY'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. LA and County acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

§ 5.2 The County shall establish and periodically update the County's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the County's other costs; and, (3) reasonable contingencies related to all of these costs. If the County

significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the LA. The LA shall prepare designs and Construction Documents so that the Project can be built within the County's budget for the Project.

**§ 5.3** With respect to any action, decision or determination which is to be taken or made by County with respect to the Project, the County shall identify a representative authorized to take such action or make such decision or determination or the County's representative shall notify LA in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. County may change the designated representative upon written notice to the LA; and the County may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the LA's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the LA's services. The County's representative shall not have any right to modify, amend or terminate this Agreement or issue authority to LA to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

**§ 5.4** Where necessary for the LA's performance of the Services, the LA shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

**§ 5.5** The County shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The LA shall coordinate its Services and those of its subconsultants with the services provided by the County or County's separate consultants, if any.

**§ 5.7** The County shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result of the LA's negligence or failure to perform.

**§ 5.8** The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the LA's negligence or failure to perform.

§ 5.9 The County shall provide prompt written notice to the LA if the County becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the LA's Instruments of Service, provided nothing in this Agreement shall be construed as to require the County to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the LA's services.

§ 5.10 The LA shall coordinate the LA's duties and responsibilities set forth in the Contract for Construction with the LA's services set forth in this Agreement. The LA shall perform in a manner consistent with the obligations of the LA as stated in this Agreement and in the Contract Documents. The County shall provide the LA a copy of the executed agreement between the County and Contractor, including the General Conditions of the Contract for Construction.

§ 5.11 The County shall provide the LA access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the LA access to the Work wherever it is in preparation or progress.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the County to construct all elements of the Project designed or specified by the LA and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the LA, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs.

§ 6.2 The County's budget for the Cost of the Work may be adjusted throughout the Project. Evaluations of the County's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the LA, represent the LA's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the LA nor the County has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions.

§ 6.3 In preparing estimates of the Cost of Work, the LA shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work. The LA's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 The LA's estimate of the Cost of the Work shall be projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services.

§ 6.5 If at any time the LA's estimate of the Cost of the Work exceeds the County's budget for the Cost of the Work, the LA shall make appropriate recommendations to the County to adjust

the Project's size, quality or budget for the Cost of the Work, and the County shall cooperate with the LA in making such adjustments.

**§ 6.6** If the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal for reasons not related to the fault of the LA, the County shall at the County's sole discretion:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with this Agreement;
- .4 in consultation with the LA, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 instruct the LA to modify its design and the Construction Documents so that the Cost of the Work fall within the County's budget; or
- .6 implement any other mutually acceptable alternative.

**§ 6.7** If the County chooses to proceed under Section 6.6.5, the LA, without additional compensation, shall modify the Construction Documents as necessary to comply with the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The LA and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright County of such information or has permission from the copyright County to transmit such information for its use on the Project.

**§ 7.2** The LA hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the LA. Among those documents are certain "Instruments of Service" including the design drawings and the Construction Documents. The County's obligation to pay the LA is expressly conditioned upon the LA obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the LA to the County as express in this Article 7, which copyrights the LA, in turn, hereby assigns to County. The County, in return, hereby grants to LA and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the LA's performance of its obligations under this Agreement, to the LA's archival records, and for the LA's reproduction of drawings and photographs in the LA's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the LA or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the LA may be sub-licensed to the LA's subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon LA's assignment of this nonexclusive license to another or its attempt to do so.

**§ 7.3** The LA shall obtain similar nonexclusive licenses from the LA's consultants consistent with this Agreement.

§ 7.3.1 To the extent that liability arises from misuse of the Instruments of Service by the County or another architect or engineer, the LA shall not be responsible for that misuse.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the LA or its consultants for any other purpose without the express written permission of the County.

§ 7.5 If the County subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the LA, the County shall (where permitted or required by law) remove or completely obliterate the original professional's seal, logo, and other indications on the documents of the identity of the LA or its consultants.

§ 7.6 The LA shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the County.

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

§ 7.8 No license is granted by this Agreement or otherwise allowing LA or its consultants to reproduce, distribute, modify, display or otherwise use County-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to County are valuable intellectual property and that misuse or misappropriation of them will damage the County.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

§ 8.1.1 The County and LA shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law. The County and LA waive all claims and causes of action not commenced in accordance with this Agreement.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the County and LA waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The County or the LA, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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 which may



arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the LA. 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. 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.

## **§ 8.2 MEDIATION**

**§ 8.2.1** The County and LA shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

**§ 8.2.2** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, 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.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** The LA shall give the County 21 days' written notice of the LA's intention to terminate or suspend the Services under this Agreement. The notice shall detail the LA's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the County may cure the alleged reason.

**§ 9.2** If the County fails to make payments to the LA that are otherwise due hereunder, the LA shall give the County 14 days' advanced written notice of its intention to suspend Services. If the County fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, LA may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

**§ 9.3** If the County suspends the Project for more than 90 cumulative days for reasons other than the fault of the LA, the LA may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4.** This Agreement may be terminated by the County, with or without cause, for the County's convenience upon not less than seven (7) days' written notice to the LA. Should the County terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

**§ 9.5** In the event of termination not the fault of the LA, the LA shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement 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 Williamson County, 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.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

**§ 10.3** The County and LA, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the LA are deemed to be personal in nature and the Architect may not assign its interest or obligations under this Agreement without the written consent of the County.

**§ 10.4** If the County requests the LA to execute certificates, the proposed language of such certificates shall be submitted to the LA for review. If the County requests the LA to execute consents, the LA shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the LA for review. The LA shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or LA.

**§ 10.6** Unless otherwise required in this Agreement, the LA shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the LA become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the County.

**§ 10.7** The LA shall have the right to include photographic or artistic representations of the design of the Project among the LA's promotional and professional materials. The LA shall be given access to the completed Project, when approved by County, to make such representations. However, the LA's materials shall not include the County's confidential or proprietary information if the County has previously advised the LA in writing of the specific information considered by the County to be confidential or proprietary.

**§ 10.8** If the LA or County receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those

who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, 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.

#### **ARTICLE 11 COMPENSATION**

**§ 11.1** For the LA's Basic Services, the County shall compensate the LA the "not-to-exceed" amount of: Seventy-Three Thousand and Fifty-Four Dollars (\$73,054.00)

**§ 11.2** For Additional Services designated in Section 4.1, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

**§ 11.4** Compensation for Additional Services of the LA's consultants when not included in Section 11.2 or 11.3, shall be the actual amount invoiced to the LA, or as otherwise stated below.

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$ 23,354.00	percent (	32	%)
Design Development Phase	\$ 0.00	percent (	0	%)
Construction Documents Phase	\$ 27,200.00	percent (	37	%)
Bidding or Negotiation Phase	\$ 4,250.00	percent (	6	%)
Construction Phase	\$ 15,750.00	percent (	22	%)
Reimbursables	\$ 2,500.00	percent (	3	%)

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Total Basic Compensation	\$ 73,054.00	percent ( 100 %)
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal falling within the County's budget, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work approved by the County for such portions of the Project. The LA shall be entitled to compensation in accordance with this Agreement for all services performed by the LA in accordance with this Agreement whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Additional Services performed by the LA and the LA's consultants, if any, are set forth in the attached Exhibit B.

#### **§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 LA shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services.

§ 11.8.2 Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to LA without mark-up.

§ 11.9 LA acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that LA hereby agrees to comply with the terms of same.

#### **§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the LA's Services, the LA shall submit a sworn statement to the County's designated representative, along with timesheets detailing hours worked, receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by LA for Additional Services. In the event that LA's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of LA or LA's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the LA certifying that the work was performed, it was authorized by County, and that all information contained in the invoice is true and correct.

**§ 11.10.2.** County's designated representative shall review the LA's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once County approves the LA's invoice, County shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

**§ 11.10.3** County's payment for goods and services is governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by LA, County shall notify LA of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of LA, LA shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by LA beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, LA shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the County's designated representative when payment is requested.

**§ 11.10.5 Right to Audit.** LA 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. LA 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 LA which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LA agrees that County shall have access during normal working hours to all necessary LA 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 LA reasonable advance notice of intended audits.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**§ 12.1** The LA shall provide prompt written notice to the County if the LA becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the LA's Instruments of Service.

**§ 12.2** LA AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY LA, LA'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH LA INCLUDING, WITHOUT LIMITATION, LA'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH LA EXERCISES CONTROL.

**§ 12.3** LA FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM LA'S FAILURE TO PAY LA'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY LA.

**§ 12.4** LA FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY LA IN THE PERFORMANCE OF THIS CONTRACT.

**§ 12.5** THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT LA'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS 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 LA IS NOT LEGALLY LIABLE, LA'S OBLIGATIONS SHALL BE IN PROPORTION TO LA'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

**§ 12.6** IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF LA, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH LA EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN LA IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. LA SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT LA, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES

OVER WHICH LA EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE LA, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH LA EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**§ 12.7 Not Used.**

**§ 12.7.1 Not Used.**

**§ 12.8** The Parties 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 will take affirmative steps 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.

**§ 12.9** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, [www.tbae.state.tx.us](http://www.tbae.state.tx.us), has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, any responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the County and the LA and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and LA, unless such amendment by unilateral action of the County is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by County and LA.

**§ 13.2** This Agreement is comprised of the following documents listed below:

- .1 This Agreement for Landscape Architectural Services;
- .2 Exhibit A: Scope of LA's Basic Services, if any;
- .3 Exhibit B: Hourly Rates, if any;
- .4 Exhibit C: Production Schedule, if any;
- .5 Exhibit D: Williamson County Vendor Reimbursement Policy
- .6 Exhibit E: Scope of Work Site Plan

§ 13.3 This Agreement is not effective until signed by the County and LA. 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. The LA's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that LA has the obligation to ensure compliance with this Agreement by itself and its employees, agents, and representatives.

This Agreement shall be effective as of the date of the last party's execution of this Agreement.

**WILLIAMSON COUNTY, TEXAS (County)**

**STUDIO | 16:19, LLC (LA)**

By: 

By: 

~~Dan A. Gattis,~~ Lisa L. Birlaman  
Williamson County Judge Comm., Pct. 1

(Signature)

Date Signed: July 14, 2015

Printed Name: BRENT A. PARKER

Title: MANAGING PRINCIPAL

Date Signed: JULY 06, 2015



## **Exhibit A**

### **Scope of LA's Basic Services**

If LA is to provide Basic Services in addition to those described in Article 3 of the Agreement, such Basic Services shall be set forth and described in this Exhibit A.

THE FOLLOWING SCOPE OF LA'S BASIC SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS EXHIBIT A IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE AND WILL BE CONTROLLING.

In consideration of the compensation provided in the Agreement, LA shall perform the following services as a part of the Scope of LA's Basic Services:

#### **A1.0 PROJECT INFORMATION**

##### **A1.1 General Scope**

The purpose of the services described herein is to provide professional landscape architectural services necessary for the development of trail drainage improvements, embankment stabilization, and trail surface re-grading/ stabilization for a portion of the Brushy Creek Regional Trail in Williamson County into Williamson County's Champion Park. It is the LA's intent to work in effective cooperation with County to achieve an efficient and acceptable entitlement and implementation of the Project.

##### **A1.2 Program**

LA shall provide services, as later described for, but not limited to, the following general program elements.

- Approximately +/- 1,000 linear feet of decomposed granite hike & bike trail reconstruction connecting the WCID Dam #7 Improvements to the Brushy Creek Regional Trail system just prior to the bridge entering Champion Park.

##### **A1.3 Development Budget Goal**

A development budget of approximately \$366,534.00 has been established at this time for design and construction. The LA will generate and revise an opinion of probable construction costs (OPCC) throughout the Project's design development but does not guarantee that proposals, bids, or actual Project cost will not vary from its opinion of probable construction costs (OPCC)\*.

##### ***\* Opinions of Probable Construction Costs (OPCC)***

*Opinions of probable construction costs provided by the LA are based on the LA's familiarity with the construction industry and are provided only to assist the Williamson County's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement*

**Exhibit A**  
**Scope of LA's Basic Services**

*by the furnishing of OPCC.*

**A2.0 SCHEMATIC DESIGN PHASE**

**A2.1 Data Collection | Site Assessment**

The LA shall consolidate all available data and information into an overall project base map of existing conditions to be used throughout the design process. Necessary information may include, but is not limited to:

- Current Williamson County and/or City, State ARC/GIS/AutoCAD data sets available for the entire project area.
- Infrared/Aerial photography of entire project.
- Construction and as-built plans (if available) in AutoCAD format for existing infrastructure related to the Project site.
- Existing geotechnical information.
- Survey Data existing or procured in the field.

The LA shall develop a digital photographic inventory of the existing project site and any critical issues potentially impacting the site, existing conditions, as well as serve as a visual reference for the design team.

Upon completion of data collection, the LA shall conduct a preliminary site assessment walk with County and design team to identify site opportunities and constraints as they relate to the design of the Project.

**A2.2 Surveying Services**

The LA shall perform field work necessary to gather the requested data to verify existing topography. All data will be gathered electronically by the use of GPS, conventional, and digital levels as needed. Data to be collected will include: Existing edge of pavement within project area, drainage structures, surface utilities and generate a contour map of the area at 1 foot intervals (vertically). An AutoCAD drawing of the gathered information will be generated to a specified scale.

**A2.3 Environmental Analysis**

The LA will prepare an environmental technical memorandum that will document compliance with environmental regulations applicable to County-funded projects.

- The technical memorandum will include documentation of water resources, biological resources, and hazardous materials that may be present in the project area based upon background research as well as the results of a field visit.
- A summary of the archeological survey results will be included in the technical memo.

In the event that additional scope is determined necessary upon completion of the initial resource assessments and as indicated, a separate proposal and estimated cost for the additional work efforts will be provided as Additional Services.

**A2.4 Preliminary Design**

The LA shall facilitate and prepare preliminary design and trail routing for the Project, as

## **Exhibit A**

### **Scope of LA's Basic Services**

follows:

- Conduct preliminary meetings with the WCID Dam #7 design engineer to determine coordination efforts, requirements, and schedule coordination.
- Preliminary walk and staking of route with County, as requested.
- Identify opportunities and constraints assessment.
- Preparation of a preliminary routing plan for the trail. The plan will define the character and essentials of the Project concept, including description of materials.
- Prepare an Opinion of Probable Construction Costs (OPCC) for proposed work including appropriate escalation factors and contingencies.
- Review preliminary routing plan with County and stakeholders.
- Revise route staking per approved preliminary routing plan.
- Initiating tree and topographic surveying services as necessary, to adequately accomplish the scope of work defined in this agreement and based on the approved preliminary routing plan and staking.

#### **A3.0 DESIGN DEVELOPMENT PHASE - NOT USED**

#### **A4.0 CONSTRUCTION DOCUMENTS PHASE**

##### **A4.1 Regulatory Entitlement and Construction Documentation**

Upon County's approval of the preliminary design drawings and the LA's opinion of probable construction costs, the LA prepares drawings necessary to establish size, shape, dimensions and capacity of the work. LA shall compliment drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. LA shall coordinate all utility needs with the Williamson County and utility service provider(s). The LA shall:

- Coordinate construction drawings and specifications with the WCID Dam #7 design engineer to update coordination efforts.
- Coordinate construction drawings and specifications with other consultants.
- Prepare sixty percent (60%) construction drawings and update Opinion of Probable Construction Costs (OPCC).
- Review 60% construction drawings with County.
- Prepare one-hundred percent (100%) construction drawings, specifications, reports, permit applications and other documents required for permitting and construction; update OPCC.
- Assist County in filing the appropriate plans and documents with the City of Cedar Park, Texas, Texas Department of Licensing and Regulation (TDLR), and any other regulatory entity required. Payment of all permitting and review Fees to be provided by County.
- Review all modifications requested by the regulatory agencies with County. Revise drawings and submit documents to the appropriate agency(s) for final processing, approvals and permits.

**Exhibit A**  
**Scope of LA's Basic Services**

**A4.2 TCEQ Water Pollution Abatement Plan (WPAP)**

LA shall provide the following services:

- Prepare a WPAP Contributing Zone Plan exception request to reflect the proposed improvements for the trail route. (Should the exception be denied then Geologic Assessment will be required as identified additional services.
- Review and incorporate Geological Assessment / Karst Survey within application.
- Meet with TCEQ to review application and address any comments required for approval/permitting.
- 

**A5.0 BIDDING OR NEGOTIATION PHASE**

**A5.1 Bidding**

LA shall assist County during the bidding process. The LA shall:

- Coordinate the schedule for bid advertising, pre-bid conference and bid opening.
- Prepare and organize bid solicitation & proposal forms consistent with County's requirements.
- Arrange for distribution of the bid documents.
- Attend and Assist with the pre-bid conference and document the proceedings.
- Prepare and issue Addenda.
- Attend the bid opening
- Review bids including alternates and formulate bid tabulation.
- Provide written recommendation to County.
- Assist with issuance of the Notice of Award & construction contract documents/ agreement.

**A6.0 CONSTRUCTION PHASE**

**A6.1 Construction Observation**

The LA shall provide construction observation services in support of work prepared for bidding and implementation related to this project. Estimated construction time has not been established at this time. LA shall conduct monthly progress meetings to monitor the status and quality of construction and to determine in general if the construction is proceeding in accordance with the intent of the design and construction documents. The LA may periodically make additional site visits other than progress meetings. On the basis of its observations while at the site, the LA will keep the County informed of the progress of construction and may recommend to the City the rejection of work failing conformance to the contract documents.

The LA shall endeavor to secure compliance by the contractor to the plans and specifications. The LA shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and the LA shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Construction Observation shall include:

- Attend and Assist with the pre-construction meeting. Not to exceed one meeting.

**Exhibit A**  
**Scope of LA's Basic Services**

- Construction observation – preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals and mock-ups (as required).
- Conduct monthly progress meetings with County, design team and contractor on site. LA shall issue progress meeting minutes. Not to exceed three meetings.
- Review and approve contractor Applications for Payment.
- Coordinate final inspection(s) and walk-thru for substantial completion; TDLR inspection for accessibility; issue punch list for incomplete items including time for completion. Not to exceed one meeting.
- Conduct final inspection for acceptance of Project. Not to exceed one meeting.
- Acquire final close-out documents, warranties, accurate as-built drawings and other documents required to close-out project from the contractor.
- Review and approve contractor's final Application(s) for Payment including retainage.  
\* *TDLR Inspection fee to be paid by County.*

**A7.0 ADDITIONAL SERVICES**

**A7.1 Scope of Work NOT included in Basic Services**

Services requested by the County that are not included in Basic Services are considered Additional Services and shall be acquired and paid for by the County pursuant to the terms of the Agreement. Additional Services shall only be provided if previously authorized, in writing, by the County. Additional Services may include, but not limited to, the following:

Additional Services may include, but not be limited to, the following:

- Geologic Assessment related to Contributing Zone Plan.
- USACE 404 Nationwide permit – Waters of the United States
- FEMA Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- Preparation of Phased bid package(s) with reduced scope of items defined herein. Including construction drawings and specifications.
- Drainage Analysis and / or storm system design services
- Traffic impact Analyses.
- Bridge Design (including pre-engineered structures).
- Hazardous Site Assessments.
- Land Acquisition services.
- Easement acquisition or vacation including preparation of easement documents.
- Preparation of multi-use agreement(s) and exhibits
- Assistance or representation in litigation concerning the property of proposed project.
- Services required after final acceptance of construction work.
- Environmental study (i.e., Phase I Permit).
- U.S. Fish and Wildlife Service: (Environmental Assessment Report).
- Revisions to drawings previously approved by the County due to changes in: Project scope, budget, schedule, or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or

**Exhibit A**  
**Scope of LA's Basic Services**

- regulations subsequent to the preparation of such documents.
- Preparation of materials for marketing or purposes other than in-progress approvals.
- Preparation of as-built drawings.
- Public or other presentations beyond those described in Basic Services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
- Providing professional services for the field selection of plant materials.
- Design of on-site and off-site utility extensions beyond those described in Basic Services.
- Construction materials testing.
- Providing ANY services other than those outlined in Basic Services.

**Exhibit B**  
**Hourly Rates**

**B1.0 STANDARD HOURLY RATE SCHEDULE**

Principal Planner/ Landscape Architect.....	\$ 145.00/hr.
Associate Principal Planner / Landscape Architect.....	\$ 125.00/hr.
Senior Associate Planner/ Landscape Architect.....	\$ 115.00/hr.
Associate Planner/ Landscape Architect.....	\$ 100.00/hr.
Staff Planner/ Landscape Designer.....	\$ 85.00/hr.
Administrative.....	\$ 65.00/hr.

*These rates are effective January 1, 2015 and are subject to annual adjustment.*

**Exhibit C**  
**Production Schedule**

The LA shall complete the Project within 360 calendar days, commencing upon the issuance of Notice to Proceed via signed agreement, and receipt of documents to be provided by the County as identified in Article 5 of the Agreement.

**C1.0 ANTICIPATED SCHEDULE/ MILESTONES**

C1.1	Schematic Design Phase	30	Days
C1.2	Design Development Phase	N/A	
C1.3	Construction Document Phase TCEQ WPAP CZP Exception Request (60 days included as part of this Phase)	120	Days
C1.4	Bidding/ Negotiation Phase	60	Days
C1.5	Construction Services Phase (estimated time of construction)	150	Days

The LA is not in control of timing in regards to regulatory review and schedule or County's timing regarding review comments, but will make its best effort to fulfill anticipated schedule as well as will consider opportunities to accelerate the schedule where feasible.



## **Exhibit D**

# **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice 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 vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor 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.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and

## **Exhibit D**

- vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
  - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
  - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
  - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
  - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
  - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
  - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
  - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
  - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.



## **Exhibit D**

### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

### **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

### **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date

## **Exhibit D**

- 7.2.1.2 Destination
- 7.2.1.3 Purpose
- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

### **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

### **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

### **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants

## **Exhibit D**

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Hand tools
- 10.19 Safety Equipment (hard hats, safety vests, etc.)
- 10.20 Office supplies
- 10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.



# Exhibit E

## Scope of Work Site Plan

EXHIBIT E

