

January 26, 2016

Mr. Duane Gossett
Facilities Maintenance
3101 SE Inner Loop Rd
Georgetown, TX 78626

via E-mail: DGossett@wilco.org

**SUBJECT: Proposal & Agreement for Roof Improvements Consulting Services
Williamson County Justice Center Courthouse Annex
405 Martin Luther King Street, Georgetown, Texas 78626**

Dear Mr. Gossett,

Jim Whitten Roof Consultants, LLC (hereinafter "JWRC" or "Service Provider") is honored and pleased to present this proposal/agreement for providing roof consulting services at the subject property. This proposal is based on a phone call request for proposal on Friday, February 26, 2016, our preliminary site visit with Dwayne Gossett of the Williamson County Facilities Department, Aaron Todd's site reconnaissance with Mr. Gossett, and project plans, and our education, training, knowledge and experience working on similar projects and issues. The following sections present project information, our proposed scope of services, schedule and fee information, and instructions for authorization.

PROJECT INFORMATION

We understand that Williamson County (hereinafter also referred to as "County") is requesting this proposal for JWRC to provide roof consulting services to include a condition assessment of the north roof with respect to the observed deteriorating conditions (cracking, crazing, and granule loss of the granule surfaces, and the shrinkage of the membrane end and side laps) of the granule surfaced modified membrane roof and to assist in contacting the roofing material manufacturer that issued the roof system guarantee and discussing our findings regarding the condition of the roof membrane.

Based on our review of the Tamko Roofing Products Roofing System NDL Guarantee the roof was completed May 1, 2004 and is believed to be the original roof assembly

We further understand the scope of work will be based on the County's contract procedures.

SCOPE OF SERVICES

1. Roof Condition Assessment Report of Observed Deficiencies

- Based on our site visits and observations, we will prepare a photo report with observed deficiencies, and possible warranted repairs to correct the deficiencies.
- Meet with you to review our report and recommendations and discuss the advantages and disadvantages of each option.
- Meet with the Tamko Representatives, on the roof, to discuss how the deteriorated conditions have shortened the expected service life of the roof.

SCHEDULE

We are available to commence with the above scope of services within one week of receiving written authorization to proceed. We estimate approximately two (2) days to complete our report.

FEES AND EXPENSES

Based on our understanding of the requested scope of services, we propose to perform the work on a time-materials basis, in accordance with the Fee Schedule below, not to exceed \$ 2,500; to complete the above proposed scope of services.

Consulting Services Fees

1. Condition Assessment and Report of Recommendations, meeting with you to discuss our findings, and meet with Tamko representatives

2016 FEE SCHEDULE

Senior Consultant:	\$175/Hr
Project Consultant/Project Manager:	\$150/Hr
Staff Consultant:	\$125/Hr
Senior Technician:	\$100/Hr
Project Technician:	\$ 85/Hr
Staff Technician:	\$ 70/Hr
CAD Operator:	\$ 75/Hr
Administrative:	\$ 60/Hr
Reimbursable Expenses to be billed At Cost	
Reimbursable Vehicle Mileage Rate.....	\$0.54/Mi
Hourly rates for Appraisal Services, Depositions and Court testimony are billed at 1.5 times the above hourly rates.	

ADDITIONAL SERVICES

We will not perform additional services beyond the above proposed scope of services without your prior written approval. If additional services are requested, we will prepare a separate proposal for your review and authorization.

To authorize us to proceed with the above proposed scope of services, please execute your signature in the space provided below. If an alternate form of authorization is required, please issue for our execution at your earliest convenience; including the Williamson County requirements for CGL insurance and E&O Insurance.

Williamson County Additions

COUNTY VENDOR REIMBURSEMENT POLICY

All travel reimbursements must be paid pursuant to the Williamson County Vendor Reimbursement Policy, which is attached as ATTACHMENT "B" to this Agreement and incorporated herein as if copied in full.

PAYMENT

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late 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 a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Architect of the invoice discrepancy. Following County's notification of any discrepancy as to an invoice, the Architect must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

RIGHT TO AUDIT

Service Provider agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

TERMINATION FOR CONVENIENCE

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof.

VENUE & APPLICABLE LAW

Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

NON-ASSIGNMENT

Service Provider may not assign this contract.

NO AGENCY RELATIONSHIP & INDEMNIFICATION

It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with County, nor shall Service Provider hold himself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend County against any claim, demand, loss, injury, damages, action, or liability of any kind against County resulting from any services Service Provider perform on behalf of County.

Please contact us if you should have any questions with this proposal.
Best Regards,

JIM WHITTEN ROOF CONSULTANTS, LLC

Jim Whitten

Jim Whitten
Senior Consultant

ACCEPTED AND APPROVED



Authorized Representative Signature

03-24-2016

Date

DAN A GATTI Senior Consultant

Printed Name/Title

ATTACHMENT A TERMS AND CONDITIONS

I. DEFINITION OF TERMS

- A. The Project – The completed installation defined by the Contract Documents including the design, all as described in the Consultant's Proposal.
- B. This Part of The Project – That portion of The Project for which the Consultant is to provide its professional roofing and/or waterproofing consulting services.
- C. Client – The entity named in the Consultant's Proposal.
- D. Consultant – Jim Whitten Roof Consultants, LLC
- E. Work – All work performed in connection with The Project other than services performed by the Consultant. Work is the portion of The Project that is the responsibility of the Contractor and its subcontractors.
- F. Services – Those professional roofing/waterproofing consulting services provided by the Consultant to the Client in connection with The Project. Such Services consist of both Basic Services and Additional Services as described in the Agreement Letter. It is clearly understood the Consultant is providing professional services only and is not providing nor participating in the provision of any product(s).
- G. Agreement – The Agreement Letter, these Terms and Conditions, the Hourly Rate Schedule, and any other attachments will be referred collectively as the "Agreement" between the Client and the Consultant.
- H. Contract Documents – The drawings, specifications, addenda, and change orders that define The Project.
- I. Special Consultants – Consultants or firms in specialized fields outside of Consultant's area of expertise who are retained through the Consultant to provide various services. The use of Special Consultants is subject to the acceptance by the Consultant to provide the services of such Special Consultants, and to the Client's written approval.
- J. Hazardous Materials – Any substances, including but not limited to asbestos; toxic materials; toxic or hazardous waste; PCBs; pollutants including any solid, liquid, gaseous, thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste; mold, mildew, or other microbial growth; combustible gases and materials; petroleum or radioactive materials (as each of these is defined in applicable federal statutes); or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

II. CONSULTANT'S RESPONSIBILITIES

- A. Standard of Care – Consultant will render Services under this Agreement in accordance with generally accepted professional practices using reasonable care and skill consistent with that ordinarily exercised by members of their profession under similar conditions of time and locale. Except as expressly provided for in this Paragraph II.A., Consultant makes no expressed or implied warranties as to its Services rendered under this Agreement, and any other expressed or implied warranties are expressly disclaimed and waived.
- B. Accounting Records – Consultant will maintain adequate accounting records pertaining to The Project and shall make them available to Client upon Client's request and at mutually convenient times.
- C. Excluded Services – Consultant will not obligate itself to provide any Services which, in the Consultant's professional opinion, are outside its area of expertise or are in violation of applicable codes or regulations.
- D. Insurance – For the period of design and construction of the Project until substantial completion, during which time the Consultant is providing Services to the Client, Consultant will secure and maintain in force policies of insurance in connection with Consultant's Services of The Project with limits of not less than those listed below:
1. Professional Liability (Negligent Errors and Omissions) – Limits of \$1,000,000 per claim and \$2,000,000 aggregate. The Consultant agrees to maintain this professional liability coverage for the period of design and construction of the Project, and for a period of one (1) year following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement "reasonably available" and "commercially affordable" shall mean that more than half the Consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.
 2. Commercial Umbrella Liability - \$2,000,000 combined, single limit.
 3. Non-Owned Automobile Liability - \$1,000,000 combined, single limit.
 4. Worker's Compensation – as required by statutory amount.
- The indicated coverages shall be subject to all of the terms, exclusions and conditions of the policies. If requested, Consultant will furnish Client a certificate evidencing that the required insurance is in effect. Insurance carried by Special Consultants will be subject to the approval of both Consultant and Client.
- E. Job Site Visits – Consultant will visit the project site as described in the Agreement Letter as Consultant determines is appropriate to the stage of construction for This Part of The Project to become generally familiar with the progress and quality of Work completed for This Part of The Project and to determine, in general, if the Work is consistent with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site visits to check the quality or quantity of the Work for This Part of The Project. Consultant will provide written reports of observed defects and deficiencies, if any, to the Client following each Job Site Visit.
- The Consultant shall not be responsible for any acts or omission of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- The Consultant shall have the authority to recommend to the Client rejection of any Work that is not, in the judgment of the Consultant, in conformance with the Contract Documents. Neither this authority nor the Consultant's good-faith judgment to recommend rejection or not recommend rejection any Work shall subject the Consultant to any liability or cause of action to the Contractor, subcontractors or other suppliers or persons performing work on The Project.

F. Coordination with Special Consultants – Consultant will coordinate the Services provided by Special Consultants with the Consultant and with other Special Consultants.

III. CLIENT'S RESPONSIBILITIES

A. Access to Site – Client will furnish or obtain full and free access to all property as necessary for the performance of Consultant's Services under this Agreement.

B. Permits and Approvals – Client will furnish permits and approvals from all governmental authorities having jurisdiction over This Part of The Project and from others as may be necessary for completion of The Project.

C. Design Criteria – Client will timely furnish detailed information, design criteria, drawings, specifications, construction standards, and full information as to Client's requirements for The Project. Failure to provide the information or documentation when requested may result in the delay of the Project.

D. Reviews and Authorizations – Client shall receive and examine documents submitted by Consultant, interpret and define Client's policies and promptly render decisions and authorizations in writing to prevent unreasonable delay in the progress of Consultant's Services.

E. Client's Consultants – It is understood and agreed that the Client shall contract directly with other consultants to provide other services for The Project. The Client agrees that Consultant shall have no responsibility for any portion of The Project designed by other consultants engaged by the Client. The Consultant shall not be required to check or verify or consultants' contract documents or reports and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents or reports with applicable laws, codes, statutes, ordinances and regulations.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Client.

F. Insurance – Client represents and warrants that all other design professionals will be required to have or obtain professional liability and general liability insurance in amounts that at least equal the minimum amounts required of the Consultant (see section II.D.).

IV. PAYMENTS TO CONSULTANT

As set forth above in the Agreement Letter.

V. DOCUMENTS

A. Ownership – All documents, including Drawings, Specifications, computer files, electronic media, field data, calculations, notes, and other documents and instruments prepared or furnished by Consultant to Client pursuant to this Agreement are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including copyright thereto.

Whether or not the Project is completed, but subject to the provisions of this Article all such documents are instruments of professional service only and Consultant is not providing any product. Upon completion of the Services and payment in full of all monies due to Consultant, Client may retain copies of all such documents as its property. Such documents are not intended or represented to be suitable for reuse on extensions of the Project or on any other project. Any reuse of such documents without written verification or adaptation by Consultant for the specific purpose intended (for which Client shall pay Consultant compensation at rates mutually agreed upon) will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants, and Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and Special Consultants against all claims, damages, losses, and expenses (including reasonable attorneys' fees, defense costs, and court costs) arising from or allegedly arising from or in any way connect with the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

B. Unauthorized Changes – The Consultant shall have no liability to the Client or others for changes made to the Consultant's documents or to the Project by the Client without the Consultant's prior written approval.

VI. LIABILITY LIMITATION

To the extent authorized under Texas law, Consultant shall have no liability to Client or to others for acts or omissions of the Contractor or any other persons performing Work on The Project; or for construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions, in connection with the Work; or for Contractor's failure to carry out the Work in accordance with Drawings and Specifications prepared by Consultant; or for acceptance by the Client, its agents, subcontractors, or employees, of materials, equipment and/or workmanship over the objection of Consultant, its agents or employees if such materials, equipment or workmanship in question have been rejected in writing by Consultant, prior to the inclusion of same in The Project and Client shall fully notify Consultant in writing before Client, its agents, subcontractors, or employees accept anything without prior written approval of Consultant so that Consultant may timely object to such acceptance; or for any other reason beyond warranty of the use of reasonable professional skills in execution of the assignments covered by this Agreement. Furthermore, Consultant shall not be responsible for the defects or omissions in the Project or Work resulting from any deviation from Consultant's Services; or of the Contractors or subcontractors, or any of the contractors' or subcontractors' employee's, or that of any other persons or entities responsible for performing any of the Work result as contained in the construction contract for This Part of The Project.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's entire liability for Client's damages, failure to perform Consultant's Services according to the terms and conditions of this Agreement, or otherwise in connection with the Project to the fee paid to the Consultant, or \$50,000, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consultant will not be responsible for accuracy, completeness, errors, or omissions contained in the services provided by Special Consultants. Such Special Consultants are provided for the Client's benefit only, and are only retained through the Consultant for the Client's convenience. Consultant may rely on the services provided by Special Consultants to be accurate, complete, and free of errors and omissions.

This Agreement is made for the benefit of Client and Consultant only. Accordingly, no third party shall have any claim against either Client or Consultant by virtue of this Agreement of the Services rendered hereunder.

VII. HAZARDOUS MATERIALS

It is understood and agreed that in seeking the professional services of the Consultant under this Agreement, the Client is requesting the Consultant to perform Roofing and/or Waterproofing Consulting Services for the Client's benefit. Both parties agree that the Consultant has not been retained or compensated to provide any services (including but not limited to design or construction review services in the abatement, replacement, detection, identification, or removal of hazardous materials) related to the presence of any hazardous materials.

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold the Consultant, its officers, partners, employees, and Special Consultants harmless from and against all claims, suit actions, demands, liabilities, losses, damages and expenses, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement or disposal of any hazardous materials in the Project, in materials used in the construction or modification of the Project, and arising from the presence of pollutants that exist on, about, or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

VIII. TERMINATION

As set forth above in the Agreement Letter.

IX. MISCELLANEOUS PROVISIONS

A. Assignment of Rights – Neither Client nor Consultant shall assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written consent of the other. Subject to the preceding sentence, this Agreement shall inure to the benefit of and shall be binding upon the successors, assigns and legal representative of each party. Subcontracting to Special Consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

B. Entire Agreement – This Agreement represents the entire and integrated Agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

C. Betterment – If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's contract documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original contract documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

D. Dispute Resolution – In the event of a dispute arising out of or relating to this Agreement or the Services rendered hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbonding mediation conducted in accordance with rules and procedure to be agreed upon by the parties.

If the steps indicated above cannot resolve any disputes, and arbitration or litigation is necessary, such action will be held in Austin, Travis County, Texas, without regard to its conflict of law provisions. The prevailing party to any dispute, including payment disputes, arising from this Agreement will be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, litigation or arbitration expenses, collection expenses, witness fees, court costs, attorneys' fees, and all other related expenses in such litigation.

In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Texas corporation, and not against any of the Consultant's individual employees, officers, or directors.

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the Consultant's services are completed or terminated.

E. Interpretation – Limitations on liability, waivers and indemnities this Agreement are business understandings between the parties and shall apply to all legal theories or recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Consultant's sole or gross negligence or the Consultant's willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Consultant as a third-party defendant. "Parties" means the Client and the Consultant, and their officers, directors, partners, employees, subcontractors, and Special Consultants.

F. Force Majeure – Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, fires, riots, war, natural disasters, strikes, lockouts, accidents or any other events beyond the reasonable control of the other party, its employees or agents.

G. Severability – In the event any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be valid and binding upon the parties.

H. Survival – Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties, including all limitations of liability, indemnifications, warranties, and representations, shall survive such completion or termination and remain in full force and effect until fulfilled.

I. Safety – Consultant has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods or temporary bracing. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and any Special Consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

J. Cost Estimates – Any opinion of the construction cost prepared by Consultant represents its best judgment as a design professional familiar with roofing, exterior wall and/or waterproofing work and is supplied for the general guidance of Client. Since Consultant has no control over cost of labor and materials, over competitive bidding, or other market conditions, Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

K. Value Engineering – If the Client retains the services of a Value Engineer (VE) to review the Contract Documents prepared by the Consultant, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Consultant's Services. The Client shall promptly notify the Consultant of the identity of the VE and shall define the VE's scope of services and responsibilities for the Consultant. All recommendations of the VE shall be given to the Consultant for review, and adequate time shall be provided for the Consultant to respond to the recommendations.

If the Consultant objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client requires the incorporation of changes in the Contract Documents to which the Consultant has objected, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Consultant and to indemnify and hold harmless the Consultant from any and all damages, liabilities or costs, including reasonable attorney's fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding, contract or other documents. The Consultant shall be compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Consultant's time for performance of its services shall be equitably adjusted.

L. Instructions to Contractor – Consultant's instructions to the Contractors shall be issued in writing through the Client unless otherwise mutually agreed.

M. Titles – The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

N. Third-Party Beneficiaries – 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 Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

O. Renegotiation – Lump sum and not-to-exceed Agreements will be subject to renegotiation at the Consultant's discretion if the duration of The Project is more than twenty-four (24) months.

P. Contingency – The Owner and the Consultant agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the Contract Documents prepared by the Consultant and therefore, that the final construction cost of the Project may exceed the estimated construction cost. The Owner agrees to set aside a reserve in the amount as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Consultant or is Special Consultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

Q. Verification of Existing Conditions – Inasmuch as the remodeling and/or rehabilitation of the site requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the facilities, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and Special Consultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant. In addition, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing site, or from any deficiencies or inaccuracies in any information or documentation furnished to the Consultant by the Client.

R. Defects in Service – The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

END OF ATTACHMENT A

Attachment B
Williamson County Vendor Reimbursement Policy

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

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.

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

- 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

- 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.