

# **AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES**

**(Phase II - Design Development, Construction Documents, Bidding, and Construction Administration)**

**THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES (Phase II - Design Development, Construction Documents, Bidding, and Construction Administration Phases)** (“Phase II 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", and **Jackson & Ryan Architects, Inc.**, a Texas corporation, hereinafter "A/E".

## **R E C I T A L S**

**WHEREAS**, the County intends to reconstruct and expand the Williamson County Regional Animal Shelter, which is located at 1855 SE Inner Loop, Georgetown, Texas 78626, hereinafter called the “Project”;

**WHEREAS**, the County and the A/E executed an Agreement for Architectural and Engineering Services for Phase I programming and schematic design services to be effective as of August 18, 2014; (“Phase I Agreement”);

**WHEREAS**, County and A/E thereafter added Additional Services to the Phase I Agreement and set forth their agreements in an Amendment No. 1 to Agreement for Architectural and Engineering Services dated effective as of December 3, 2015 (“Amendment No. 1”);

**WHEREAS**, County and A/E thereafter executed a Supplemental Agreement to Amendment No. 1 in order to add presentation and work sessions to the scope of the Additional Services set forth under Section IV of Amendment No. 1;

**WHEREAS**, A/E has completed the Phase I programming and schematic design services and the Additional Services set out and described in both the Phase I Agreement, Amendment No. 1 and Supplemental Agreement to Amendment No. 1;

**WHEREAS**, pursuant to the Phase I Agreement, County and A/E now desire to proceed with contracting for the Phase II services;

**WHEREAS**, County and A/E have negotiated a fee for such Phase II services and set forth same along with the scope of services for Phase II services in this Phase II Agreement; and

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

## **SECTION I SCOPE OF AGREEMENT**

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E fee as stated in the sections to follow.

## **SECTION II CHARACTER AND BASIC SCOPE OF PHASE II SERVICES**

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

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

**C.** County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

**D.** A/E shall perform the following scope of services, which collectively shall be referred to herein as the "Basic Scope of Phase II Services":

1. The Basic Scope of Phase II Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
2. The following documents shall be used in the development of the Project:
  - a. National Environmental Policy Act (NEPA);
  - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
  - c. Americans with Disabilities Act (ADA) Regulations;
  - d. International Building Code, current edition as updated;
  - e. National Electrical Code, latest edition;
  - f. Williamson County Minimum Specifications for New Buildings, Latest Edition; and
  - g. All other local, state and federal documents, codes and regulations to

which the Project must comply.

3. As part of the Basic Scope of Phase II Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.

### **SECTION III ADDITIONAL SERVICES AND CHARGES**

For the performance of the services not specifically described as Basic Scope of Phase II Services under Section II above (sometimes referred to herein as “Additional Services”), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services fees based upon the method and rates set forth **Exhibit “B”**.

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

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of **\$80,000.00**.

### **SECTION IV TIME FOR PERFORMANCE**

A/E has completed the Programming and Schematic Design Services as a part of the Phase I Agreement. The A/E shall now proceed with the performance of the services called for in Exhibit “A”, Section A. (Design Development Phase) of this Phase II Agreement and shall complete such services within **120 days** after the Effective Date of this Phase II Agreement. Upon approval by the County of the design development documents together with any changes or modifications thereof requested by the County, the A/E shall proceed with the performance of the services called for in Exhibit “A”, Section B. (Construction Document Phase) of this Phase II Agreement and shall complete such services within **150 days** after said approval of the design development document by the County. Upon approval of the contract documents, together with any changes thereto requested by the County, the A/E shall proceed with the performance of the services called for in Exhibit “A”, Section C. (Bidding and Contract Phase) of this Phase II Agreement. This Bidding and Contract Phase shall terminate and the services rendered thereunder shall be considered complete upon commencement of the construction phase. Upon award of a construction contract for the Project, the A/E shall proceed with the performance of the services called for in Exhibit “A”, Section D. (Construction Phase) of this Phase II Agreement and complete such services upon notification of final payment on the last prime contract to be completed. The above time limits may for good cause be extended, in writing, by the County as the Project proceeds.

## **SECTION V**

### **SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT**

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

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as may be set out herein.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Basic Scope of Phase II Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Phase II Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Phase II Agreement has been achieved.
5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

**B. Revision to A/E Work Product.** A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional fees for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional fees. If it is necessary due

to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional fees. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Phase II Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

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

## **SECTION VI BASIC PHASE II SERVICES FEE AND EXPENSES**

**A. Basic Phase II Services Fee.** For and in consideration of the Basic Scope of Phase II Services rendered by the A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a firm fixed fee of **\$778,856.02** hereinafter called the "Basic Phase II Services Fee", plus the amount payable under Section III (Additional Services and Charges).

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

For and in consideration of the services rendered by the A/E under Exhibit "A", Section A, (the Design Development Phase), the A/E shall receive a total fee of **\$233,778.77**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section B, (the Construction Documents Phase), the A/E shall receive a total fee of **\$338,110.55**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section C, (the Bidding and Contract Phase), the A/E shall receive a total fee of **\$67,527.06**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section D, (the Construction Phase), the A/E shall receive a total fee of **\$139,439.64**.

**B. Expenses.** Subject to the limit of appropriation under Section X, Engineer shall be reimbursed for actual non-labor expenses incurred in the performance of the services under this Phase II Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "D"**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up. In no event will the County be obligated to compensate the A/E for reimbursable expenses in an amount that is in excess of **\$59,472.00**.

**SECTION VII**  
**TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT**

**A. Time of Payment.** During the performance of the Basic Scope of Phase II Services provided for in this Phase II Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

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

The County shall review the statements within ten (10) days of the receipt and approve them with such modifications, if any, as it deems appropriate. The County shall then pay each statement within thirty (30) days after the Williamson County Auditor's receipt of an approved statement; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

**B. Interest and Late Payments.** County's payment for goods and services shall be 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 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 A/E, County shall notify A/E 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 A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E 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, A/E 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.

**C. Right to Audit.** A/E agrees to maintain, for a period of seven (7) 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. A/E agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Phase II Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this Phase II Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

## **SECTION VIII SUSPENSION AND TERMINATION**

**A. Suspension.** County may suspend the work at any time for any reason without terminating this Phase II Agreement by giving written Notice of Suspension and the work may be reinstated and this Phase II Agreement resumed in full force and effect within thirty (30) days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive days or more, A/E may terminate this Phase II Agreement in writing.

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

## **SECTION IX NOTICE AND PROJECT TEAM**

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

To the A/E:                Jackson & Ryan, Inc.  
                                Attn: Martha T. Seng, FAIA, Principal  
                                2370 Rice Blvd Ste. 210  
                                Houston, Texas 77005

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

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

### **B. Project Team.**

County's Designated Representative for purposes of this Phase II Agreement is as follows:

Dale Butler  
Williamson County Facilities  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1609  
Email: dbutler@wilco.org

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Phase II Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Phase II Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the



County's Designated Representative shall not have any right to modify, amend or terminate this Phase II Agreement. County's Designated Representative **shall not** have any authority to modify, amend and execute this Phase II Agreement on behalf of unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Phase II Agreement is as follows:

Martha T. Seng, FAIA, Principal  
Jackson & Ryan, Inc.  
2370 Rice Blvd Ste. 210  
Houston, Texas 77005

A/E shall not change the A/E's Designated Representative without the written consent of County. With respect to any action, decision or determination which is to be taken or made by A/E under this Phase II Agreement, the A/E's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Phase II Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute this Phase II Agreement on behalf of A/E.

A/E's project team shall be comprised of the same team that appeared on behalf of A/E during the Request for Qualifications interview process. Any change to the A/E's project team must be approved by County.

## **SECTION X LIMIT OF APPROPRIATION**

Prior to the execution of this Phase II Agreement, A/E has been advised by County, and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Phase II Agreement, that County shall have available the total maximum sum of **\$918,328.02** specifically allocated to fully discharge any and all liabilities, including the Basic Phase II Services Fee of **\$778,856.02**, the budgeted amount of **\$80,000.00** for Additional Services fees and the budgeted amount of **\$59,472.00** for reimbursable expenses to the A/E, and any and all costs for any and all things or purposes inuring under or out of this Phase II 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 Phase II Agreement which might in any light by any person be interpreted to the contrary.

## **SECTION XI SUCCESSORS AND ASSIGNS**

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

## **SECTION XII INSURANCE REQUIREMENTS**

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

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

## **SECTION XIII PUBLIC CONTACT**

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

## **SECTION XIV COMPLIANCE AND STANDARDS**

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

and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

## **SECTION XV OWNERSHIP OF DOCUMENTS, COPYRIGHT**

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

## **SECTION XVI INDEMNIFICATION**

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

**FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF THE A/E. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE OF A CLAIM THAT INITIATES THIS INDEMNITY, THE, A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION AT ITS OWN COST AND EXPENSE.**

**FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E IN THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES UNDER THIS PHASE II AGREEMENT. SUCH**

COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, THE A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS PHASE II AGREEMENT AND/OR PHASE II AGREEMENT EXHIBITS SHALL NOT LIMIT THE A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE PHASE II AGREEMENT AND/OR PHASE II AGREEMENT EXHIBITS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM THE A/E IS NOT LEGALLY LIABLE, THE A/E'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE PHASE II AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS PHASE II AGREEMENT, PHASE II AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E IN ANY SUCH PROCEEDINGS. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS INVOLVING THE ALLEGATIONS AGAINST THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E.

## **SECTION XVII MODIFICATIONS**

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

## **SECTION XVIII AUTHORITY OF COUNTY JUDGE**

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Phase II Agreement and all questions as to the acceptable fulfillment of this Phase II Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Phase II Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But

nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Phase II Agreement.

## **SECTION XIX SEVERABILITY**

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

## **SECTION XX VENUE AND GOVERNING LAW**

This Phase II Agreement shall be performable in Williamson County, Texas. Each party to this Phase II 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 Phase II Agreement shall lie exclusively in either Williamson County, Texas. Furthermore, this Phase II Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

## **SECTION XXI EQUAL OPPORTUNITY IN EMPLOYMENT**

The parties to this Phase II Agreement agree that during the performance of the services under this Phase II Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Phase II Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **SECTION XXII NO THIRD PARTY BENEFICIARIES**

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

### **SECTION XXIII CONSTRUCTION**

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

### **SECTION XXIV RELATIONSHIP OF THE PARTIES**

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

### **SECTION XXV NO WAIVER OF IMMUNITIES**

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

### **SECTION XXVI NO WAIVER**

No action or inaction taken pursuant to this Phase II Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Phase II Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

### **SECTION XXVII EXHIBITS**

The parties agree that all Phase II Agreement Exhibits referenced herein, and listed below, are incorporated herein by reference:

**Exhibit “A”:** Basic Scope of Phase II Services

**Exhibit “B”:** Hourly Rates

**Exhibit “C”:** Insurance Requirements

**Exhibit “D”:** Williamson County Vendor Reimbursement Policy

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

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

#### SECTION XXVIII EXECUTION

The County executes this Phase II Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Phase II Agreement shall be effective as of the date of the last party's execution of this Phase II Agreement ("Effective Date").


#### WILLIAMSON COUNTY:

By:   
Dan A. Gattis  
Williamson County Judge

Date Signed: 10-11-, 20 16

A/E:

**Jackson & Ryan Architects, Inc.**

By: 

Printed Name: MARTHA SENG

Title: PRINCIPAL

Date Signed: OCTOBER 3, 2016

## **EXHIBIT “A”**

### **BASIC SCOPE OF PHASE II SERVICES**

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

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

Capitalized terms set out herein shall be as defined in the Phase II Agreement. To the extent any capitalized terms set out herein are not defined in the Phase II Agreement, such terms shall be as defined in the Uniform General Conditions for Williamson County.

Immediately following the A/E’s Basic Scope of Phase II Services below is a copy of the Animal Shelter Master Plan - Animal Capacity and Construction Phasing (the “A.S. Master Plan”), which sets forth the construction phasing and steps for construction of the Project. Pursuant to this Phase II Agreement, the A/E Team will only be completing design through construction phase services for Construction Phase I and Construction Phase II, which consists of only Steps 1-9 in the A.S. Master Plan. The County may, in the future, procure architectural and engineering services in order to complete Construction Phase III, which consists of Steps 10-16 in the A.S. Master Plan; provided, however, such services are not a part of the Basic Scope of Phase II Services under this Phase II Agreement.

In consideration of the fee provided in the Phase II Agreement, A/E shall, based on standard architectural and engineering practices, perform the Basic Scope of Phase II Services set forth herein-below.

### **GENERAL**

1. The A/E will provide all professional services including but not limited to architectural, building envelope waterproofing, general data/IT design with outlets and necessary cabling pathways to feed all outlets shown on plans, security, structural engineering, mechanical engineering, electrical engineering, plumbing, landscape architecture, civil engineering, surveying and audio visual design necessary for the complete planning, design, bidding, construction administration and warranty documentation for the Project.
2. The A/E shall identify a Project Manager authorized to act on behalf of the A/E with respect to the Project. Once approved by County, the A/E’s Project Manager shall not be changed without the County’s written approval.
3. Identify, prepare and submit all permits required for the Project.



4. Digital (PDF) copies of documents including but not limited to plans, specifications and estimates shall be provided to the County at the County's request during the Project.
5. The A/E shall maintain a complete project file including but not limited to all correspondence, plans, specifications, estimates, submittals, requests for information, records documenting all changes to the Contract Documents, contractor pay applications and A/E certificates for Payment.
6. The A/E shall work with the County, the County's designated Contractor and other contractors of the County to provide the services described in this Phase II Agreement.
7. Provide re-platting / rezoning surveys
8. The A/E shall prepare and acquire all permits. The owner shall pay the actual permit fee.

#### **A. Design Development Phase**

1. A/E has completed Phase I programming and schematic design services under the Phase I Agreement. The A/E shall now prepare and submit Design Development Documents that conform to the County's budget requirements for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, building envelope waterproofing details and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, landscape architecture, civil, plumbing, data, security, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems. The Design Development Documents shall establish the amount required and in general the quality levels for each material and system.
2. The County shall receive interim review sets of plans and specifications at 50% and 75% complete. Comments from the County shall be addressed in revisions to the plans and specifications prior to any subsequent reviews.
3. Digital CADD files of all plan sheets shall be provided to the County in appropriate BIM format

#### **B. Construction Document Phase**

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 (as defined in the Contract Documents), the A/E 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.
2. The A/E shall submit the Construction Documents to the County, advise the County of any adjustments to the estimate of the Cost of the Work (as defined in

the Contract Documents), adjust the Project documents to bring the Project into compliance with the Project budget and request the County's approval.

3. Digital CADD files of all plan sheets shall be provided to the County in appropriate BIM format

### **C. Bidding and Contract Phase**

1. The A/E shall attend a pre-bid conference and assist the County in responding to questions, issuing addendums, and evaluating alternatives to specified materials or methods.

### **D. Construction Phase**

1. The A/E shall provide administration of the construction contract between the County and the Contractor as set forth below and in the Uniform General Conditions for Williamson County. In the event there is a conflict between the terms and conditions of this Exhibit and the Uniform General Conditions for Williamson County, the Uniform General Conditions for Williamson County shall control.
2. The A/E 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. On the basis of the site visits, the A/E 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. The A/E 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 A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
4. The A/E shall render initial decisions on Claims between the County and Contractor as provided in the Contract Documents or as requested by County.
5. The A/E shall review and certify the amounts due the Contractor. The A/E's certification for payment shall constitute a representation to the County, based on the A/E's evaluation of the Work, and on the data comprising the Contractor's Application for Payment, that, to the best of the A/E'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 A/E. The issuance of a Certificate for Payment shall be a representation that the

A/E has (1) made 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.

6. The A/E shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval.
7. The A/E 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.
8. The A/E shall review and respond to requests for information about the Contract Documents. The A/E 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 A/E's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the A/E shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
9. Subject to the approval of the County, the A/E 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 A/E in writing within twenty-four (24) hours of authorization of the change. The A/E 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 A/E shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents.
10. The A/E 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. The A/E'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.
11. When the Work is found to be substantially complete, the A/E 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.

12. The A/E 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.
13. The A/E shall furnish the following to the owner prior to final payment to the contractor: (1) One paper copy of the Project specifications and plan set, utilizing 24 inch by 36 inch sheets unless otherwise directed by County, accurately showing the contract drawings with all changes made to the design during the bidding and construction phases of the Project. (2) One electronic pdf file accurately showing the contract drawings and specifications with all changes made to the design during the bidding and construction phases of the Project, and (3) one complete electronic set of project documents, with each document being a separate pdf file, including but not limited to plans, specifications, estimates, correspondence, submittals, invoices, and contracts.
14. Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the A/E shall, without additional compensation, conduct a meeting with the County to review the facility operations and performance.
15. The A/E's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date of the end of the last warranty period for any equipment, material or workmanship on the Project.
16. The following activities shall also be performed as part of the Basic Scope of Phase II Services :
  - a. Issue pre-functional checklist and review Contractor Start-Up Reports.
  - b. Check final Test and Balance Report for supply air grilles. Check grilles on approximately sixty percent (60%) of system after test and balance completed. Walk with Test and Balance Contractor on any corrections as needed.
  - c. Attend initial owner start-up/training sessions of the mechanical system as needed. (Review O & M Manuals for completeness.)
  - d. Coordinate with Architect, General Contractor and Sub-Contractors on problems that arise during construction process and document solutions.
  - e. Provide periodic site observations during construction and provide site inspection reports of items in need of attention.
  - f. Develop mechanical electrical and plumbing start up plans for project and coordinate with project schedule.
  - g. Provide plans, notes, specification, and contract documents.
  - h. Attend meetings during project with Contractors to cover items for project as required.
  - i. Provide final Mechanical report.

- j. Issue certification of compliances required by City of Georgetown building officials for architectural and structural work.

**ANIMAL SHELTER MASTER PLAN -  
ANIMAL CAPACITY AND CONSTRUCTION PHASING**

JACKSON & RYAN ARCHITECTS

Williamson County Regional Animal Shelter  
Animal Capacity & Phasing

March 21, 2016

CONST. PHASE	STEPS	DURATION IN MONTHS	DESCRIPTION	NUMBER OF DOG KENNELS	NUMBER OF DOG CAGES	NUMBER OF CAT CAGES	AREA OF NEW CONST.	AREA OF RENOV. CONST.	COST FACTOR NEW CONST.	COST FACTOR RENOV.	COST OF CONST.
	2035 PROGRAM			207-244		203-339					
	STEP 0		Existing Shelter	41	45	107					
I	STEP 1	12	Construction of new adoption building - 1st & 2nd floor				18,600		\$300		\$5,580,000
	STEP 2	1	Move into 1st & 2nd floor of new adoption building	48	34	79					
	STEP 3		Convert existing Admin wing into Surgery rooms					980		\$50	\$49,000
Subtotal Phase I		13		48	34	79	18,600	980			\$5,629,000
II	STEP 4	4	H bldg. 3/4 renovation- drains, AC, finishes. Sallyport into new laundry					6400		\$150	\$960,000
	STEP 5	1	Move dogs into into renovated H bldg	35	10						
II	STEP 6	3	H bldg. 1/4 renovation between renovated laundry and kennels				270	1,230	\$300	\$150	\$265,500
	STEP 7	1	Move into renovated section of H bldg between laundry and kennels	6							
II	STEP 8	6	Construction of North infill section of H bldg with new kennels				2,765		\$300		\$829,500
	STEP 9	1	Move dogs into North section of new H bldg kennels	21	16						
Subtotal Phase II		16		62	26	0	2,765	7,630			\$2,055,000
Subtotal Ph. I + II		29		110	60	186	2,765	8,610			\$7,684,000

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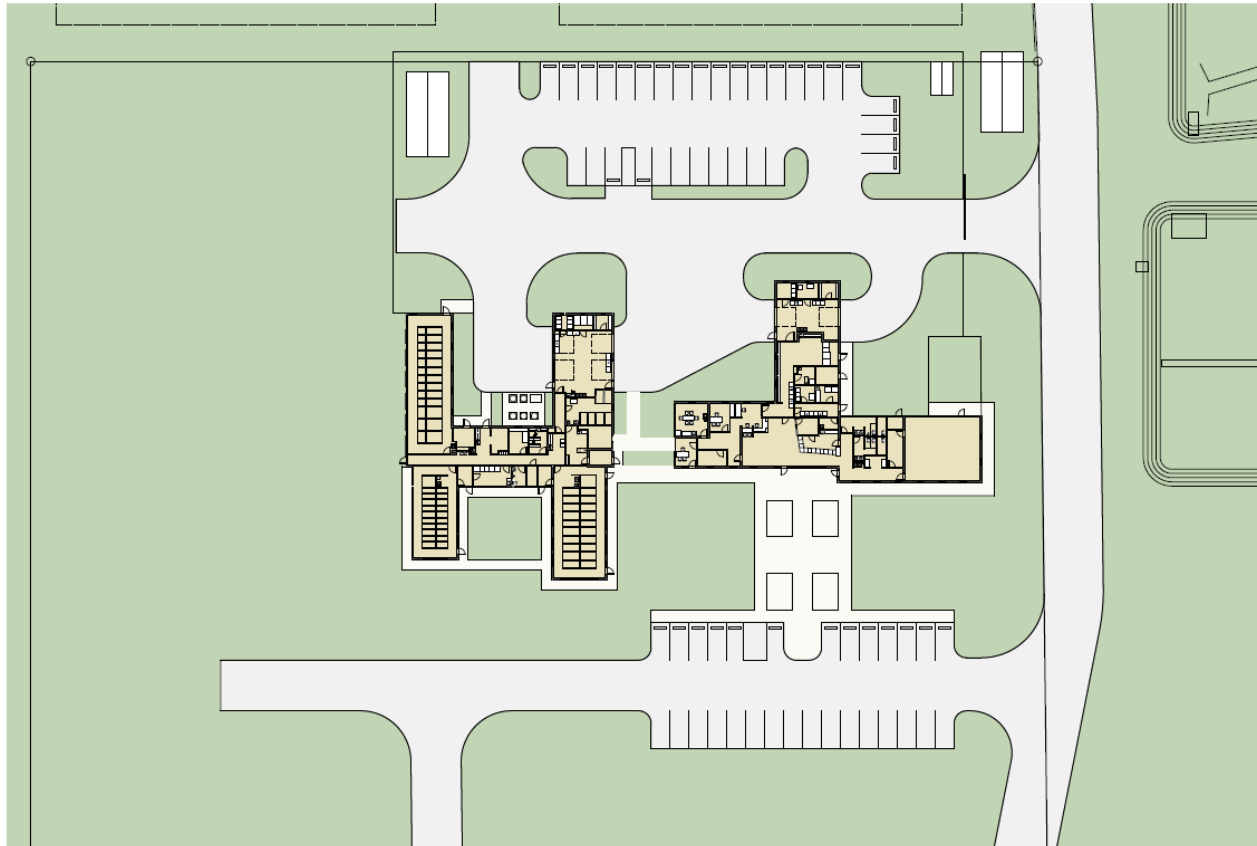
Williamson County Regional Animal Shelter  
Animal Capacity & Phasing

March 21, 2016

CONST. PHASE	STEPS	DURATION IN MONTHS	DESCRIPTION	NUMBER OF DOG KENNELS	NUMBER OF DOG CAGES	NUMBER OF CAT CAGES	AREA OF NEW CONST.	AREA OF RENOV. CONST.	COST FACTOR NEW CONST.	COST FACTOR RENOV.	COST OF CONST.
III	STEP 10	6	Construction of South infill section of H building				2,310		\$300		\$693,000
	STEP 11	1	Move into new South addition of H building	19							
III	STEP 12	12	Construction of levels 1 and 2 to complete new Adoption bldg				13,625		\$300		\$4,087,500
	STEP 13	1	Move into level 1 and 2 of new Adoption building	36							
III	STEP 14	6	Renovation and addition to rear of existing building				2,200	4,000	\$300	\$150	\$1,260,000
	STEP 15	1	Convert Admin area on second floor of new building into cats	5	12	73					
	STEP 16	1	Move into rear renovation and into new cats area on second floor			78					
<b>Subtotal Phase III</b>		<b>28</b>		<b>60</b>	<b>12</b>	<b>151</b>	<b>18,135</b>	<b>4,000</b>			<b>\$6,040,500</b>
<b>TOTAL</b>		<b>57</b>		<b>170</b>	<b>72</b>	<b>230</b>	<b>39,500</b>	<b>12,610</b>			<b>\$13,724,500</b>



## Step 0 – Current Shelter



STEP 0 - Current Shelter - 86 Dogs, 107 Cats

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



JACKSON & RYAN ARCHITECTS  
DAVCAR Engineering • Matrix Structural Engineers • Garcia Design • Shah Smith & Associates

## Step 1 – Construction Phase I, 2/3 of New Adoption Building (Level 1)



STEP 1 • Construction Phase I / 2/3 of New Adoption Building • Level 1

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

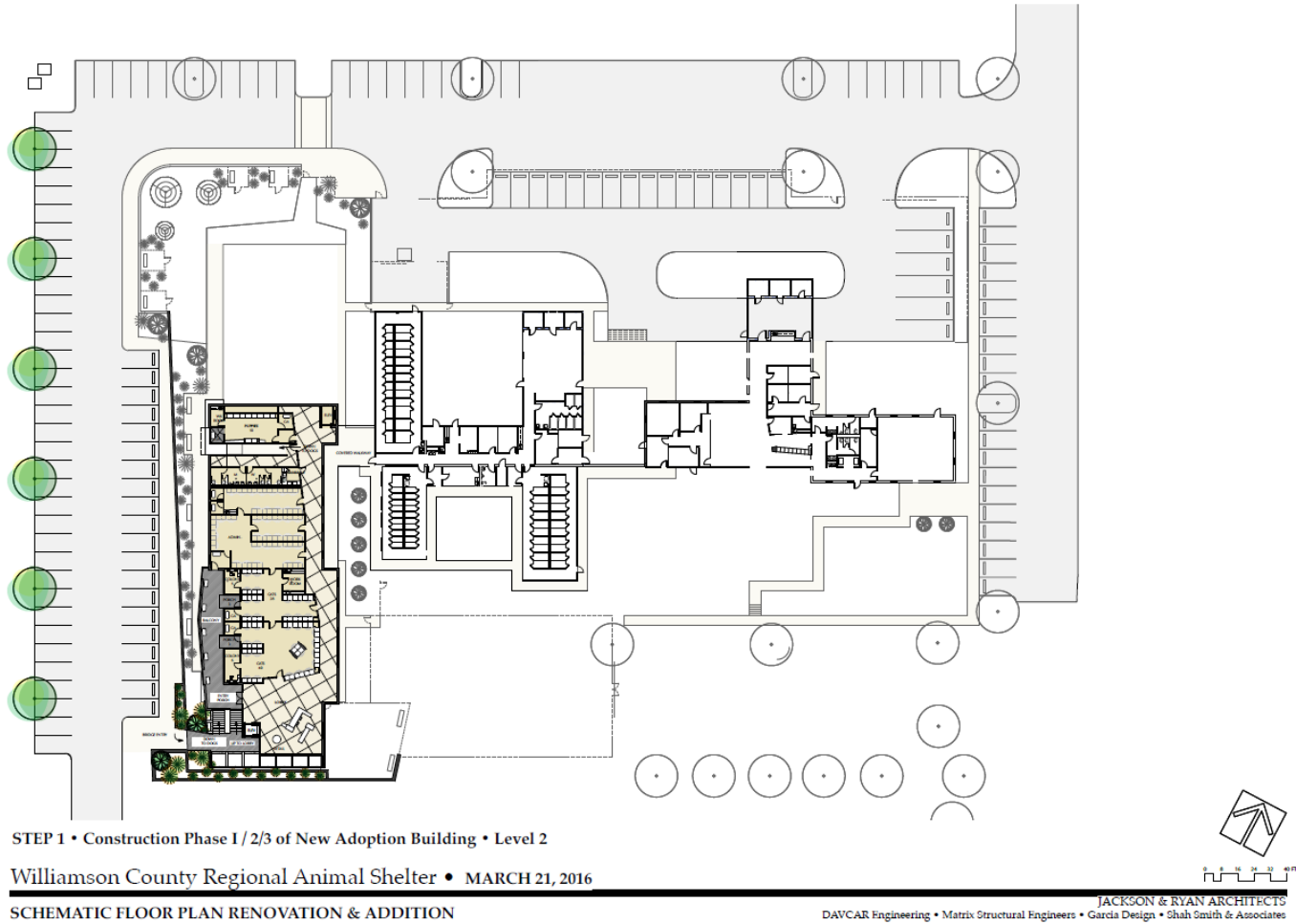


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## Step 1 – Construction Phase I, 2/3 of New Adoption Building (Level 2)



## Step 2 – Move into 2/3 of New Adoption Building (Level 1)



STEP 2 • Move into 2/3 of New Adoption Building • Level 1 - 72 Dogs

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

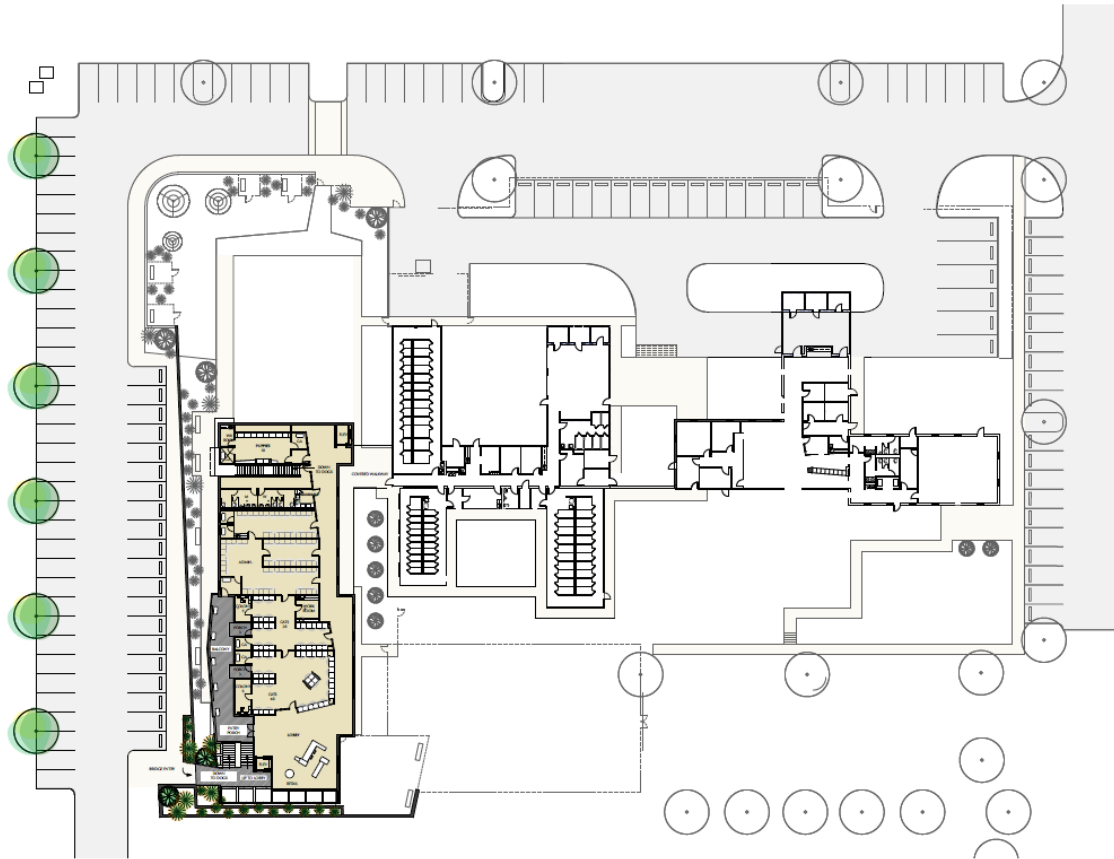


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## Step 2 – Move into 2/3 of New Adoption Building (Level 2)



STEP 2 • Move into 2/3 of New Adoption Building • Level 2 - 10 Dogs, 79 Cats

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### Step 3 – Move in Surgery into Admin. Wing of Existing Building



STEP 3 • Move Surgery into Admin. wing of Existing Building

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

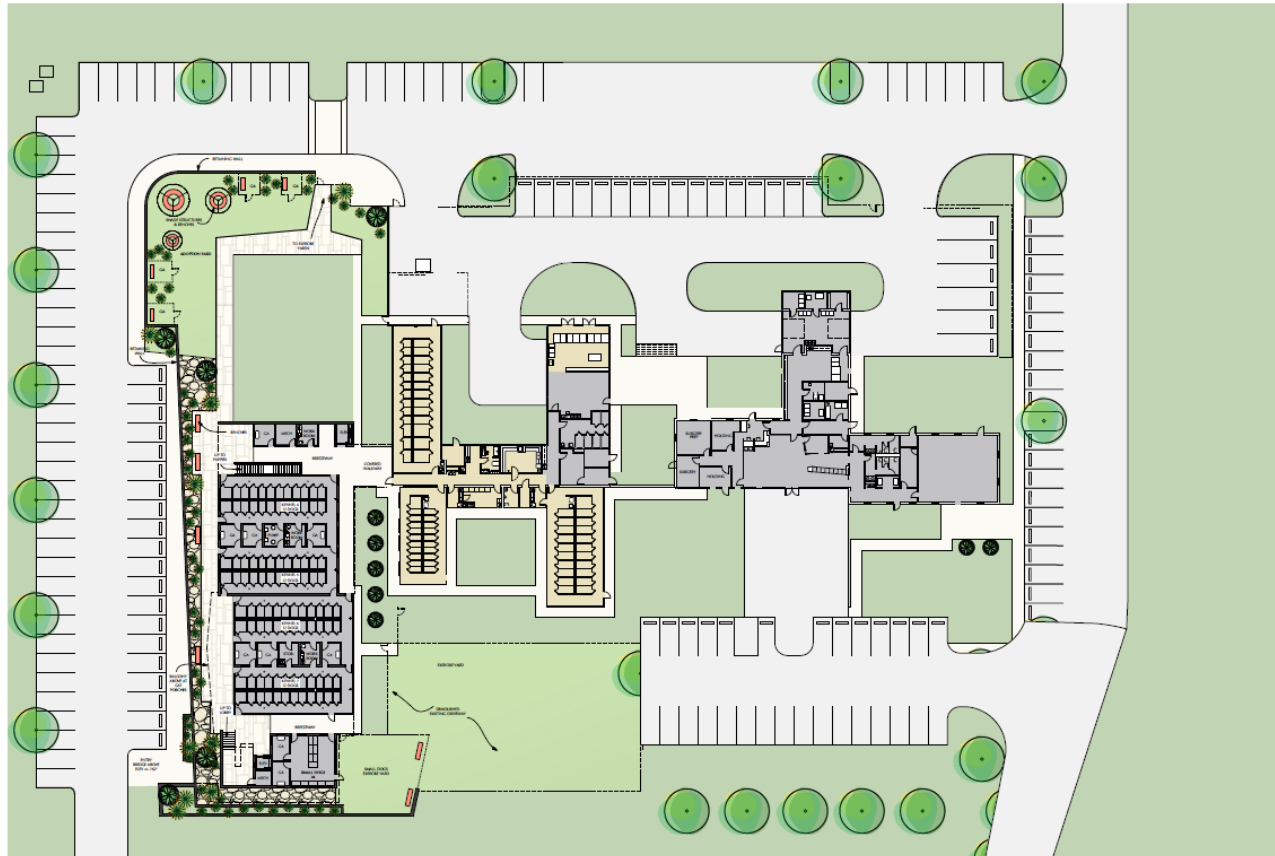


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## Step 4 – Construction Phase II/Renovation of 3/4 of Existing H Building



STEP 4 • Construction Phase II / Renovation of 3/4 of Existing H Building

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



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## Step 5 – Move into 3/4 of Renovated H Building



STEP 5 • Move into 3/4 of renovated H Building - 45 Dogs

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



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## Step 6 – Construction Phase II/Renovation of 1/4 of Existing H Building



STEP 6 • Construction Phase II / Renovation of 1/4 of Existing H Building

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

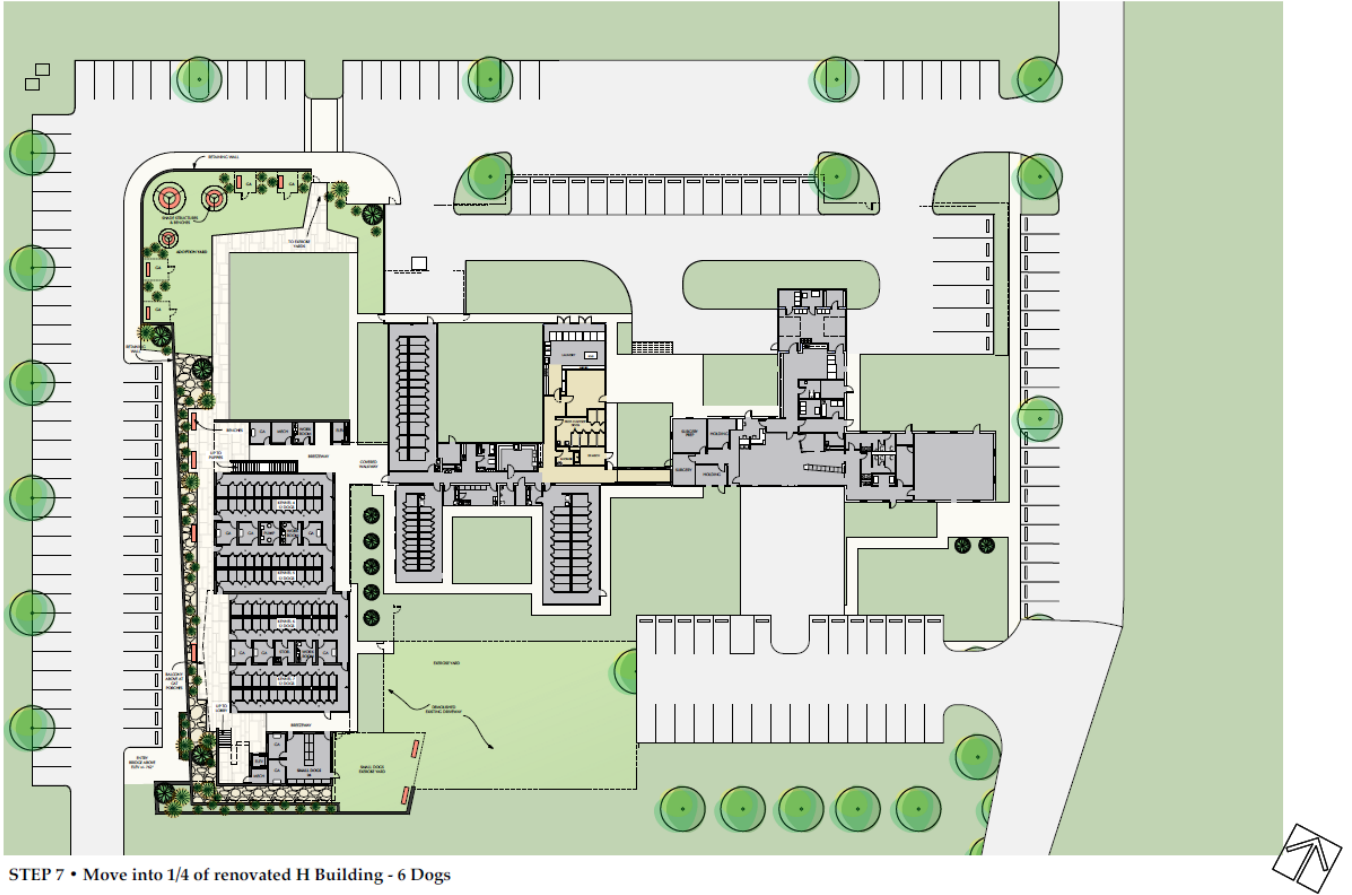


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Step 7 – Move into 1/4 of Renovated H Building



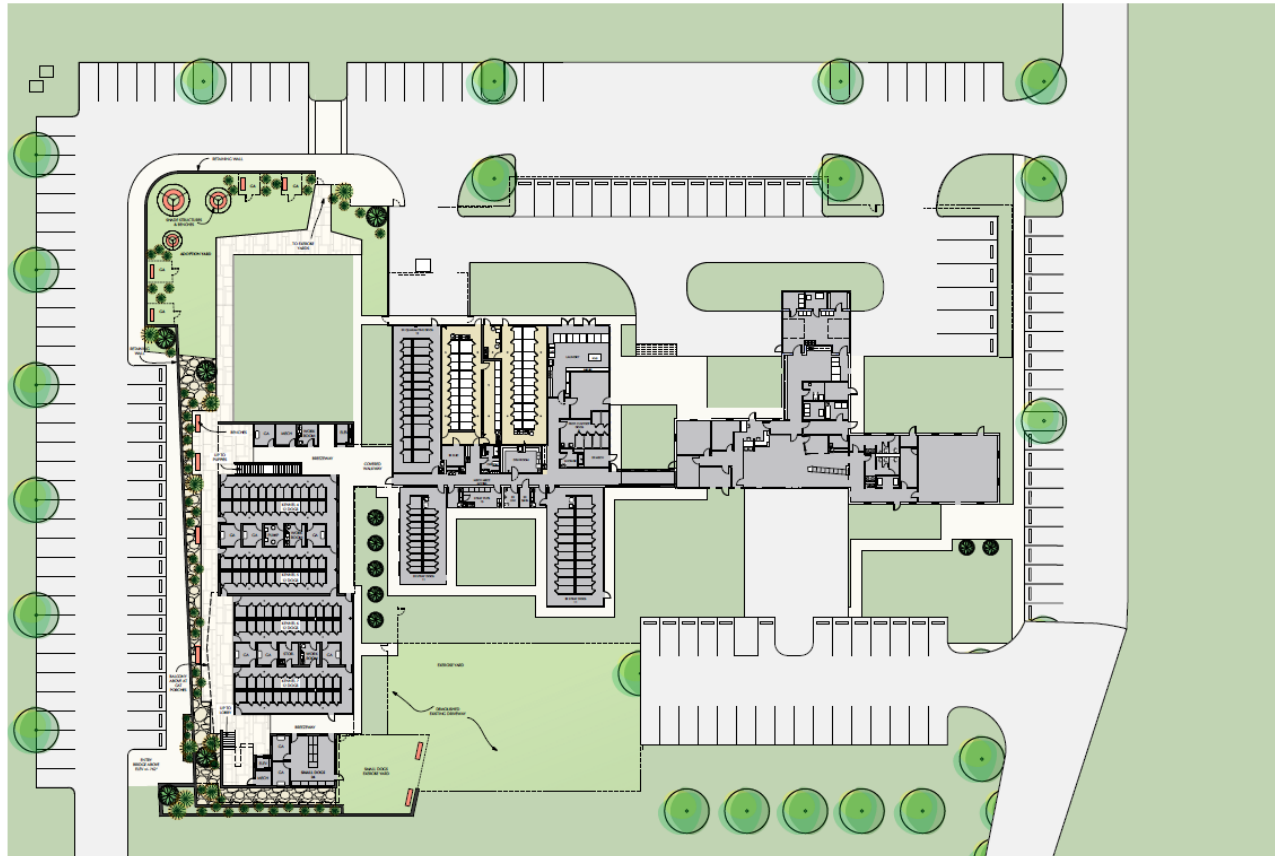
STEP 7 • Move into 1/4 of renovated H Building - 6 Dogs

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

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## Step 8 – Construction Phase II/North Kennel Infill in H Building



STEP 8 • Construction Phase II / North Kennel infill in H Building

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

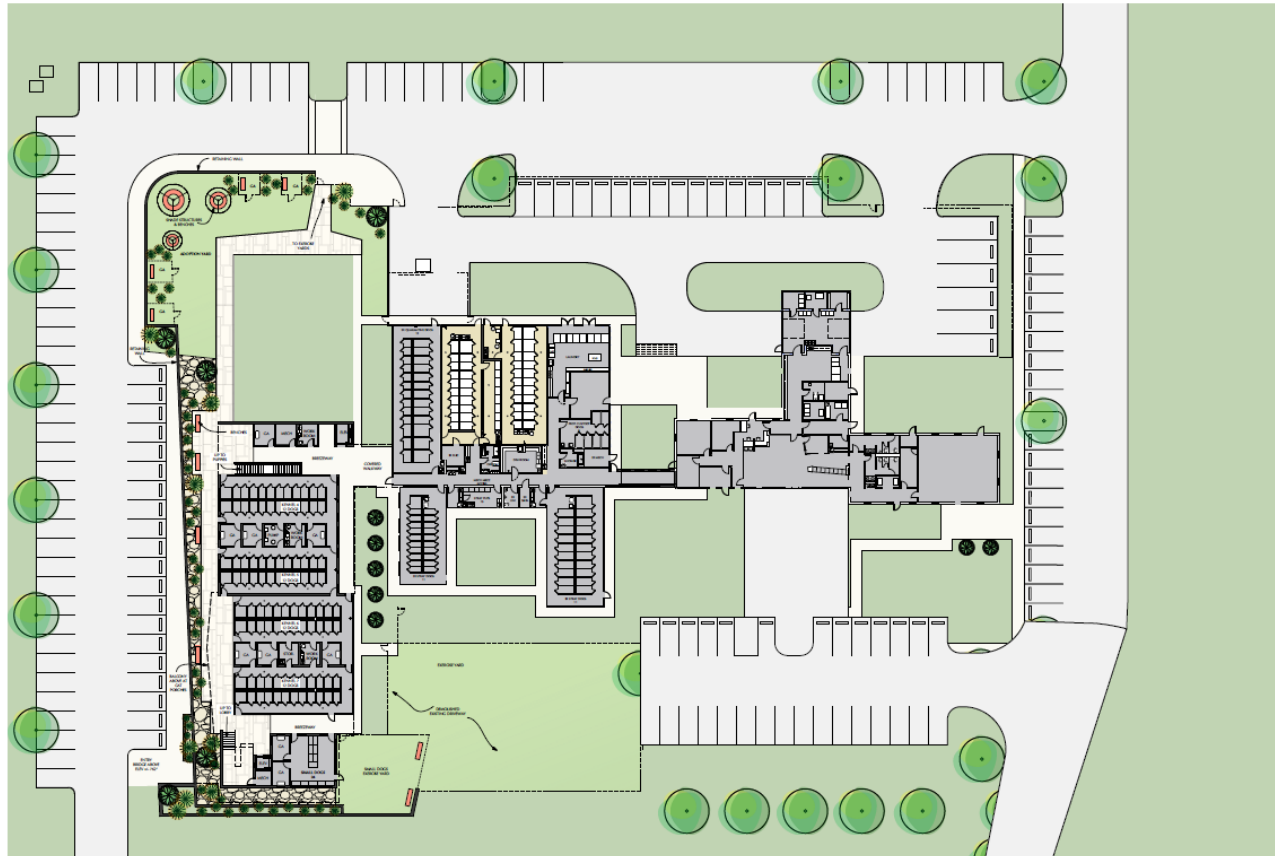


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## Step 9 – Move into North Kennel in H Building



STEP 9 • Move into North Kennel infill in H Building - 37 Dogs

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



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## Step 10 – Construction Phase III/South Kennels in H Building



STEP 10 • Construction Phase III / South Kennels in H Building

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



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## Step 11 – Move into South Kennels in H Building



STEP 11 • Move into South Kennels in H Building - 19 Dogs

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



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## Step 12 – Construction Phase III/Addition to Existing Buildings and Complete New Adoption Building



STEP 12 • Construction Phase III/ Addition to Existing Buildings and complete New Adoption Building • Level 1

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



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### Step 13 – Move into Expanded Kennels, Clinic and into New Adoption Building



STEP 13 • Move into Expanded Kennels, Clinic and into New Adoption Building • Level 1 - 36 Dogs

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



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## Step 14 – Construction Phase IV/Rear Renovations and Addition to Existing



STEP 14 • Construction Phase IV/ Rear Renovations and Addition to Existing

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

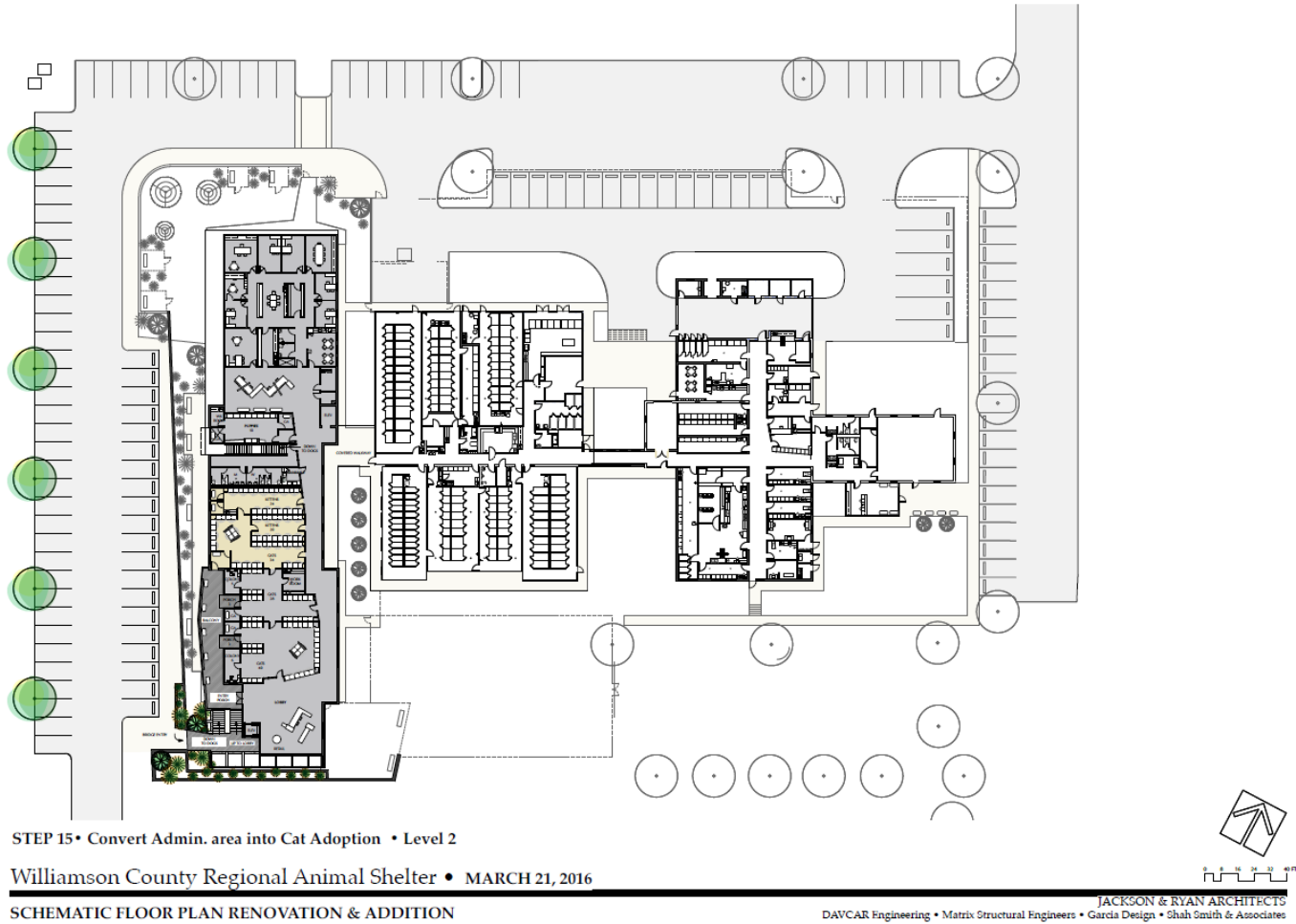


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## Step 15 – Convert Admin. Area into Cat Adoption



## Step 16 – Move into Completed Existing Building (Level 1)



STEP 16 • Move into completed Existing Building • Level 1 - 17 Dogs, 73 Cats

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION

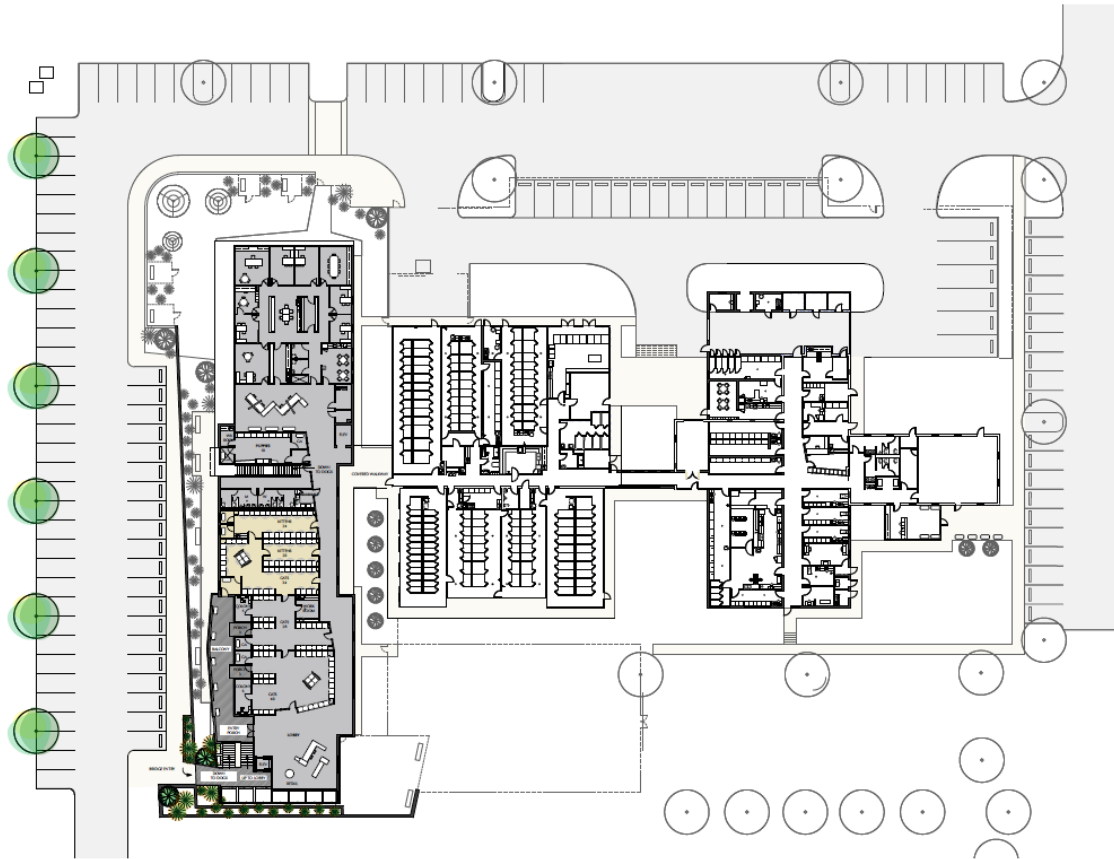


0 6 12 18 24 30 36 42 48

JACKSON & RYAN ARCHITECTS

DAVCAR Engineering • Matrix Structural Engineers • Garcia Design • Shah Smith & Associates

## Step 16 – Move Cats into New Adoption Area



STEP 16 • Move cats into new Adoption area • Level 2 - 78 Cats

Williamson County Regional Animal Shelter • MARCH 21, 2016

SCHEMATIC FLOOR PLAN RENOVATION & ADDITION



0 6 12 18 24 30 36 42 48

JACKSON & RYAN ARCHITECTS

DAVCAR Engineering • Matrix Structural Engineers • Garcia Design • Shah Smith & Associates

**EXHIBIT “B”**  
**HOURLY RATES**



SCHEDULE OF HOURLY RATE CATEGORY  
January 2014

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1. Principal	\$255.00
2. Project Architect	\$195.00
3. Associates	\$140.00
4. Architectural Staff	\$ 95.00
5. Financial Manager	\$ 95.00
6. Marketing	\$ 65.00
7. Clerical	\$ 55.00

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

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

## **EXHIBIT “C”**

### **INSURANCE REQUIREMENTS**

During the term of this Phase II Agreement, A/E agrees to provide and maintain the following insurance:

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

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the A/E's insurance must be declared and approved in writing by County in advance.

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

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Phase II Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Phase II Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Phase II Agreement.

## **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 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 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.