

AGREEMENT FOR ROOF CONSULTING SERVICES

THIS AGREEMENT FOR ROOF CONSULTING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Jim Whitten Roof Consultants, LLC**, hereinafter "Consultant".

RECITALS

WHEREAS, the County desires that Consultant perform certain professional engineering/consulting services in connection with providing an overall assessment of the condition of the metal roof and exterior façade of a one-story retail/office building located at 321 Ed Schmidt Boulevard in Hutto, Texas, which was constructed in 2008 and contains a 4-unit complex consisting of approximately 9,200 square feet of space (hereinafter sometimes referred to as the "Project"); and

WHEREAS, the Consultant represents that it is qualified and desires to perform such services;

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

SECTION I

SCOPE OF AGREEMENT

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

SECTION II

CHARACTER AND SCOPE OF SERVICES

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

B. Consultant shall not commence work until Consultant has been thoroughly briefed on the scope of the Project and has been notified to proceed.

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

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

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
2. 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 Consulting 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 Design Criteria & Project Development Manual, 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 Scope of Services, Consultant shall submit its work products to County for review at regular intervals and as requested by County and as set forth herein.
4. The detailed Scope of Services for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and Consultant shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates agreed upon by Consultant and County in advance.

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

It is expressly understood and agreed that Consultant 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.

SECTION IV

TIME FOR PERFORMANCE

Consultant agrees to commence with the Scope of Services within one week of receiving written authorization to proceed and the field investigations and the report within three (3) days following commencement. The above time limits may, for good cause, be extended, in writing, by the County as the Project proceeds.

SECTION V

REVISIONS TO CONSULTANT'S WORK PRODUCT

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

SECTION VI

THE CONSULTANT'S COMPENSATION

For and in consideration of the Scope of Services rendered by the Consultant, the County shall pay to the Consultant a firm fixed fee of **\$2,700.00**, hereinafter called the "Basic Fee", plus any amount payable under Section III (Additional Services and Charges).

SECTION VII

PAYMENT AND RIGHT TO AUDIT

A. Payment. Payments to Consultant shall be made while the Scope of Services are in progress. Consultant shall prepare and submit one (1) original of a certified invoice to the County in a form acceptable to the Williamson County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and, for services billed based on an hourly rate, time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory services performed. Consultant has the responsibility to submit proof to County, adequate and sufficient in its determination, that services were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Consultant of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Consultant shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

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

SECTION VIII

SUSPENSION AND TERMINATION

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

B. Termination. County may terminate this Agreement at any time, for cause or for convenience, by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within ten (10) days after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

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

To the Consultant: Jim Whitten Roof Consultants, LLC,
 Attn: Jim Whitten
 P.O. Box 200925
 Austin, Texas 78720

To the County: Williamson County Judge
 710 Main Street, Suite 101
 Georgetown, Texas 78626

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

SECTION X

SUCCESSORS AND ASSIGNS

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

SECTION XI

INSURANCE REQUIREMENTS

Consultant shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount and in accordance with Exhibit "B" - Insurance Requirements.

SECTION XII

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 Consultant release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIII

COMPLIANCE AND STANDARDS

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

SECTION XIV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all of the Consultant's Work Product prepared pursuant to this Agreement by the Consultant and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed Work Product prepared pursuant to this Agreement by the Consultant shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Williamson County only. The Consultant 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 XV

INDEMNIFICATION

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

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONSULTANT'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND

CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONSULTANT IS NOT LEGALLY LIABLE, CONSULTANT'S OBLIGATIONS SHALL BE IN PROPORTION TO CONSULTANT'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 NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONSULTANT IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONSULTANT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONSULTANT, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

SECTION XVI

MODIFICATIONS

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

SECTION XVII

AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County (individually or collectively the "County") shall decide any and all questions on behalf of the County which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. The County's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XVIII

MERGER

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

SECTION XIX

SEVERABILITY

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

SECTION XX

VENUE AND GOVERNING LAW

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

SECTION XXI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

SECTION XXII

NO THIRD PARTY BENEFICIARIES

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

SECTION XXIII

CONSTRUCTION

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

SECTION XXIV

RELATIONSHIP OF THE PARTIES

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

SECTION XXV

NO WAIVER OF IMMUNITIES

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

SECTION XXVI

NO WAIVER

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

SECTION XXVII

EXHIBITS

The parties agree that the Agreement Exhibits shall incorporated herein by reference for all purposes.

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

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

SECTION XXVIII

EXECUTION

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: 

Printed Name: DAVID L. GUTTS

Title: County Judge

Date Signed: 10-31, 2018

CONSULTANT:

JIM WHITTEN ROOF CONSULTANTS, LLC

By: Robert Hernandez

Printed Name: ROBERT HERNANDEZ

Title: PRESIDENT

Date Signed: 23 OCT, 2018

EXHIBIT “A”

BASIC SCOPE OF SERVICES

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

BACKGROUND INFORMATION

County is requesting that Consultant provide an overall assessment of the condition of the metal roof and exterior façade of a one-story retail/office building located at 321 Ed Schmidt Blvd. in Hutto, Texas. Reportedly constructed in 2008, the 4-unit complex consists of approximately 9,200 square feet of space according to City of Hutto public records. The building has a low sloped metal roof, and exterior wall construction consisting of steel frame with stucco or EIFS and a stone wainscoting at the base.

SCOPE OF SERVICES

Documents Review

Consultant requests the opportunity to review available building construction related documents, including original “as-built” or record drawings, submittals, roof and exterior envelope related warranties, and roof maintenance and repair records, if available. Consultant would like to perform its review of such documents prior to performing a site visit.

Site Investigation

Prior to Consultant’s site investigation, Consultant would like to perform a brief interview with the person or persons most knowledgeable with the roof and exterior envelope history, if available. Consultant would also like to perform an interior space reconnaissance to observe and document any reported water entry to complete our documentation. Following Consultant’s interviews, Consultant will perform a comprehensive on-site investigation to observe and document the existing condition of the roof and exterior envelope. Consultant will observe the roofing and exterior wall materials, windows, and building sealants to document their existing condition. Consultant will not perform destructive testing on any roofing or exterior wall components. Consultant will document potential sources of water infiltration, damage, deterioration, and overall general condition.

Reporting

Based on the results of Consultant's site investigations, Consultant will prepare a written report, summarizing Consultant's document review and on-site assessment. The report will include a list of observed deficiencies with a photograph of each deficiency, a brief description, and level of severity (low, medium or high). Consultant's report will include opinions and conclusions regarding the overall condition of the roof and exterior walls, and recommended options for repair or replacement as applicable, and estimated opinions of cost for each recommended option.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Consultant must comply with the following insurance requirements at all times during this Agreement:

- 1. Coverage Limits.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect 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 \$1.0 Million per occurrence and \$2.0 Million in the aggregate.
 - 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 \$1.0 Million in the aggregate.
 - d. Professional Liability Errors and Omissions Insurance in the amount of \$1.0 Million per claim.
- 2. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- 3. Premiums and Deductible.** Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000.00 in the Consultant's insurance must be declared and approved in writing by County in advance.
- 4. Commencement of Work.** Consultant shall not commence any field work under this Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Consultant shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Consultant hereunder.
- 5. Insurance Company Rating.** 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.

6. **Certification of Coverage.** Consultant shall furnish County with a certification of coverage issued by the insurer. Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Consultant shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**
7. **No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Consultant, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.
8. **Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Consultant shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Agreement, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

9. **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:
 1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Williamson County Department of Infrastructure
Attn: Senior Director

3151 S.E. Inner Loop
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- 10. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Consultant shall be borne solely by Consultant, with certificates of insurance evidencing such minimum coverage in force to be filed with County.