

## **AGREEMENT FOR ARCHITECTURAL & ENGINEERING SERVICES**

**THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING 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 **BLGY Architecture**, hereinafter "A/E".

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

The County intends to **construct a new building adjacent to the existing Children's Advocacy Center to accommodate expanded operations**, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services.

**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 compensation as stated in the sections to follow.

### **SECTION II**

#### **CHARACTER AND SCOPE OF SERVICES**

**A.** In consideration of the compensation 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 Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this 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 will 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. A/E shall be allowed to rely upon the accuracy of information supplied by the County.

**D.** A/E 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. Local, state and federal documents, codes and regulations shall be used in the development of the Project. If the Project occurs outside of a municipality, the A/E shall comply with the County's current code adoption document.
3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.
4. The detailed Scope of Services to be provided by the County for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.
5. The detailed Basic Scope of Services for the Project to be provided by the A/E is set forth herein as **Exhibit "B"** 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 A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "C"**.

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 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.

## SECTION IV

### TIME FOR PERFORMANCE

**A. Time for Performance.** A/E agrees to complete the services called for in **Exhibit "B"** in accordance with the Preliminary Work Schedule set forth in **Exhibit "D"**.

## 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 set out in the Production Schedule set forth in **Exhibit "D"**.
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 Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this 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 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 compensation 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 compensation. 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 compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this 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 Agreement shall mean a calendar day unless otherwise specified.

## SECTION VI

### THE A/E'S COMPENSATION

For and in consideration of the Basic Services rendered by the A/E, the County shall pay to the A/E a lump sum amount of \$736,556 hereinafter called the "Lump Sum Amount" plus the amount payable under Section III (Additional Services).

A/E and County acknowledge the fact that the Lump Sum Amount stated above is the total estimated costs of the Basic Services to be rendered under this Agreement. This Lump Sum Amount is based upon the labor and non-labor costs estimated to be required in the performance of the various phases of Basic Services provided for under this Agreement. Compensation for Basic Services will be paid by the County in lump sum amounts by Phase as set forth in **Exhibit "C"** based on A/E completion of each Phase, as set forth in **Exhibit "D"**. An exception to this compensation procedure occurs in Phase VI – Construction Administration whereby the County will pay  $\frac{1}{4}^{\text{th}}$  of Lump Sum Amount for Phase VI at 3-month intervals for up to 12 months or until County approval of Phase VI completion, whichever is sooner.



## SECTION VII

### TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

**A. Time of Payment.** During the performance of the Basic Services provided for in this Agreement, as described in **Exhibit "B"**, payments for Basic Services shall be made based upon the milestones completed as described in Section VI. Upon completion of a milestone, the A/E shall submit a sworn statement to the County detailing the milestone completed and the amount of payment due for achieving the milestone.

During the performance of Additional Services as described in Section III, on or about the last day of each calendar month during the performance of the services to be provided under this 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 Additional Services provided for by this Agreement which were completed during such calendar month, the compensation which is due 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 for both Basic and Additional Services within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; 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 (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by 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 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 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 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 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 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 calendar days or more, A/E may terminate this Agreement in writing.

**B. Termination.** County may terminate this 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 Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this 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 Agreement to the date of termination. The County will then pay the A/E 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.

The A/E shall be allowed to terminate this agreement for breach of the terms and conditions by the County.

## **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 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 Agreement, all notices shall be delivered to the following addresses:

To the A/E:               BLGY Architecture  
8001 Centre Park Drive, Suite 150  
Austin, TX 78754

Attention:               Benny L. Hawkins, AIA

To the County:         Williamson County Judge  
Bill Gravell Jr. (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.

## **SECTION X**

### **A/E's REPRESENTATIONS**

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project; (b) the County is relying on A/E's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the services and its obligations under this Agreement; (c) the A/E will assign to this Project qualified individual architects and/or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services. Furthermore, A/E's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the A/E be released from any liability by reason

of such approval by the County, it being understood that the County at all times is ultimately relying upon the A/E's skill and knowledge in performing the services required hereunder.

## **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 Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E 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 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 Agreement, in the amount set forth in **Exhibit "E"** - Insurance Requirements, and shall incorporate a provision requiring direct written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material reduction of the policies. 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 "E"**.

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 Agreement.

## **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, and in recognition of such standards, 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 Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same for use solely for the construction, maintenance, or remodel of the Project to which this Agreement pertains. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this 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**

**A/E 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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.**

**A/E 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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.**

**A/E 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, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'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 A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT.

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 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 AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E 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 A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## **SECTION XVII**

### **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 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 Agreement and all questions as to the acceptable fulfillment of this 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 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, subject to any civil proceedings that may result



from such decision. 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 XIX**

### **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 XX**

### **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 XXI**

### **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 XXII**

### **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 XXIII**

#### **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 XXIV**

#### **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 XXV**

#### **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 XXVI**

#### **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 XXVII****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 XXVIII****EXHIBITS**

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 other 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 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 XXIX****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 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 Agreement shall be effective as of the date of the last party's execution of this Agreement.

**WILLIAMSON COUNTY:**

By: Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (May 19, 2020 14:38 CDT)  
Bill Gravell Jr.  
Williamson County Judge

Date Signed: May 19, 2020, 20  

**ARCHITECT OR ENGINEER:**

Name of Company: BLGY, Inc.

By: Benny L. Hawkins

Printed Name: Benny L. Hawkins

Title: President

Date Signed: May 14, 2020

**LIST OF EXHIBITS**

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by A/E

Exhibit C - Fee Schedule / Hourly Rates

Exhibit D - Preliminary Work Schedule

Exhibit E - Insurance Requirements

## **Exhibit A**

### **SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY**

Services to be provided by the County will be performed in accordance with the Phases of work.

#### **Phase I - SCHEMATIC DESIGN - Plans, Outline Specifications, and Estimate:**

The County will provide the following to the A/E:

- A. available Williamson County facility design standards and guidelines.
- B. available existing documents with relevant site and facility information.
- C. a Preliminary Scope of Work.
- D. a preliminary construction budget.

The County will perform the following for the A/E:

- E. review progress schedule, preliminary plans, specifications, and cost estimate.
- F. Geotechnical investigation Report for selected site.

#### **Phase II - DESIGN DEVELOPMENT - Plans, Specifications, and Estimate:**

The County will review the following for the A/E:

- A. plans and specifications.
- B. construction methods and materials.
- C. proposed building systems.
- D. detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.
- E. cost estimate.

#### **Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate:**

The County will review the following for the A/E:

- A. plans, specifications, construction schedule, and cost estimates.

#### **Phase IV – REGULATORY REVIEW AND PERMITS – Plans, Specifications, and Permits:**

The County will perform the following for the A/E:

- A. participate in any Pre-submittal Meetings required by local jurisdiction.
- B. pay for initial Permit application fees.

The County will review the following for the A/E:

- C. permitting and TDLR comments from review authorities.
- D. proposed modifications to plans, specifications, and cost estimates to meet permitting and TDLR requirements.

**Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD AND EXECUTION:**

The County will perform the following:

- A. Secure signed contract from CMAR and submit to County Judge for signature.

**Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Coordination:**

The County will perform the following for the A/E:

- A. designate a Project Manager (PM) who will coordinate work performed by A/E.
- B. approve commercial laboratories for required material testing.
- C. process Contractor's monthly pay estimates using A/E's approved schedule of values for work complete.
- D. approve Change Orders for changes that modify the scope of work.

**Phase VII – PROJECT CLOSE-OUT – Inspections and Documentation:**

The County will perform the following:

- A. accompany the A/E for Final Inspection and provide input as necessary.
- B. receive reviewed warranties, guarantees, bonds, operating instructions, and similar deliverables from the A/E.
- C. process Contractor's final payment after A/E's review for work complete.
- D. receive Record Documents from A/E.

## Exhibit B

### SERVICES TO BE PROVIDED BY THE A/E

The A/E shall provide design services required for the preparation of plans, specifications and estimates (PS&E) and related documents for the following County facility:

Williamson County Children's Advocacy Center Annex (to be named)  
1811-B SE Inner Loop, Georgetown, TX 78626 (to be addressed)  
Project # P530

These services include, programming, architectural, structural, civil, mechanical, plumbing, electrical, IT and security, landscape and irrigation.

#### PRELIMINARY SCOPE OF WORK:

1. Plan, design, document, facilitate bidding process, provide Construction Administration and close-out coordination and documentation for a new building to include space requirements as outlined in 'CAC Annex - NEEDS PROGRAM - 2019.05.17.pdf'

#### GENERAL REQUIREMENTS

**Design Criteria.** The A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. The A/E shall prepare each PS&E package in a form suitable for letting through the County's construction contract bidding and awarding process.

**Right-of-Entry and Coordination.** The A/E shall notify the County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of the County's policy with the general public, the A/E shall not commit acts which would result in damages to private property, and the A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. The A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the County prior to each entry.

The A/E shall notify the County and coordinate with adjacent A/Es on all controls at project interfaces.

**Progress Reporting and Invoicing.** The A/E shall invoice at the completion of each Phase I through V and Phase VII, based on the of fee breakdowns for A/E Services shown in Exhibit C - Fee Schedule and Exhibit D - Preliminary Work Schedule. For Phase VI, the A/E shall invoice at 3-month intervals for up to 12 months or at the completion of Phase VI, whichever is sooner.

The A/E shall submit each invoice in a format acceptable to the County.

The A/E shall submit monthly (at a minimum) a progress status email to the County's Project Manager (PM) regardless of whether the A/E is invoicing for that month.



The A/E shall prepare and maintain a design and estimated construction schedule in Gantt chart format during project Phases I through V. The A/E shall schedule milestone submittals per Exhibit D – Preliminary Work Schedule. After which, The Contractor shall prepare and maintain a construction schedule in Gantt chart format during project Phases VI through VII.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to the County.

Final payment is contingent upon the County's receipt and confirmation by the County's PM that the electronic files run and are formatted in accordance with the Contract and all review comments are addressed.

The A/E shall prepare a letter of transmittal to accompany each document submittal to the County. At a minimum, the letter of transmittal must include the County's project name, contract and work authorization numbers, as well as facility name and address.

**Coordination.** The A/E shall coordinate issues through the County's PM. The County will communicate resolution of issues and provide A/E direction through the County's PM.

**Level of Effort.** The A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** The A/E shall provide peer review at all levels. For each deliverable, the A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by the County in advance, the County, at its sole discretion, may reject the deliverable should the A/E fail to provide the evidence of quality control. The A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

The A/E shall perform QA and QC on all subconsultant products prior to delivery to the County. If, during the course of reviewing a submittal, it becomes apparent to the County that the submittal contains errors, omissions, or inconsistencies, the County may cease its review and immediately return the submittal for appropriate action by the A/E.

A submittal returned to the A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. The A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. The A/E shall not submit an invoice until the County accepts the submittal as complete.

**Organization of Plan Sheets.** The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

**Naming of Electronic Project Files and Organization of Design Project Folders.** The A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name\_SD PLANS\_year.month.day"). The A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Design services to be provided by the A/E shall be conducted in phases as outlined herein.

**Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate**

Upon receipt of written Notice to Proceed, the A/E shall accomplish the following:

- A. Analyze Preliminary Scope of Work to verify needs of the County.
- B. Analyze preliminary construction budget to determine project feasibility.
- C. Investigate site/facility and verify known existing or available utility locations.
- D. For developed sites and occupied buildings, provide a construction phasing plan for minimal disruption to County operations during construction.
- E. If building a new structure, determine required foundation design from geotechnical test data.
- F. Determine the latest locally adopted versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), Texas Accessibility Standards of the Elimination of Architectural Barriers Act, Article 9102, Texas Civil Statutes, International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), International Plumbing Code (IPC), National Electric Code (NEC), National Fire Protection Association (NFPA), International Energy Conservation Code (IECC), applicable sediment and erosion control regulations, and any other applicable codes and ordinances.
- G. Advise the County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- H. Provide deliverables in accordance with County's Design Deliverable Guidelines.

**Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate**

Upon acceptance of Phase I by the County, the A/E shall proceed with the following work:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of Phase I.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems.
- C. When applicable, provide a plan with detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.
- D. Coordinate with CMAR to provide a Design Development level cost estimate in a form acceptable to the County.
- E. Provide deliverables in accordance with County's Design Deliverable Guidelines.

**Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications and Estimate**

Upon acceptance of Phase II by the County, the A/E shall proceed with the following work:

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth, in detail, the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of Phases I or II.
- C. Coordinate with CMAR to provide a detailed cost estimate of the project on a form acceptable to the County.
- D. Coordinate with CMAR to provide a permitting and construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by the County.
- F. Provide deliverables in accordance with County's Design Deliverable Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:**

Upon acceptance of Phase III by the County, the A/E shall proceed with the following work:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to submission for permitting with the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Coordinate with CMAR to submit Plans, Specifications, and all other required documentation for Construction Permit application for the project with the local jurisdiction having review authority. Notify the County's PM of any required submittal fees to be paid by the County.
- D. Submit Construction Documents and Specifications to Registered Accessibility Specialist (RAS) approved by the County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by the County.
- F. Receive TDLR plan review comments from the Registered Accessibility Specialist (RAS).

- G. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to the County.
- H. Provide deliverables in accordance with County's Design Deliverable Guidelines.

#### **Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

Upon acceptance of Phase IV by the County, the A/E shall proceed with the following work:

- A. Participate in a Pre-bid Meeting, answer RFI's from Sub-contractors and suppliers, and prepare addenda items as required.
- B. After receipt of bids by the County, advise the County whether or not bids received are fair and reasonable, and whether or not the contract should be awarded on the basis of the bids received. The County will make the final decision as to whether a construction contract will or will not be awarded.

#### **Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:**

Upon acceptance of Phase V by the County, the A/E shall perform the following work:

- A. Provide general administration and be the County's representative during the construction of the project. Advise, consult, and issue the County's instructions to the Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to the County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by the Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by the Contractor.
- F. Upon request of Contractor, Conduct Substantial Completion inspection with appropriate staff and affiliates. Prepare a list of items needing correction. Accompany County on Final Inspection to determine if all punch list items have been corrected and if construction has been completed in general accordance with the Contract Documents.

**Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:**

Upon acceptance of Phase VI by the County, the A/E shall perform the following work:

- A. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- B. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- C. Upon completion of construction and prior to the request for final payment, provide electronic copies of all design materials, used to develop and administer the project.
- D. Provide deliverables in accordance with County's Design Deliverable Guidelines and this Exhibit.

**Exhibit C****FEE SCHEDULE / HOURLY RATES**

The schedule below indicates fees for each Phase of the Project Total: **\$ 736,556** 100%

58%	<b>BLGY Architecture</b>	<b>\$ 430,544</b>
	BLGY Fee Reduction	\$ (22,023)
17%	<b>Halff Associates - Civil Engineering</b>	<b>\$ 128,115</b>
6%	<b>Datum Engineers - Structural Engineering</b>	<b>\$ 42,000</b>
10%	<b>Hendrix Consulting Engineers - MEP Engineering</b>	<b>\$ 73,582</b>
3%	<b>Studio 16:19 - Landscape Architecture</b>	<b>\$ 21,095</b>
5%	<b>True North Consulting Group - Data, Comm, &amp; Security</b>	<b>\$ 33,720</b>
1%	<b>BAI - Acoustics</b>	<b>\$ 7,500</b>

**Phase I - SCHEMATIC DESIGN** ☐ **\$ 117,173** 16%

BLGY Architecture	\$ 70,853
Halff Associates - Civil Engineering	\$ 7,545
Halff Associates - Surveying	\$ 13,065
Halff Associates - Geology	\$ 3,600
Datum Engineers - Structural Engineering	\$ 6,305
Hendrix Consulting Engineers - MEP Engineering	\$ 8,260
Studio 16:19 - Landscape Architecture	\$ 1,985
True North Consulting Group - Data, Comm, & Security	\$ 4,060
BAI - Acoustics	\$ 1,500

**Phase II - DESIGN DEVELOPMENT** ☐ **\$ 170,658** 23%

BLGY Architecture	\$ 115,011
BLGY Architecture - CAC Board Presentations	\$ 6,347
Halff Associates - Civil Engineering	\$ 18,100
Datum Engineers - Structural Engineering	\$ 8,545
Hendrix Consulting Engineers - MEP Engineering	\$ 11,005
Studio 16:19 - Landscape Architecture	\$ 5,380
True North Consulting Group - Data, Comm, & Security	\$ 4,020
BAI - Acoustics	\$ 2,250

<b>Phase III - CONSTRUCTION DOCUMENTS</b>	<b>\$ 275,541</b>	<b>37%</b>
BLGY Architecture	\$ 114,796	
BLGY Architecture - Control	\$ 9,631	
BLGY Architecture - Meetings	\$ 18,740	
Halff Associates - Civil Engineering	\$ 58,230	
Halff Associates - Detention & Water Quality Pond	\$ 13,505	
Datum Engineers - Structural Engineering	\$ 16,290	
Hendrix Consulting Engineers - MEP Engineering	\$ 22,200	
Studio 16:19 - Landscape Architecture	\$ 8,780	
True North Consulting Group - Data, Comm, & Security	\$ 11,120	
BAI - Acoustics	\$ 2,250	
<b>Phase IV - REGULATORY REVIEW AND PERMITS</b>	<b>\$ -</b>	<b>0%</b>
<b>Phase V - BIDDING, AWARD, AND EXECUTION</b>	<b>\$ 17,139</b>	<b>2%</b>
BLGY Architecture	\$ 7,704	
Halff Associates - Civil Engineering	\$ 3,150	
Datum Engineers - Structural Engineering	\$ 1,000	
Hendrix Consulting Engineers - MEP Engineering	\$ 2,740	
Studio 16:19 - Landscape Architecture	\$ 1,050	
True North Consulting Group - Data, Comm, & Security	\$ 1,120	
BAI - Acoustics	\$ 375	
<b>Phase VI - CONSTRUCTION ADMINISTRATION</b>	<b>\$ 141,242</b>	<b>19%</b>
BLGY Architecture	\$ 97,817	
Halff Associates - Civil Engineering	\$ 8,895	
Datum Engineers - Structural Engineering	\$ 8,750	
Hendrix Consulting Engineers - MEP Engineering	\$ 9,720	
Studio 16:19 - Landscape Architecture	\$ 2,620	
True North Consulting Group - Data, Comm, & Security	\$ 12,690	
BAI - Acoustics	\$ 750	



<b>Phase VII - PROJECT CLOSE-OUT</b>	<b>\$ 36,825</b>	<b>5%</b>
BLGY Architecture	\$ 9,631	
BLGY Architecture - TAS Coordination	\$ 2,038	
Halff Associates - Civil Engineering	\$ 1,025	
Halff Associates - Direct Costs	\$ 1,000	
Datum Engineers - Structural Engineering	\$ 1,110	
Hendrix Consulting Engineers - MEP Engineering	\$ 1,082	
Hendrix Consulting Engineers - MEP Commissioning	\$ 18,575	
Studio 16:19 - Landscape Architecture	\$ 1,280	
True North Consulting Group - Data, Comm, & Security	\$ 710	
BAI - Acoustics	\$ 375	

Prime Consultant and Subconsultant individual hourly rate schedules are attached below.

**WILCO CAC****DESIGN TEAM HOURLY RATES FOR ADDITIONAL SERVICES****BLGY ARCHITECTURE**

Senior Principal	\$234.06
Principal in Charge	\$222.85
Project Manager	\$192.61
Project Technician	\$180.67
CADD Technician	\$110.94
Intern Designer 1	\$106.06
Clerical	\$78.02

**HALFF ASSOC.**

Principal-in-Charge	\$265.00
Project Manager	\$195.00
Professional Engineer	\$135.00
Sr. Designer	\$160.00
Engineer-in-Training (EIT)	\$120.00
Admin/Clerical	\$80.00

**DATUM ENGINEERING**

Senior Principal	\$325.00
Principal II	\$240.00
Principal I	\$210.00
Senior Project Manager	\$180.00
Project Manager	\$165.00
Project Engineer	\$130.00
Graduate Engineer	\$125.00
Senior Production Manager	\$170.00
Senior Technician	\$150.00
Technician II	\$130.00
Technician I	\$90.00
Support Personnel	\$90.00
Senior Support Personnel	\$160.00

**HENDRIX CONSULTING ENGINEERS**

Principal	\$220.00
Sr Engineer	\$185.00
Project Manager	\$180.00
Engineer	\$160.00
E.I.T.	\$150.00
CAD	\$90.00
Admin/Clerical	\$70.00

**STUDIO 16:19**

Principal/ Landscape Architect	\$185.00
Associate Principal/ LA/ PM	\$145.00
Senior Associate/ LA/ IR	\$115.00
Associate/ LA Designer	\$90.00
Staff Planner/ Designer	\$75.00

**TRUE NORTH CONSULTING GROUP**

Project Manager	\$160.00
Senior Consultant	\$160.00
Consultant	\$135.00
Cost Estimator	\$150.00
Admin/Clerical	\$70.00
BIM Drafter	\$70.00

**BAI**

Principal	\$200.00
Sr. Acoustician	\$175.00
Acoustician	\$150.00

## Exhibit D

### PRELIMINARY WORK SCHEDULE

The schedule below indicates various project milestones and their respective target completion dates throughout the Project. This schedule may be refined during the course of the project but shall not predate the Agreement Execution Date nor exceed the Agreement Termination Date.

Standard end-of-phase review periods for the County shall be (12) calendar days maximum.

Agreement Execution Date **05/19/20**

#### **Phase I - SCHEMATIC DESIGN**

Preliminary Scope and Budget Analysis* deliverables	06/18/20
30% Plans, Specifications and Estimate deliverables	07/20/20
County written authorization to proceed to next phase	07/30/20

#### **Phase II - DESIGN DEVELOPMENT**

60% Plans, Specifications, and Estimate* deliverables	10/28/20
County written authorization to proceed to next phase	11/09/20
Civil Site Development Permit application submittal to City	01/05/21

#### **Phase III - CONSTRUCTION DOCUMENTS**

Complete Plans, Specifications, and Estimate* deliverables	02/08/21
County written authorization to proceed to next phase	02/18/21

#### **Phase IV - REGULATORY REVIEW AND PERMITS**

Sealed Plans, Specifications, and Estimate* deliverables to County	02/25/21
Plans submittal to TDLR and Permit application submittal to City	03/04/21
Site Development and Construction Permits received from City	04/05/21

#### **Phase V - BIDDING, AWARD, AND EXECUTION**

Permitted Plans and Specifications and Estimate* deliverables to County	04/19/21
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#### **Phase VI - CONSTRUCTION ADMINISTRATION**

Contractor Notice to Proceed	04/26/21
Construction Substantial Completion	01/21/22

**Phase VII - PROJECT CLOSE-OUT**

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Record Documents deliverables

02/21/22

Agreement Termination Date

**05/19/22**

\* Budget Analysis and Estimate deliverables shall be produced by CMAR and dates shall be confirmed with CMAR to align with proposed Project schedule.

## Exhibit E

### INSURANCE REQUIREMENTS

During the term of this 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 \$2,000,000.00 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 \$2,000,000.00 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 \$75,000 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 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 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, REDUCED, RESTRICTED OR LIMITED UNTIL THIRTY (30) 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 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 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 Agreement.











# Agenda Item #36 5-19-2020 (BLGY PSA CAC)

Final Audit Report

2020-05-19

Created:	2020-05-19
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsbyqe9ZefqJjWptc8SOODN8kLq5COFlg

## "Agenda Item #36 5-19-2020 (BLGY PSA CAC)" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)  
2020-05-19 - 5:27:30 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation  
2020-05-19 - 5:27:55 PM GMT
-  Email viewed by aschiele@wilco.org  
2020-05-19 - 7:35:43 PM GMT- IP address: 23.103.200.254
-  Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org  
2020-05-19 - 7:35:54 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature  
2020-05-19 - 7:35:54 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
2020-05-19 - 7:38:16 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)  
Signature Date: 2020-05-19 - 7:38:29 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to Thomas Skiles (blake.skiles@wilco.org), Judge Bill Gravell Jr. (bgravell@wilco.org), becky.pruitt@wilco.org, dbutler@wilco.org, and 1 more  
2020-05-19 - 7:38:29 PM GMT

