



**WORK AUTHORIZATION NO. 1288**

**PROJECT:** Magistrate Court, Elevator 9, Chiller 4 ("Project")

**ARCHITECT  
& ENGINEER:**

**Talex Inc., Engineers** ("A/E")  
Thomas Alexander, P.E., President  
6300 La Calma, Suite 100  
Austin, TX, 78752

**COUNTY'S DESIGNATED**

**REPRESENTATIVE:** **Williamson County Facilities Department**  
Attn: Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

**THIS WORK AUTHORIZATION NO. 1288**, effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

**ARTICLE 1**

A/E shall provide Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

**ARTICLE 2**

The maximum amount payable for Basic Services under this Work Authorization without modification is **Two Hundred Ninety-Eight Thousand Dollars (\$ 298,000)**, as set forth in **Attachment B** of this Work Authorization.

**ARTICLE 3**

Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

**ARTICLE 4**

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **June 22, 2022**, as set forth in **Attachment C** of this

Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

#### ARTICLE 5

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

#### ARTICLE 6

By execution of this Work Authorization, A/E and County agree that ALL previous Work Authorizations are terminated and shall be supplanted by this Work Authorization.

#### ARTICLE 7

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

#### ARTICLE 8

This Work Authorization is hereby accepted and acknowledged below.

A/E:

Talex Inc., Engineers

By: T.R. ALEXANDER  
Signature

Thomas R. Alexander, P.E.  
Printed Name

President, Talex, Inc.  
Title

Date Signed: December 15, 2020

COUNTY:

Williamson County, Texas

By: Bill Gravell Jr  
Signature

Bill Gravell Jr  
Printed Name

County Judge  
Title

Date Signed: December 22, 2020

## **ATTACHMENT 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.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, mechanical, plumbing, electrical, hazardous materials, IT and security, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, and specialized studies and analysis.

### **GENERAL REQUIREMENTS**

**Design Criteria.** 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. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

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

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

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

**Progress Reporting.** A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

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

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

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

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

**Level of Effort.** 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).** A/E shall provide peer review at all levels. For each deliverable, 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 County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

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

A submittal returned to 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. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until 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.** 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"). 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.

**SCOPE OF WORK:**

Williamson County Jail, Bldg. 1008  
306 W. 4<sup>th</sup> St.  
Pretrial Services, Magistrate Court  
P540

**Scope #1: Reconfigure the Magistrate Court area, Jail staff in-processing, Property, Parole, and Release areas.**

**Scope #2: Install Elevator #9 in existing elevator shaft.**

**Scope #3: Provide new Chiller #4 to provide back-up capacity for North Jail Building**

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

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

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

- A. Analyze Preliminary Scope of Work to verify needs of 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 County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- H. When applicable, consult with the Texas Historical Commission's Division of Architecture in development of plans and specifications to ensure that proposed work complies with practices recommended by Secretary of the Interior's Standards for Rehabilitation.
- I. When applicable, prepare recommendations and estimates for removal or remediation when asbestos containing materials or other hazardous substances are present.
- J. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

Upon County acceptance of previous phase, 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 the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, mechanical, plumbing, electrical, hazardous material remediation.
- 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. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

Upon County acceptance of previous phase, 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, hazardous material remediation (when asbestos containing materials or other hazardous substances are present), 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 the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a 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 County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

Upon County acceptance of previous phase, 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 Permit application submittal to 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. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by 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 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 County.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. After receipt of bids by County, advise 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. County will make the final decision as to whether a construction contract will or will not be awarded.
- C. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

Upon County acceptance of previous phase, A/E shall perform the following work:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to 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 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 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 Contractor. Within one (1) week of receipt, submit written reviews to County.
- F. Coordinate TAS Inspection to be concurrent with Substantial Completion Inspection.
- G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

Upon County acceptance of previous phase, A/E shall perform the following work:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT model or CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

## ATTACHMENT B

### FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

<b>\$ 298,000</b>	100%
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60%	<b>Phase I-III - CONSTRUCTION DOCUMENTS</b>	<b>\$ 179,200</b>
36%	<b>Phase IV-VI - CONSTRUCTION ADMINISTRATION</b>	<b>\$ 106,920</b>
4%	<b>Phase VII - PROJECT CLOSE-OUT</b>	<b>\$ 11,880</b>

<b>SCOPE 1 - MAGISTRATE COURT REMODEL</b>		<b>\$ 182,500</b>	61%
Phase I-III - CONSTRUCTION DOCUMENTS		\$ 109,900	
Phase IV-VI - CONSTRUCTION ADMINISTRATION		\$ 65,340	
Phase VII - PROJECT CLOSE-OUT		\$ 7,260	

<b>SCOPE 2 - ELEVATOR #9 INSTALLATION</b>		<b>\$ 71,500</b>	24%
Phase I-III - CONSTRUCTION DOCUMENTS		\$ 42,900	
Phase IV-VI - CONSTRUCTION ADMINISTRATION		\$ 25,740	
Phase VII - PROJECT CLOSE-OUT		\$ 2,860	

<b>SCOPE #3 - CHILLER #4 ADDITION</b>		<b>\$ 44,000</b>	15%
Phase I-III - CONSTRUCTION DOCUMENTS		\$ 26,400	
Phase IV-VI - CONSTRUCTION ADMINISTRATION		\$ 15,840	
Phase VII - PROJECT CLOSE-OUT		\$ 1,760	

## ATTACHMENT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within Seven **Hundred Thirty (730) calendar days** from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.  
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	12/22/20
Work Authorization Termination Date	06/22/22

#### SCOPE 1 - MAGISTRATE COURT REMODEL

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

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Complete Plans, Specifications and Estimate deliverables	02/05/21
County written authorization to proceed to next phase	02/12/21

##### **Phase IV-VI - CONSTRUCTION ADMINISTRATION**

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Sealed Plans and Specifications and Estimate deliverables to County	02/19/21
Plans submittal to TDLR	02/19/21
Contract Award	01/12/21
Contractor Notice to Proceed	01/19/21
Construction Substantial Completion	10/15/21

##### **Phase VII - PROJECT CLOSE-OUT**

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Record Documents deliverables	11/15/21
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## SCOPE 2 - ELEVATOR #9 INSTALLATION

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### Phase I-III - CONSTRUCTION DOCUMENTS

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Complete Plans, Specifications and Estimate deliverables	03/04/21
County written authorization to proceed to next phase	03/11/21

### Phase IV-VI - CONSTRUCTION ADMINISTRATION

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Sealed Plans and Specifications and Estimate deliverables to County	03/18/21
Plans submittal to TDLR	03/18/21
Contractor Notice to Proceed	02/19/21
Construction Substantial Completion	10/15/21

### Phase VII - PROJECT CLOSE-OUT

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Record Documents deliverables	11/15/21
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## SCOPE 3 - CHILLER #4 ADDITION

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### Phase I-III - CONSTRUCTION DOCUMENTS

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Complete Plans, Specifications and Estimate deliverables	03/18/21
County written authorization to proceed to next phase	03/25/21

### Phase IV-VI - CONSTRUCTION ADMIN

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Sealed Plans and Specifications and Estimate deliverables to County	04/01/21
Contractor Notice to Proceed	03/02/20
Construction Substantial Completion	10/15/21

### Phase VII - PROJECT CLOSE-OUT

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Record Documents deliverables	11/15/21
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