

WORK AUTHORIZATION NO. 6

PROJECT: Justice Center ADA Crosswalk ("Project")

ARCHITECT/

ENGINEER: Reliance Architecture, LLC ("A/E")

Antonio Naylor, AIA, ALEP, Principal Architect

1306 Barrington Dr Austin, Texas 78753

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Facilities Department

Attn: Director of Facilities

3101 SE Inner Loop

Georgetown, Texas 78626

THIS WORK AUTHORIZATION NO. 6, is made pursuant to the terms and conditions of the <u>First Amended and Restated Agreement for Architectural and Engineering Services</u> dated November 24, 2020, and becomes 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 to A/E for Basic Services under this Work Authorization without modification is **Twenty-Three Thousand Four Hundred Ten Dollars (\$23,410)**, as set forth in **Attachment B** of this Work Authorization. Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

ARTICLE 3

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on October 5, 2021, 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 4

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

ARTICLE 5

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

ARTICLE 6

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 the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Work Authorization 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 7

This Work Authorization is hereby accepted and acknowledged below.

A/E:	COUNTY:
Reliance Architecture, LLC	Williamson County, Texas
By:	By: BU Tamel
Signature	Signature
Antonio Naylor	Bill Gravell Jr.
Printed Name	Printed Name
Prresiden/Principal	County Judge
Title	Title
Date Signed: March 30, 2021	Date Signed: April 13, 2021

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 architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, civil, landscape and irrigation, cost estimates and construction administration,

and specialized studies and analyses as agreed to by County and A/E.

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 Plans, Specifications, and Estimates (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 services 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 reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per <u>Attachment C – Production Schedule</u>. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

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

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function 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, in writing, 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 A/E's 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 internal mark-ups. 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 consultant 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 neither impact the 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 reasonably 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 Justice Center 405 MLK Georgetown, TX 78626 Funding Source: 4509

Reconstruct crossing at 4th St. and Martin Luther King St. to create accessible pedestrian crossing to connect building entrance to nearest accessible parking location.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in <u>Attachment / C – Production Schedule</u>. 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. Perform site Survey.
- B. Investigate site/facility and verify known existing or available utility locations.
- C. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- D. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- E. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate

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

- 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) structural, mechanical, plumbing, and electrical.
- C. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

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

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

- A. Prepare complete plans, specifications, and engineering calculations (<u>without</u> professional seals) setting forth in detail the work required for the structural, mechanical, plumbing, and electrical 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. 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.
- D. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

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

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

- A. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- B. Receive and respond to permitting comments by the local jurisdiction having review authority.
- C. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- D. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

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

- 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 **three (3) business days** of receipt, submit written reviews to County.
- F. Coordinate Texas Accessibility Standards (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 <u>Design Submittal Guidelines</u>.

<u>Phase VII - PROJECT CLOSE-OUT - Final Inspection and Document Review:</u>

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

- 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 or model 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 <u>Design Submittal Guidelines</u>.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:	\$ 23,410	100%
Reliance Architecture	\$ 8,910	
62% Civil Engineering Services	\$ 14,500	
Phase I - SCHEMATIC DESIGN/ SURVEY	\$ 3,325	14%
Reliance Architecture	\$ 825	
Civil Engineering Services	\$ 2,500	
Phase II - DESIGN DEVELOPMENT	\$ 6,150	26%
Reliance Architecture	\$ 1,650	
Civil Engineering Services	\$ 4,500	
Phase III - CONSTRUCTION DOCUMENTS	\$ 8,300	35%
Reliance Architecture	\$ 3,300	
Civil Engineering Services	\$ 5,000	
Phase IV - REGULATORY REVIEW AND PERMITS	\$ -	0%
Reliance Architecture	\$ 	
Civil Engineering Services	\$ -	
Phase V - BIDDING, AWARD, AND EXECUTION	\$ 1,485	6%
Reliance Architecture	\$ 1,485	
Civil Engineering Services	\$ -	
Phase VI - CONSTRUCTION ADMINISTRATION	\$ 4,150	18%
Reliance Architecture	\$ 1,650	
Civil Engineering Services	\$ 2,500	
Phase VII - PROJECT CLOSE-OUT	\$ -	0%
Reliance Architecture	\$ -	
Civil Engineering Services	\$ -	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within One Hundred Eighty-Two (182) 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 (5) business days minimum.

Work Authorization Execution Date	
Phase I - SCHEMATIC DESIGN/ SURVEY	
Preliminary Scope and Budget analysis deliverables	04/13/21
30% Plans, Specifications and Estimate & Survey deliverables	04/20/21
County written authorization to proceed to next phase	04/27/21
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	05/04/21
County written authorization to proceed to next phase	05/11/21
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	04/16/21
Complete Plans, Specifications and Estimate deliverables	05/25/21
County written authorization to proceed to next phase	06/01/21
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	06/02/21
Plans submittal to TDLR and Permit application submittal to City	06/02/21
Construction Permits received from City	06/16/21

Phase V - BIDDING, AWARD, AND EXECUTION

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Permitted Plans and Specifications and Estimate deliverables to County	06/17/21
County advertises project for Bid	06/24/21
Contract Award	07/08/21
Phase VI - CONSTRUCTION ADMINISTRATION★	
Contractor Notice to Proceed	07/15/21
Construction Substantial Completion	09/01/21
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	09/01/21
Agreement Termination Date	10/05/21