



AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

PROJECT: Justice Complex Planning & Development ("Project")

PROGRAM MANAGER: Kitchell/CEM, Inc. ("PM")
Cameron Glass, Program Executive
7600 N. Capital of Texas Highway
Austin, TX 78731

COUNTY'S DESIGNATED REPRESENTATIVE: Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR PROGRAM MANAGEMENT ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and PM.

RECITALS

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional program managers; and

WHEREAS, County intends to engage a qualified Project Management Firm (PMF) to provide comprehensive program management expertise to assist staff in the successful implementation of the planning, programming, development, and operational transition for future growth of the Jail and Justice Center Complex of buildings; and

WHEREAS, County desires that PM perform certain professional services in connection with the Project; and

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

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

ARTICLE 1 SCOPE OF AGREEMENT

PM agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to PM compensation as stated in the articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide PM 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 PM; however, any and all such information shall remain the property of County and shall be returned, if County so instructs PM.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see *also* Tex. Gov't Code, Ch. 469).

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3 NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

PM warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for PM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee,

gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

PM must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

PM covenants and represents that PM, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, PM shall perform professional project management, plan review, building inspection and commissioning services for the Project, which are acceptable to County, based on standard project management, plan review, building inspection and commissioning practices and the scope of work described on the Exhibits attached to this Agreement. PM shall also serve as County's professional program manager in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of PM's services.

4.2

PM 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"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, PM shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

PM shall not commence work until PM 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.

5.2 Duration.

PM agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by PM, County shall pay to PM up to **Thirteen Million, Nine Hundred Ninety-Three Thousand, Eight Hundred Forty-Five Dollars (\$13,993,845.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay PM for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

PM shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to PM without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Hundred Thirty-Nine Thousand, Nine Hundred Thirty-Eight Dollars (\$139,938.)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and PM shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

PM shall not, however, be compensated for work made necessary by PM's negligent errors or omissions. In the event of any dispute over the classification of PM's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on PM.

It is expressly understood and agreed that PM shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8

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

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, PM shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, PM shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by PM to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve PM of the responsibility of correcting any errors or omissions resulting from PM's negligence.

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

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to PM will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. PM may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and PM concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between PM and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to PM the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

**ARTICLE 9
PROJECT TEAM**

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving PM written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify PM in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

PM's Designated Representative for purposes of this Agreement is as follows:

**Kitchell/CEM, Inc.
Cameron Glass, Program Executive
7600 N. Capital of Texas Highway
Austin, TX 78731**

PM shall have the right, from time to time, to change PM's Designated Representative by giving

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

ARTICLE 10 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 County or PM at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) 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:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

PM: Kitchell/CEM, Inc.
7600 N. Capital of Texas Highway
Austin, TX 78731

Attention: Cameron Glass
Project Executive

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11 PROGRESS EVALUATION

PM shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. PM shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or PM, conferences shall be provided at PM's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require PM to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with PM to determine corrective action required.

PM shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then PM shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. PM shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13

REVIEW PROCESS AND REVISIONS TO PM WORK PRODUCT

13.1 Review Process.

PM's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by PM and supporting documents (collectively referred to hereinabove and hereinafter as the "PM Work Product(s)"), shall be submitted by PM on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by PM on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify PM in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify PM and County's technical review process will begin.

If the submission is not Complete, County will notify PM, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the PM work product, which is not specifically called-out by PM as a pending coordination item, the work product will be returned to PM along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. PM shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to PM indicating specific deficiencies for correction. County will also issue a notice for PM to deduct **One Thousand Dollars (\$ 1,000)** from the PM 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, PM shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to PM Work Product.

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

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on PM.

PM's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall PM be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon PM's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving PM **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, PM shall have the option of terminating this Agreement and, in the event, PM shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for PM to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by PM shall be grounds for termination of this Agreement, and any increased costs arising from PM's default, breach of contract, or violation of contract terms shall be paid by PM.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to PM, as a consequence of failure by PM to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of PM, upon not less than **thirty (30) days** written notice to PM.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to PM. In determining the value of the Basic Services performed by PM prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If PM defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of PM, then County shall give consideration to the actual costs incurred by PM in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of PM to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, PM shall be liable to County for any additional and reasonable costs incurred by County.

PM shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by PM in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "PM Work Products") prepared by PM and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of PM's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to PM.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, PM hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by PM. PM shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by PM or anyone connected with PM, including agents, employees, engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by PM without cost to County.

Upon execution of this Agreement, PM grants to County permission to reproduce PM's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. PM shall obtain similar permission from PM's subcontractors/ subconsultants consistent with this Agreement. If and upon the date PM is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of PM. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of PM Work Products appropriate to and for use in the execution of the Work. Submission or distribution of PM Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of PM Work Products shall be at County's sole risk and without liability to PM and its subconsultants.

Prior to PM providing to County any PM Work Products in electronic form or County providing to PM any electronic data for incorporation into PM Work Products, County and PM shall, by

separate written agreement, set forth the specific conditions governing the format of such PM Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by PM for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by PM, the hardcopy shall prevail. Only printed copies of documents conveyed by PM shall be relied upon.

PM shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by PM making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

PM shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of PM shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of PM who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. PM certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. PM may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

PM shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve PM of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right 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.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

PM 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 project management, plan review and building inspection professions, and in recognition of such standards, PM shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. PM shall furnish County with satisfactory proof of its compliance.

PM shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

PM shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

PM AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD 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 PM, PM'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH PM INCLUDING, WITHOUT LIMITATION, PM'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH PM EXERCISES CONTROL.

PM FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD 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 PM'S FAILURE TO PAY PM'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY PM.

PM FURTHER AGREES TO INDEMNIFY AND HOLD 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 PM IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT PM'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM PM IS NOT LEGALLY LIABLE, PM'S OBLIGATIONS SHALL BE IN PROPORTION TO PM'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF PM OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY PM, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY PM OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY PM, 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 COUNTY SHALL HAVE THE RIGHT TO JOIN PM AT COUNTY'S COST. PM SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT PM, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH PM EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE PM, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH PM EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

PM shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine PM's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. PM shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible program manager shall sign, seal, and date all appropriate submissions to County.

ARTICLE 25 INSURANCE

PM shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

PM, at PM's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **\$1,000,000** per occurrence and **\$2,000,000** in the aggregate.

25.1.3

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** per occurrence and **\$1,000,000** in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of **\$ 2,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

"Williamson County, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, its directors, officers and employees" are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

PM shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. PM further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which PM is responsible hereunder, PM shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$50,000** in PM's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

PM shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, PM shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of PM hereunder.

25.5 Insurance Company Rating.

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.

25.6 Certification of Coverage.

Prior to the performance of any services, PM shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, PM shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 PM hereunder.

25.7 Certificate Holder.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.8 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by PM, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.9 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of PM, PM shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.10 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.10.1

County shall be notified **ten (10) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County, Texas

C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.11 Notices by PM.

PM shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, PM shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.12 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by PM shall be borne solely by PM, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

**ARTICLE 26
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. PM may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 27
SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 PM'S ACCOUNTING RECORDS

PM agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. PM agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. PM further agrees that County shall have access during normal working hours to all necessary PM facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give PM reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

PM understands and agrees that time is of the essence and that any failure of PM to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. PM shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and PM's standard of performance as defined herein. Where damage is caused to County due to PM's negligent failure to perform, County may accordingly withhold, to the extent of such damage, PM's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor PM shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their reasonable control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional program management and related services performed or furnished by PM and its employees under this Agreement will be the care and skill ordinarily used by members of PM's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by PM are made on the basis of information available to PM and on the basis of PM's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since PM has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, PM does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost PM prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after PM becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of PM), whether or not it results from, or involves, any action or failure to act by PM or any employee or agent of PM and which arises in any manner from the performance of this Agreement, PM shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. PM shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon PM, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from PM's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto 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.

30.10 Independent Contractor Relationship.

Both parties hereto, 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.

30.11 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, 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.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PM understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by PM 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 PM.

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and PM shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall

be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 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.

ARTICLE 33 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.

ARTICLE 34 PUBLIC CONTACT

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

ARTICLE 35 PM's REPRESENTATIONS

PM 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. PM 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 and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for PM hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

PM:
Kitchell/CEM, Inc.

By: Geoff Bachanas
Signature

Geoff Bachanas
Printed Name

President
Title

Date Signed: 07/08/2025

COUNTY:
Williamson County, Texas

By: Steve Snell
Signature

Steve Snell
Printed Name

Williamson County Judge
Title

Date Signed: 07/16/2025

EXHIBIT A

SCOPE OF BASIC 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, PM shall perform the following Basic Services, based on standard program management practices:

GENERAL REQUIREMENTS

Design Criteria. PM shall verify all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. PM shall verify each Plans, Specifications, and Estimates (PS&E) package is in a form suitable for letting through County's construction contract bidding and awarding process.

Progress Reporting. PM shall submit monthly (at a minimum) a progress status e-mail to County Architect regardless of whether PM is invoicing for that month.

Coordination. PM shall coordinate issues through County Architect. County will communicate, in writing, resolution of issues and provide PM direction through County Architect.

Quality Assurance (QA) and Quality Control (QC). PM shall provide peer review at all levels. PM shall clearly label each document submitted for quality assurance as an internal mark-up document.

Naming of Electronic Project Files and Organization of Design Project Folders. PM shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). PM shall maintain files in an organized folder structure that conforms to County file organization standards.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Research, plan, program and assist in the development and operational transition for future growth of the Jail and Justice Center Complex of buildings.

Program Management services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase 1 - VALIDATION OF NEED & OPTIONS

Upon receipt of written Notice to Proceed, PM shall accomplish the following:

PHASE 1.0 – Validation of Need & Options Deliverables

- 1.1 Existing Reports Summary:** Review and synopsis of prior studies, identifying key findings, common themes, and the status of past recommendations.
- 1.2 Justice System Assessment Report:** Comprehensive evaluation of current system conditions, policies, operational efficiency, and diversion program effectiveness.
- 1.3 Jail Population Profile Report:** Analysis of inmate demographics, charges, legal status, length of stay, classification, and program needs.
- 1.4 Future Justice System Needs Forecast:** Projections for jail, courthouse, and sheriff facility needs based on caseloads, crime trends, and population growth.
- 1.5 Comparative Analysis to Prior Studies:** Review of findings against previous studies based on successful operational examples, including alternative facility scenarios, policy changes, and justice system efficiency improvements.
- 1.6 Site Feasibility Report:** Evaluation of County-owned and alternative sites for facility development, including cost-benefit analysis, environmental constraints, and operational suitability.
- 1.7 Cost-Benefit Analysis Report:** Financial impact comparison of facility expansion, renovation, and new construction, weighing operational efficiencies against investment costs.
- 1.8 Justice System Strategic Plan:** A roadmap outlining facility planning, resource allocation, and system improvement recommendations aligned with stakeholder decisions.
- 1.9 Headquarters Relocation Plan:** Phased strategy for department relocation, move coordination, IT transitions, and workspace optimization.
- 1.10 Project Procurement Planning Report:** Summary of project procurement options, delivery methods, and legislative considerations to guide the County's decision-making.
- 1.11 Owner's Representative Program Management Plan:** Comprehensive management plan outlining project controls, budget analysis, scheduling, and stakeholder coordination.
- 1.12 Public Relations & Stakeholder Engagement Strategy:** Strategy for communication campaigns, production of materials, and presentations for public engagement and policy discussions.

PHASE 1.0 - VALIDATION OF NEED & OPTIONS – SCOPE (120 DAY PLAN)

- 1.1. Provide a review and synopsis of existing Wilco in-house reports
 - 1.1.1. Document key findings and recommendations from prior studies related to the courthouse, sheriff's building, and jail.
 - 1.1.2. Identify common themes and categorize by topic areas, including facility conditions, operational efficiency, and capacity needs.
 - 1.1.3. Update status of recommendations for all justice facilities.
- 1.2. Provide a comprehensive assessment of current justice system conditions
 - 1.2.1. Identify key system policies relative to enforcement, supervision, incarceration, and treatment
 - 1.2.2. Assess use and effectiveness of program alternatives to incarceration and diversion strategies at various justice system points.
 - 1.2.3. Review efficiency and impact of courthouse case processing, pretrial services, and detention system functions.
- 1.3. Submit a profile of the jail population that documents the following key characteristics:
 - 1.3.1. Document key characteristics of the jail population:
 - 1.3.1.1. Demographics
 - 1.3.1.2. Charge
 - 1.3.1.3. Legal status
 - 1.3.1.4. Length of Stay
 - 1.3.1.5. Security classification
 - 1.3.1.6. Medical/mental health status
 - 1.3.1.7. Program need
 - 1.3.2. Document utilization and operational challenges within the courthouse and sheriff's building, including:
 - 1.3.2.1. Case volume and processing times
 - 1.3.2.2. Facility functionality for courtrooms, judges, and support services
 - 1.3.2.3. Sheriff's administrative and operational space needs
- 1.4. Submit a forecast of future justice system needs
 - 1.4.1. Projected jail, courthouse, and sheriff's facility needs based on caseload, crime trends, and population growth.
 - 1.4.2. Capacity requirements to safely and effectively manage justice system operations in a secure and cost-effective manner.

- 1.4.3. Programs and facility improvements needed to address criminogenic issues, court efficiency, and law enforcement operations.
- 1.4.4. Resource requirements for staff, technology, and infrastructure across the jail, courthouse, and sheriff's building.
- 1.5. Provide a comparison of findings with conclusions from prior studies
 - 1.5.1. Document alternative scenarios to address facility and system needs.
 - 1.5.2. Alternative sanctions to divert offenders away from jail and reduce court congestion.
 - 1.5.3. Policy changes to improve justice system efficiency and reduce reliance on incarceration.
 - 1.5.4. Process changes to reduce case backlog, pretrial detention length, and unnecessary incarceration.
 - 1.5.5. Project required facility capacity needs for the courthouse, sheriff's building, and jail under each scenario.
- 1.6. Provide Initial Site Options
 - 1.6.1. Conduct a comprehensive inventory and analysis of properties to determine their suitability for the intended development.
 - 1.6.1.1. Assess each site based on key criteria, including:
 - 1.6.1.2. Size & Configuration – Ensuring the site meets minimum acreage requirements (100+ acres).
 - 1.6.1.3. Zoning & Land Use – Evaluating compliance with County zoning codes, future land use plans, and regulatory restrictions.
 - 1.6.1.4. Infrastructure Availability – Reviewing access to roads, utilities, water, sewer, and broadband.
 - 1.6.1.5. Topography & Environmental Constraints – Identifying floodplains, wetlands, endangered species, and soil conditions.
 - 1.6.1.6. Proximity to Key Facilities & Transportation Corridors – Ensuring ease of access for staff, emergency services, and the public.
 - 1.6.1.7. Operational & Security Requirements – Evaluating how well each site supports the County's functional needs.
 - 1.6.2. Provide a comparative analysis of potential sites , ranking them based on feasibility, cost-effectiveness, and long-term County objectives.
 - 1.6.3. Summarize findings in a Site Feasibility Report, including GIS mapping, aerial imagery, and supporting data.
- 1.7. Provide cost/benefit analysis of alternatives

- 1.7.1. Evaluate financial impact of facility expansions, renovations, or new construction for the courthouse, sheriff's building, and jail.
- 1.7.2. Compare costs of infrastructure improvements versus operational efficiencies gained through system changes.
- 1.8. Submit a justice system plan aligned with stakeholder decisions on alternative scenarios
 - 1.8.1. Develop a roadmap for facility planning, system improvements, and resource allocation.
- 1.9. Project Delivery Methods
 - 1.9.1. Assist with decisions regarding project procurement, including determination of detailed project scope/schedule/budgets and project design and construction delivery method.
 - 1.9.2. Conduct 1-day workshop to discuss and determine project design and construction delivery alternatives with regard to best value to County for the near and long term.
 - 1.9.3. Identify and present project delivery methods with applicable pros and cons relative to schedule and total-cost-of-ownership.
 - 1.9.4. Identify and present delivery methods legislatively permissible for use by county
 - 1.9.5. Prepare implementation plan for selected project delivery method
- 1.10. Provide General Owner Representative Program management for *Validation of Need* - scope
 - 1.10.1. Work Plan/Project Controls
 - 1.10.1.1. Prepare overall plan for Validation of Need scope, including:
 - 1.10.1.1.1. Information flow and overall communications plan.
 - 1.10.1.1.2. Approval levels for facility and system recommendations
 - 1.10.1.1.3. Overall policies and procedures related to justice facility management
 - 1.10.1.1.4. Budget and cash flow analysis for capital investment plan (CIP)
 - 1.10.1.1.5. Develop Master Program schedule for the County Projects
 - 1.10.2. Coordinate with other County Agencies to ensure an integrated approach to justice facility planning
 - 1.10.3. Coordinate, document, and schedule all meetings necessary to accomplish the scope
 - 1.10.4. Provide ongoing communication and reporting to county leadership and stakeholders

- 1.10.5. Prepare a Quality Plan to ensure comprehensive evaluation and stakeholder engagement

1.12 Public Relations & Stakeholder Engagement Plan

- 1.12.1 Strategy for communication campaigns, production of materials, and presentations for public engagement and policy discussion.

Phase 2 – PROGRAMING & MASTER PLANNING

Upon receipt of written Notice to Proceed, PM shall accomplish the following:

Phase 2.0 – Programming and Master Planning

- 2.1 Facility Mission and Operational Goals Report:** Document defining the mission, goals, and objectives for the courthouse, sheriff's building, and jail, ensuring alignment with stakeholder priorities and operational efficiency.
- 2.2 Justice Facility Management Standards Guide:** Report outlining management standards, operational benchmarks, and facility-wide protocols for court, detention, and sheriff's administrative functions.
- 2.3 Operational Management Plan:** Comprehensive document establishing protocols for judicial services, law enforcement functions, and detention facility management.
- 2.4 Security and Special Populations Assessment:** Analysis of security requirements for courts, detainee transport, in-custody populations, and law enforcement safety protocols.
- 2.5 Programs and Services Inventory:** Report identifying current and planned justice programs, including operational parameters for different security levels and population groups.
- 2.6 Justice System Operational Protocols Report:** Document outlining protocols for facility-wide operations, including healthcare, food services, laundry, maintenance, and in-custody movement.
- 2.7 Justice Facility Staffing and Resource Plan:** Report evaluating staffing needs, roster management, classification systems, and information management for courts, sheriff's office, and detention facilities.
- 2.8 Justice Facility Support Services Review:** Assessment of operational efficiency in service delivery models for justice administration, courtroom scheduling, and sheriff's department support functions.
- 2.9 Preliminary Staffing and Transition Plan:** Plan to assist with courthouse, sheriff's office, and jail transition teams in developing staffing plans and operational directives.
- 2.10 Justice System Space Needs Assessment:** Comprehensive document listing space requirements, establishing standards, and defining square footage needs across all justice facilities.
- 2.11 Functional Adjacency and Relationship Diagrams:** Graphical representation of facility layouts ensuring proximity and security separations between key justice system functions.
- 2.12 Justice System Master Plan:** High-level planning document aligning programming needs, space allocations, and infrastructure considerations for the entire justice system.
- 2.13 Site Data Compilation Report:** Collection and assessment of critical site data, including boundary surveys, geotechnical analysis, zoning restrictions, and environmental assessments.

- 2.14 Owner Representative Program Management Plan:** Document detailing project controls, information flow, approval processes, policies, budget considerations, and scheduling for justice facility improvements.
- 2.15 Public Relations and Stakeholder Engagement Plan:** Strategy for communication campaigns, production of materials, and presentations for public engagement and policy discussions.
- 2.16 Benchmarking and Best Practices Report:** Summary report documenting insights gained from benchmarking high-performing justice facilities, including key operational and staffing takeaways.
- 2.17 Benchmarking Tour and Presentation Summary:** Documentation of site visits and presentations with operators of high-performing justice facilities, including a checklist of relevant operational considerations.

COMPONENT 2.0 — PROGRAMMING & MASTER PLANNING - SCOPE

PROVIDE OPERATIONAL PLANNING

- 2.12 Define facility mission, goals and objectives in conjunction with appropriate stakeholders
 - 2.12.1 Establish mission-aligned objectives for the courthouse, sheriff's building, and jail, ensuring operational efficiency across all justice facilities
- 2.13 Define overall management standards and benchmark requirements
 - 2.13.1 Develop standards that apply to court operations, detention facilities, and sheriff's administrative functions
- 2.14 Define management approach under which the facility will be operated.
 - 2.14.1 Establish protocols for the effective operation of judicial services, sheriff's law enforcement functions, and detention facility management.
- 2.15 Define all levels of security and special populations by gender and management requirements
 - 2.15.1 Address court security, detainee transport, in-custody populations, and law enforcement personnel safety.
- 2.16 Determine all existing and planned programs to be made available and define operational and delivery parameters for each population and security level
 - 2.16.1 Assess court diversion programs, detention-based rehabilitative services, and sheriff-led community engagement initiatives.
- 2.17 Determine overall operational protocols for healthcare, food, laundry, maintenance, and in-custody movement
 - 2.17.1 Establish protocols for facility-wide efficiency, including judicial office space utilization, inmate movement, and sheriff department workflows.
- 2.18 Assess operations across courts, sheriff's building, and jail
 - 2.18.1 Staffing
 - 2.18.1.1 Evaluate staffing needs across judicial, law enforcement, and detention operations.
 - 2.18.2 Roster Management
 - 2.18.2.1 Optimize staffing models for court personnel, detention officers, and sheriff's deputies. Comparative analysis and projections for maximum efficiency in the 2050 Plan and Ultimate Build-out plan.
 - 2.18.3 Classification system
 - 2.18.3.1 Validity review
 - 2.18.3.2 Reliability assessment

2.18.4 Information Systems

- 2.18.4.1 Offender data systems – Recommend enhanced integration of case tracking, sheriff's reporting, and detention management systems to reduce redundancy and create efficiencies.
- 2.18.4.2 Security technology - Evaluate security technology across courts, detention centers, and law enforcement operations.

2.18.5 Programs

- 2.18.5.1 Gap analysis of program availability and population need profile - Identify service gaps in court-mandated programs, inmate rehabilitation efforts, and diversion initiatives.
- 2.18.5.2 Assessment of evidenced-base practices - Align programming with national best practices.

2.18.6 Support services

- 2.18.6.1 Review of efficiency of service delivery models - Analyze the operational efficiency of justice facility administration, courtroom scheduling, and sheriff's department support services.

- 2.19 Upon completion of the Architectural Program, consult and assist stakeholder transition teams with preparation of preliminary staffing plans and post directives.

PROVIDE SPACE NEEDS

- 2.20 Develop a listing of each space required across the courthouse, sheriff's building, and jail.
- 2.21 Establish space standards and guidelines applicable to each facility.
- 2.22 Identify square footage requirements for each space based on operational needs and standards.
- 2.23 Identify staffing needs for each functional space within courtrooms, sheriff's administrative areas, and detention housing units.
- 2.24 Determine the number of spaces required for each function type.
- 2.25 Identify non-functional space parameters for circulation, security, and essential building components to determine overall gross square footage requirements.
- 2.26 Develop functional adjacency and relationship diagrams for courtrooms, sheriff's administrative functions, and inmate housing units, ensuring proper proximity and security separations.
- 2.27 Coordinate with other County Agencies to align programming needs across courtrooms, sheriff's department facilities, and detention centers.
- 2.28 Coordinate, document, and schedule all meetings necessary to accomplish scope.
- 2.29 Provide ongoing communication and reporting to stakeholders

- 2.30 Prepare maximum build-out and 2050 Master Plans to ensure comprehensive justice system space planning.
- 2.31 Provide General Owner Representative Program Management for *Programming* - scope
 - 2.31.1 Work Plan/Project Controls
 - 2.31.2 Prepare overall plan for Programming scope, including:
 - 2.31.2.1 Information flow and overall communications plan.
 - 2.31.2.2 Approval levels for courts operations, detention management, and sheriff's administrative functions
 - 2.31.2.3 Overall policies and procedures for justice system facility operations
 - 2.31.2.4 Budget/Cash Flow consideration for each facility (CIP)
 - 2.31.2.5 Schedule requirements for justice infrastructure improvements
- 2.32 Public Relations
 - 2.32.1 Assist the county with communication and information campaigns, including the production of supporting materials and presentations for public engagement.

BENCHMARKING & TOURS SCOPE

- 2.33 Benchmark programmed justice facilities with high-performing courthouses proposed by Program Manager and agreed to by stakeholders, sheriff's administrative buildings, and jails regarding proposed operations, configuration, procedures, and staffing.
 - 2.22.1. Arrange presentations and tours as appropriate with operators and facilities and provide checklist of pertinent issues
 - 2.22.2. Attend presentations and tour(s) with Owner
 - 2.22.3. Prepare a summary benchmark report identifying operational insights applicable to the courthouse, sheriff's building, and jail.

Phase 3 – OWNER’S DESIGN REQUIREMENTS & PROCUREMENT

Upon County acceptance of previous phase, PM shall proceed with the following:

Phase 3.0 – Owner’s Design Requirements & Procurement

- 3.1 Owner’s Design Requirements Document:** Comprehensive report defining the design intent, performance expectations, and operational criteria for the courthouse, sheriff’s building, and jail.
- 3.2 Basis-of-Design Narratives:** Detailed narratives outlining design intent, performance standards, and functional criteria for justice system facilities to support project procurement and execution.
- 3.3 Room Data Sheets:** Document specifying technical requirements, security features, infrastructure needs, and space functionality for each facility component, including courtrooms, detention areas, and sheriff’s offices.
- 3.4 Adjacency Diagrams:** Visual representation illustrating spatial relationships between key facility components to optimize efficiency, security, and workflow.
- 3.5 Building Adjacency Drawings:** High-level layout drawings defining the spatial connections between the courthouse, sheriff’s administrative areas, and detention facilities.
- 3.6 Indicative Housing Unit Plans:** Preliminary conceptual layouts for inmate housing units incorporating security classifications, operational efficiencies, and inmate movement strategies.
- 3.7 Program Management Plan:** Document outlining project controls, communication structures, approval processes, budget considerations, and schedule management for design implementation.
- 3.8 Design Coordination Plan:** Structured approach for aligning design efforts across the courthouse, sheriff’s building, and jail with operational requirements and stakeholder input.
- 3.9 Justice Facility Budget and Cash Flow Analysis:** Financial assessment detailing projected design, construction, and operational costs for justice facility improvements.
- 3.10 Justice Facility Schedule Management Plan:** Timeline defining phased implementation of design and construction activities across all justice facilities.
- 3.11 Architect/Engineer (A/E) Procurement Package:** Review County solicitation process and issuance of RFQ, facilitation of selection process, contract negotiation, and integration of A/E with the CMAR contractor.
- 3.12 CMAR Procurement and Selection Support:** Review County RFQ/RFP process, facilitation of evaluation, interviews, selection, and contract negotiation with CMAR contractor.

- 3.13 Stakeholder Coordination and Engagement Report:** Documentation of engagement efforts with county agencies, judges, law enforcement, and detention facility administrators to ensure alignment with operational needs.
- 3.14 Ongoing Communication and Reporting Framework:** Structured approach for maintaining continuous reporting on design progress, facility adjacencies, and space planning.
- 3.15 Quality Plan for Design Compliance:** Strategy for ensuring that all design elements align with best practices for justice facility planning, security, and operational efficiency.
- 3.16 Public Relations and Community Outreach Plan:** Communication strategy outlining public engagement efforts, outreach materials, and presentations to promote transparency and awareness of justice facility enhancements.

COMPONENT 3.0 — OWNER’S DESIGN REQUIREMENTS & PROCUREMENT - SCOPE

3.1. Owner’s Design Requirements Document

- 3.1.1. Prepare Basis-of-Design project narratives and performance specifications typical of a Master Architect
 - 3.1.1.1. Develop narratives covering design intent and performance expectations for the courthouse, sheriff’s building, and jail, ensuring consistency across all justice facilities.
 - 3.1.1.2. Establish criteria for courtrooms, holding areas, sheriff’s administrative spaces, law enforcement facilities, and inmate housing units to align with operational and security requirements.
 - 3.1.1.3. Provide design narratives to support competitive procurement under a Construction Manager at Risk (CMAR) project delivery method.
- 3.1.2. Prepare room data sheets outlining specific technical requirements for each room type
 - 3.1.2.1. Document detailed space and functional requirements for courtrooms, judge’s chambers, jury deliberation rooms, detention cells, administrative offices, and sheriff’s operational areas.
 - 3.1.2.2. Define security, technology, and infrastructure needs for each room type across all facilities.
- 3.1.3. Prepare Adjacency Diagrams
 - 3.1.3.1. Illustrate how spaces within the courthouse, sheriff’s building, and jail should relate to one another for optimal efficiency and security.
 - 3.1.3.2. Ensure proper placement of court holding cells, judicial support spaces, and sheriff’s operational zones.
- 3.1.4. Prepare overall building adjacency drawings
 - 3.1.4.1. Define the relationship between courthouse functions, sheriff’s administrative areas, detention housing, and law enforcement operations.
 - 3.1.4.2. Ensure that security considerations, operational workflows, and public access points are effectively coordinated.
- 3.1.5. Prepare indicative (preliminary and high-level) plans for all housing/living units
 - 3.1.5.1. Develop conceptual layouts for jail housing units, incorporating different security classifications and inmate management strategies.
 - 3.1.5.2. Ensure that inmate movement, access to courtrooms, and interaction with sheriff’s personnel are considered in the early planning stages.

3.2. Provide General Program Management Project Management for *Owner’s Design Requirements* – scope

- 3.2.1. Oversee the design coordination efforts across the courthouse, sheriff's building, and jail, ensuring alignment with operational goals and stakeholder input.
- 3.3. Coordination with other County Agencies
- 3.4. Coordination, documentation and scheduling of all meetings necessary to accomplish scope. Maintain structured engagement with judges, court administrators, law enforcement officials, and detention facility managers to ensure comprehensive facility planning.
- 3.5. Provide on-going communication and reporting. Deliver regular updates on the development of design documents, facility adjacencies, and space planning efforts.
- 3.6. Prepare Quality Plan for Programming scope. Establish design validation procedures to ensure compliance with justice facility best practices.

PROCUREMENT - Project Delivery Implementation (*Note: currently contemplating CMAR, but may change upon Williamson County decisions in Component 1 & 2*)

- 3.7. Selection of Architect/Engineer (A/E)
 - 3.7.1. Develop and issue a Request for Qualifications (RFQ) for A/E services, outlining project scope, design expectations, and evaluation criteria.
 - 3.7.2. Assist in defining qualification-based selection (QBS) criteria, ensuring the A/E firm has experience in CMAR project delivery.
 - 3.7.3. Facilitate the RFQ evaluation process, including reviewing qualifications, conducting interviews, and scoring responses.
 - 3.7.4. Support the County in negotiating contract terms with the selected A/E firm, ensuring alignment with the CMAR process and integration with the contractor.
 - 3.7.5. Establish a collaborative framework for the A/E to work with the CMAR contractor during preconstruction, ensuring cost control and constructability reviews are incorporated early in design.
- 3.8. Selection of CMAR Contractor
 - 3.8.1. Develop and issue a Request for Qualifications (RFQ) to solicit CMAR firms with relevant project experience and capabilities.
 - 3.8.2. Assist in defining selection criteria, considering qualifications, past performance, experience with similar projects, and ability to provide preconstruction services.
 - 3.8.3. Facilitate a shortlisting process, evaluating submissions and selecting top-ranked firms for further consideration.
 - 3.8.4. Prepare and issue a Request for Proposals (RFP) to shortlisted firms, including scope of work, preconstruction requirements, and expectations for collaboration with the A/E.
 - 3.8.5. Work with County Procurement to facilitate required solicitations.

- 3.8.6. Manage the interview and evaluation process, including presentations, cost proposals, and technical approach reviews.
- 3.8.7. Assist the County in negotiating the Preconstruction Services Agreement, ensuring clear deliverables, fee structure, and risk management approach.
- 3.8.8. Support final contract negotiations and execution, ensuring the CMAR is positioned to provide early cost estimating, scheduling input, and value engineering during design.

3.9. Geotechnical Consultant

- 3.9.1.1.1. Draft technical requirements for Site Geotechnical Consultant RFQ/RFP and contract agreement.
- 3.9.1.1.2. Review Site Geotechnical Consultant Qualifications and assist with interviews, selection and contract negotiations (Site Geotechnical Consultant contract will be held by OR per Exhibit B)
- 3.9.1.1.3. Coordinate activities of Site Geotechnical Consultant with Owner and monitor Site Geotechnical Consultant schedules, documentation and compliance with scope of work

3.10. Work Plan/Project Controls

- 3.10.1. Prepare overall plan for Programming scope, including:
 - 3.10.1.1. Information flow and overall communications plan – Establish clear reporting structures for stakeholders.
 - 3.10.1.2. Approval levels – Define decision-making protocols for all stakeholders.
 - 3.10.1.3. Overall policies and procedures – Ensure compliance with justice facility design standards and operational policies.
 - 3.10.1.4. Budget and cash flow analysis – Provide cost projections for design, construction, and operational needs. (CIP)
 - 3.10.1.5. Schedule management – Develop timelines for the phased implementation of courthouse, sheriff's building, and jail improvements.

3.11. Stakeholder Relations

- 3.11.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.
 - 3.11.1.1. Develop outreach materials to inform community and county stakeholders about courthouse enhancements, sheriff's building upgrades, and jail modernization efforts.
 - 3.11.1.2. Support communication strategies that promote transparency and public trust in justice system infrastructure improvements.

Phase 4 – CONSTRUCTION IMPLEMENTATION

Upon County acceptance of previous phase, PM shall proceed with the following:

Phase 4.0 – Construction Implementation Program Management Deliverables

- 4.1 Project Work Plan and Controls Document:** Overview of project policies, procedures, communication plan, approval levels, budget considerations, and scheduling framework.
- 4.2 Justice Facility Quality Assurance Plan:** Strategy for maintaining design compliance, construction oversight, and operational alignment.
- 4.3 Project Master Budget and Schedule:** Capital expenditure forecast, project budget tracking, and long-term cost modeling for facility operations and maintenance.
- 4.4 Project Orientation Materials and Briefings:** Development of agendas, briefing documents, and integration plans for project stakeholders.
- 4.5 Design and Compliance Review Report:** Documentation of design review meetings, compliance tracking, and recommendations for modifications ensuring security, efficiency, and budget adherence.
- 4.6 Management Information Control System (MICS) Report:** System for tracking cost, schedule, cash flow, and procurement processes for construction oversight.
- 4.7 Construction Progress and Quality Monitoring Reports:** Regular documentation of site activity, material tracking, labor assessments, and quality control measures.
- 4.8 Change Order and Conflict Resolution Log:** Tracking and management of contract modifications, owner-provided inspections, and dispute resolution processes.

COMPONENT 4.0 —CONSTRUCTION IMPLEMENTATION PROGRAM MANAGEMENT SERVICES - SCOPE

4.1. Work Plan/Project Controls

4.1.1. Prepare overall plan for project including:

- 4.1.1.1. Information flow and overall communications plan.
- 4.1.1.2. Approval levels
- 4.1.1.3. Overall policies and procedures
- 4.1.1.4. Budget/Cash Flow
- 4.1.1.5. Schedule

4.2. Coordinate with other County Departments

4.3. Compile Source Data for Selected Final Site

- 4.3.1. Review existing material with respect to site
- 4.3.2. Recommend additional data required
- 4.3.3. Assist with coordinating the following data
 - 4.3.3.1.1. Boundary Survey
 - 4.3.3.1.2. Topographic Survey
 - 4.3.3.1.3. Geotechnical data
 - 4.3.3.1.4. Environmental restrictions
 - 4.3.3.1.5. Building codes
 - 4.3.3.1.6. Water Retention Requirements
 - 4.3.3.1.7. Easements
 - 4.3.3.1.8. Traffic Analysis
 - 4.3.3.1.9. Zoning restrictions

4.4. Public Relations

- 4.4.1. Assist county with communication and information campaigns/activities including production of supporting materials and presentations.

4.5. Project Master Budget and Schedule

- 4.5.1. Prepare overall project capital expenditure budget
 - 4.5.1.1.1. Update project budget at all major milestones and/or minimum monthly
- 4.5.2. Prepare master project schedule
 - 4.5.2.1.1. Identify project milestones, critical paths and project task

4.5.2.1.2. Update project schedule at all major milestones and/or minimum monthly

4.6. Project Orientation

- 4.6.1. Develop agenda and conduct project orientation meeting
- 4.6.2. Integrate team into project development process
- 4.6.3. Arrange meetings with key stakeholders with concurrence by Steering Committee
- 4.6.4. Develop briefings for summary of planning documents

4.7. Design and Compliance Review

- 4.7.1. Participate in all Owner/Architect design meetings
- 4.7.2. Document and monitor compliance with all key Owner design directives
- 4.7.3. Provide design review, consultation and comment as well as criteria compliance reviews during all phases of design utilizing a Total Cost of Ownership model regarding budget, schedule, constructability and quality objectives of the project
- 4.7.4. Assist in the Value Analysis/Engineering process as budget is confirmed/established and design is completed
- 4.7.5. Monitor completion of the Schematic Design, Design Development, and Construction Documents.
- 4.7.6. Monitor design and document packages relative to contractual obligations, operational and security objectives, over-arching project goals and objectives, and design standards. Recommend design modifications necessary to meet the project requirements.

4.8. Management Information Control System (system tailored to Williamson County)

- 4.8.1. Information tracking, reporting and administration, including:
 - 4.8.1.1.1. Cost
 - 4.8.1.1.2. Implement cost management system
 - 4.8.1.1.3. Cost monitoring for compliance
 - 4.8.1.1.4. Continuous value engineering recommendations
 - 4.8.1.1.5. Monitoring of bid packages and project contingencies
 - 4.8.1.1.6. Schedule
 - 4.8.1.1.7. Monitor and control master schedule
 - 4.8.1.1.8. Monitor and control of design issues relating to schedule
 - 4.8.1.1.9. Long lead equipment procurement monitoring
- 4.8.2. Cash flow

- 4.8.2.1.1. Maintain and manage total project accounting system to track all present and expected expenditures

4.9. Construction Representation

- 4.9.1. Provide on-site construction representative
- 4.9.2. Monitor labor and materials progress
- 4.9.3. Monitor and address quality of workmanship and materials
- 4.9.4. Coordinate information flow
- 4.9.5. Coordinate progress payments
- 4.9.6. Assist with resolving conflicts
- 4.9.7. Change Order management and processing
- 4.9.8. Monitor and manage owner provided technical inspections
- 4.9.9. Conduct, monitor and manage punch list

4.10. Construction Information tracking, reporting and administration, including:

4.10.1. Cost

- 4.10.1.1.1. Monitor and track all construction related cost and provide monthly reports
- 4.10.1.1.2. Provide continuous value engineering recommendations
- 4.10.1.1.3. Monitor all bid packages and project contingencies and provide monthly reports

4.10.2. Schedule

- 4.10.2.1.1. Monitor and control master schedule and provide monthly reports
- 4.10.2.1.2. Monitor and control of construction issues relating to schedule
- 4.10.2.1.3. Long lead equipment monitoring

4.10.3. Cash flow

- 4.10.3.1.1. Maintain and manage total project accounting system to track all present and expected expenditures

4.11. Special Professional Services Management

4.11.1. Project Commissioning Plan

- 4.11.1.1.1. Draft technical requirements for Commissioning Agent (CxA) RFQ/RFP and contract agreement
- 4.11.1.1.2. Review CxA proposals and assist with interviews, selection and contract negotiations

- 4.11.1.1.3. Coordinate activities of CxA with Owner and monitor CxA schedules, documentation and compliance with CxA scope of work

4.11.2. Special Inspections

- 4.11.2.1.1. Based upon required independent inspections designated by A/E (per codes as part of design/construction documents), the PM will Draft technical requirements for Special Inspector(s) RFQ/RFP and contract agreement.
- 4.11.2.1.2. Review Special Inspector(s) Proposals and assist with interviews, selection and contract negotiations
- 4.11.2.1.3. Coordinate activities of Special Inspector(s) with Owner and monitor Special Inspector(s) performance, documentation and compliance with scope of work

Phase 5 – TRANSITION, ACTIVATION AND FF&E SERVICES:

Upon County acceptance of previous phase, PM shall proceed with the following:

Phase 5.0 – Transition, Activation, and FF&E Services Deliverables

- 5.1 Jail Staffing and Training Plan:** Finalized staffing needs assessment, hiring plan, and comprehensive training program for jail operations, security, and emergency response.
- 5.2 Operational Readiness and Testing Report:** Documentation of mock operations, scenario-based exercises, and risk mitigation strategies to ensure staff preparedness before facility activation.
- 5.3 Logistics and Relocation Plan:** Detailed step-by-step strategy for transitioning personnel, inmates, and equipment to the new facility, including move-in schedule and third-party service coordination.
- 5.4 Operational Documentation Package:** Compilation of essential facility operation manuals, including policies and procedures, post orders, inmate handbook, and scheduling guidelines.
- 5.5 Disposition Strategy for Existing Jail:** Evaluation of options for repurposing, selling, or decommissioning the old jail, with sustainability and cost-benefit analysis.
- 5.6 FF&E Procurement and Coordination Report:** Documentation of furniture, fixtures, and IT equipment procurement, ensuring alignment with security, durability, and operational needs.
- 5.7 FF&E Inventory and Reuse Strategy:** Assessment of existing assets for potential reuse, documentation of new requirements, and a decommissioning plan for outdated equipment.
- 5.8 Move Management and Installation Plan:** Logistics and oversight for FF&E delivery, installation, and final acceptance walkthroughs.
- 5.9 Owner's Representative Project Management Plan:** Work plan outlining project controls, milestones, stakeholder coordination, and tracking tools for transition, activation, and FF&E implementation.
- 5.10 Post-Occupancy Evaluation Report:** Assessment of facility operations post-transition, troubleshooting of security and equipment issues, and coordination of warranty claims and maintenance training.

COMPONENT 5.0 — TRANSITION, ACTIVATION AND FF&E SERVICES - SCOPE

5.1. Transition — Operations Activation Services

5.1.1. Staffing and Training

- 5.1.1.1. Consult and assist the Jail Transition Team in finalizing staffing needs for the new facility, ensuring alignment with Jail and national best practice standards.
- 5.1.1.2. Assist in developing a hiring plan if new staff are required for the facility's operation.
- 5.1.1.3. Develop and coordinate a comprehensive General Consultation for staff training program, including:
 - Facility orientation (operations, equipment, security, and procedures).
 - Emergency response drills and operational simulations.
 - Hands-on training with new equipment and technologies.
 - Provide general consultation with regard to potential scenarios for disposition of existing jails.
 - Assist with development of disposition alternatives and provide general pro/con analysis relative to sustainability, time and cost-benefits to Williamson County.

5.1.2. Operational Readiness and Testing

- 5.1.2.1. Coordinate with Sheriff for mock operations and scenario-based exercises to validate procedures and ensure staff readiness.
- 5.1.2.2. Develop and implement a transition timeline to ensure a seamless shift from the old facility to the new justice center.
- 5.1.2.3. Assist in identifying potential operational gaps and mitigating risks through pre-occupancy testing.

5.1.3. Logistics & Relocation Planning

- 5.1.3.1. Develop a detailed logistics plan for transitioning operations and moving personnel and inmates to the new facility.
- 5.1.3.2. Establish a step-by-step move-in schedule, coordinating with key stakeholders for a controlled transition.
- 5.1.3.3. Assist in securing and managing third-party moving services, if required.

5.1.4. Operational Documentation

- 5.1.4.1. Assist in developing and finalizing key operational guide documents, including:

- 5.1.4.1.1. Policies and Procedures Manual
 - 5.1.4.1.2. Post Orders (specific roles and responsibilities)
 - 5.1.4.1.3. Inmate Handbook
 - 5.1.4.1.4. Public and visitor flow patterns (security screening, public access)
 - 5.1.4.1.5. Master schedule of facility operations (intake, visitation, court transport, meals, etc.)
 - 5.1.4.1.6. Daily schedule of activities (inmate programs, recreation, medical, etc.)
- 5.1.5. Assistance with Disposition of Existing Jail
 - 5.1.5.1.1. Provide consultation on potential scenarios for repurposing, selling, or decommissioning the existing jail facility.
 - 5.1.5.1.2. Assist in developing disposition alternatives, evaluating pros and cons related to sustainability, cost, and time constraints.
 - 5.1.5.1.3. Provide general recommendations regarding site remediation, demolition, or adaptive reuse based on County's long-term needs.
- 5.2. Develop a move plan to new Headquarters Building
 - 5.2.1. Develop a department relocation plan
 - 5.2.1.1. Conduct a detailed assessment of current office spaces, including department functions, staff counts, space requirements, and specialized operational needs.
 - 5.2.1.2. Develop a phased relocation strategy to ensure minimal disruption to County operations, prioritizing mission-critical services and public-facing departments.
 - 5.2.1.3. Identify temporary workspace solutions if phased moves require interim accommodations.
 - 5.2.1.4. Establish a move coordination team to oversee scheduling, logistics, and interdepartmental communication.
 - 5.2.1.5. Develop department-specific transition plans, ensuring proper setup of workstations, IT infrastructure, records management, and security access at the new headquarters.
 - 5.2.1.6. Coordinate with County leadership, IT, and facility management to address operational concerns, technology transitions, and post-move adjustments.
 - 5.2.2. Logistics & Execution of Move
 - 5.2.2.1. Create a comprehensive move timeline, detailing key milestones, responsibilities, and dependencies.

- 5.2.2.2. Develop a vendor management plan for moving services, furniture installation, IT setup, and equipment transfers.
- 5.2.2.3. Establish communication protocols to inform staff, external stakeholders, and the public about move dates, new locations, and service continuity.
- 5.2.2.4. Coordinate with IT and security teams to ensure seamless data migration, network setup, and badge access for employees.
- 5.2.2.5. Implement a quality control and troubleshooting plan post-move to address unforeseen issues and optimize workspace functionality in the new headquarters.
- 5.2.2.6. Conduct post-move evaluations to gather feedback and make necessary refinements for ongoing operational efficiency.

5.3. Furniture, Fixtures & Equipment (FF&E) Services

5.3.1. FF&E Procurement & Coordination

- 5.3.1.1.1. Ensure FF&E selection meets security, durability, and functionality requirements for justice center operations.
- 5.3.1.1.2. Coordinate with vendors to ensure procurement aligns with project schedule and budget constraints.
- 5.3.1.1.3. Facilitate County review and approval of furniture layouts and specifications to ensure operational efficiency.

5.3.2. FF&E Inventory & Reuse Strategy

- 5.3.2.1.1. Identify, document, and assess existing FF&E and IT assets that can be reused in the new facility.
- 5.3.2.1.2. Coordinate and document new FF&E and IT requirements beyond what is furnished by the CMAR team.
- 5.3.2.1.3. Develop a decommissioning plan for old equipment and furniture, including repurposing, disposal, or sale.

5.3.3. Move Management & Installation Coordination

- 5.3.3.1.1. Oversee logistics and coordination for the delivery and installation of both new and reused FF&E and IT items.
- 5.3.3.1.2. Provide onsite supervision during installation to ensure proper placement and functionality.
- 5.3.3.1.3. Conduct final inspections and acceptance walkthroughs for all procured items.
- 5.3.3.1.4. Ensure dissemination of all FF&E and IT data and documentation to Williamson County for asset tracking and future maintenance.

5.4. General Owner's Representative Project Management for Transition, Activation, and FF&E

5.4.1. Work Plan & Project Controls

- 5.4.1.1.1. Develop a detailed project work plan to ensure all transition, activation, and FF&E activities are executed on schedule.
- 5.4.1.1.2. Implement tracking tools for procurement, delivery, and installation progress.
- 5.4.1.1.3. Establish milestones and deliverables for activation readiness, ensuring seamless facility occupancy.
- 5.4.1.1.4. Provide regular updates and status reports to Williamson County leadership.

5.4.2. Coordination with Key Stakeholders

- 5.4.2.1.1. Serve as the primary point of contact between Williamson County, the CMAR team, vendors, and facility staff.
- 5.4.2.1.2. Ensure compliance with regulatory requirements related to facility activation and security.
- 5.4.2.1.3. Facilitate stakeholder coordination meetings to ensure a unified transition plan.

5.4.3. Post-Occupancy Support & Final Adjustments during the warranty period.

- 5.4.3.1.1. Provide post-occupancy troubleshooting for operational, security, and equipment-related concerns.
- 5.4.3.1.2. Coordinate with vendors for warranty claims and maintenance training.
- 5.4.3.1.3. Conduct a final post-transition evaluation to ensure the facility is fully operational and adjustments are made where necessary.

Phase 6 – PROPERTY ACQUISITION AND DIVESTMENT DELIVERABLES:

Upon County acceptance of previous phase, PM shall proceed with the following:

- 6.1 Property Management & Planning Framework:** Strategic document outlining evaluation criteria for property acquisition, divestment, and optimization of County facilities.
- 6.2 Facilities Inventory and Assessment Report:** Comprehensive inventory of County-owned properties, including ownership status, condition assessments, utilization rates, and financial considerations.
- 6.3 Facility Condition and Asset Evaluation Report:** Documentation of structural integrity, maintenance requirements, and long-term viability of existing facilities.
- 6.4 Facility Divestment Strategy Report:** Analysis of surplus or underutilized properties, including market feasibility studies, best-use scenarios, and financial/environmental impact assessments.
- 6.5 Property Acquisition and Site Selection Report:** Evaluation of potential new sites for County facilities, including due diligence, zoning compliance, infrastructure analysis, and cost-benefit comparisons.
- 6.6 Transaction Management and Compliance Report:** Legal and contractual documentation supporting property acquisitions and sales, ensuring compliance with public property transaction regulations.
- 6.7 Relocation and Transition Plan:** Strategy for relocating County departments due to divestment or new acquisitions, including workspace planning, IT infrastructure setup, and logistics coordination.
- 6.8 Financial Analysis and Risk Management Report:** Lifecycle cost projections, deferred maintenance liabilities, and return-on-investment evaluations for acquisition and divestment scenarios.
- 6.9 Stakeholder and Community Engagement Strategy:** Plan for facilitating public meetings, workshops, and communication campaigns to ensure transparency in property-related decisions.
- 6.10 Program Controls and Reporting Framework:** Implementation of tracking systems for property transactions, financial impacts, risk mitigation, and project progress updates for County leadership.

COMPONENT 6.0 — PROPERTY ACQUISITION AND DIVESTMENT – SCOPE

6.1. Program Management Oversight

- 6.1.1. Serve as Program Manager (PM) for Williamson County, providing strategic guidance on property acquisition and divestment decisions.
- 6.1.2. Establish a Property Management & Planning Framework to evaluate existing facilities and identify opportunities for optimization.
- 6.1.3. Develop and maintain a comprehensive facilities inventory, including ownership status, condition assessments, utilization rates, and financial considerations.
- 6.1.4. Provide project controls, scheduling, and risk management for all property-related activities.
- 6.1.5. Act as a liaison between County leadership, departments, and external consultants to ensure alignment with long-term infrastructure and operational goals.

6.2. Facility & Asset Evaluation

- 6.2.1. Conduct facility condition assessments (FCA) to determine the structural integrity, maintenance requirements, and modernization potential of existing properties.
- 6.2.2. Develop a prioritization matrix to classify properties based on long-term viability, operational efficiency, and alignment with County needs.
- 6.2.3. Identify underutilized, surplus, or obsolete facilities that may be suitable for divestment or repurposing.
- 6.2.4. Conduct a financial analysis, including lifecycle cost projections, deferred maintenance liabilities, and return-on-investment (ROI) considerations.
- 6.2.5. Engage with County stakeholders to define functional requirements for retained, repurposed, or newly acquired properties.

6.3. Property Divestment Planning

- 6.3.1. Develop a Facility Divestment Strategy that includes:
 - 6.3.1.1. Market feasibility study.
 - 6.3.1.2. Evaluation of best-use scenarios (e.g., sale, lease, adaptive reuse, demolition).
 - 6.3.1.3. Financial, and environmental considerations for each divestment option.
- 6.3.2. Assist in preparing requests for proposals (RFPs) or expressions of interest (EOIs) for potential buyers or developers.
- 6.3.3. Provide guidance on asset disposal processes, including regulatory compliance and revenue maximization strategies.
- 6.3.4. Support the County in community engagement and public communication efforts related to facility closures or repurposing.

- 6.3.5. Develop a timeline and transition plan to ensure minimal disruption to County services during divestment efforts.

6.4. Property Acquisition & Site Selection

- 6.4.1. Assist in identifying and evaluating potential sites for new County facilities, ensuring alignment with growth projections and operational needs.
- 6.4.2. Conduct due diligence assessments, including zoning compliance, environmental studies, and infrastructure availability.
- 6.4.3. Develop property acquisition strategies, including lease versus purchase evaluations.
- 6.4.4. Support the County in negotiations with property owners, developers, and public-private partnerships (P3s) to secure optimal terms.
- 6.4.5. Provide financial modeling and cost-benefit analyses for different acquisition scenarios.

6.5. Transaction Management & Regulatory Compliance

- 6.5.1. Assist the County in preparing legal and contractual documents for property acquisitions and sales.
- 6.5.2. Ensure compliance with local, state, and federal regulations governing public property transactions.
- 6.5.3. Manage appraisal, title review, and closing processes to facilitate smooth transactions.
- 6.5.4. Oversee public procurement processes for property-related transactions, ensuring transparency and competitive pricing.

6.6. Transition Planning & Relocation Management

- 6.6.1. Develop relocation plans for County departments impacted by property divestment or acquisitions.
- 6.6.2. Coordinate temporary facility solutions to maintain continuity of government services during transitions.
- 6.6.3. Manage logistics for phased relocations, including workspace planning, IT infrastructure setup, and move coordination.
- 6.6.4. Provide post-move support to ensure operational efficiency in new or repurposed facilities.

6.7. Program Controls & Reporting

- 6.7.1. Implement tracking and reporting systems to monitor property transactions, financial impacts, and project timelines.
- 6.7.2. Provide regular updates to County leadership, including dashboards, reports, and presentations on property management progress.

- 6.7.3. Develop and maintain a risk management plan, identifying potential challenges in acquisition and divestment efforts and proposing mitigation strategies.
- 6.7.4. Ensure that all property-related decisions align with the County's long-term strategic goals and fiscal policies.

6.8. Stakeholder & Community Engagement

- 6.8.1. Facilitate workshops and public meetings to gather input on property planning and divestment decisions.
- 6.8.2. Develop communication strategies to ensure transparency and public trust in the decision-making process.
- 6.8.3. Coordinate with county agencies and elected officials to align property decisions with broader development and service objectives.

Program Management Exclusions

General Exclusions

1. *Geotechnical studies*
2. *Traffic Impact Analysis.*
3. *Signage and Marking Plan*
4. *CLOMR/LOMR.*
5. *Subdivision and platting services of any kind.*
6. *LEED services, submission or documentation*
7. *Construction material testing or quality control.*
8. *SCADA system design and/or permitting*
9. *Wastewater treatment plant*

Environmental & Archaeological

1. *Environmental and/or archaeological studies and or permitting associated with any offsite design.*
2. *Documentation or removal of human burials if encountered during the field investigation or inadvertent discovery during construction.*
3. *Formal NRHP/SAL eligibility testing of archeological sites encountered during the field investigations.*
4. *Subsurface evaluation of karst features, including excavation of a karst feature to determine presence of suitable endangered karst invertebrate habitat or karst invertebrate presence/absence surveys for federally listed threatened karst invertebrates or other endangered species.*
5. *Preparation of a USACE Section 404 standard individual permit or other permit action.*
6. *Preparation of a USACE Section 404 permittee-responsible mitigation plan.*
7. *Preparation of a USACE NWP.*
8. *Threatened or endangered species presence/absence surveys (e.g., golden-cheeked warbler, karst invertebrates, freshwater mussels).*
9. *Geologic assessment for offsite design.*
10. *Karst feature survey for offsite design.*
11. *Section 7 or Section 10 USFWS consultation/coordination.*
12. *Purchase of mitigation credits in accordance with the WCRHCP.*
13. *Preparation of an Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion and Texas Department of Transportation National Environmental Policy Act documentation.*
14. *Technical reports or applicable documentation for the following items are excluded from the scope of services for this task: air quality, community impacts, indirect impacts, cumulative impacts, Section 4(f) and 6(f) impacts, noise impacts, and Chapter 26 impacts.*
15. *Public involvement (e.g., virtual or in-person, meetings or notice mailouts).*
16. *Phase II activities, ACM survey, and or LBP Survey.*

Water / Wastewater

1. *Any future development outside of the existing facilities and phased improvements provided in the RFQ are not included in the sizing and design of the above-described water facilities.*
2. *This Scope does not include evaluation or digital modeling of the Water Utility's system or ability to deliver water supply to the site but can be added by separate authorization or amendment if requested.*

3. *Evaluation of potential groundwater supply options are not included in the Scope but can be added by separate authorization or amendment if requested.*
4. *Surge analysis of the waterline systems are excluded.*
5. *Any betterments required by the water that require additional engineering services will be additions to this Scope.*

Stormwater, Floodplain And Drainage

1. *Hydrogeologic reports*
2. *Low Impact Development (LID) design techniques*
3. *Dam design (embankment taller than 6 feet) and analyses for probable maximum flood event.*

Surveying And Sue

1. *QL-B of irrigation lines, asbestos concrete and/or PVC lines, and PVC lines without tracer wire or access*
2. *Engineered Traffic Control Plans*
3. *This proposal does not include research efforts normally performed by a title company.*
4. *Permits, Traffic Control Plans or devices, or other requirements, other than standard signing and safety procedures, which would affect access to working within existing ROW.*
5. *TCE descriptions/exhibits.*
6. *Return trips to reset damaged control points.*
7. *Additional surveys required due to alignment changes.*

Easement Acquisition

1. *Miscellaneous services requested by the Client not described above will be performed only upon prior written authorization from the City as an additional service.*
2. *No work will be undertaken for additional services without specific written authorization from the City. These services may include: 1) Reporting outside of typical status reports, 2) Relocation assistance services, 3) Condemnation services.*

Zoning And Land Use

1. *Zoning and Land Use services including but not limited to Zoning/Land-use changes, Conditional-Use, Special-Use, Variance and/or Annexation processes.*
2. *Preparation and processing of major variance requests from City Codes.*

Utility Services

1. *Lighting, gas, electric, telephone, cable and other "Franchise" or "Dry" utility coordination and design except as outlined within this scope of surfaces.*
2. *Design of any facilities within the limits of the building and five (5) feet beyond.*
3. *Fire protection system design.*

Structural Engineering For Site And Drainage Facilities

1. *Headwall Design*
2. *Outfall Design*
3. *Junction Box Design*

4. *Light Pole Foundation Design*
5. *Retaining Wall*

General

1. *Federal and state regulatory agency file reviews that require more than 20 days to obtain files.*
2. *Application/Submittal filing fees, permit fees, review fees, meeting fees and any sales tax.*
3. *The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance.*
4. *Any services not specifically noted in the Scope of Services.*

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee (**NOT TO EXCEED**): **\$ 13,993,845**

Kitchell CEM	\$	9,328,885
HOK	\$	3,538,960
Halff	\$	1,126,000

Phase 1 - Validation of Need & Options	\$	1,257,689
Kitchell CEM	\$	593,589
HOK	\$	284,100
Halff	\$	380,000
Phase 2 - Programing & Master Planning	\$	1,377,579
Kitchell CEM	\$	704,999
HOK	\$	372,580
Halff (Allowance)	\$	300,000
Phase 3 - Owner's Design Requirements & Procurement	\$	3,447,886
Kitchell CEM	\$	1,249,386
HOK	\$	2,108,500
Halff	\$	90,000
Phase 4 - Construction Implementation & PM Services	\$	6,748,564
Kitchell CEM	\$	6,015,264
HOK	\$	477,300
Halff	\$	256,000
Phase 5 - Transition, Activation & FF&E Services	\$	951,121
Kitchell CEM	\$	654,641
HOK	\$	296,480
Halff	\$	-

Phase 6 - Transition, Activation & FF&E Services	\$	211,006
Kitchell CEM	\$	111,006
HOK	\$	-
Halff	\$	100,000

EXHIBIT C

PRODUCTION SCHEDULE

PM agrees to complete the professional services called for in **Exhibit A** of this Agreement within **Two Thousand and Fifty-Four (2,054 Days) calendar days** from the date of this Agreement.

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 (21) calendar days.

Agreement Execution Date	07/15/25
Phase 1 - Validation of Need & Options	
Present Needs and Options Documents	10/15/25
<i>Site Selection & Due Dilligence (Pending Available Sites)</i>	
County written authorization to proceed to next phase	11/05/25
Phase 2 - Programing & Master Planning	
Present Master Plan Documents	03/16/26
County written authorization to proceed to next phase	03/31/26
Phase 3 - Owner's Design Requirements & Procurement	
Present Owner's Desgin Requirements & Procurement	05/31/27
County written authorization to proceed to next phase	06/15/27
Phase 4 - Construction Implementation & PM Services	
Construction Finalized	09/30/30
County written authorization to proceed to next phase	10/15/30
Phase 5 - Transition, Activation & FF&E Services	
Finalized Transition, Activation & FF&E Services	12/31/30
County written authorization to proceed to next phase	01/13/31

Phase 6 - Property Acquisition & Divestment

Finalized Property Acquisition & Divestment

02/28/31

All services shall be complete on, or before:

02/28/31



Milestones

EXHIBIT D

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT E
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that PM and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kitchell/CEM, Inc.

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
the _____ of _____, on behalf of said firm.
Signatory Name
Signatory Title Entity Name

Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F
CERTIFICATES OF INSURANCE

PM and Subconsultant Certificates of Insurance attached: