

ARCHITECTURAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF NUECES

THIS CONTRACT FOR ARCHITECTURAL SERVICES is made by and between the County of Nueces, hereinafter called "County" and Turner, Ramirez & Associates, Inc. hereinafter called "Architect" for the purpose of contracting for architectural services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of architects; and

WHEREAS, the County desires to contract for architectural services described as follows: Prepare plans, specifications, and provide construction observation for the replacement of the existing emergency generators to provide emergency power for all electrical systems at the McKinzie Jail Annex.

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

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

The County will furnish items and perform those services for fulfillment of the contract as identified in Attachment A – Services To Be Provided By The County, attached hereto and made a part thereof this contract.

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED BY ARCHITECT

The Architect shall perform those architectural services for the fulfillment of the contract as identified in Attachment B – Services to be Provided by the Architect, attached hereto and made a part thereof this contract.

The Architect shall prepare a schedule of work, identified as Attachment C – Work Schedule, attached hereto and made a part thereof this contract. The work schedule shall contain a complete schedule such that the Architect's Scope of Services under this contract can be accomplished within the specified time and contract cost. Attachment C – Work Schedule shall identify the task, the total maximum dollar amount payable for each task, and time allotted to complete the job by date or working days. Attachment D – Fee Schedule shall identify the hourly rates for each job title, total number of hours for each job title and the total maximum dollar amount payable for each job title.

Unless specifically excluded in Attachment B – Services To Be Provided By The Architect, it shall be the Architect's responsibility to prepare, submit, or arrange for any and all permits, approvals, or inspections required for the work. The permits, approvals, or inspections shall include, but not be limited to, the following:

1. Building permits
2. Floodplain development permits
3. Dune protection permits
4. Access driveway permits
5. Utility permits
6. Americans with disabilities submissions and approvals
7. Asbestos inspections

ARTICLE 3
STANDARD OF CARE

The Architect shall perform the services contemplated hereunder:

1. With the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and
2. As expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

**ARTICLE 4
CONTRACT PERIOD**

After execution of this contract, the Architect shall not proceed with the work until authorized in writing by the County to proceed, as provided in Article 6 – Work Authorizations. This contract shall terminate at the close of business on May 31, 2020, unless extended by supplement agreement duly executed by the Architect and the County prior to the date of termination, as provided in Article 11 – Supplemental Agreements, or otherwise terminated, as provided in Article 20 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

**ARTICLE 5
COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this contract is \$58,460.00 unless modified as provided in Article 11 – Supplemental Agreements.

All payments will be made in accordance with the hourly rates for each job title established in Attachment D – Fee Schedule.

The Architect shall prepare and submit to the County, no more frequently than once per month, an invoice and a progress report stating the percent completion of the work accomplished during the billing period. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the work schedule and fee schedule.

The County reserves the right to withhold payment pending verification of satisfactory work.

The County assumes no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or subsequent to the contract completion date.

**ARTICLE 6
WORK AUTHORIZATIONS**

The County will issue work authorizations, in the form identified and attached hereto as Attachment E – Work Authorization, to authorize the Architect to perform one or more tasks. The amount payable for a work authorization shall be supported by the estimated cost of each work task as described in the work authorization. The work authorization will not waive the County's or Architect's responsibilities and obligations established in this contract. The work authorization will be issued by the Nueces County Director of Public Works. The executed work authorization(s) shall become a part of this contract.

Upon satisfactory completion of the work authorization, the Architect shall submit to the County for review and acceptance the deliverables as specified in the executed work authorization.

Work included in a work authorization shall not begin until the County and the Architect have signed the work authorization. All work must be completed on or before the completion date specified in the work authorization. The Architect shall promptly notify the County of any event, which will affect completion of the work authorization.

ARTICLE 7 PROGRESS

The Architect shall, from time to time during the progress of the work, confer with the County. The Architect shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the work. Upon request by the County, the Architect shall make presentations to the Commissioners Court.

At the request of the County or the Architect, conferences shall be held at the Architect's office, the County's office, or at other locations designated by the County. These conferences shall also include an evaluation of the Architect's services and work when requested by the County.

Should the County determine that the progress in production of the work does not satisfy the work schedule, the County will review the work schedule with the Architect to determine corrective action needed.

The Architect shall promptly advise the County in writing of events which have a significant impact upon the progress of work, including:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any County assistance needed to resolve the situation; and
- (2) favorable developments or events, which would enable meeting the work, schedule goals sooner than anticipated.

**ARTICLE 8
SUSPENSION**

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties.

If the County suspends the work, the contract period, as determined in Article 4 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 11 – Supplemental Agreements.

**ARTICLE 9
ADDITIONAL WORK**

If the Architect determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Architect and a supplemental agreement may be executed, as provided in Article 11 – Supplemental Agreements.

The Architect shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

**ARTICLE 10
CHANGES IN WORK**

If the County finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Architect shall make such revisions if requested and as directed by the County. This will be considered additional work and paid for as specified under Article 9 – Additional Work.

The Architect shall make such revisions to the work to correct errors appearing therein, when required to do so by the County. No additional compensation will be paid for the correction of errors.

ARTICLE 11 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 5 – Compensation and Method of Payment.

Both parties must execute any supplement agreement within the contract period specified in Article 4 – Contract Period.

The Architect shall make no claim for extra work done or materials furnished until the County issues full execution of the supplemental agreement and authorization to proceed. The County reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 12 PUBLIC INFORMATION ACT

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Architect and all documents furnished to the Architect by the County shall be delivered to the County upon completion or termination of this contract. The Architect, at its own expense, may retain copies of such documents or any other data, which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act. Architect shall have no liability for any use of the aforementioned documents other than for the project originally intended.

ARTICLE 13 PERSONNEL, EQUIPMENT AND MATERIAL

The Architect shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Architect shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Architect who, in the opinion of the County, is incompetent, or whose conduct is detrimental to the work, shall immediately be removed from association with the project when so instructed in writing by the County.

The County may instruct the Architect to remove any employee from association with the work authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Architect certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Architect may not change the project manager without prior consent of the County.

ARTICLE 14 SUBCONTRACTING

The Architect shall not assign, subcontract or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

ARTICLE 15 EVALUATION OF WORK

The County and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If a review or evaluation is being made on the premises of the Architect or a subcontractor, the Architect shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the County representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this contract or for any construction project as a consequence of this contract, the Architect's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

ARTICLE 16 SUBMISSION OF REPORTS

All applicable study reports in preliminary form for review by the County before a final report is issued. The County's comments on the Architect's preliminary report shall be addressed in the final report.

ARTICLE 17 SUBMISSION OF PLANS AND SPECIFICATIONS

Unless otherwise directed, preliminary plans and any supporting documentation submitted for review shall be in triplicate.

The submission of plans and specifications for letting shall consist of two, original paper copies of all documents, along with a compact disc (CD).
Plan Sheet size shall be 24" X 36", unless otherwise directed.

ARTICLE 18
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE

All computer files must be compatible with the County's computer systems without conversion or modifications and must plot consistent with any reproducible plots submitted.

All plots and graphics media provided by the Architect shall be delivered to the County. Final payment for the work associated with this contract will not be made until the files furnished by the Architect have been demonstrated to be usable in the required formats.

ARTICLE 19
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Architect shall be grounds for termination of the contract and any increased cost arising from the Architect's default, breach of contract, or violation of contract terms shall be paid by the Architect. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 20
TERMINATION

This contract shall terminate at the close of business on May 31, 2020, unless extended as provided in Article 11 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. By the County, by notice in writing to the Architect as a consequence of failure by the Architect to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and not subject to the mutual consent of the Architect upon not less than thirty (30) calendar days written notice to the Architect; and
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Architect. In determining the value of the work performed by the Architect prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

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

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Architect under this contract, except the obligations set forth in Articles 12, 15, 20, 21, 22, 23 and 24 of this contract. If the termination of this contract is due to the failure of the Architect to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. In such case, the Architect shall be liable to the County for any additional cost occasioned to the County.

ARTICLE 21 COMPLIANCE WITH LAWS

The Architect 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 contract, including, without limitation, worker's compensation laws, minimum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Architect shall furnish the County with satisfactory proof of its compliance.

ARTICLE 22 INDEMNIFICATION, HOLD HARMLESS, AND DEFEND

THE ARCHITECT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND, EXCEPT FOR PROFESSIONAL LIABILITY CLAIMS, THE COUNTY, ITS OFFICERS, AND EMPLOYEES AGAINST CLAIMS AND LIABILITY FOR DAMAGES TO THE EXTENT THAT THE CLAIM OR LIABILITY FOR DAMAGES IS BASED WHOLLY ON THE NEGLIGENCE OF ARCHITECT, THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR OTHER ENTITY OVER WHICH ARCHITECT EXERCISES CONTROL.

THE ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AND EMPLOYEES, AGAINST CLAIMS AND LIABILITY FOR DAMAGES TO THE EXTENT THAT THE CLAIM OR LIABILITY FOR DAMAGES IS BASED ON THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

**ARTICLE 23
REIMBURSEMENT**

THE ARCHITECT SHALL REIMBURSE THE COUNTY, IN PROPORTION TO THE ARCHITECT'S LIABILITY, FOR ANY SETTLEMENTS OR ATTORNEY'S FEES PAID BY THE COUNTY IN CONNECTION TO ANY CLAIM BASED IN PART ON THE NEGLIGENCE OF THE ARCHITECT.

**ARTICLE 24
ARCHITECT'S RESPONSIBILITY**

The Architect shall be responsible for the accuracy of its work, and shall, without additional compensation, promptly make the necessary revisions or corrections to remedy any such inaccuracies. The Architect will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

**ARTICLE 25
ARCHITECT'S SEAL**

The responsible Architect shall sign, seal, and date all appropriate architectural submissions to the County in accordance with the Texas Civil Statutes and the rules of the Texas Board of Architectural Examiners.

**ARTICLE 26
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Architect shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this contract or until pending litigation has been completely and fully resolved, whichever occurs last. The County or any of its duly authorized representatives shall have access to any and all books, documents, papers, and records of the Architect which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Architect.

ARTICLE 27 INSURANCE

The Architect shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of Nueces County in the amount of the statutory obligations imposed under the Texas Workers' Compensation Law ("Statutory Texas").
2. Commercial General Liability, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of Nueces County, in limits of liability not less than one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Texas Business Automobile Policy, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of Nueces County, in limits of liability not less than two hundred fifty thousand dollars (\$250,000) each person for bodily injury, five hundred thousand dollars (\$500,000) each occurrence for bodily injury, and one hundred thousand dollars (\$100,000) each occurrence for property damage.
4. Professional Liability in limits of one million dollars (\$1,000,000) each occurrence and in the aggregate.

The work shall not be commenced by Architect until after policy, or policies evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been submitted to the County. In the event the Insurer refuses to provide the County with notice as detailed, the Architect agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Architect, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract the insurance with limits not less than indicated above. The Architect will be considered in breach of contract should the Architect fail to maintain the required insurance coverage during the contract period of this contract. The termination of this contract resulting from failure to maintain the required insurance will be carried out in accordance with Article 20-Termination.

**ARTICLE 28
SUCCESSORS AND ASSIGNS**

The Architect and the County do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Architect shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

**ARTICLE 29
SEVERABILITY**

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

**ARTICLE 30
CONTRIBUTIONS**

It is expressly understood by the County and the Architect, that from the award date of the contract to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and/or campaign or political contributions regardless of amount from the Architect or principal owners of said Architectural firm. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. The Architect is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of contract to one year after termination or expiration of contract term. It is also prohibited for the Architect to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 31
NOTICES

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

ARCHITECT

Nueces County

Turner, Ramirez & Associates, Inc.

901 Leopard, Rm 303

3751 South Alameda Street

Corpus Christi, Texas 78401

Corpus Christi, Texas 78411

ARTICLE 32
SIGNATORY WARRANTY

The undersigned signatory for the Architect hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and the Architect have executed these presents in duplicate.

COUNTY OF NUECES

Turner, Ramirez & Associates, Inc.

By: [Signature]
County Judge

By: [Signature]

Title: President

Date: 5/10/18

Date: 5/2/2018

ATTEST:

[Signature]
County Clerk



List of Attachments

- Attachment A – Services To Be Provided By The County
- Attachment B – Services To Be Provided By The Architect
- Attachment C – Work Schedule
- Attachment D – Fee Schedule
- Attachment E – Work Authorization

SERVICES TO BE PROVIDED BY THE COUNTY

1. The County shall provide access to the site and any existing documents for the facilities to be renovated or altered.
2. The County shall be involved in meetings to refine the scope as the project progresses.
3. The County shall provide any printing required of the documents for bidding and construction purposes.

SERVICES TO BE PROVIDED BY THE ARCHITECT

To provide Architectural & Engineering Services for the design of an Emergency Generator for McKinzie Jail Annex. The Emergency Generator project will entail the design and construction of a new Emergency Generator to provide power requirements for the entire McKinzie Jail Annex facility. This scope of this contract will provide design services to provide

1. The Architect shall attend preliminary conferences with the County regarding the requirements of the project.
2. The Architect shall survey existing conditions to insure accuracy of the documents provided by the county.
3. The Architect shall produce contract documents which will include drawings, specifications and cost estimates for the bidding and construction of the project.
4. The Architect shall submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) for appropriate permits. The cost of those permits shall be paid by the County or as part of the construction contract.
5. The Architect shall participate during the bidding process by attending a pre-bid meeting and shall review the bidders evaluating their bids and making a recommendation to staff.
6. The Architect shall provide construction observation to include shop drawing review, request for information responses, windstorm certification, contractor's pay application and as-built drawing review.

WORK SCHEDULE

Task	Maximum Amount Payable	Working Days
Design Phase	\$35,360.00	30 Working Days from NTP
Bidding Phase	\$4,600.00	30 Working Days
Construction Phase	\$18,500.00	170 Working Days

Total = \$58,460.00

Note: The above fees are based on a project budget of \$2,000,000.00. The original contract for Generator Design Services for the Emergency Generator Upgrades was based on a 1MW Generator with an anticipated project budget of \$1,000,000.00 and was based on a fixed fee of 4.8% of project budget totaling \$48,000.00 inclusive of Construction Administration Services. As the project design work associated with the original design contract progressed, it became apparent that the scope of the project would include a 2MW Generator, required infrastructure and supporting elements related to the enlarged generator that ultimately led to the latest estimate of the project cost being north of \$2,000,000.00. In order to adjust the fee commensurate with the now known magnitude of the project, the above fee was calculated in the following manner: Maintaining a fixed fee percentage of 4.8% of \$2,000,000.00 as a basis, which equals \$96,000.00 and the application of a credit for design work already performed and paid by Nueces County with an approximate remainder being \$58,460.00 as stated above.

The above Work Schedule is not inclusive of the review period required by the State Jail Commission. It is assumed that the final Generator Design will have to go through the jail standards The A/E is not responsible for delays in the review time by the State Jail Commission or its agents.

FEE SCHEDULE

Job Title	Hourly Rate	Total Hours	Maximum Amount Payable
Project Principle	\$ 210.00	16	\$ 3,360.00
Project Architect	\$ 175.00	40	\$ 7,000.00
Project Engineer	\$ 175.00	120	\$21,000.00
Project Manager	\$155.00	80	\$12,400.00
Architect Intern / EIT	\$ 120.00	120	\$14,400.00
Administrative	\$ 75.00	4	\$ 300.00

Total = \$58,460.00

WORK AUTHORIZATION

This work authorization is issued in accordance with the Engineering Services Contract dated May 10, 2018, between Nueces County and Turner, Ramirez & Associates, Inc.

Work Task: 1. Design Phase
2. Bidding Phase
3. Construction Phase

Cost: \$58,460.00

Deliverables: Plans, Specifications and Estimate

Completion date: May 31, 2020

COUNTY OF NUECES

Turner, Ramirez & Associates, Inc.

By: 

By: _____

Title: Director of Public Works

Title: _____

Date: 5-18-18

Date: _____