

**MASTER AGREEMENT BETWEEN TARRANT COUNTY AND WRIGHTSON JOHNSON
HADDON WILLIAMS, INC.**

FOR AUDIO-VISUAL/ACOUSTICAL/TECHNICAL DESIGN SERVICES

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

RECITALS

WHEREAS, the COUNTY and Wrightson Johnson Haddon Williams, Inc. (hereinafter called “Consultant”) previously entered into an Agreement (“Agreement”) on June 7, 2022, for the design and construction of various Projects pursuant to the RFQ 2022-050, hereinafter called the "Program"; and

WHEREAS the Parties now desire to replace the prior Agreement with a new Agreement;

NOW, THEREFORE, the COUNTY and the Consultant, in consideration of the terms, covenants and conditions herein contained, do hereby acknowledge that the Prior Agreement is hereby replaced in its entirety by this Agreement. Pursuant to Section 7.1.6 of the Prior Agreement, the Prior Agreement shall be terminated by the Parties Upon the execution of this Agreement by the Parties, all provisions of the Prior Agreement are hereby superseded in their entirety and replaced herein and shall have no further force or effect.

TABLE OF ARTICLES

1	SCOPE OF SERVICES
2	PROJECT MANAGEMENT
3	COMPENSATION
4	NO WAIVER OF IMMUNITY/LIABILITY LIMITATION
5	INDEMNITY
6	INSURANCE
7	MISCELLANEOUS

EXHIBIT A: Project SOW Addendum.

EXHIBIT B: Hourly Fee Schedule

ARTICLE 1

SCOPE OF SERVICES

- 1.1 The scope of services and the time for performance, is set forth in section 1.1.1, but solely for the purpose of identifying the Consultant’s assignment, Project assignment(s), parameters, scope, budget, schedule, and other pertinent information to determine the scope of services. The foregoing notwithstanding, nothing in Section 1.1.1 (1) creates any additional duties or increases any existing duties on the part of the COUNTY, (2) limits any rights that the COUNTY may have, whether under the remaining terms of this Master Agreement or otherwise, or (3) limits or reduces any duties that the Consultant has, either under the remaining terms of this Master Agreement, or otherwise.
- .1 Scope of Efforts is as follows (the terms “we” and “WJHW” refer to Consultant):

ASSESSMENT/FEASIBILITY/PROGRAMMING/SCHEMATIC DESIGN PHASE (SD)

- Conduct a feasibility study and provide a statement of work (SOW) as noted in Exhibit A.
- Review the original building design (and previous upgrades) based on any existing drawings or documentation.
- Technical systems to be assessed and programmed for each space are as follows:
 - Basic layout and general acoustic performance.
 - Sound and Audio-Visual (AV) Systems
 - Architectural and Specialty Lighting Systems (primarily related to video recording/streaming or production and its impact on those systems and overall quality of production)
 - Structured Cabling Systems
- Collect digital photo and graphical documentation of the existing site conditions.
- Meet with the COUNTY to develop an understanding of the design requirements (electronic systems, acoustics, and any associated lighting) which are unique to this project.
- Review and discuss the impact of the essential functional and infrastructure requirements for the facility.
- Develop a written report/narrative for each technical system and building area (for which we are responsible) that outlines the design options selected by the COUNTY.
- Develop pre-design opinions of probable cost will be included in the final report/narrative.

TECHNICAL DESIGN GUIDE/STANDARDS DEVELOPMENT

- Review any existing Technical Design Guides with COUNTY stakeholders.
- Participate in meetings to review the anticipated programs with COUNTY; incorporate any required modifications as part of the final technical design guide document.
- Create a Technical Design Standard Manual and provide to COUNTY containing the high-level standards for future construction and renovations.

CONSTRUCTION DOCUMENT PHASE (CD)

- Utilizing the new Technical Design Standards, proceed with determining the building requirements to implement the technical systems.
- Provide input on initial power and heat load requirements, typical device locations on floor and ceiling plans, preliminary layouts in equipment rooms and conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- WJHW will provide recommendations for acoustic, architectural, mechanical and electric system updates as required to support the Audio Visual systems designs. This work will be incorporated into a separate design package developed by an Architectural Firm hired by Tarrant County Facilities Management (TCFM). WJHW will provide recommendations about architectural and mechanical, electrical, and plumbing (MEP) infrastructure requirements for the technical systems to the architectural Firm hired by TCFM.
- The Architectural Firm engaged by TCFM will coordinate the A/E design, bidding & Construction Administration (CA) services for the scope of work required for each individual project under TCFM oversight. A/E firm will stamp & seal all Construction Documents (CDs) used by TCFM for each project. WJHW will not coordinate the efforts of the A/E firms nor GCs engaged by TCFM.
- Perform in-house Quality Assurance/Quality Control (QA/QC) reviews for each technical system under our scope of work.
- Provide a review set of CDs for COUNTY review (prior to sending the stamped and sealed CDs).
- Provide written responses to all architect or client generated QA/QC comments within seven (7) calendar days (excluding holidays).
- Work to develop final construction documents for each of the systems for which we have been given responsibility.

BID AND CONTRACT AWARD PHASE (BID)

- Respond to bid questions, requests for information (RFI), etc.
- Issue changes/clarification to the construction documents and specifications in the form of addenda. Addenda shall include any required revisions to the construction documents and responses to contractor questions
- Participate in the pre-bid conference
- Review bids/proposals received for our design scope and provide an analysis based on compliance with the bid documents, specialty contractor qualifications and value.

- Review and approve/reject requests for substitution from Basis of Design materials/equipment.
- Issue a conformed set of “Issue for Construction” documents and specifications for distribution.

CONSTRUCTION ADMINISTRATION (CA)

Assist in the review of substitutions, proposed changes, change orders, contractor’s schedules and reports regarding work related to the systems for which we are responsible.

- Issue changes/clarification to the construction documents and specifications in the form of Architect’s Supplemental Instructions (ASIs) and Project Change Requests (PCRs).
- Attend periodic, in person or virtual, construction status meetings to review construction/installation progress.
- Perform interim construction administration site visits, as necessary, and issue a written field report for distribution to the COUNTY and Contractor. Within five (5) business days, respond to RFI’s as it relates to the systems for which we are responsible.
- Within seven (7) business days, perform submittal review and approval of the successful contractor(s) one time for each discipline for which we are responsible.
- Participate in Substantial Completion and Final Completion inspections and provide a supplementing contractor’s punch-lists.

.2 Scope of Services is as follows (the terms “we” and “WJHW” refer to Consultant):

SCOPE OF SERVICES

As part of WJHW’s scope of services for each of the disciplines listed below, we will:

ARCHITECTURAL ACOUSTICS

- Set acoustical criteria; make recommendations for acoustical finishes, their placement, and amounts.
- Assist with room shaping - walls and ceiling - including volume requirements.
- Assist in the location of acoustically absorptive, reflective, and diffusive finishes.
- Coordinate finishes and integrate with the architectural design.
- Provide recommendations to create the appropriate acoustical environment and do so in a way which is durable, aesthetically pleasing, and appropriate to the architectural design.
- Evaluate and recommend for room geometry and make recommendations to control echoes and improper focusing of sound.
- Calculate desired reverberation times (T60) and design to meet the established criteria.
- Review common corridors and provide recommendations for their construction including types and extent of surface finish materials for appropriate acoustical conditions.

ACOUSTICAL DELIVERABLES

- WJHW will provide verbal and written recommendations, as appropriate, to the TCFM Project architect with detail drawings in sketch form and manufacturer’s cut sheets for use by the design team in developing working drawings.
- WJHW will review documents prepared by others at major milestones throughout the project to ensure the acoustical recommendations are included and meet design intent.
- A written report will be provided at these design review milestones indicating areas requiring additional attention as well as updates for products, details, and other items needed by the architect to complete their documentation.

SOUND, AV & INTERCOMMUNICATION SYSTEMS

- Design sound, AV, and intercommunications systems as part of the project.
- Provide conduit distribution requirements for each of the technical systems for which we have been given responsibility.
- Provide functional one-line drawings for the technical systems showing interconnection of equipment.
- Coordinate locations of controls for the systems with the COUNTY and appropriate members of the design team, depending on available space and user requirements.
- Provide infrastructure, power, and HVAC requirements for each of the systems listed in this section.
- Work with the COUNTY and Architect for the integration of the required system components into the architectural design and coordinate them with the interior design.
- Prepare construction documents defining the equipment and installation techniques to be

employed in the installation of the sound and AV systems, which will be integrated into the general construction bid package.

ARCHITECTURAL LIGHTING DESIGN, LIGHTING CONTROLS & SPECIALTY LIGHTING DESIGN

- Provide design recommendations for the architectural lighting, lighting controls and specialty lighting where necessary to supplement audio visual systems to the TCFM project design team.
- Integrate the architectural lighting and specialty lighting design into a cohesive system to be controlled through the architectural control.
- Provide recommendations on plans indicating layout, locations, and types of fixtures at various elevations throughout the facility.
- Provide load requirements for the selected fixtures and develop an architectural lighting fixture schedule.
- Develop a lighting fixture schedule for architectural and specialty lighting.
- Coordinate load (power and heat) requirements with the MEP Engineer.
- Prepare coordination documents defining the equipment and installation techniques to be employed in the installation of the architectural lighting controls and specialty lighting systems, which will be integrated into the general construction bid package.

STRUCTURED CABLING SYSTEM

- Provide recommendations on designing a structured cabling plant that will serve the entire facility.
- Locate and layout the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) rooms distributed throughout the facility.
- Confirm the quantity, type, and location of drops throughout the facility
- Locate wireless access drop locations throughout the facility based on the Wi-Fi systems design
- Locate and identify IPTV/Digital and Electronic Display Distribution drops.
- Carrier Service Entrances – It is anticipated that all carrier service entrances are existing and that no additional work will be required to bring new service into the existing facilities.
- Develop and design package consisting of design drawings and technical specifications for issuance as part of a bid package.

PROJECT MEETINGS

WJHW does not specifically limit local trips in the DFW Metroplex; however, we request that we only be asked to attend those meetings when our scope of effort is being discussed or our technical expertise is required. COUNTY will not be charged for any travel or parking expenses.

Building Information Modeling (BIM) TOOLS (REVIT) STATEMENT

WJHW has the capability of preparing our documents in Revit for the design development and construction document phases as directed. It is understood, that due to the lack of REVIT capabilities to model small items that every element of the technical systems may not be fully represented in 3D. These items will be shown on our 2D drawings.

OTHER PROVISIONS

Value Engineering: If “value engineering” (cost reduction through eliminating, reducing or substitution) recommendations are made by any party that are contrary to WJHW’s recommendations or accepted practice and WJHW objects to any of these recommendations, WJHW will so state in writing.

- 1.2 If the services include providing any designs, drawings, specifications, deliverables or information of any kind ("Instruments of Service") for the use of others in the construction, manufacture, fabrication, installation, or purchase of any items described by the Instruments of Service, then Consultant and COUNTY shall mutually agree on a cost for such items ("Budget") prior to the commencement of the Work. The performance of the Work by Consultant shall be responsive to and in conformance with the Budget. If the costs, as bid or negotiated, exceed the Budget, COUNTY shall have the option to:

- .1 authorize an increase in the Budget;
- .2 authorize rebidding or negotiation;
- .3 authorize revisions to the Work Product at no additional cost to COUNTY.

If option (.3) is chosen, Consultant will, without additional compensation and in a prompt and timely manner, revise his/her Instruments of Service to achieve a cost that is within the Budget. The foregoing shall be in addition to, and not in lieu of, any remedies that COUNTY may have at law or in equity.

- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances, in compliance with any and all applicable codes, laws and regulations, including applicable sections of the 19 Texas Administrative Code ("TAC") Section 61.1036.
- 1.4 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. The representative shall be a qualified professional licensed, registered, or certified, as applicable to the scope of services, to practice in the state of Texas. The Consultant's designated representative shall render decisions in a timely manner pertaining to documents submitted by the COUNTY, the Architect, the Contractor, and other authorized representatives, to avoid unreasonable delay in the orderly and sequential progress of the Project. The Consultant's Designated Representative is:
- NAME: René Garza TITLE:
President
CONTACT: 972-934-3700 / RGARZA@WJHW.COM
- 1.5 The Consultant shall assist the COUNTY in connection with the COUNTY's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the scope assigned to the Consultant.
- 1.6 The Consultant warrants, represents, covenants, and agrees to call to COUNTY's attention anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultant (by the COUNTY or any other party) which it regards in its opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such document or data is furnished.
- 1.7 The Consultant shall submit documents, at intervals indicated in Exhibit A or as requested by the COUNTY, for evaluation and approval by the COUNTY.
- .1 The Consultant shall incorporate into the Instruments of Service such revisions, as are necessary to satisfy the review comments from the COUNTY, or designated party, any of which may be appealed in writing for good cause.
- .2 The COUNTY shall have the right, but not the obligation, to reject any portion of the Consultant's services that are deemed inadequate or incomplete. The lack of rejection by the COUNTY shall not constitute a defense to inadequate or incomplete services.
- .3 In giving approvals the COUNTY does not assume any responsibility for the services provided by the Consultant, and such approval shall not constitute a defense to inadequate or incomplete services.
- 1.8 The Consultant's action in reviewing submittals, when applicable to the Consultant's scope, shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Consultant's professional judgment to permit adequate review.
- 1.9 The Consultant shall review and respond to requests for information about his/her Instruments of Service. The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If deemed appropriate by the Consultant, the Consultant shall on the COUNTY's behalf prepare reproduce, distribute, and issue supplemental documents in response to requests for information.
- 1.10 The Consultant's inspections, when applicable to the Consultant's scope, shall be conducted to check conformance of the Work with the requirements of the Instruments of Service and to verify the accuracy and completeness of the Work.
- 1.11 The COUNTY agrees to:
- .1 Allow reasonable access for the Consultant to enter upon COUNTY property as required to perform the services.
- .2 Make available pertinent data and records for review and provide required information in a timely manner.
- .3 Provide front end documents, including bid/proposal and contract forms, when applicable to the Consultant's scope.
4. The COUNTY will identify a representative authorized to act on the COUNTY's behalf with respect to the Project. The COUNTY shall render decisions and approve the Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

ARTICE 2
PROJECT MANAGEMENT

- .1 All engagements are initiated by the COUNTY Information Technology Department.
 - .2 Feasibility Study
 - The Consultant will work with the project points of contact to understand and refine the need.
 - The Consultant will complete an initial Feasibility Study used to develop the Statement of Work proposal for the effort. The deliverable for this effort is the Project Statement of Work.
 - Refer to EXHIBIT A: Contract Addendum – Project Statement of Work as a template document for engagement which will include scope description, approximate timelines, initial cost estimate, etc.
 - Statement of Work will provide a firm, fixed-price cost for the Consultant engagement.
 - .3 Services identified, timeline, and payments as identified in each approved Addendum.
- 2.2 Project Management
- .1 Tarrant County's designated Project Manager will provide oversight and will coordinate project- related activities with the Consultant Project Manager.
 - .2 Consultant and County Project Manager will create a RACI to identify responsibilities for each design effort.
 - .3 Consultant will work cooperatively with the County Project Manager to create a system design plan to be approved by Tarrant County.
 - .4 Milestones associated with deliverable payments and acceptance criteria for design documentation to be mutually agreed upon and approved by Tarrant County.

ARTICLE 3
COMPENSATION

- 3.1 The Consultant shall be paid for each Feasibility Study completed.
- .1 WJHW will invoice the COUNTY upon written acceptance of each completed Feasibility Study.
 - .2 WJHW will invoice the COUNTY based on the hourly rates listed in Exhibit B.
- 3.2 For the Consultant's design and project-related services described in Exhibit A, the COUNTY shall compensate the Consultant as follows:
- .1 WJHW will invoice the COUNTY monthly per the established Not-to-Exceed (NTE) fee as noted in Exhibit A, based on the hourly rates listed in Exhibit B, in accordance with the mutually agreed percentage complete of each deliverable per the schedule below. The percentage invoiced will not be exceeded until COUNTY has provided written acceptance of the scheduled deliverable.
 - Up to 30% cost of deliverable. (Deliverables: finalized design, updated OPC (Opinion of Probable Cost), preliminary plan drawings). Invoicing up to this amount is allowed upon approval of the SOW for each project effort
 - Up to 65% cost of deliverable. (Deliverables: final bid set of drawings and specifications)
 - Up to 70% cost of deliverable. (Deliverables: Contractors' Bids reviewed, changes/clarification to the construction documents and specifications are completed, and contractor is awarded).
 - Up to 90% cost of deliverable (Deliverables: review of contractor provided submittals, substitution requests, proposed changes and RFIs; site observation reports)
 - Up to 95% cost of deliverable (Deliverables: punch list, successful system test)
 - 100% upon completion of all approvals and deliverables (Deliverables: As-built review and final close out).

- Example: If the Schematic Design phase is 25% complete at the end of the month, WJHW will invoice County for 25% of the total cost WJHW estimated to produce this phase of drawings. WJHW may not submit invoices for more than 65% of the effort until the COUNTY has received appropriate documentation and agrees that 65% of the work effort has been completed. The COUNTY will provide a written acceptance approving additional invoicing to the next (70%) level.
- .2 Consultant will invoice County only to the approved percentage complete after County has confirmed in writing that a deliverable percentage had been accepted.
- 3.3 For Additional Services that may arise during the Project, the COUNTY shall compensate the Consultant as follows:
To be negotiated and agreed upon in writing, by COUNTY and Consultant, based on the hourly fee schedule in Exhibit B. Services that arise outside of the hourly rates listed in Exhibit B are open to negotiation.
- 3.4 The Consultant shall not be paid in advance. Consultant's services shall be invoiced on a per Project and phase basis, upon submission of the deliverable for each specific Project and phase. Consulting services for work previously approved by County which is not associated with specific Project phases may be invoiced as a pro- rated fixed amount per month for services rendered the previous month.
- 3.5 The fees due under this agreement or any associated SOW will be prorated in the event of termination of the agreement by either party prior to the expiration date. In the event the Consultant terminates the Agreement, Consultant shall be paid 90% of the prorated amount of the fees earned as of the date of termination.
- 3.6 Unless otherwise agreed, payments for services shall be made according to the deliverable schedule. Payments for undisputed amounts are due and payable within 30 days after presentation of the Consultant's invoice to COUNTY's designated representative or as otherwise allowed by law.
- 3.7 The parties agree that Consultant's compensation for Basic Services includes all licensing fees for the COUNTY's use of the Consultant's Documents, including use after termination of this Agreement.

ARTICLE 4 **NO WAIVER OF IMMUNITY/LIABILITY LIMITATION**

- 4.1 The Consultant acknowledges that the COUNTY is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the COUNTY of any immunities from suit or from liability that the COUNTY may have by operation of law.

ARTICLE 5 **INDEMNITY**

- 5.1 **INDEMNITY Approval of any Consultant's Documents by COUNTY shall not constitute and shall not be deemed to be a release of the responsibility and liability of Consultant, its agents, employees, and subcontractors, for consultant's documents, nor shall such approval be deemed to be an assumption of such responsibility and liability by COUNTY for any defect in the Consultant's Documents prepared by Consultant, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by COUNTY signifies COUNTY's approval of only the general concept of the improvements to be implemented. In this connection, CONSULTANT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS COUNTY AND ALL OF ITS OFFICERS, TRUSTEES, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE,**

INCLUDING REASONABLE ATTORNEY'S FEES, WHETHER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, OR OTHERWISE, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE COUNTY, PROGRAM MANAGER, CONSTRUCTION MANAGER, CONTRACTOR, ARCHITECT, SUB-CONSULTANT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY DIRECTLY ARISE FROM OR BE CONNECTED WITH ANY ACT OF NEGLIGENCE ON THE PART OF THE CONSULTANT OR ANY BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring Consultant to indemnify or hold COUNTY harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by COUNTY or COUNTY's employees or agents, except Consultant.

ARTICLE 6

INSURANCE

6.1 The Consultant shall maintain the following insurance for the duration of this Agreement. The following insurance shall be required of the Consultant and shall be written by an insurance company having an A minus rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

.1 Prior to performing Consultant's services under this Agreement, Consultant shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Consultant and COUNTY from claims arising out of the performance of the Consultant's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Consultant, such insurance to be in a form approved by the COUNTY, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. So long as commercially available, Consultant shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to comprehensive general liability, and comprehensive automobile liability, and not less than ten years from the Final Completion of all construction of this Project (or twelve years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Consultant shall furnish to COUNTY insurance certificates, policies and endorsements upon request at any time. Consultant shall name COUNTY as an additional insured under his policies for comprehensive general liability and comprehensive automotive liability. Insurance shall be obtained from companies licensed to do business in the State of Texas by the Texas Department of Insurance. The policies shall include a waiver of subrogation in favor of the COUNTY. Any deviation from these requirements can only be approved by 'COUNTY's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Consultant is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Consultant shall provide written notice to 'COUNTY's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

1. Worker's Compensation:

- | | |
|--------------------------|------------------------------------|
| a. State: Statutory | Statutory |
| b. Applicable Federal: | \$1,000,000 per Accident |
| c. Employer's Liability: | \$1,000,000 Disease, Policy Limit |
| | \$1,000,000 Disease, Each Employee |

2. Comprehensive or Commercial General Liability:

- | | |
|---------------------|-----------------------------|
| a. Bodily Injury: | \$1,000,000 Each Occurrence |
| | \$2,000,000 Aggregate |
| b. Property Damage: | \$1,000,000 Each Occurrence |

- \$2,000,000 Aggregate
- c. Products and Completed Operations Coverage: \$2,000,000 Aggregate
3. Automobile Liability for Bodily Injury and Property Damage:
- a. Combined Single Limit: \$2,000,000 per Accident
4. Consultant's and Engineer's Professional Liability: \$1,000,000 per Claim
\$1,000,000 Aggregate
5. Umbrella Excess Liability: \$2,000,000 per Occurrence
\$2,000,000 Aggregate
6. Contract and Insurance Requirement: Hold Harmless Agreement
Contractual Coverage Waiver of
Subrogation
COUNTY named as additional insured on coverages, except as
to professional liability and workers' compensation

- .2 The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the Respondent shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.
- 6.2 Each sub-consultant shall carry its own insurance, and upon request from the COUNTY, the Sub-consultants shall submit their own certificates of insurance in conformance with section 6.1.

ARTICLE 7

MISCELLANEOUS

- 7.1 ASSIGNMENT. The rights, responsibilities and duties under this agreement are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the COUNTY.
- .1 The Consultant shall not substitute any personnel specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to COUNTY and approved in writing.
- 7.2 EQUAL OPPORTUNITY EMPLOYER. The Consultant certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 7.3 COMPLIANCE WITH LAWS. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits."
- 7.4 CLAIMS. All claims, disputes, or matters in controversy between COUNTY and Consultant shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the COUNTY's grievance policy and the timelines established in the policy. If Consultant is dissatisfied with outcome of COUNTY's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be resolved through the other dispute resolution procedures provided for under the terms of this Agreement.
- 7.5 DISPUTE RESOLUTION If the parties do not resolve a dispute in the manner provided in Section 7.3 through good faith discussions or otherwise, then the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- .1 Notwithstanding anything to the contrary herein or in any of the Instruments of Service or other contract documents, the parties agree that any claim, dispute or other matter in controversy between them shall not be subject to mandatory arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them.

- .2 At all times during the course of the Project, including without limitation during any mediation or litigation proceedings, the Consultant shall continue to provide services as directed by the COUNTY, in a diligent manner and without delay, and shall be governed by all applicable provisions in this Agreement.
 - .3 The parties hereby waive any right to recovery of attorney fees that may arise from Texas Local Government Code Chapter 271.
- 7.6 CONTRACT TERM: The term of the contract is effective through June 6, 2023, with three (3) options for renewal periods of twelve (12) months each.
- 7.7 TERMINATION FOR CAUSE Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
 - .1 The COUNTY may terminate this Agreement or any associated SOW upon not less than seven (7) days' written notice to the Consultant for the COUNTY's convenience and without cause.
 - .2 The COUNTY may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services properly performed prior to termination.
 - .3 TERMINATION FOR CONVENIENCE The contract may be terminated by either party upon written thirty (30) day notice prior to cancellation.
- 7.8 COPYWRITE AND LICENSES The Consultant warrants that in transmitting Instruments of Service, or any other deliverable, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
 - .1 The Consultant and its sub-consultants shall be deemed the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights, provided, however, that Consultant and its sub- consultants shall not use the Instruments of Service on another Project without 'COUNTY's written permission
 - .2 Upon execution of this Agreement, the Consultant grants to the COUNTY a nonexclusive license to use, reproduce and distribute, the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project,
 - .3 This nonexclusive license shall survive termination of this Agreement, and Consultant hereby grants permission to COUNTY to use the Instruments of Service for future renovations, repairs, additions, or alterations to the Project. In the event the COUNTY uses the Instruments of Service without retaining the author of the Instruments of Service, the COUNTY releases the Consultant and Consultant's sub-consultant(s) from all claims and causes of action arising from such uses.
- 7.9 GOVERNING LAW This Agreement shall be governed by the law of the State of Texas and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the federal and district courts located in Fort Worth, Texas.
- 7.10 AGENTS AND ASSIGNS The COUNTY and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the COUNTY nor the Consultant shall assign this Agreement without the written consent of the other, except that the COUNTY may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the COUNTY's rights and obligations under this Agreement.
- 7.11 EXECUTION OF CERTIFICATES If the COUNTY requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the COUNTY requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- 7.12 NO THIRD-PARTY BENEFICIARY Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or Consultant.
- 7.13 HAZARDOUS MATERIALS Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at

the Project site unless Consultant's acts or omissions introduced or caused or allowed said hazardous materials to be introduced to the Project. Consultant shall promptly disclose in writing to COUNTY any hazardous materials specified for the Project or covered on site, regardless of the date of discovery or the date on which Consultant learns of the hazardous nature of the materials.

- 7.14 **PROMOTIONAL MATERIALS** With prior written notice to the COUNTY the Consultant may include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the COUNTY's confidential or proprietary information if the COUNTY has previously advised the Consultant in writing of the specific information considered by the COUNTY to be confidential or proprietary.
- 7.15 **CONFIDENTIALITY** If the Consultant or COUNTY receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Consultant shall maintain the confidentiality of information specifically designated as confidential by the COUNTY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's sub-consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the COUNTY. COUNTY herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to COUNTY, the parties acknowledge that, as a public entity in the State of Texas, COUNTY is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq.
- 7.16 **NO LIENS** The parties agree that no consultant or sub-consultant, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of COUNTY.
- 7.17 **APPLICABLE LAW** This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.
- 7.18 **CONFLICTS IN DOCUMENTS** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.
- 7.19 **CHILD SUPPORT BY SIGNING THIS AGREEMENT, THE UNDERSIGNED CERTIFIES AS FOLLOWS:**
UNDER SECTION 231.006, Texas Family Code, the Consultant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.
- 7.20 **INDEPENDENT CONTRACTOR** It is understood and agreed that the relationship of Consultant to COUNTY shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Consultant the agent, servant or employee of the COUNTY; or 2) create any partnership, joint venture, or other association between COUNTY and Consultant. Any direction or instruction by COUNTY or any of its authorized representatives in respect to the Consultant's services shall relate to the results the COUNTY desires to obtain from the Consultant and shall in no way affect the Consultant's Independent contractor status.
- 7.21 **NO WAIVER** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or any other covenant, condition or agreement herein contained.
- 7.22 **FELONY CONVICTION**, Consultant must give advance written notice to the COUNTY if the Consultant or an owner operator of the Consultant has been convicted of a felony. The COUNTY may terminate this Agreement if the COUNTY determines that the Consultant failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

- 7.23 RECORDS RETENTION Consultant shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records retention requirements, per the Texas Government Code § 441.158 et seq. and the Texas State Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Consultant may provide such records to COUNTY for retention at any time if COUNTY agrees in writing to accept such records in lieu of Architect's retention under this Section.
- 7.24 CHAPTERS 2271, 2252, AND 2274 TEXAS GOVERNMENT CODE VERIFICATION
- .1 BOYCOTT OF ISRAEL PROHIBITED. In compliance with Section 2271.001 et seq. of the Texas Government Code, Consultant verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
 - .2 SCRUTINIZED BUSINESS OPERATIONS PROHIBITED. In compliance with Section 2252.151 et seq. of the Texas Government Code, Consultant warrants and represents that: (1) neither Consultant nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Consultant nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Consultant nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Consultant further represents and warrants that neither Consultant nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.
 - .3 BOYCOTT OF CERTAIN ENERGY COMPANIES PROHIBITED. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Consultant verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
 - .4 DISCRIMINATION AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS PROHIBITED. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Consultant verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 7.25 HISTORICALLY UNDERUTILIZED BUSINESS (HUB), SMALL BUSINESS (SBE), MINORITY/ WOMAN OWNED BUSINESS ENTERPRISE (M/WBE) The Consultant shall confirm the HUB status of prime firm and/or each consultant, if any, and shall make every effort to achieve the percentage of HUB participation committed in response to the COUNTY's Request for Qualifications, if any.
- 7.26 All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement may be amended only by written instrument signed by both COUNTY and Consultant. The Consultant shall keep all design and accounting records for at least a period of four (4) years after the completion of the Project. This agreement must contain original signatures, and no copies or facsimiles will be accepted. The COUNTY is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 7.27 No amount of money shall be considered "due and owing" under Texas Local Government Code 271.153 unless, in addition to any other requirements, the Consultant has actually performed the underlying work to the COUNTY's satisfaction and properly invoiced the COUNTY for such work.
- 7.28 Consultant acknowledges that COUNTY is relying on Consultant to provide professional advice and recommendations regarding the type and extent of services required, including, but not limited to, the type, extent, and location of geotechnical investigations, borings, tests, and all other aspects of services. Consultant shall provide such advice and recommendations, in written form, as part of its duties under this Agreement.
- 7.29 With respect to any authorization to made by COUNTY under the terms of Exhibit A, no such authorization is effective unless it is in writing, contains all essential terms, and is executed by both Consultant and COUNTY.

This Agreement entered into as of the day and year of last signature below.

**COUNTY OF TARRANT
STATE OF TEXAS**

Wrightson, Johnson, Haddon, and Williams

Tim O'Hare
County Judge

Rene Garza
President

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$_____

Kimberly C. Wesley

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

EXHIBIT A: Project Statement of Work

CONTRACT DETAILS	
Wrightson, Johnson, Haddon & Williams, Inc	A Texas corporation
WJHW Notice Contact Information	René Garza, President 3424 Midcourt Road, Suite 124, Carrollton, TX 75006 972 934-3700 / rgarza@wjhw.com
Project Name	
Tarrant County Project Contact Information	
Effective Date	

This Addendum is made and entered between Wrightson Johnson Haddon Williams (“WJHW”) and Tarrant County (“COUNTY”), collectively known as “parties”, pursuant to the terms and conditions of RFQ 2022-050, dated [enter master agreement date] (“Agreement”). The terms and conditions contained in the agreement shall govern the relationship of the parties described herein.

Term of SOW	<ul style="list-style-type: none">TBD
Project Understanding	<ul style="list-style-type: none">
Overview/Context of Services	<ul style="list-style-type: none">
Services	WJHW will provide the following services: 1.

Exclusions	<p>The following services are expressly excluded:</p> <ol style="list-style-type: none">
Assumptions	<p>The provision of Services is conditional on the following assumptions:</p> <ol style="list-style-type: none">
Construction Cost Limitation (CCL)	
Fees	
Expenses	
Invoicing Schedule	<p>Unless otherwise stated in the proposal/agreement, WJHW will invoice monthly based on written County acceptance of previously approved deliverables.</p>
Master Agreement	<p>This Statement of work has been prepared based on the Master Services Agreement (MSA) between Tarrant County and Wrightson, Johnson, Haddon & Williams, Inc. Dated [Insert Origin Date].</p>
Seal	<p>Contract documents produced by WJHW shall carry WJHW's architect's, engineer's (PE) and/or designer's (RCDD) seal, where appropriate.</p> <p>As many of the technical systems that are designed by WJHW require close coordination with the electrical and structural engineers, these engineers may need to review and develop schedules and related documents for their seal.</p> <p>Project Electrical Engineer will size all current-carrying conductors and related conduit. The Project Structural Engineer will specify all structural members and attachments to the structure.</p>

Standard of Care	WJHW will endeavor to perform our services in accordance with generally accepted standards of practice in effect at the time of performance. WJHW owes no fiduciary responsibility to any party involved in this agreement.
Limitations of Construction Responsibilities	WJHW shall not have control over, or charge of, and shall not be responsible for, construction, means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

IN WITNESS WHEREOF, the parties have caused this Statement of Work Agreement to be executed by their duly authorized representatives effective on the Effective Date.

Signature Section to be added prior to SOW execution.

Exhibit B: Hourly Fee Schedule

Hourly services will be invoiced in accordance with the fee schedule as listed below.

ROLE	HOURLY RATE
PRINCIPAL	\$200.00 - \$225.00
ASSOCIATE PRINCIPAL	\$200.00
SENIOR ASSOCIATE	\$185.00
ASSOCIATE	\$185.00
SENIOR CONSULTANT	\$175.00 – \$185.00
CONSULTANT	\$150.00 - \$185.00
PROJECT MANAGER	\$160.00
SENIOR DESIGNER	\$150.00
DESIGNER	\$125.00
BIM SPECIALIST	\$90.00
ADMINISTRATION	\$60.00 - \$80.00

Hourly rates will remain constant for at least five (5) years from contract execution.