

State of Texas

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County of Galveston

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AGREEMENT FOR ARCHITECTURAL SERVICES

PARTIES

This Agreement for Architecting Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and **Joiner Architects, Inc.** (the "Architect"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number **RFQ# 25-051**, entitled "Architectural Services" (the "RFQ"), to procure architectural services for ***Mid-County Annex Renovations*** within the County (the "Project"), which is further described herein, and for which such services are within the scope of the practice of architectural work.

Joiner Architects, Inc., timely submitted a statement of qualifications in the RFQ, is a licensed architect in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ARCHITECT

The County, by and through this Agreement, retains the Architect to perform professional architectural services in connection with the Project, and the Architect, by and through this Agreement, agrees to perform said professional architectural services in connection with the Project.

SECTION II CHARACTER AND EXTENT OF SERVICES

The Architect shall render professional services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State, and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Project Manager, Acen Thomas, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Architect shall be of good quality and shall be performed in a professional manner. The standard of care for all professional Architecting and related Services performed or furnished by Architect and the Response under this Agreement will be the care and skill ordinarily used by other competent Architects practicing under the same or similar circumstances and professional license. Architect will re-perform any Services not meeting this standard without additional compensation. Architect will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent Architect.

Additional services that may be required after approval of these documents by the County, after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Architect will attempt to negotiate a change order first on a flat fee basis. If a flat fee cannot be negotiated due to the nature of the work involved, work may be performed on a time and materials basis according to the schedule in Exhibit A, subject to the maximum amount payable in Section V. County may, but is not required, to negotiate with Architect for a change in the maximum amount payable to accommodate changes in the work.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Architect, with the date of the Party signing last in time and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of the Agreement, Architect shall submit a Project Time Schedule to the Project Manager, which shall be diligently followed during the performance of services. It is understood by the County that the Architect will make every effort to expedite completion of the Project.

SECTION IV COORDINATION WITH THE COUNTY

The Architect agrees to perform the services diligently after authorization to proceed. The Architect agrees to perform all other services diligently and within the agreed-upon schedule.

The Architect shall hold periodic conferences with the Project Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the Project Manager shall make available to the Architect for use in the Project all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Architect shall submit a monthly progress report of project status to the Project Manager, and the Project Manager is the County's designated point of contact for this Agreement.

SECTION V THE ARCHITECTS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Architect for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **\$117,000.00**, including expenses, which the Architect exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Architect. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Architect for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Architect to the County reflecting Architect's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and, if disputing, shall notify the Architect of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Architect's office. Architect further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs, and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Architect. The Architect may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

Architect acknowledges that Galveston County is a governmental entity that conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and, as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled

through negotiation, then the Architect and the County agree to submit the dispute to mediation. In the event the Architect or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Architect and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience, by giving to the Architect at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Architect shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Architect shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The County shall then pay the Architect promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications, and all other documents prepared under this Agreement shall be delivered to the Project Manager when and if this agreement is terminated, but subject to the restrictions as to their use, as set forth in Section VI.

SECTION IX INSURANCE

The Architect shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Architect shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Architect, name of insurance company, policy number, and terms and limits of coverage. The Architect shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Architect shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not

less than \$500,000.00 each employee for Occupational Disease; \$500,000.00 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000 general aggregate limit
1,000,000 each occurrence, combined single limit
1,000,000 aggregate Products, combined single limit
1,000,000 aggregate Personal Injury/Advertising Liability
50,000 Fire Legal Liability
5,000 Premises Medical

c. Business Automobile Liability coverage applies to owned, non-owned and hired automobiles with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000.00 each occurrence combined with a single limit.

e. Professional Liability insurance with limits not less than \$1,000,000.00 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Architect shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

SECTION XI ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Architect shall be to the following address or email:

Joby Copley
Joiner Architects, Inc.

email: jobyc@joinerarchitects.com

700 Rockmead Drive, Suite 265
Kingwood, Texas 77339

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge email: mark.henry@co.galveston.tx.us
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Misty Witmer email: misty.witmer@galvestoncountytexas.gov
Galveston County
722 Moody, 6th Floor
Galveston, Texas 77550

SECTION XII SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determines its interpretation or application.

SECTION XIII SUCCESSORS AND ASSIGNS

The County and the Architect each binds itself and its successors and assigns to the other Party of this Agreement and to the successors and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Architect shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Architect shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Architect shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including, without limitation, applicable provisions within Chapter Nine of said Manual, as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Architect. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent

jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

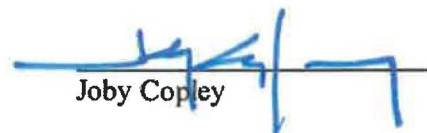
If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

Joiner Architects, Inc.


Mark Henry, County Judge


Joby Copley

Attest:

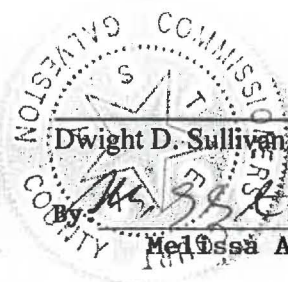

Dwight D. Sullivan, County Clerk
By:  Deputy
Melissa A. Childs

EXHIBIT A
Scope of Work

Interior renovation of the existing 2,757 SF mega tax office suite and 2,190 SF sheriffs' suite within the Galveston Mid-County Annex, 9850 Emmett F. Lowry Expy., Texas City, TX 77591.

Estimated construction Budget \$742,000.00.

For the Architect's Basic Services compensation: \$117,000.00

Services

Programming Architect – Basic Services

Multiple Preliminary designs Architect – Basic Services

Architectural interior design Architect – Basic Services

As-constructed record drawings – Contractor

Architect's coordination of the Owner's consultants, Architect – Basic Services

Telecommunications/data design Architect – Basic Services

Commissioning – Owner

Mechanical/Electrical/Plumbing System Commissioning as required

For Hourly Compensation for Basic Services, compensation shall be as follows:

Principals \$350.00/hr.

Management \$300.00/hr.

Project Architects/Designers \$250.00/hr.

Technical Personnel \$150.00/hr.

When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming	5%
Schematic Design Phase	10%
Design Development Phase	15%
Construction Documents	40%
Phase	
Procurement Phase	5%
Construction Phase	25%
Total Basic Compensation	100%

Consultants retained under Basic Services:

Mechanical Engineer, Electrical Engineer, Plumbing Engineer, Technology Engineer:

DBR Inc,

9990 Richmond Ave, Suite 300

Houston, TX 77042

County Representative: Acen Thomas, Project Manager

Joiner Representative: Joby Copley