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#15, 92L

REVISED CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
1984 JAIL BUILDING (CURRENT JUVENILE CENTER)
2700 JOHNSON ST., GREENVILLE, TX.
for HUNT COUNTY

FILED FOR RECORD
at 12:57 o'clock P M

JAN 14 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

This CONTRACT made and entered into on the date last stated below between Hunt County, Texas, hereinafter called "COUNTY", and Brinkley Sargent Wiginton Architects, Inc., hereinafter called "BSW", acting by and through James Wiginton, duly authorized to so act on behalf of BSW. WHEREAS, the COUNTY desires PROFESSIONAL SERVICES in connection with the following project:

STUDY OF EXISTING JUVENILE CENTER BUILDING TO DETERMINE IF THIS FACILITY CAN BE MODIFIED TO SERVE AS THE INMATE CENTRAL PROCESSING CENTER FOR THE HUNT COUNTY JAIL SYSTEM.

WHEREAS, the COUNTY has determined that BSW has experience in the area involved in the Project and is qualified to perform the work, and BSW is willing to enter into a contract with the COUNTY to perform the ARCHITECTURAL SERVICES desired by the COUNTY in connection with the PROJECT.

THE COUNTY AND BSW AGREE AS FOLLOWS: The COUNTY hereby retains the ARCHITECT (BSW) to perform ARCHITECTURAL SERVICES in connection with the PROJECT described above and as generally indicated in this document.

1. SCOPE OF SERVICES

The scope of ARCHITECTURAL SERVICES to be performed by BSW and their consultants shall be as follows:

1.1 Approach to Project

The overall goal of this study is to determine the following:

- Can the current Juvenile Center Building, located at 2700 Johnson Street, be certified by the Texas Commission on Jail Standards as the new Inmate Processing Center for the entire County Jail System.
- What construction work would be required to achieve this goal
- What would be the approximate cost of the required construction

1.2 Space Programming

The purpose of this effort is to determine the spaces and functional needs of a new inmate processing center. BSW staff will tour the existing area that is to be replaced and discuss operations with jail staff. This information will be used to create space requirements and number of rooms and cells for:

- Vehicular Sally Port
- DWI Testing
- Booking / Processing Area
- Release Area
- Inmate Records
- Transfer Area

- Inmate Holding
 - Detoxification Cells (with capacities)
 - Holding Cells (with capacities)
 - Open Seating Areas (with capacities)
- Dress-In / Dress-Out Rooms
- Inmate Property
- Medical Screening
- Offices
- Storage
- Toilets / Janitor Closets
- Violent (padded) Cells

This work will be reviewed with County representatives, modified if necessary, and utilized in 1.3.

1.3 Design Studies

Utilizing the approved Space Program, and the drawings of the existing building, BSW Architects will develop drawings to:

- Illustrate how the existing building could be modified to provide the spaces described in the space program
- Quantify the amount of demolition required
- Illustrated method of complying with State of Texas requirements for handicap accessibility

It is understood some of the existing drawings may be slightly out of scale. Measured drawings of existing walls are not included within this work. These drawings will be reviewed with County representatives and modified if necessary.

1.4 Jail Commission Review

BSW Architects, along with County representatives will then travel to Austin and review the proposed plan with the Jail Commission. Should the Jail Commission reject this proposed concept, the work described in this agreement shall stop.

1.5 Budget Development

(If County chooses to continue work)

Utilizing the work performed in 1.3 Design Studies, and including results of meeting with the Jail Commission – the consultants will develop an estimate of the probable cost of the work. This estimate will be based on recent construction costs for jails, escalated for inflation to the proposed time for construction. BSW will review cost with Owner and revise as agreed upon. This is not a detailed cost estimate, but is based upon consultants experience in the market.

1.6 Additional Scope of Work

With County approval, BSW Architects will study the feasibility and potential cost of moving the low-risk inmates (currently located south of the Juvenile Building) into the Juvenile Building.

If requested, BSW Architects will make a formal presentation of the work to the Commissioner's Court.

Copies of documents developed during the study will be provided to Hunt County. In the interest of having a lower fee the proposal does not include a written and bound "Final Report". This work could be added if desired by the County.

2. SCHEDULE

BSW will provide these architectural services in approximately 3 to 4 months upon Notice to Proceed. The COUNTY Judge's signature on this document and its delivery to BSW shall serve as Notice to Proceed. BSW is available to begin work immediately and will schedule the beginning of work with the COUNTY.

The time limits described above do include allowances for reasonable and expected review time by the COUNTY. Delays in the design's critical path caused by review times exceeding those anticipated by BSW's estimated schedule may cause a need for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

A schedule of completed work showing the percentage complete of each of the items of the scope of work will be submitted each month to the COUNTY for payment.

3. PAYMENT FOR SERVICES

3.1 Terms

Terms used in describing the applicable method of payment for services provided by BSW shall have the meaning indicated below:

Basic Architectural Fee:

Basic ARCHITECTURAL Fee shall mean the cost for the PROFESSIONAL SERVICES provided by BSW, and their consultants in conjunction with the Scope of Services of the PROJECT. Ref. Table 3.2

Reimbursable Expenses:

Reimbursable Expenses shall mean the actual expenses incurred by BSW, and their consultants, in the interest of the PROJECT not covered under the Scope of Services. These include printing, delivery, copies, and travel related to the project. These costs shall be reimbursed at 1.10 times direct expenses.

Additional Services:

Additional services **not** listed under the Scope of Services, will be provided to the COUNTY on an hourly basis plus reimbursable expenses as agreed in writing at the time such services are authorized. Additional scope can also be defined and a fixed fee developed for that defined scope. Written approval from the COUNTY will be required for any additional services.

3.2 Basis and Amount of Compensation

	Architect	Engineer
1.2 Space Programming:	\$7,800	\$1,000
1.3 Design Studies:	\$16,000	\$5,000
1.4 Jail Commission Review:	\$4,500	\$500
1.5 Budget Development:	\$2,500	\$500
Sub-Total Fees:	\$30,800	\$7,000
1.6 Additional Scope of Work:	\$9,000	\$3,000
Total Study Fee:	\$49,800	

3.3 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements, which reflect the percentage of work completed for the various items listed under Scope of Services, Reimbursable Expenses and Additional Services. These statements shall be prepared by BSW and approved by the COUNTY.

3.4 Delay

If BSW's design services are delayed or suspended in whole or in part by the COUNTY for more than one year for reasons beyond BSW's control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

4. TERMINATION, SUSPENSIONS OR ABANDONMENT

4.1 Termination

The COUNTY or the ARCHITECT may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination or the cause therefore, the COUNTY shall within thirty (30) calendar days of termination remunerate ARCHITECT for services rendered and costs incurred, in accordance with the ARCHITECT'S prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination. All plans, and other data related to the PROJECT shall become the property of the COUNTY upon termination of the CONTRACT and shall be promptly delivered to the COUNTY in a reasonably organized form. Should the COUNTY subsequently contract with a new Architect for continuation of services on the PROJECT, ARCHITECT shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

4.2 Suspension

If the Project is suspended by the COUNTY for more than 30 consecutive days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.

4.3 Abandonment

This CONTRACT may be terminated by the COUNTY upon not less than seven (7) days written notice to BSW in the event that the Project is permanently abandoned. If the Project is abandoned by the COUNTY for more than ninety (90) consecutive days, BSW or the COUNTY may terminate this CONTRACT by giving written notice.

4.4 Failure to Pay

Failure of the COUNTY to make payments to the ARCHITECT in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If the COUNTY fails to make payment to ARCHITECT within thirty (30) days of a statement for services properly performed, BSW may, upon fourteen (14) days written notice to the COUNTY, suspend performance of services under this CONTRACT. Unless BSW receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, BSW shall have no liability to the COUNTY for delay or damage caused the COUNTY because of such suspension of services.

5. GENERAL CONSIDERATIONS

5.1 Professional Standards

Services performed by BSW under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. BSW shall comply with the applicable laws and rules of the current "Texas Architectural Practice Act". The COUNTY's approval, acceptance, use of or payment for all or any part of BSW's services herein under or of the project itself shall in no way alter BSW'S obligations or the COUNTY's rights thereunder.

5.2 Progress and Performance

The provisions of this CONTRACT and the compensation BSW have been agreed to in anticipation of continuous and orderly progress through the completion of BSW's services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which BSW has no control. If BSW's services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless BSW elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of BSW, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

5.3 COUNTY Control

It is understood and agreed that the COUNTY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until BSW is instructed to proceed with the work.

5.4 Independent Agent

BSW and the COUNTY agree that BSW and any officer, employee or agent of BSW, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the COUNTY.

5.5 Compliance with Laws

BSW shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

5.6 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of the COUNTY.

5.7 Insurance

BSW shall maintain insurance for the duration of this Agreement.

5.8 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by BSW pursuant to this contract shall become the property of the COUNTY. BSW may retain copies of all documents. Any reuse of the documents shall conform to The Texas ARCHITECTURAL Practice Act.

5.9 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Hunt County, Texas.

5.10 Complaints and Grievances

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas. Texas Board of Architectural Examiners, P. O. Box 12337, Austin, Texas 78711-2337, telephone (512) 305-9000, fax (512) 305-8900, internet web site: www.tbae.state.tx.us.



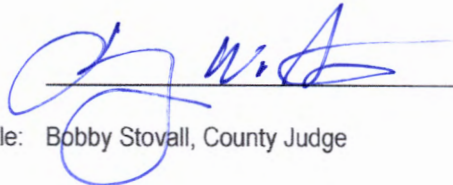
5000 Quorum Suite 600
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T972.960.9700
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6. DOCUMENT EXECUTION

The parties have executed this CONTRACT as of the latest date below.

HUNT COUNTY, TEXAS

By:



Name & Title: Bobby Stovall, County Judge

Date:

ARCHITECT

BRINKLEY SARGENT WIGINTON ARCHITECTS

By:



James Wiginton, AIA, Executive Vice President

Date:

