

STATE OF TEXAS
BURNET COUNTY

CONTRACT FOR ARCHITECTURAL SERVICES

This Contract is entered into on this 12th day of November, 2024, by and between Burnet County, a political subdivision of the State of Texas, (hereinafter "Owner"), and having its principal business address at 220 S. Pierce Street, Burnet, Texas 78611 and Burns Architecture, LLC (hereinafter "Architect/Consultant"), and having its principal business address at 305 21ST Street, Suite 180, Galveston, Texas 77550 whereby Architect agrees to perform and Owner agrees to pay for the services provided for herein.

GENERAL SCOPE OF ARCHITECT'S SERVICES

The Architect shall provide consulting and basic architectural and engineering services, which are normal for projects of this type including, without limitation, planning, design, preparation of construction documents, assistance in the bidding process, security, structural, mechanical, plumbing, electrical, fire protection, and life safety engineering services, construction administration and oversight. Furthermore, it shall be the duty of the Architect to assure that the design and construction of the Project complies with all applicable federal, state and local laws.

**SECTION I.
PROJECT DESCRIPTION**

The project is the renovations at the Burnet County Detention Center to create a new inmate/attorney visitation area.

**SECTION II.
DESIGN PHASE**

- A. Architect has created a conceptual design for the expansion that was previously presented to the county along with the budget.
- B. Based upon that conceptual design, Architect shall proceed to prepare for the approval of the Owner, Design Documents consisting of drawings and other documents to fix and describe the size and character of the Project and all elements thereof. The Design Documents shall describe in detail architectural, structural, mechanical, electrical and plumbing systems, fire protection, security and materials and include the following:
 - Services consisting of design administrative functions including consultation, meetings and correspondence, and progress design review conferences with the Owner.
 - Coordination of the architectural work and the work of engineering with other involved consultants for the project.

- Review and coordination of documents prepared for the project.
- Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations and codes. Assist in obtaining approval from approving authorities as required.
- Review and coordination for data furnished for the project by the Owner.
- The Architect shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction of the Project. Such documents shall bear the Architect's and engineering consultant's seals and shall be complete to define the quantity and quality of the work to bid and build the Project. Such documents shall include, without limitation, working drawings, dimensions to plans, elevations, sections, details, and schedules of all site work, architectural, structural, mechanical, electrical and plumbing work, life safety, security and fire protection systems in the Project. Such documents shall also contain any performance or proprietary specifications on the materials, processes, or systems to be incorporated in the work.

Architect, with the assistance of the Owner, will prepare the necessary bidding information, bidding document forms, conditions of the contract, form of agreement, and advertisements for bids subject to the requirements of the owner's selected construction delivery method. All such documents, conditions of contract, and form of agreement are to be arrived at in consultation with the Owner's attorneys, and are subject to the approval of the Owner's attorneys.

During the Design Phase, the Architect shall advise the Owner of any adjustments to the previous estimates of Construction Costs indicated by changes in requirements or general market conditions and shall obtain the approval of the Owner for such changes. Furthermore, the Architect shall advise Owner of any and all applicable governmental regulations, and will use its best efforts to assure compliance therewith, and assist the Owner with filing the documents with any governmental authorities having jurisdiction over the Project.

The Design Phase work will be divided into these three sub-phases: Schematic Design Phase, Design Development Phase and Construction Documents Phase. At the completion of each design phase, Architect shall submit the design documents to the Texas Commission on Jail Standards for their review and approval.

Upon completion of the Design Documents, and approval thereof by the Owner, the Architect shall present such documents to the local authority having jurisdiction for review and approval.

SECTION III. BIDDING PHASE

The Architect, following the approval by the Owner of the Construction Documents and the latest

estimate of Construction Costs, shall assist the Owner and/or Construction Manager in obtaining bids or negotiated proposals for the Project, in evaluating the bids, in selection of the lowest, best and most responsible bid, and in preparing contracts for construction. Any such contracts for construction are to be arrived at in consultation with the Owner's attorneys, and are subject to the approval of the Owner's attorneys.

As part of the Architect's services in this phase, Architect shall assure that the information requested from bidders in the bidding process includes detailed information as to their qualifications. Information must also be obtained as to past, pending or threatened litigation against each bidder with regard to their performance on past construction projects or their payment of subcontractors and suppliers. The Architect covenants to make appropriate investigations into the solvency and reputation of the low bidder and of each bidder whose bid is within an acceptable range of the low bidder's bid, and of each such bidder's experience in constructing projects of this type, and the quality of the bidder's work on similar projects.

Services consisting of bidding administrative functions consist of:

- Organizing, coordinating and handling Bidding Documents for reproduction, distribution and retrieval.
- Preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- Participation in pre-bid conferences, responses to questions from bidders and clarifications or interpretations of the bidding documents.
- Consideration, analysis, comparisons and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
- Participation in review of bids and alternates, evaluation of bids and recommendation on award of contract.
- Assisting Owner in award of contract, preparation of Construction Contract agreements to include bonds, insurance, etc.

SECTION IV.

CONSTRUCTION PHASE: ADMINISTRATION OF THE CONSTRUCTION CONTRACT

The scope of the Architect's services and duties during the Construction Phase includes the following:

1. After the award of the Construction Contract(s), the Architect shall proceed with the administration of the Construction Contract. This is an extremely important phase of the Project as even the most professionally drafted plans and specifications are for naught if not properly executed by the contractors. Architect will use its best efforts to assure compliance with the Contract Documents by the contractor, and to assure that the Project is constructed in a good and workmanlike manner, free of defects. [NOTE: The term "Contract Documents" shall refer collectively to the Drawings, Plans,

Specifications, Addenda, Modifications, Change Orders, Change Directives, written Orders for minor changes in the work, Project Manual, Agreement between the Owner and Contractor or Construction Manager at Risk (hereinafter "Contractor"), and the bidding documents.];

2. Architect shall visit the site periodically to ensure that the work is proceeding in general conformance with the Contract Documents and Contract schedule. On the basis of such on-site observations, the Architect shall keep the Owner informed of the progress and quality of the work and shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor;
3. the Architect agrees that its representatives on the Project shall be familiar with the Project and the Contract Documents, and shall be qualified by training and experience to make decisions and interpretations of the Construction Documents, and such interpretations shall be binding on the Architect. All such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the Owner, conditioned that such decision and interpretation shall not modify adversely the requirements of the Contract Documents. If in the opinion of the Owner such representatives are negligent, unqualified, unresponsive to the Owner's concerns, or otherwise unacceptable to the Owner, the Architect's representative shall be replaced immediately, without protest;
4. the Architect shall represent the Owner's interests during the Construction Phase, and shall advise and consult with the Owner as to the Project. However, the Architect shall not have the authority to bind the Owner to any new or different obligations without the written consent or acceptance of those new conditions by the Owner;
5. the Architect shall determine the amount owing to the Contractors based on observation at the site and on evaluation of the Contractors' Application for Payment, and shall issue Certificates for Payment in such amounts as provided in the Contract Documents. The Architect shall process certificates as promptly as reasonably possible, typically during a construction progress meeting and immediately submit them to the authorized county representative for processing of payment. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided herein, and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated; that, to the best of the Architect's knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents; and that the Contractor(s) is (are) entitled to payment in the amount certified;
6. the Architect shall establish and conduct a regular schedule of monthly meetings or more if need arises to be held on the job site each month throughout the construction period, and shall require attendance at the meeting by a representative of the Contractor, and any Subcontractors. The Owner shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the Project on schedule and completing the Project within the

contract time and in accordance with the Contract Documents;

7. the Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written requests of the Owner or the Contractors, and shall render written opinions to the Owner within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractors relating to the execution or progress of the work or the interpretation of the Contract Documents, but the final decision on any such claims, disputes or other matters shall rest with the Owner. Nothing herein shall affect the Owner's right to take immediate action or seek immediate relief, and the provisions herein shall not constitute a condition precedent to any action or remedy of the Owner;
8. the Architect shall have the authority to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have the authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed, or completed;
9. Architect shall review and approve or take other appropriate action upon Contractor submittals such as Shop Drawings, Product Data and Samples within fourteen (14) days of receipt. Such review shall specifically include a review of all dimensions on such submissions to insure that they meet the dimensions as given in the Construction Documents and shall insure conformance with the design concept expressed in the Contract Documents for the Project. However, such review shall not reduce the Contractor's responsibility for the accuracy of the Shop Drawings or Product Data and Samples and shall not give rise to any right of the Contractor against the Architect;
10. after all required submissions to and approvals from the local governing authority require any necessary design revision, the Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents (if applicable), and shall have authority to order minor changes in the work not involving an adjustment in the contract sums or extensions of the contract times, and which are not inconsistent with the intent of the Contract Documents which do not approve any substitutions of materials which alter the project value. No Additional Compensation shall be due the Architect for preparation of Change Orders without the prior written approval for such compensation by the Owner. The preparation of such Change Orders will be solely compensated by the payment to the Architect for Basic Services;
11. the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and that repairs have been made, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractors, and shall issue the Final Certificates for Payment on compliance with all requirements of the Contract

Documents, and after inspection and approval procedure described in subsection (13) below;

12. prior to substantial completion of the work, the Architect shall arrange for, give adequate notice of, and conduct an inspection of the Project with the Owner, the Contractor, and the Texas Commission on Jail Standards (TCJS) for the purpose of determining if the Contractor's work is in compliance with the Contract Documents, assist TCJS with their occupancy inspection and secure approval to occupy and use the renovated area. The Architect in conjunction with the Contractor shall prepare a list of items for correction or completion on the Project and shall distribute the same to all parties concerned. The Architect shall not issue the Final Certificate of payment to the Contractor until a final inspection of the work is conducted and the work has been determined to be corrected and completed in accordance with the Contract Documents. The Architect shall furnish the owner written recommendations of acceptance of the work and shall receive, review and forward to the Owner guarantees, operation and maintenance manuals, keys, Final Certificate of Payment, and other closing documents as are required by the Contract Documents prior to acceptance of the work;
13. after acceptance of the Project by the Owner, the Architect shall instruct the contractor to prepare and furnish to the Owner: two (2) printed sets of "as built" drawings and one (1) set of PDF files solely for the Owner's use showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractors for all permanent structures in the Project;
14. The Architect shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an inspection of the Project prior to the expiration of any warranty period and shall be required to inform the Owner and the Contractor of any items to be corrected and shall inspect the Project as required until the work is completed, without Additional Compensation;
15. the extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Architect. The Architect is an independent contractor for all purposes.

SECTION V. ADDITIONAL SERVICES

It is the understanding of the parties that the services of the Architect set out above, including all incidental and necessary services and expenses related thereto, are to be compensated as Basic Services under this Agreement and not as Additional Services. Additional Services are those services not required or contemplated by this Agreement or the scope and requirements of the Project, and not customarily furnished in accordance with generally accepted architectural and engineering practices. Additional Services, as required by the Owner, shall be provided by the Architect only when authorized in writing by the Owner, and shall be paid for by the Owner only

when authorized in writing by the Owner prior to the provision of the services. Compensation for any such Additional Services shall be determined and approved by Commissioners' Court prior to the services being performed via the change order process. It is understood and agreed that the need for Additional Services will be very limited within the scope of this Project as all services foreseeably necessary for the proper execution of the Project should be covered by the basic compensation payable to the Architect under this Agreement.

The provision of services made necessary by the default of the Contractor or by major defects or deficiencies in the work of the Contractor shall not be considered Additional Services under this Agreement if the defects or deficiencies of the Contractor are of a character or nature that they reasonably should have been detected, addressed, and prevented by the Architect as part of its administration of the Contract.

SECTION VI. OWNER'S RESPONSIBILITIES

The Owner shall have the following responsibilities:

1. Owner shall render decisions on matters presented for determination or approval by the Architect promptly to avoid unreasonable delay in the progress of the Architect's services.
2. Owner shall provide a report certifying that no asbestos contamination is present in the area to be renovated.

SECTION VII. CONSTRUCTION COSTS

The Construction Costs shall be the total costs or estimated costs of all elements of the Project designed or specified by the Architect and other consultants and approved by the Owner that are actually to be constructed as a part of the Project.

Construction Costs do not include compensation of the Architect and their consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the Owner, or other costs (including, without limitation, advertising, soil borings and testing) which are paid for by the Owner. Architect has the authority to order testing; however a budget will be established to cover the costs of normal construction materials testing.

After the Construction Documents have been prepared and prior to bidding the Project, the Owner may establish a Fixed Limit of Construction Costs. Once a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and (with approval of the Owner), to determine (with approval of the Owner) what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project (with approval of the Owner) and to include in the Contract Documents alternate bids to adjust the Construction Costs to the fixed limit (with approval of the Owner). Total construction cost shall include alternates.

If a Fixed Limit of Construction Costs is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall: (1) give written approval of an increase in such fixed limit; (2) authorize rebidding or renegotiation of the Project within a reasonable time; (3) if the Project is abandoned, terminate in accordance with this Agreement; or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Costs. (The Architect shall receive no additional compensation for its services in revising the Project scope and quality as provided herein.)

SECTION VIII. FEE FOR BASIC SERVICES

Architect agrees to provide the services called for in this Agreement for a fixed fee of ninety thousand dollars (\$90,000).

SECTION IX. PAYMENTS TO ARCHITECT FOR BASIC SERVICES

Total payments will be allocated to the following phases:

Schematic Design Phase	\$20,000
Design Development Phase	\$20,000
Construction Documents Phase	\$25,000
Bidding Phase	\$ 4,000
Construction Administration Phase	\$21,000

The Contract between the Architect and Owner will be a firm fixed price contract.

The Architect shall invoice the Owner monthly for the percentage of work completed. The Construction Administration Phase work shall be invoiced monthly based upon the duration of the construction. Architect shall submit invoices timely to meet the Owner's required cut-off dates as to effect timely payment. Invoices are due and payable within 30 days of invoice date. Invoices will be e-mailed to the Owner's designated representative or as directed by the Owner.

SECTION X. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services, and include actual expenditures made by the Architect in the interest of the Project, as directed and authorized by the Owner in writing, for the expenses listed below:

1. fees, permits and regulatory approval costs; and
2. Expense of printing and delivery of documents, shop drawings, etc.

Such expenses shall be included on Architect's monthly invoice.

SECTION XI. OWNERSHIP AND USE OF DOCUMENTS

The Owner has purchased the services of the Architect, and is the owner of the work product of the Architect. The drawings, specifications and other documents prepared by the Architect for this Project shall be deemed the property of the Owner for all purposes, and the Owner shall retain all rights thereto. The documents may be used by the Owner for the purposes of use, occupancy, additions, or modifications to the Project or existing facilities, or completion of the Project by others. However, the Owner may not sell the documents, assign the documents, or transfer the documents to another entity for use by that entity. The Owner may provide the documents to any governmental agency or authority having jurisdiction over the Owner's facilities or having the right to review or approve/disapprove such plans and specifications. Architect shall NOT be responsible for modifications in the Documents not made or approved by the Architect.

The Architect shall be entitled to retain copies of the documents, and is given permission hereby to use the documents in its business for the purposes of other projects without the need for payment of compensation to the Owner for said use of the documents. The Architect remains the owner of the copyright.

SECTION XII. TERMINATION, SUSPENSION OR ABANDONMENT

This Agreement may be terminated by either party upon not less than twenty (20) days written notice 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, and fail to adequately cure the breach during the notice period.

This Agreement may be terminated by the Owner upon not less than ten (10) days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving ten (10) days' written notice.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to the termination as its sole remedy.

SECTION XIII. INDEMNIFICATION

The Architect agrees to and shall indemnify and save harmless Burnet County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Architect indemnifies and will indemnify and save harmless the Burnet County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or approaches of or to the facilities within which the occupied premises are located.

SECTION XIV. INSURANCE

Coverage

	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000
Commercial General Liability Coverage:	
General Aggregate Limit	\$1,000,000
(other than Products-Completed Operations)	
Products-Completed Operations Aggregate Limit	Excluded
Personal & Advertising Injury Limit	\$ 500,000
Each Occurrence Limit	\$ 500,000
Fire Damage Limit (any one fire)	\$ 100,000
Medical Expense Limit (any one person)	\$ 5,000
Automobile Liability	
Combined Bodily Injury/Property/Damage	\$1,000,000 ea. accident
Umbrella Policy	\$1,000,000
Professional Liability	
Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

SECTION XV. MISCELLANEOUS

Architect's Accounting Records

Records of Reimbursable Expenses and expenses pertaining to the provision of Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Supporting detail shall be attached to the invoice.

Applicable Law

The laws of the State of Texas shall govern this contract and all interpretations thereof or disputes arising therefrom.

Venue of Disputes

The place of performance of this contract is Burnet County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Burnet County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Burnet County, Texas. Disputes under this Agreement shall be submitted to mediation prior to any other available means of dispute resolution and shall NOT be submitted to arbitration unless the parties agree in a separate written instrument to submit a particular dispute to arbitration.

Warranties

The Architect agrees that all services provided under this Agreement will be consistent with sound architectural and engineering practices and in accordance with the standard of care exercised by other firms practicing under similar conditions. Architect also warrants that to the best of its knowledge and efforts the plans and specifications will comply with all applicable governmental codes, regulations, rules, ordinances and other laws.

No Assignment

Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

Successors and Assigns

The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement shall continue to be a binding obligation of the parties and their partners, successors, assigns, and legal representatives.

Extent of Agreement

This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the authorized representative of the Owner and the authorized representative of the Architect.

Jurisdiction

The Texas Board of Architectural Examiners, 333 Guadalupe St Ste 2-350, Austin, TX 78701, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons

registered as Architects in Texas.

This Contract is executed this 12th day of November, 2024.

"OWNER"

BURNET COUNTY, TEXAS

By: 

"ARCHITECT"

BURNS ARCHITECTURE, LLC

By: 
Kenneth C. Burns, AIA, Principal/CEO