

March 03, 2026

Bryan Wilson
Burnett County Judge
220 South Pierce
Burnet, TX 78611

**Re: Burnet County Courthouse
Proposal for Grant Application, Round XIV Texas Historic Courthouse Preservation Program**

Dear Judge Wilson:

Architexas is pleased to submit this proposal to assist Burnet County in preparing a grant application for the Burnet County Courthouse in Burnet, Texas in connection with the Round XIV Texas Historic Courthouse Preservation Program, which will be due on May 8th, 2026. The grant being applied for will be a planning grant for preparation of 95% plans and specifications for Option 1 – Restoration and Rehabilitation of the courthouse. As discussed, and as outlined in the Master Plan, this option retains the 1974 addition to the south including the basement, refer to “Attachment A”.

SCOPE OF SERVICES

PREPARATION & FILING OF THCPP GRANT APPLICATION

AT will assist the County in preparation of the THCPP grant application including confirmation of restoration/rehabilitation scope including new work undertaken since the February 20, 2020 Master Plan prepared by Architexas, update of construction cost estimate of work following the THCPP format, and submission of the grant application.

GRANT APPLICATION ITEMS TO BE PROVIDED BY BURNET COUNTY

Resolution by Commissioner Court approving THCPP application (resolution language is available)

County records storage plan (reference verbiage is available)

Letters of Support from state and federal legislative delegations, local, city or county officials, civic groups and individuals.

Determination of County cash match if over minimum percentage required

List of significant work completed on the courthouse since the Master Plan and any notification made to the THC.

Copy of any previous THCPP grant application(s).

COMPENSATION

Architexas will provide grant application services for a lump sum amount of \$5,000 plus reimbursable expenses.

REIMBURSABLE EXPENSES

Reimbursable expenses necessary to perform the above services will be invoiced in addition to the fees described above at a rate of 1.1 times the actual expense. Reimbursable expenses include, but are not limited to, the following:

Agency fees
Mileage @ 0.67 cents/mile
In-house printing (printing, copying, and plotting, fax)
Mail and delivery charges
Other expenses directly associated with delivery of the work

Thank you for allowing Architexas the opportunity to submit this proposal. If this proposal is acceptable, please sign below and we will prepare a contract for professional services listed in this proposal.

Sincerely,



Susan Frocheur, RA, NCARB
Senior Principal

AGREEMENT

If you are in agreement with this proposal, please sign below

Authorized Owner Representative:

Authorization by:

(Please print name and title)

Signature

Date

The services above will be performed in accordance with the following Terms and Conditions:

Terms and Conditions

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Owner acknowledges that some exploratory work may be required to examine concealed conditions and the Owner will be notified of potential areas of work before any work is performed. The Firm will take precautions to minimize damage due to exploratory activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Firm's services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable within 30 days of receipt. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client and Firm shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications:

Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Termination of Services:

This Agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Hazardous Materials Indemnity

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultant's (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Information Provided By Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Third Party Beneficiaries

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 Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

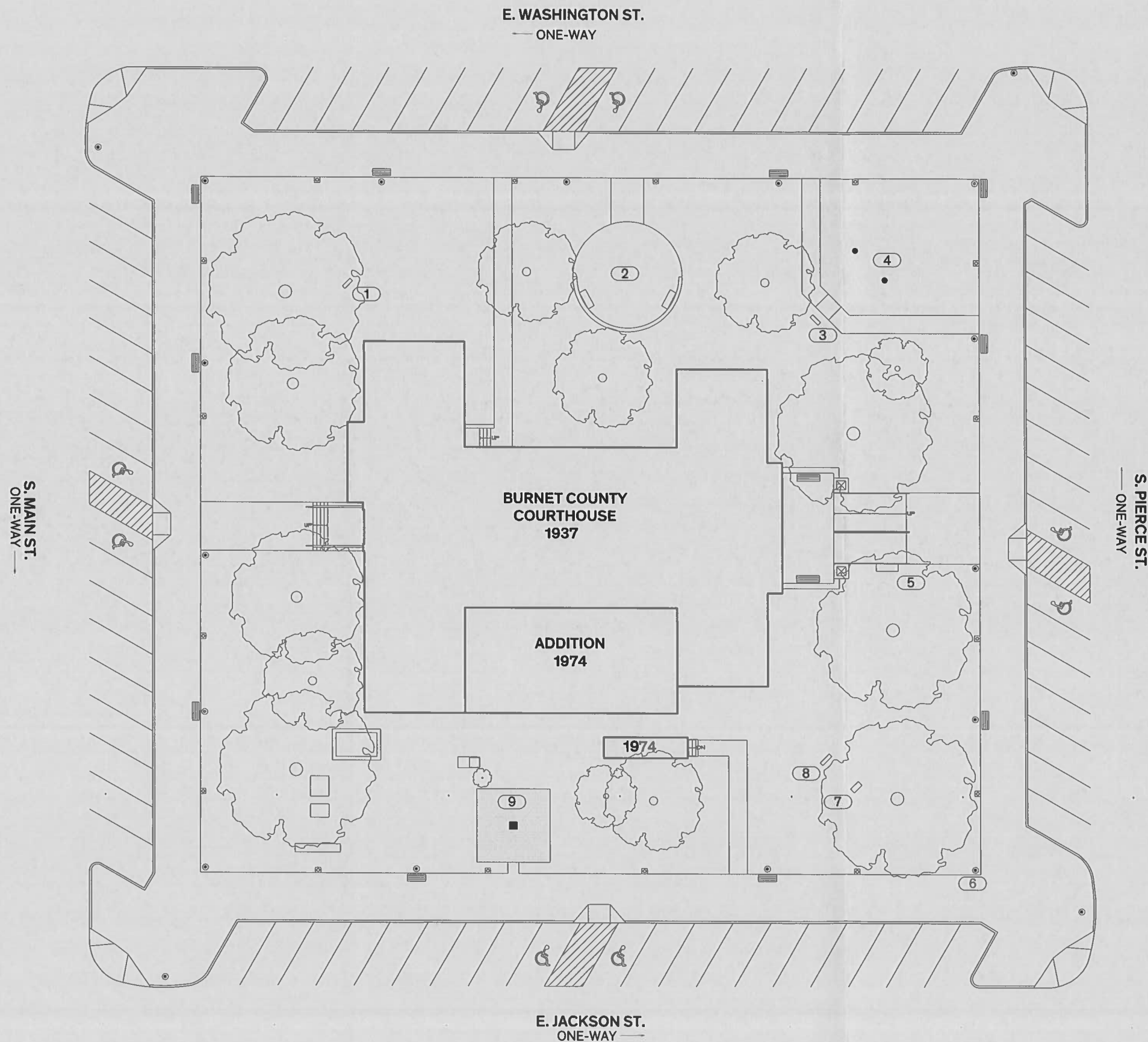
Limitation of Liability

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$5,000.00, whichever is less. Liability due to gross negligence is not limited by this paragraph.

Proprietary Information

Proprietary Information: All portions of this proposal are considered by the Architexas team to be trade secrets and proprietary information which if released without Architexas permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the Architexas team.

Licensure: In accordance with State law, you are hereby notified of the following: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.



Legend

- ① VETERANS MEMORIAL
- ② ARMED FORCES MEMORIAL
- ③ PIONEER SETTLERS MEMORIAL
- ④ FLAG POLES
- ⑤ HISTORICAL DISTRICT
- ⑥ HISTORICAL DISTRICT
- ⑦ 2083 TIME CAPSULE
- ⑧ GEN. JOHNSON MEMORIAL
- ⑨ HISTORY PLAZA

Option 1 - Rehabilitation

Approximate cost: \$8,971,544 (Increase due to inflation from 2021 - 2026)
 Planning Grant, 70%-30% (THC/County)
 A/E fees max. for basic services 16%
 Planning grant max. 12% + 4% for construction

\$866,218 / \$371,236

(assume \$250,000 for additional services, i.e. finish analysis, A/V, acoustics, security, completion report, etc...)

Ineligible costs: costs associated with 1974 addition

A/E fees for waterproofing & interior rehab
 Approx. cost: assume \$50,000

County Cost: \$496,236

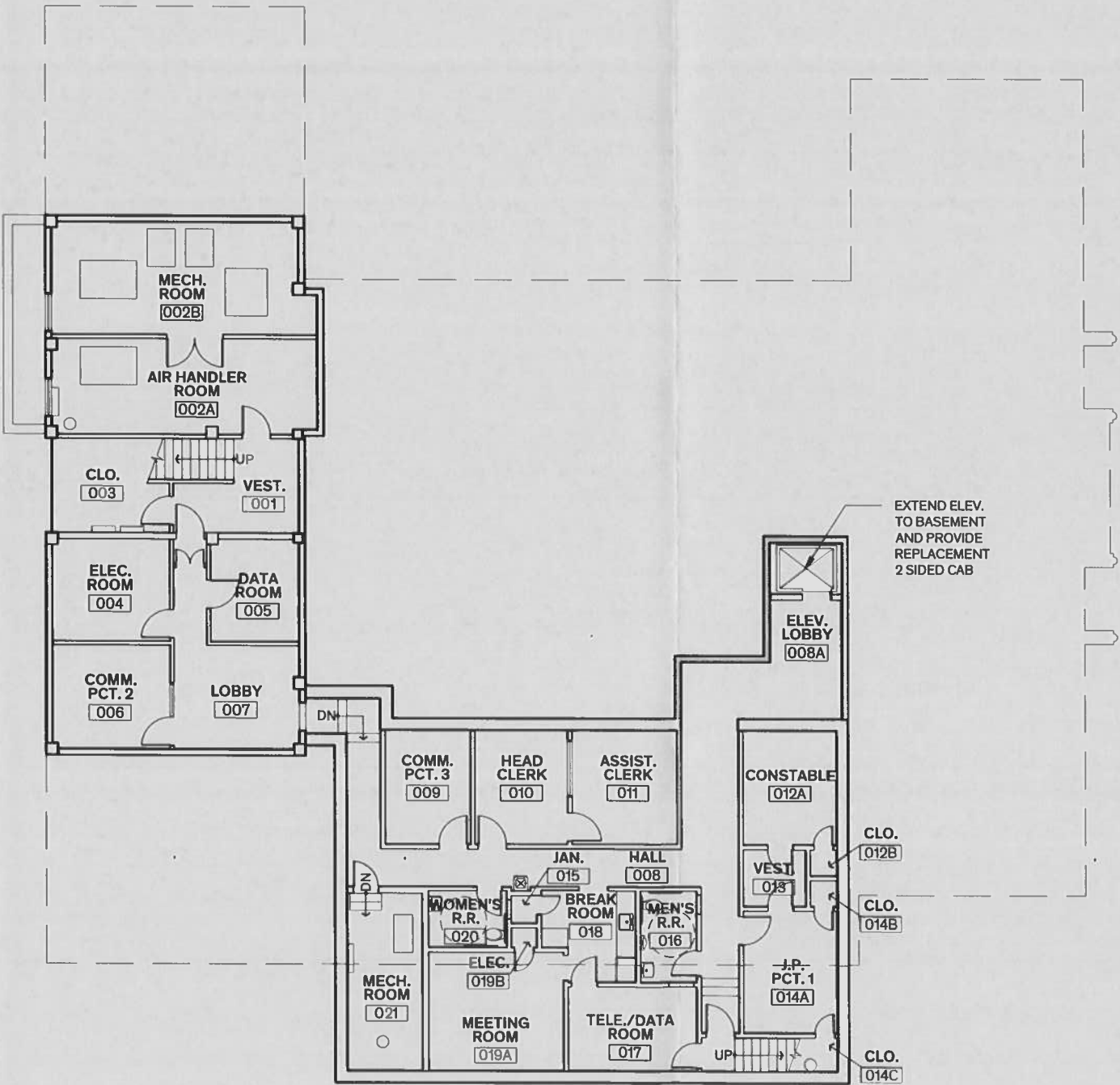
Rehabilitation Site Plan

Scale: $\frac{1}{32}$ " = 1' - 0"



Legend

- NEW WALLS
- EXISTING WALLS



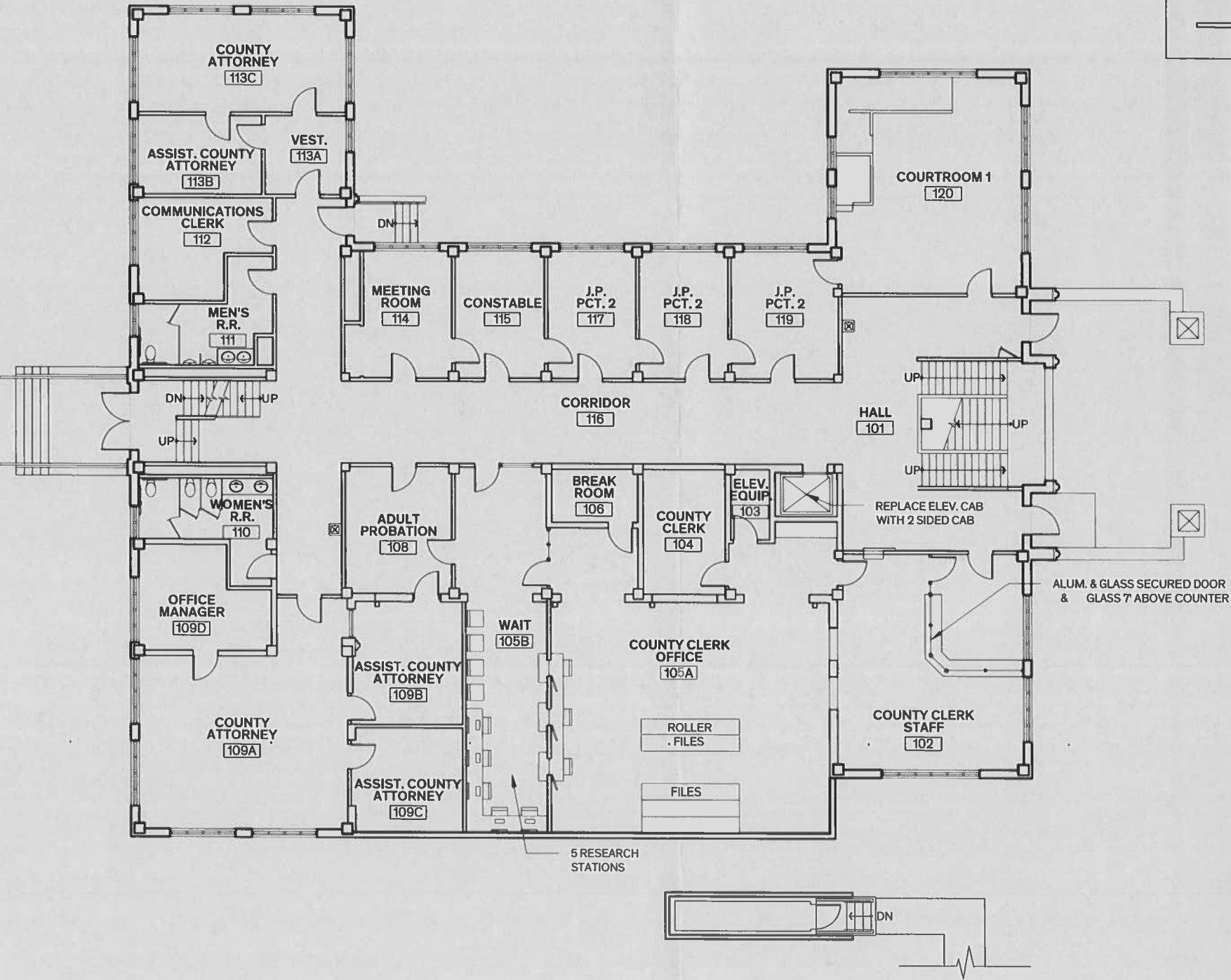
Rehabilitation Basement Floor Plan

SCALE: 1/8" = 1' - 0"



Legend

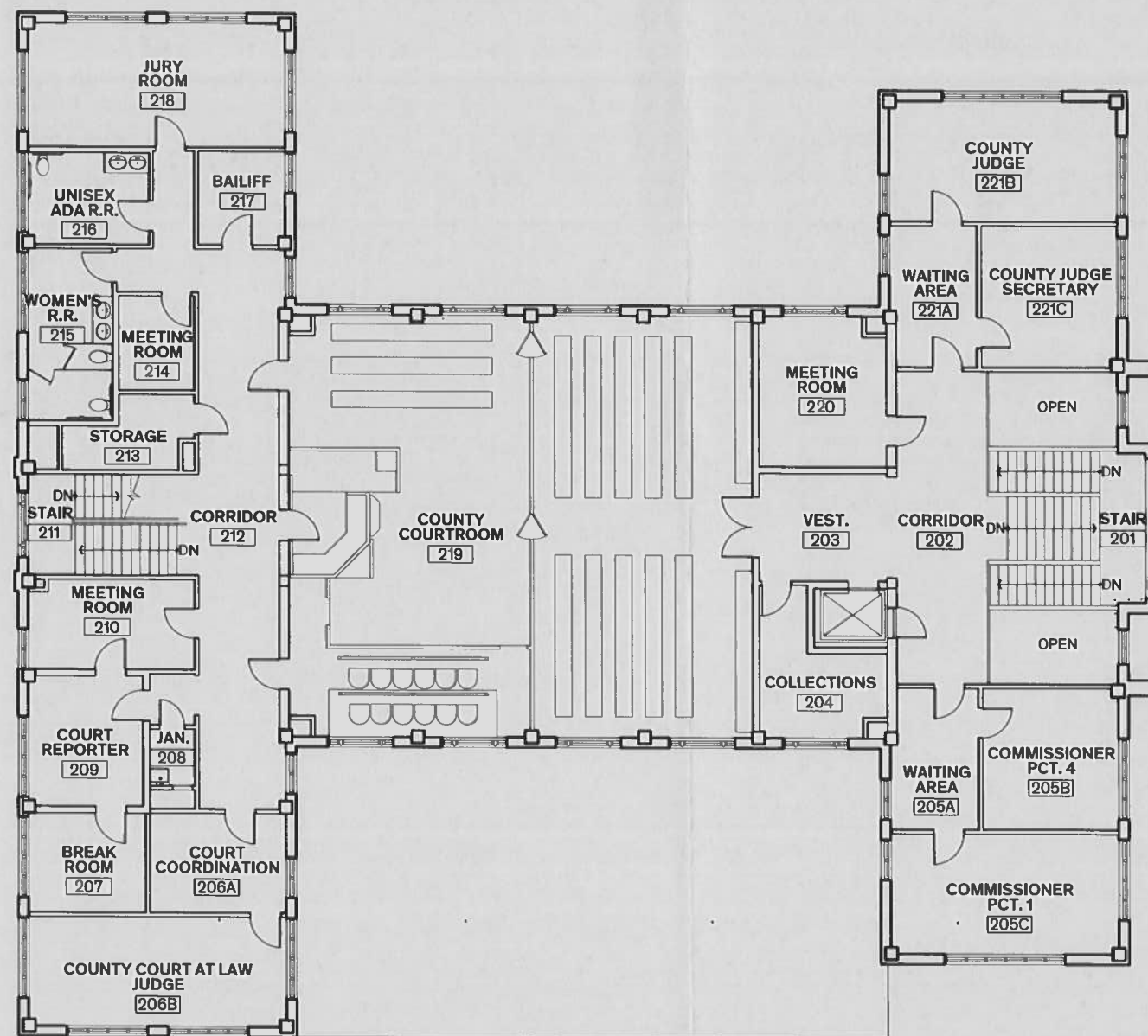
- NEW WALLS
- EXISTING WALLS



Rehabilitation
First Floor Plan

SCALE: 1/8" = 1' - 0"





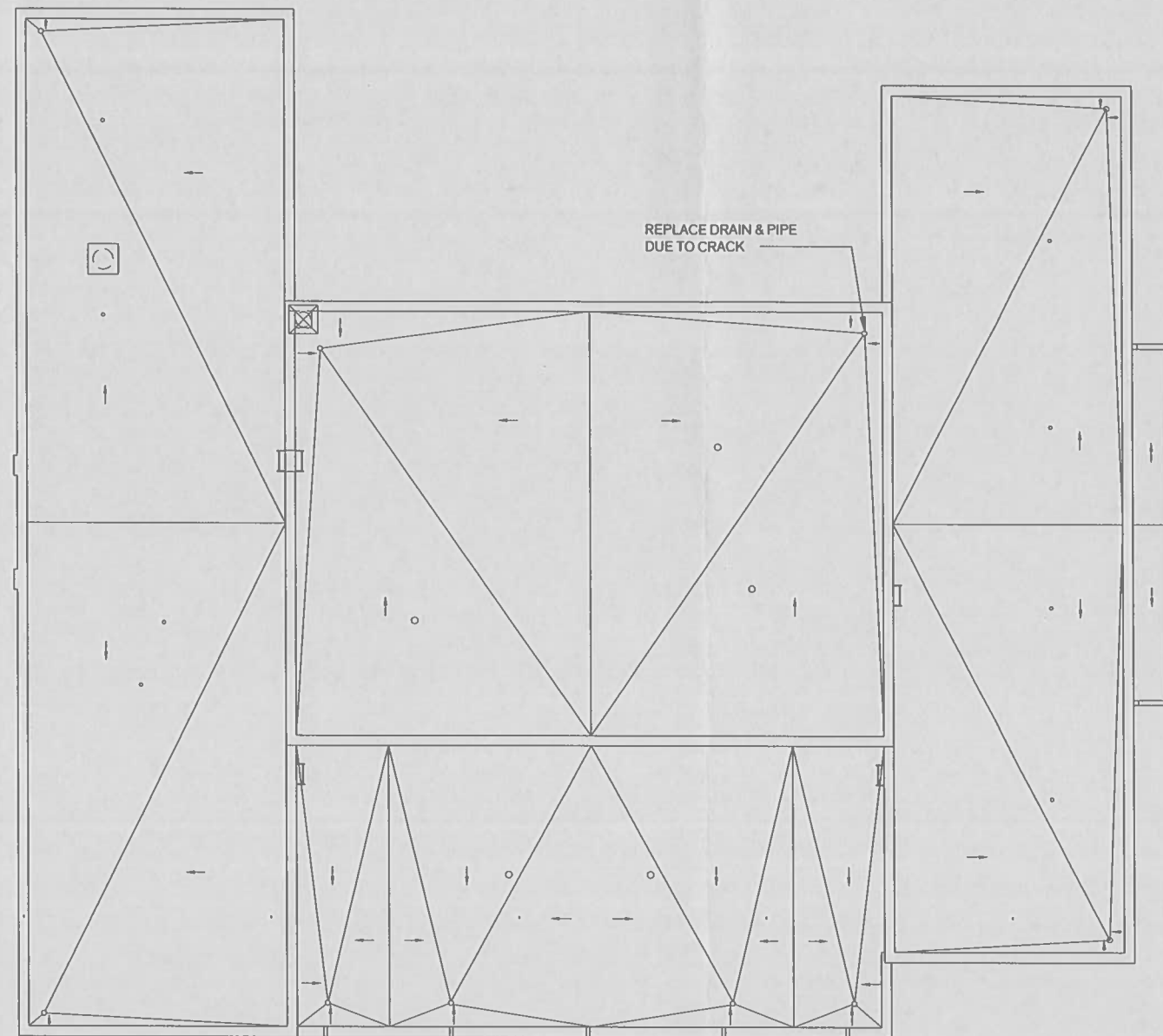
Legend

-  NEW WALLS
-  EXISTING WALLS

Rehabilitation Second Floor Plan

SCALE: $\frac{1}{8}" = 1' - 0"$





Rehabilitation Roof Plan

SCALE: $\frac{1}{16}'' = 1' - 0''$

