State of Texas

County of Burnet
Commissioners Court

Resolution
Burnet County Courthouse
Master Plan Update

On the 8th day of January, 2019, the Commissioners Court of Burnet County, Texas, met in regular session with the following members present-and participating, to wit:

Judge James Oakley	**County Judge, Presiding**
Jim Luther, Jr.	**Commissioner, Precinct 1**
Damon Beierle	**Commissioner, Precinct 2**
Billy Wall	**Commissioner, Precinct 3**
Joe Don Dockery	**Commissioner, Precinct 4**

During such session the court considered adoption of the following resolution regarding preservation of the Burnet County Courthouse:

WHEREAS, Burnet County recognizes the importance of the historic courthouse and its unique relationship to the community; and

WHEREAS, Burnet County recognizes the need to preserve the historic courthouse; and

WHEREAS, Burnet County prepared a master plan for the historic courthouse in 2019 as part of the requirements for participation in the Texas Historical Commissions' Texas Historic Courthouse Preservation Program; and

WHEREAS, Burnet County approved the master plan for use in the ongoing preservation of the courthouse; and

WHEREAS, Burnet County recognizes the need to update the Burnet County Courthouse Master Plan

NOW THEREFORE, BE IT RESOLVED, that the Burnet County Commissioners Court of Burnet, Texas, as the owner, does hereby support efforts to secure funding under the Texas Historic Courthouse Preservation Program to update the Burnet County Courthouse Master Plan.

Duly passed and approved this 8th day of January, 2019.

James Oakley, County Judge

Jim Luther, Jr., Precinct 1

Damon Beierle, Precinct 2

Billy Wall, Precinct 3

Joe Don Dockery, Precinct 4

ATTEST:
Janet Parker, Burnet County Clerk

Master Plan Updates

Share

Round X Grants Available for Updating Previously Approved Master Plans

A special funding opportunity has been announced for about 50 counties with an approved courthouse preservation master plan to obtain **up to $50,000** in grant funding for professional architectural/engineering services to update their master plan beginning January 2019 in advance an anticipated FY 2019-20 Round XI THCPP grant cycle.

Why?

Many master plans were submitted by counties and approved by THC more than 15 years ago. Building codes, construction costs, security needs and other facets of a county's facility needs have changed substantially. A thorough re-evaluation of the plan and subsequent revisions will be beneficial for the county's planning purposes and will facilitate participation in the next THCPP grant cycle by enabling the county to present accurate information in its grant application.

Who can participate?

Since an approved master plan is a prerequisite for participation in the program, these grants can only be awarded for master plan updates, and not the development of a master plan by a county without one. Approximately 50 counties having approved master plans that are more than 4 years old are eligible to request funding. Counties whose projects have been fully restored or have a current planning grant are not eligible to participate.

What is the deadline to request this grant funding?

Counties that wish to participate should send a letter requesting a grant award of up to $50,000 by January 18, 2019. The requests will be considered by the Commission at the January 24-25, 2019 Quarterly Meeting in Austin. Please include Resolution of Support from your Commissioners Court indicating their support the effort to update their courthouse preservation master plan with funding assistance through the THCPP.

What does the county need to provide?

As long as the cost for the professional services contract to perform the master plan update is not more than $55,000, the county provide a cash match of $5,000. The THC will reimburse the county for additional project cost up to a $50,000 maximum upon approval of the plan. As an example, if the A/E fee is $15,000 the local share is $5,000 and the state share is $10,000. If the A/E fee is $32,000, the local share is $5,000 and the state share is $27,000. If the A/E fee is $64,000, the local share is $14,000 and the state share is $50,000. Note that funding credit equivalent to $5,000 will be given to the county for prior planning costs to satisfy the 15% minimum local match requirement for THCPP funding.

No preservation easement or obligation to apply in the next grant cycle is required but counties that accept the grants should consider applying in the next or future grant cycles. Note that the maximum grant funds the THC may provide is $6 million to any county and a minimum 15% local match is required for the full restoration grants.

How does the county contract for professional services?

According to local purchasing code, professional services under $50,000 does not require issuance of a Request for Qualifications. A county may select a consultant that is best suited for the work. For the sake of efficiency, we suggest contacting the preservation architectural firm who authored the master plan. Contact information for architectural firms may have changed, please see a list of master plan consultants for assistance with emails and phone numbers if needed.

What professional services are eligible costs under the grant?

Any of the following are eligible: Up to 2 independent cost estimates prepared either by the architect or an independent consultant; basic site plan, floor plans and elevation drawings for the project (if changed); programming and space use analyses; code analysis; existing conditions analysis; sub consultant evaluations and reports including structural, geotechnical or MEP engineers, exterior envelope consultants, acoustical or audio-visual consultants, security consultants, registered accessibility specialists and conservation consultants.

Measured drawings, planning for buildings other than the historic courthouse, historical research for development of nominations for historical designation are not eligible costs.

What portions of the master plan will be re-evaluated?

This will vary depending upon the master plan, some may focus primarily on an updated cost estimate. Each Master Plan follows this Master Plan Outline. Please consult with your preservation architect and THC courthouse staff to determine the needs for your document which may include:

Section 1 General Information would include recognition of the 2019 County Commissioner Court members and a summary of the current project.

Section 2 contains historical research on the county's courthouses so any relevant information, such recent historic designations should be added to the report. Revaluation of the period of significance as it relates to the scope of work can be undertaken with THC approval.

Section 3 describes all the existing conditions of the courthouse, both interior and exterior, to determine if repair or replacement is required as well as identify historically significant features to be preserved. If the master plan is more than 10 years old it would seem prudent to re-evaluate the performance of the roofing, for example, to determine if it has reached the end of its life. This section would also identify any deficiencies in the electrical system or if structural problems are present.

Section 4 includes the recommended scope of work for your project. Note that location of offices, extent of IT and security infrastructure, and even break room locations were determined in consultation with a previous court and your objectives may have changed. All recommendations in the updated master plan should re-evaluated by the current court and changed as necessary.

Section 5 Appendices may not change unless there are new consultant reports or more recent photos that better illustrate the current condition of the courthouse.

Does this require THC approval?

Yes, the complete draft of the new master plan needs to be submitted for THC review by September 1, 2019 for

review. Comments will be provided within 30 days and a final approved draft is due by November 15.

What format will the revisions take?

This may depend upon the master plan. Ideally, the original document is revised by removing the outdated information and inserting new information that is highlighted to indicate it has been changed. The new document must contain all the required information as shown in the Master Plan Outline for approval. THC's original copy of the previously approved will remain intact. 2 bound copies (in 3-ring binders) each with the complete Master Plan on PDF on CD or flash-drive. The level of photography will likely be determined on a case-by-case basis.

What if I don't have my master plan?

Upon request by the county, our archival copy of the previous master plan may be duplicated. Please allow up to 3 weeks. Approved master plans may also be viewed at THC offices in Austin.

11.20.2018

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TEXAS HISTORICAL COMMISSION
real places telling real stories

It's like a WHOLE OTHER COUNTRY

Updated: 2018-11-20 15:46

Architexas | CREATE + CONSERVE

December 4, 2018

Judge James Oakley
Burnet County Courthouse
220 S. Pierce
Burnet, Texas 78611

Re: Agreement for an Update to the Master Plan for the Burnet County Courthouse

Note: This Agreement is contingent upon Burnet County receiving a Texas Historic Courthouse Preservation Program (THCPP) grant to prepare this Update and may be cancelled by the County with no obligation if such funds are not received.

OVERVIEW

The Texas Historical Commission's THCPP has announced funding availability for counties to update previously approved but out-of-date Courthouse Master Plans. ARCHITEXAS will prepare an Update to the current Master Plan for the Burnet County Courthouse in Burnet, Texas. The original master plan was prepared in 2000 and since then several components of the original Master Plan may have changed significantly. The Update prepared by ARCHITEXAS will address current building health and safety codes, comply with the ADA requirements and analyze the current spatial and functional requirements of the county courthouse to efficiently serve its citizens. It will also comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Texas Historical Commission's requirements for the Texas Historic Courthouse Preservation Program.

SCOPE OF SERVICES

TASK 1 - UPDATE CURRENT GENERAL INFORMATION AND SUMMERIZE THE CURRENT PROJECT
TASK 2 - UPDATE COUNTY'S HISTORICAL RESEARCH/DESIGNATIONS AND REEVALUATE PERIOD OF SIGNIFICANCE AS REQUIRED
TASK 3 - EVALUATE COURTHOUSE EXISTING CONDITIONS INCLUDING STRUCTURAL AND MECHANICAL/ELECTRICAL AND PLUMBING SYSTEMS
TASK 4 - PROVIDE RECOMMENDATIONS FOR NECESSARY RESTORATION/REHABILITATION AND DEVELOP UPDATED ESTIMATES OF PROBABLE CONSTRUCTION COSTS AND PROJECT PHASING
TASK 5 – UPDATE AND PROVIDE NEW APPENDICES AS REQUIRED

ARCHITEXAS WILL ALSO ASSIST IN THE PREPARATION OF FUTURE TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM (THCPP) APPLICATIONS AT NO ADDITIONAL COST

PROGRAMMING & DESIGN WORKSHOP

Architexas will coordinate and attend a highly focused programming and design workshop in Burnet. The objective of the workshop will be to prepare a schematic floor and site plan design for the courthouse based on programming information retrieved from the County. Programming agenda to include:

- Detailed programming meetings with County Judge, County Commissioners and other elected County Officials and District Court officials
- Programming meetings with County staff
- Provide updated plans based on the programming meeting, ADA, & Building Code surveys to the County for review and approval

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Austin, Texas 78704

p 512.444.4220

CONSTRUCTION BUDGET

3.1 ARCHITEXAS, along with a cost estimator, will develop a probable construction cost and budget that will be based upon the Building Conditions survey. The budget will be divided according to CSI Format.

MASTER PLAN UPDATE COMPILATION

4.1 Compile the findings of the research, evaluation, cost estimates and phasing strategy in the Master Plan Update which will supplement the Master Plan previously approved by the THC.

4.2 Present the Master Plan Update to the Commissioner's Court

COMPENSATION

ARCHITEXAS agrees to prepare a Master Plan Update for the Burnet County Courthouse for a fixed fee of $49,900. Based on the grant program's requirements, Burnet County's portion of this fee is to be $5,000, which includes reimbursable expenses.

REIMBURSABLES

Expenses incurred in the interest of the project are included in the compensation for professional fees, and include: photographic supplies, printing, copying, postage, mileage, travel expenses (including rental car, lodging and meals), delivery expenses.

PLAN ITEMS AND SCOPE OF WORK TO BE PROVIDED BY THE COUNTY

In order to keep the costs of the Master Plan Update to a minimum, the County will provide the following items for the development of the Master Plan Update:

- Collect and provide ARCHITEXAS a copy of historic drawings, photographs, published information such as newspaper articles, maps and any other available data on the historic courthouse and grounds
- Floor plans, if available, of existing courthouse and grounds
- Provide high resolution digital jpeg images of each historic photograph, drawing, map, and any other historical documents requested by ARCHITEXAS for inclusion in the Master Plan Update
- If the County decides to undergo a comprehensive Environmental Survey of hazardous materials, a copy should be provided to ARCHITEXAS for inclusion in the Master Plan Update. Architexas can coordinate this survey for an additional fee
- Any lifts or ladders needed for building access/inspection over 8'-0"
- Current Site Survey if available
- Review deliverables and provide feedback and necessary approvals to proceed with subsequent tasks

SERVICES NOT INCLUDED AS PART OF THIS PROPOSAL

Below is a list of services that are not included:

- Increased services resulting from changes in the project scope
- Civil Engineering services
- Hazardous material surveys, abatement or related cost estimates
- Security, data or telephone system design
- Professional services relating to variance requests by jurisdictional authorities
- Construction documents, bidding or construction administration services
- Geotechnical services
- Testing laboratory services, including materials testing and historic finish analysis

APPROVAL
If you approve of this Agreement, please sign below.

Authorized Owner Representative:

_____
Judge James Oakley

_____
Print

_____
Date

ARCHITEXAS:

_____
Larry Irsik, Senior Principal

Larry Irsik, AIA
Print

December 4, 2018
Date

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

Terms and Conditions
The Firm (Architexas) 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 (Client) 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 $49,500.00, 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.