

306.

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 05/18/21

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion and/or action regarding the agreement with Jackson Associates for preparation of the specifications for the re-roofing projects at the SO & N Annex.

Meeting Date Requested: (required) 05/25/2021

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

ARCHITECTURAL SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF BURNET

THIS CONTRACT FOR ARCHITECTURAL SERVICES is made by and between the County of Burnet, hereinafter called "County" and Jackson Associates, hereinafter called "Architect" for the purpose of contracting for Architectural services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of Architects; and

WHEREAS, the County desires to contract for architectural services described as follows: Preparation of the Roofing Specification to re-roof two buildings located respectively at 1601 and 1701 East Polk Street in Burnet, Texas, assistance with contractor selection and periodic construction observations.

NOW, THEREFORE, the County and the Architect, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY ARCHITECT

The Architect shall perform those Architectural services for the fulfillment of the contract as identified in Architect's Proposal provided by the Architect, attached hereto and made a part thereof this contract.

The Architect shall prepare the Roofing Specifications to be included in the Request for Proposal to be prepared and issued by the county. The Architect will assist with contractor selection and provide periodic construction observations. The Architect will also respond to contractor-generated RFI's during construction, and will review any submittals by the contractor as well as perform a final inspection.

The Architect agrees to furnish the work as described above for a flat fee of \$7,500 plus standard reimbursables at cost plus 12%. Additional services beyond the scope as described above would be invoiced hourly. The total amount for services will not exceed \$10,000.

ARTICLE 2

CONTRACT PERIOD

This contract shall terminate at the close of business on October 1, 2022, unless extended by supplement agreement duly executed by the Architect and the County prior to the date of termination, as provided in Article 6- Supplemental Agreements, or otherwise terminated, as provided in Article 11 - Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this contract is **\$10,000.00**.

ARTICLE 4
SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties.

If the County suspends the work, the contract period, as determined in Article 2 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 6- Supplemental Agreements.

ARTICLE 5
ADDITIONAL WORK

If the Architect determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Architect and a supplemental agreement may be executed, as provided in Article 6 – Supplemental Agreements.

The Architect shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 6
SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work.

Any supplement agreement must be executed by both parties within the contract period specified in Article 2 Contract Period.

No claim for extra work done or materials furnished shall be made by the Architect until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 7 PUBLIC INFORMATION ACT

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Architect and all documents furnished to the Architect by the County shall be delivered to the County upon completion or termination of this contract. The Architect, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act.

ARTICLE 8 PERSONNEL, EQUIPMENT, AND MATERIAL

The Architect shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Architect shall have such knowledge and experience as will enable them to perform the duties assigned to them.

The County may instruct the Architect to remove any employee from association with the work authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Architect certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Architect may not change the project manager without prior consent of the County.

ARTICLE 9 SUBCONTRACTING

The Architect shall not assign, subcontract, or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

ARTICLE 10 VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Architect shall be grounds for termination of the contract and any increased cost arising from the Architect's default, breach of contract, or violation of contract terms shall be paid by the Architect. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11 TERMINATION

This contract shall terminate at the close of business on October 1, 2022 unless extended as provided in Article 6 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. By the County, by notice in writing to the Architect as a consequence of failure by the Architect to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and not subject to the mutual consent of the Architect upon not less than thirty (30) calendar days written notice to the Architect; and
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Architect. In determining the value of the work performed by the Architect prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Architect defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Architect, the County will give consideration to the actual costs incurred by the Architect in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the County.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Architect under this contract, except the obligations set forth in this contract. If the termination of this contract is due to the failure of the Architect to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. If the County asserts that any services provided by the Architect do not comply with the requirements of this contract, the County shall allow the Architect a reasonable opportunity and effort to cure the claimed breach.

ARTICLE 12 COMPLIANCE WITH LAWS

The Architect shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statues and regulations, and licensing laws and regulations. When required, the Architect shall furnish the County with satisfactory proof of its compliance.

It is expressly understood by County and Architect, that from the date of award of Architect to one

year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by the County Personnel Policy or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Architect. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Architect is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Architect to one year after termination or expiration of contract term. It is also prohibited for Architect to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 13 INDEMNIFICATION

THE ARCHITECT SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE ARCHITECT OR OF ANY PERSON EMPLOYED BY THE ARCHITECT. THE ARCHITECT SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE ARCHITECT, ITS AGENTS, OR EMPLOYEES.

ARTICLE 14 ARCHITECT'S RESPONSIBILITY

The Architect shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Architect will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 15 INSURANCE

The Architect shall obtain and maintain insurance as required by state and federal law:

ARTICLE 16 SUCCESSORS AND ASSIGNS

The Architect and the County do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Architect shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

**ARTICLE 17
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 18
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 19
NOTICES**

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

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

ARCHITECT

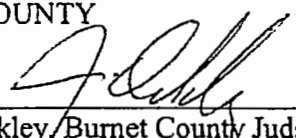
Bruce Jackson
Jackson Associates
P.O. Box 668
Marble Falls, Texas 78654

ARTICLE 20
SIGNATORY WARRANTY

The undersigned signatory for the Architect hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and the Architect have executed these presents in duplicate.

COUNTY

BY: 
James Oakley, Burnet County Judge

Burnet County Courthouse
220 S. Pierce Street
Burnet, TX 78611

Date: 5/19/21

ARCHITECT

BY: 
Bruce Jackson AIA

Jackson Associates
P.O. Box 668
Marble Falls, TX 78654

Date: 5.19.21

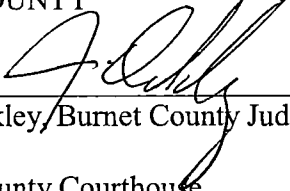
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JACKSON ASSOCIATES

ARCHITECTURE & PLANNING

March 22, 2021

Mr. James Oakley
County Judge
Burnet County
220 South Pierce
Burnet, TX 78611

Re: **Proposal for Professional Services**
Re-Roof Specification –Two Facilities
JA Project # 21015

Judge Oakley,

I appreciate this opportunity to be of assistance with your re-roof projects at the Sheriff's Office and adjacent North County Annex facilities located respectively at 1601 and 1701 East Polk Street in Burnet, Texas. The proposed scope of services and professional fees are as follows.

Basic Service

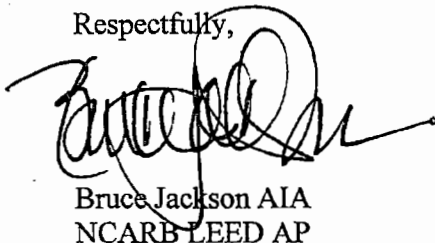
The Basic Service shall include the preparation of the Roofing Specification to be included in the Request For Proposal as prepared and issued by the county. We will assist with contractor selection and provide periodic construction observations. Eight to ten site visits are anticipated during the construction period. During construction we would respond to contractor generated RFI's and review any submittals by the contractor as well as perform a final inspection. Liability for the watertight performance of the finished product would rest solely with the contractor.

Compensation

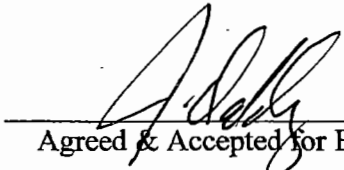
For the Basic Service as described above I propose to furnish the work for a flat fee of **\$7,500.** plus any standard reimbursables at cost plus 12%. Additional services beyond the scope as described above would be invoiced hourly or based on a predetermined fixed fee amount.

Please do not hesitate to contact me if you have any questions whatsoever concerning this proposal. I appreciate the opportunity and look forward to again assisting the county. Please signify your approval below and return one copy to this office.

Respectfully,



Bruce Jackson AIA
NCARB LEED AP



Agreed & Accepted for Burnet County

3/23/21
Date

JACKSON ASSOCIATES

ARCHITECTURE & PLANNING

March 22, 2021

Mr. James Oakley
County Judge
Burnet County
220 South Pierce
Burnet, TX 78611

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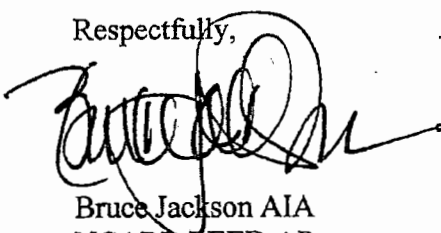
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Respectfully,


Bruce Jackson AIA
NCARB LEED AP



Agreed & Accepted for Burnet County

Date