

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 Levy Dykema, 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: Design Services for the renovation of a vacant two story building adjacent to the Annex on the Square.

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 construction documents and provide design development.

The Architect agrees to furnish the work as described above for a fee not to exceed \$40,500.00.

ARTICLE 2

CONTRACT PERIOD

This contract shall terminate at the close of business on March 31, 2024, 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 **\$40,500.00**. Late payment interest will be applied as allowed by Texas law.

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 March 31, 2024 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

Stephen V. Levy
Levy Dykema
620 Congress Ave., Suite 100
Austin, TX 78701

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, County Judge

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

Date: _____

1/23/24

ARCHITECT

BY: _____

Stephen V. Levy

Levy Dykema
620 Congress Ave, Suite 100
Austin, TX 78701

Date: _____

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EXHIBIT A

Additional Services Authorization

January 8, 2024

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

Project: Burnet County Annex on the Square
Add Service No.: 02

Sent via email: judgejamesoakley@gmail.com

Pursuant to conversations, LEVY DYKEMA and consultants will incur Additional Services for the above referenced project. In accordance with the original Professional Services Agreement dated, August 7, 2023 the Additional Services are detailed below:

Architectural Services:

Extending the back of the building by +/- 450 SF per floor; for a total of +/- 900 SF.

Client agrees to compensate LEVY DYKEMA for such additional services in accordance with the initial agreement for additional amount(s) stated below:

Deliverables	Fee
Architectural Services: Design Development	\$9,500
Architectural Services: Construction Documents	\$5,000
Structural Services	\$3,850

All other terms and conditions of the original agreement shall remain in full force and effect. If you approve, please sign where indicated.

Sincerely,

LEVY Architects, PLLC

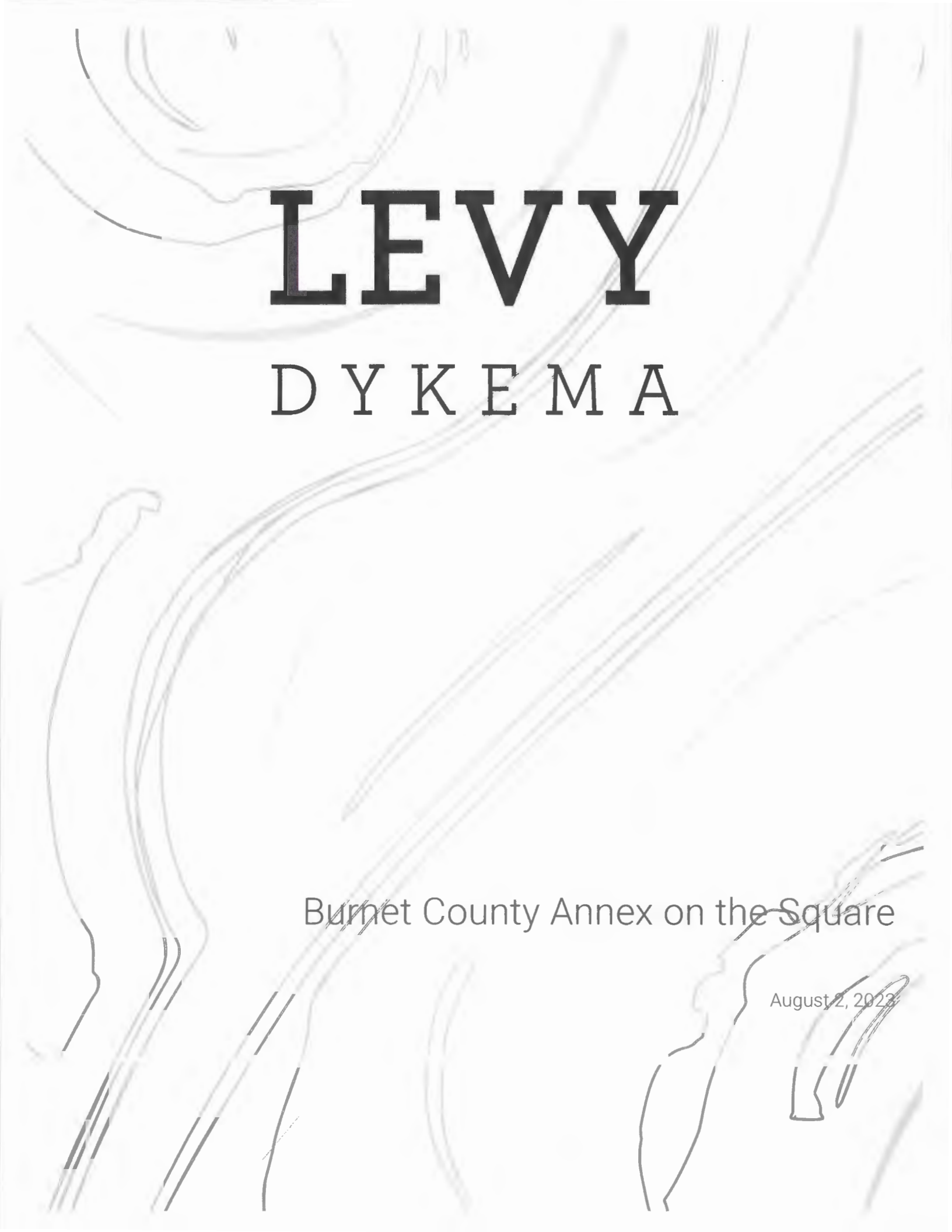


Stephen V. Levy
President

James Oakley
Approved By

J. Oakley
Signature

1/23/24
Date



LEVY

DYKEMA

Burnet County Annex on the Square

August 2, 2023

Proposal

Client Initials:

LEVY DYKEMA Initials:

A. Proposal Details

Project Name Burnet County Annex on the Square

Date Submitted August 2, 2023

Revision Number 1

B. Client Details

Company Name Burnet County Auditor's Office

Contact Person Joe Don Dockery

Position/Title Commissioner , Precinct 4

Contact Information 512-715-5235

C. The Project

LEVY DYKEMA proposes to provide Design Services for Burnet County Annex on the Square located in Burnet, Texas. The project consists of the renovation to an existing two story vacant office building (approximately 4,500 sf), adjacent to the existing Burnet County Auditor's Office. The project includes creating new office space, a conference room for +/- 10 people, possible break room bar, two employee restrooms, plan for future elevator on the exterior, access existing roof, new canopy to match adjacent building, punch through existing adjacent building and clean up facade accordingly. Owner to provide LEVY DYKEMA with CAD/REVIT file of the existing building.

D. Fee

LEVY DYKEMA proposes the following fee options for the Client's consideration:

Deliverables	Fee*
• As Builts (if needed)	\$5,000
• Schematic Design	\$13,500
• Design Development	\$27,000
• Construction Documents	\$13,500
• Meetings	Hourly
• Permit Expedite/Plan Review Comments	Hourly
• Bidding/ Negotiation	Hourly
• Contract Administration	
• RFI's, Submittals, Questions, Etc.	\$2,000/month
• Owner, Architect, Contractor Meeting (OAC)	\$350/meeting + travel
• Site Visit: 2-Hour with field report (total time)	\$350/visit & report + travel
• Site Visit: 4-Hour with field report (total time)	\$700/visit & report + travel

Proposal

Client Initials:

LEVY DYKEMA Initials:

*These fees are estimated values based on the limited information provided. Fees are subject to change upon receiving more specific project information.

- All fees are payable in USD including expenses. For a detailed description of services included within each fee option refer to Scope of Service of the Agreement.

E. Consultants

The proposal is based on LEVY DYKEMA being appointed Design Architect and Architect of Record, and all other Consultants (Geotechnical, Civil, Landscape, Structural, MEP, Food Service, Cost Consultant and Construction Materials Engineering and Testing) being appointed directly by the Client or will be included as a reimbursable expense.

F. Hourly Charge-Out

The following hourly rates shall be used when a portion of LEVY DYKEMA's fee is to be charged on an hourly basis or if LEVY DYKEMA is requested to perform additional work. Hourly rates are subject to annual increase of 10% per annum.

Position	Hourly Rate
• President	\$375
• Principal	\$300
• Associate	\$250
• Architect	\$200
• Interior Designer	\$200
• Creative	\$200
• Project Manager	\$175
• Designer	\$125
• Intern	\$95
• Administration	\$75

G. Expenses

Reimbursable expenses are in addition to LEVY DYKEMA's fee and include actual expenditures made by LEVY DYKEMA in the interest of the project for expenses as follows:

Consultant	Fee*
• Civil	N/A
• Landscape	N/A
• Structural (Structures)	\$35,530
• MEP (Hollingsworth Pack)	\$9,900

*Consultant Fee includes 10% markup. These fees are estimated values based on the limited information provided. Fees are subject to change upon receiving more specific project information.

Proposal

Client Initials:

LEVY DYKEMA Initials:

- Other reimbursable expenses include, but are not limited to transportation expenses, plots, reproductions, postage, delivery, long distance fax/phone calls, model building, 3D walkthroughs, photography, packaging, and fees paid to any authorities having jurisdiction of the project (TDLR/TAS, City, County, State).
- Reimbursable expenses will be billed at 1.10 x actual expenditure.

H. Terms of Payment

- On appointment, payment of the nonrefundable, irrevocable, retainer of \$5,000 will be required prior to commencement of services.
- Monthly payments plus expenses are to be calculated as the portion of the work completed for each month. Payments are to be received within 28 days of date of invoice.
- Interest on late payments will be charged at 18%. If payments are not received on the due dates LEVY DYKEMA cannot guarantee to continue to provide the service.

Please remit all payments to:

LEVY Architects, PLLC (DBA: LEVY DYKEMA)

620 Congress Ave., Suite 100

Austin, TX 78701

I. Appointment Terms & Conditions

The terms of the appointment will be LEVY DYKEMA's Standard Form of Agreement: LEVY DYKEMA's General Terms and Conditions. LEVY DYKEMA retains the copyright in all the designs.

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

A. Schematic Design

A.1 Definition

This stage involves the preparation of conceptual design ideas that help develop the Client's program requirements and goals. It includes the production of rough drawings of site plan, floor plans, elevations, and sketches and/or renderings.

A.2 Tasks

Programming

- Organize, attend, and record project meetings with Client
- Confirm and develop CLIENT's program
- Confirm and develop CLIENT's scope
- Confirm and develop CLIENT's schedule
- Review and establish Client's budget
- Perform Building Code Analysis
- Prepare PRELIMINARY design sketches and REVIT drafting, diagrams, and other information to communicate the preliminary idea(s)
- Demonstrate usable square footage through PRELIMINARY plans
- Commence with PRELIMINARY material selection
- Prepare design documents necessary for consultant coordination
- Advise and procure proposals on the need for consultant coordination
- Receive design input from other consultants (MEP, Structural, and/or Kitchen Consultant);
- Design review and presentation meeting
- Request Client to approve schematic drawings to proceed into Design Development Phase
- Request Client approval to set up preliminary plan review meeting with presiding jurisdiction

A.3 Deliverables:

- Building Description/Programming
- Architectural Site Plan
- Floor Plan(s)
- Concept Material Imagery
- Exterior Elevation(s)
- Building Section(s)
- SketchUp View(s)
- PRELIMINARY Code Summary
- Final Project Schedule

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

B. Design Development

B.1 Definition

This stage involves developing the design to a level that will adequately explain the design and allow for submission to the relevant local authorities for planning consent/permit, and/or pricing. Once approved, any major design changes will be an additional service.

B.2 Tasks

- Client approval of Schematic Design shall be requested at each meeting before proceeding to the Design Development phase
- Organize, attend, and record project kick-off meeting with consultants
- Confirm and develop CLIENT's program
- Confirm and develop CLIENT's scope
- Confirm and develop CLIENT's schedule
- Review design against budget and coordinate (budget provided by a third party appointed by the Client)
- Further develop documents with more specificity and details that define the building exteriors and interiors
- Update Building Code Analysis/Compliance Diagrams
- Identify and obtain materials samples from concept imagery
- Distribute information to appropriate consultants
- Design review and page-turn meeting
- Request Client to approve Design Development drawings to proceed into Construction Documents Phase

B.3 Deliverables

- Building Description
- Architectural Site Plan
- Architectural Plan(s) (Life Safety, Slab, Floor, Finish, Power/Data, Reflective Ceiling, Roof)
- Concept Material Imagery
- Exterior Elevation(s)
- Building Section(s)
- Wall Sections (if needed)
- Vertical Control Diagrams (stair and ramp sections, if applicable)
- Door Schedule
- Storefront Schedule
- Interior Partition Schedule
- UPDATED Code Summary
- Architectural Specifications
- Provide Material Board of product specifications including fixtures (plumbing, lighting, accessories)
- Provide Consultant Narrative (electrical systems selected and refined, structural systems selected and reviewed).

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

C. Construction Documents

C.1 Definition

This stage involves the preparation of technical design and detailing to include all products and materials that are selected and scheduled as required to be priced, permitted, and constructed.

C.2 Tasks

- Client approval of Design Development shall be requested before proceeding to the Construction Document phase
- Organize, attend, and record project meetings with Client
- Coordinate and integrate the work of consultants, confirm consultant proposal still valid with current scope.
- Prepare specifications in accordance with the drawings and the Client's requirements
- Document checking and quality control review
- Finalize Building Code Analysis/Compliance Diagrams
- Finalize selection of all materials, fixtures, finishes and specifications
- Distribute information to appropriate consultants
- Final design review and page-turn meeting
- Request Client to approve Construction Documents drawings to proceed into Construction Procurement Phase
- Upon completion of Construction Documents, LEVY DYKEMA will register and submit documents to Registered Accessibility Specialist (RAS) for ADA Review as required by law. The registration fee will be billed to the Client as a reimbursable expense. Plan Review and Inspection fees will be billed directly to the client from RAS.

C.3 Deliverables

- Building Description
- Architectural Site Plan, As Needed
- Architectural Plan(s) (Life Safety, Slab, Floor, Finish, Power/Data, Reflective Ceiling, Roof)
- Exterior Elevation(s)
- Building Section(s)
- Wall Sections (if needed)
- Architectural Details
- Architectural Specifications on Drawings
- Vertical Control Diagrams (stair and ramp sections, if applicable)
- Door Schedule
- Storefront Schedule
- Interior Partition Schedule
- FINAL Code Summary

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

SVL

D. Permit Expedite/Plan Review Comments

D.1 Definition

This stage involves submitting the applications and documents to presiding jurisdiction for building permits.

D.2 Tasks

- Record the Client's agreement to proceed with this stage of work.
- Record Clients agreement to submit application to the appropriate authorities where required.
- Arrange, attend, and record pre-application meetings with authorities, consultants & other relevant parties
- Assist Client with planning/building application process.
- Submit documents to presiding jurisdiction for the building permit.
- Owner will be required by Texas law to have the facility inspected for compliance with Texas Accessibility Standards within one year of completion.
- All fees to be directly paid by Client. LEVY DYKEMA can assist in determining the fees.

D.3 Deliverables

- N/A

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

E. Bidding/Negotiation

E.1 Definition

This stage involves a range of contract and administration procedures to identify and evaluate potential contractors and/or specialists for the construction of the project.

E.2 Tasks

- Record the Client's agreement to proceed with this stage of work.
- Client supplied data coordination
- Project coordination
- Client consultation
- Assist Client in determining the preferred method of construction contract/contractor negotiation/bid
- Consult with Client regarding building contract issues such as insurance, bonds, liquidated damages, and other issues affecting the construction of the project.
- Assist Client in determining the preferred bidding process (Bid Evaluation) (One 2-hour meeting with project team, if necessary)
- Issue relevant documents to the prospective contractor(s) describing the scopes of work and to enable a bid or bids to be obtained for the construction of the work (Issue Bidding documents)
- Issue Addenda (when, if necessary)
- Answer RFI's, review submittal requests, compile bids, review bids, and present bids to Owner Contractor selection.
- Review Construction contract between Client and Contractor
- Coordinate the preparation of pre-bid estimates of the estimated cost of construction

E.3 Deliverables

- Bid Tabulation

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

F. Contract Administration

F.1 Definition

This stage involves the administration of the building contract up to and including practical completion.

F.2 Tasks

- Record the Client's agreement to proceed with this stage of the work.
- Arrange, attend, and record periodic site meetings. (Progress reports/evaluation)
- Respond to Client inquiries (Client Consultation)
- Provide the contractor with technical assistance to interpret drawings
- Review and comment on selected work procedures provided by the contractor
- Review and comment on selected shop drawings and product data provided by the contractor
- Review mock-ups and work samples
- Review and approve contractors' application for payment
- Provide a Punch List

F.3 Deliverables

- Field Reports (if applicable)

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

G. Exclusions/Additional Services

- Colored conceptual renderings during the design phase are included in the scope of services. However color photo-realistic renderings for marketing level distribution are not included in the basic services.
- Furniture, art & accessories budget and selection for pricing review, procurement, or installation
- Revisions of scope changes, including re-design, are not estimated, or included in this scope of services and may result in a longer timeline
- If revisions are required, beyond phase deliverables, changes will be re-defined with Client and billed at corresponding hourly rates or an Additional Services proposal will be presented.
- Special Studies/Reports (Planning Tenant or Rental Spaces, etc.)
- Marketing
- Project Management
- Branding/Wayfinding
- Alternative Bid Details and Special Bid Documents
- Presiding jurisdiction fees (Plan Review, Permit, etc.)
- Americans with Disabilities Act (ADA) fees (Plan Review & Inspection)
- Leadership in Energy and Environmental Design (LEED) Services, Austin Energy Green Building (AEGB).
- Meetings beyond those allotted within this proposal will be billed at standard hourly rates
- Building Owners Management Association (BOMA) calculations are an additional service.

General Terms

Client Initials:

LEVY DYKEMA Initials:



A.1 Brief

Statements and materials assembled by the Client with the Architect's assistance to summarize the Client's initial requirements, to address the Client's preferences and priorities, and to summarize the impact of context, environment, and prevailing legislation at the time of signing this Agreement.

A.2 Construction Cost

The latest professionally prepared estimate for the final cost of constructing all elements of the Project designed or specified by the Architect, including:

Any contingencies for changes in work or design
reserve cost allowances

The cost of any equipment and/or materials provided (as if new) or to be provided by the Client to a contractor for installation during construction of the Project

- Any direct costs carried out by, or on behalf of, the Client
- Provision for contractor's profit and overheads.
- The Construction Cost shall not include:
- VAT, GST, (other applicable tax)
- Design fees
- Cost of the land
- Any loss and/or expense payments paid to a contractor
- Any liquidated damages deducted by the Client
- The costs of resolution of any dispute
- The Client's legal and in-house expenses.

A.3 Agreement

The agreement between the Client and the Architect consisting of Parts 1, 2, 3 and 4 of this document and all attachments listed.

A.4 Architect

The person, company or firm identified as the Architect in Part 1 of this Agreement.

A.5 Client

The person, company or firm identified as the Client in Part 1 of this Agreement.

A.6 Consultant

A person, company or firm appointed by the Client to perform professional services in connection with the Project.

A.7 Fee Proposal

The fee structure set out in Part 1 of this Agreement that is payable to the Architect as agreed by the Client and the Architect.

A.8 Hourly Rates

The hourly charge-out rates of the Architect set out in section G of Part 1 of this Agreement.

A.9 Project

The project identified in Part 1 of this Agreement, more specifically detailed in section C of Part 1 of this Agreement.

A.10 Project Schedule

The period of time agreed by the Client and the Architect for completion of the Services as set out in section E of Part 1 of this Agreement.

General Terms

Client Initials:

LEVY DYKEMA Initials:

A.11 Services

The Services to be performed by the Architect as specified in the Part 2 of this Agreement. Services may be varied by the Client in accordance with this Agreement.

A.12 Site

The premises where the Works are to be carried out.

A.13 Works

Any permanent or temporary structure, building, fixture or access constructed or required to be constructed on the Site as part of the Project.

B. Architect's Obligations

B.1

The Client and the Architect shall work together in a spirit of mutual trust and cooperation. In relation to the Services, either party shall advise the other upon becoming aware of:

B.1.1

- A need to vary the Services, the Project Schedule or Construction Cost, the fees and/or any other part of this Agreement

B.1.2

- Any incompatibility with any of the Client's requirements in the Brief or between the Brief, any Client's instructions, the Construction Cost, the Project Schedule and/or the approved design or any need to vary any part thereof

B.1.3

- Any information or decisions required from the Client or others in connection with the performance of the Services

B.1.4

- A need to appoint consultants or other persons to design or carry out any part of the Works or to provide specialist advice or additional inspection services in connection with the Project, and the parties shall agree how to deal with the matter.

B.2

The Architect shall provide the Services set forth in this Agreement exercising a reasonable level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

B.3

The Architect shall perform the Services with due regard to any schedule, including the Project Schedule, and/or budget agreed with the Client. Notwithstanding the aforesaid, the Architect does not warrant that the Services or the Project will be completed in accordance with any such schedule or budget, nor does the Architect warrant that approvals from third parties will be granted.

C. Client's Obligations

C.1

The Client shall supply the Architect with the Brief and shall advise the Architect of the relative priorities of the Brief, the Construction Cost and the Project Schedule by way of meetings and written directions or communications as necessary to ensure complete understanding of such Project priorities by the Architect.

General Terms

Client Initials:

LEVY DYKEMA Initials:

C.2

The Client will directly appoint all other consultants required by the Project which may include, but is not limited to: cost consultant, landscape architect, engineers and surveyors. The Client will require that said Consultants maintain professional liability insurance as appropriate to the services provided. Upon the Architect's request the Client shall furnish the Architect with copies of the Consultant's scope of service.

C.3

The Client shall directly appoint the contractor and where required subcontractors and require that said contractor and subcontractors maintain professional liability insurance as appropriate to the services provided. Upon the Architect's request, the Client shall furnish the Architect with copies of the contractor's and subcontractors' scope of service.

C.4

The Client shall hold each such Consultant/subconsultant/contractor/subcontractor, however appointed, and not the Architect, responsible for the proper performance of their services and shall require such other party(s) to cooperate with the Architect to enable the Architect to properly and effectively perform the Services.

C.5

Where decisions are required of the Client, such decisions shall be given in a reasonable time to the Architect to enable the Architect to perform the Services properly and in a timely manner.

C.6

The Client shall commit adequate resources to the Project to enable the Architect to perform the Services properly and in a timely manner.

D.1

The Client must pay to the Architect, in accordance with Part 1 of this Agreement, all fees due plus applicable taxes and expenses as specified in Part 1 of this Agreement. The Fee Proposal is based on the Project Schedule stated therein.

If the Services covered by this Agreement have not been completed within the period allowed under the Project Schedule through no fault of the Architect, an extension of the Architect's Services beyond that time shall be compensated as additional services and chargeable by the Architect on an hourly basis at the Hourly Rates.

D.2

In addition, the Fee Proposal covers only the Services set out in Part 2 of this Agreement. Any additional services required to be performed by the Architect over and above such Services shall also be chargeable on an hourly basis at the Hourly Rates. The Architect shall advise the Client as soon as practicable that additional services have been, or are being, carried out and that, as a consequence, additional fees are payable.

D.3

All fees are to be paid within 28 days of invoice. Amounts due under an invoice and not paid within the period stated above will be subject to interest at a rate of 18% per annum. Interest will be applied pro rata on the outstanding balance by dividing the rate by 365 to obtain a daily rate and multiplying that percentage by the number of days the balance is overdue. If the fees are not cleared in the Architect's bank account by the due date, the Architect does not guarantee to continue to provide the Services.

General Terms

Client Initials:

LEVY DYKEMA Initials:

D.4

Where, for any reason, the Architect provides only part of the Services set out in the Part 2 of the Agreement, the Architect shall be entitled to payment in full for all Services completed together with a fair and equitable proportion of the outstanding fee, to reflect the proportion of partial services completed.

E. Set Off

E.1

The Client may not deduct, reduce or withhold any payments due to the Architect under this Agreement by reason of claims or alleged claims against the Architect.

F. Copyright and License

F.1

The Architect retains copyright in all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by the Architect in connection with the Project ("the Materials").

F.2

The Architect hereby grants, subject to payment of all outstanding fees, to the Client a non-exclusive limited license to use and reproduce the Materials for all purposes relating to the Project.

F.3

The Architect shall have no liability for any use of the Materials other than that for which the same were originally prepared and provided.

F.4

Such limited license shall, in any case, not extend to the Client developing (whether itself or through a third party) any models or merchandise based on the Materials. Any such activity would be subject to separate terms, including an entitlement of the Architect to suitable royalties.

F.5

If the Architect rightfully terminates the Agreement for causes as specified in section K, the license granted under section F will be revoked.

G. Publicity

G.1

The Client shall, where required by the Architect and subject to section F above, in any publicity relating to the Project, credit the Architect as architect.

G.2

The Architect shall be entitled to royalties on any invention, new product or exploitation of any images arising out of the Services and/or the Materials.

G.3

The Architect shall have the right to publish photographs and information about the Project in its practice brochure and other promotional material.

H. Insurance

H.1

The Architect shall take out and use reasonable endeavors to maintain the following insurances for the duration of the period of liability referred to in clause I.4:

General Terms

Client Initials:

LEVY DYKEMA Initials:

H.1.1

- Professional Indemnity Insurance in the sum of not less than \$2,000,000 per / \$2,000,000 aggregate

H.1.2

- General liability insurance in the sum of not less than \$1,000,000 per / \$2,000,000 aggregate

H.1.3

- Workers' compensation or any other similar employer's liability insurance in the sum of not less than \$1,000,000

The maximum extent permitted by law:

I.1

Subject to the remaining clauses of this section, the Architect's total liability to the Client under this Agreement (including the performance or non-performance of the Services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the maximum amount (after deducting any excess payable) the Architect is entitled to recover under any of the contracts of insurance set out in section H in respect of any fact, matter or circumstance giving rise to the liability.

I.2

The extent of the Architect's liability, whether in contract, in tort, in equity, under statute or otherwise, is reduced proportionately to the extent that the Client and/or any other person, including any third party, has contributed to the claim, liability, damage, loss or expense and irrespective of whether such contribution arises in contract, tort or otherwise.

I.3

If the Architect is liable to the Client, whether in contract, in tort, in equity, under statute or otherwise, the Architect will only be liable for any reasonable foreseeable and fully mitigated damage, loss or expense incurred by the Client, caused directly by a breach of the Architect's legal obligations. The Architect has no liability to the Client in respect of any indirect, consequential, or special losses (including loss of profit, loss of business, opportunity and payment of liquidated sums, or damages under any other agreement).

I.4

The Architect has no liability in respect to the Services after the expiration of 10 years from the completion of the Services subject to any compulsory limitation of action provisions which cannot by law be excluded or restricted in any contracts made between the parties.

I.5

In the circumstances where the Services (as described in Part 2 of this Agreement) are reduced, limited or varied by later agreement or the Agreement is terminated prior to the completion of the Services, the Architect's liability will attach only to those services actually performed and then only to the extent that the reduction of that part of the Services has not compromised or not denied the Architect the opportunity to correct the performed services or to otherwise mitigate the Client's loss.

General Terms

Client Initials:

LEVY DYKEMA Initials:

I.6

The Architect is not liable for any damage, loss or expense incurred by the Client as a consequence of any change that the Client or any other person makes to the Architect's construction documents, or from any variation to the Works from the Architect's construction documents or any variation to the Project resource consent or the Project building consent, made without prior written notice to or approval by the Architect.

I.7

The Architect shall not be liable to any person other than the Client, and disclaims responsibility, in tort or otherwise, for any liability, damage, loss or expenses suffered or incurred by such person. In the event that the Project to which the Services relate is leased, transferred, sold, or otherwise disposed of in part or whole to other persons, then the Client warrants that such persons shall be advised in writing that the Architect accepts no responsibility in law to them. In the event of breach of this clause, the Client and in the case of a company, its directors, shall fully indemnify the Architect against any claim by such persons, whether such claim is in tort or otherwise.

I.8

The Client shall indemnify the Architect against the adverse effects of all claims including claims by third parties which arise out of or have a connection with this Agreement and are made after the expiry of the period of liability referred to in clause I.4 subject to any compulsory limitation of action provisions which cannot by law be excluded or restricted in any contracts made between the parties. For avoidance of doubt the indemnity includes claims in negligence made against the Architect.

I.9

The Client acknowledges that the Architect operates through employees, directors, officers, agents and sub-consultants and agrees that no reliance has or will be placed on them personally by the Client in connection with this Agreement on the performances of the Services.

I.10

The limitations of liability as described above will confer, to any extent relevant, a benefit on the employees, directors, officers, agents or sub-consultants of the Architect.

I.11

If any of these clauses is void as a result of any applicable legislation, or any regulations or rules promulgated thereunder, then the Architect's liability for a breach of a condition or warranty is limited to the:

- Supplying of the relevant services again or
- Payment of the cost of having the relevant services supplied again.

J. Assignment

J.1

Neither the Architect nor the Client shall assign the whole, nor any part, of the Agreement without the consent of the other in writing. Such consent shall not be unreasonably withheld.

K. Termination or Suspension

K.1

The Client may suspend the performance of any or all of the Services, by giving not less than 7 days written notice to the Architect, specifying the service or services to be suspended.

General Terms

Client Initials:

LEVY DYKEMA Initials:

K.2

The Architect may suspend performance of the Services and its obligations under this Agreement by giving 7 days written notice to the Client of the intention to do so and the grounds for doing so, in the event that the Client is in default of payment of any fees, or other amounts due, or is otherwise in default of its obligations hereunder. When the reason for the suspension is removed or resolved, the Architect shall resume performance of the Services and its obligations.

K.3

If any period of suspension arising from a valid notice served either by the Client on the Architect, or served by the Architect on the Client, exceeds 6 months, the Architect shall be entitled to treat this Agreement as being terminated with immediate effect.

K.4

The rights to terminate this Agreement shall not prejudice any other right or remedy of either party in respect of any breach or cause of action accrued at the date of termination.

K.5

If the Client terminates the Architect for its convenience under this agreement, or the Architect terminates this Agreement, the Client shall pay a fee as compensation for the Client's continued use of the Architect's Instruments of Service solely for purposes of completing, using, and maintaining the Project as follows: 20% of A/E Fee.

L. Dispute Resolution

L.1

The parties shall seek to resolve any dispute or difference arising under this Agreement in good faith.

L.2

If the parties cannot resolve such dispute or difference within 7 days of either party serving notice on the other that a dispute has arisen, then either party may submit the dispute to mediation by delivering to the other a written proposal of mediation.

L.2.1

- A proposal of mediation must state the name of the mediator accredited by an appropriate professional body in the state or territory of the law that applies; who is independent and willing to act.

L.3

If the parties are unable to agree on the choice of a mediator, or if the chosen mediator is unable or unwilling to act, then within 7 days after the proposal is delivered, State of Texas, in the place of the law that applies, must be requested to nominate a mediator.

L.4

Any agreement between the parties shall be recorded in writing and once signed by representatives of the parties, shall be binding on the parties.

L.5

The parties will bear their own costs of preparing and submitting evidence to the mediator. If the mediator finds that the mediation has been initiated or conducted frivolously or vexatiously then the mediator shall have the power to order the party so initiating or conducting the mediation to pay the reasonable costs of the other party for preparing for and attending the mediation. If such costs cannot be agreed, then these costs will be assessed by the mediator whose decision shall be binding on the parties.

General Terms

Client Initials:

LEVY DYKEMA Initials:

L.6

If the parties are unable to resolve the dispute or difference by mediation, confirmed by the mediator in writing, either party may take legal action to resolve the dispute.

M. General

M.1

The law applicable to this Agreement shall be the law of the state or territory of the Architect's address stated in this Agreement.

M.2

The Architect shall be entitled to rely upon the accuracy and completeness of:

- the information furnished by the Client and
- the Client's approvals.

M.3

The Architect is not responsible for ensuring the Project complies with the building contract documents, but when engaged for contract administration services, is required to instruct the building contractor regarding requirements of the building contract documents, according to the contract terms.

M.4

The Architect gives no express or implied warranty that the Project is fit for the Client's purpose.

M.5

Any natural materials selected for the Project may change in appearance and dimension following exposure to use or climatic conditions and this is normal behavior for such materials.

M.6

The scope of the Services does not include any services in relation to asbestos, other hazardous materials, or any other site contaminant.

M.7

Upon the completion of the Project, the Client is responsible for ongoing and regular maintenance of the Project, including its systems, finishes and equipment.

M.8

Nothing makes ineffective, or reduces, any protection at law from liability which the Architect is entitled to in the state of territory of the applicable law.

M.9

This Agreement supersedes all prior agreements relating to the Services for the Project and does not apply to any services provided by the Architect before the formal execution of the Agreement.

N. Notice of Defects

N.1

If, during the term of the Agreement or after completion of it, the Client becomes aware of any problem with the design, fault or defect in the Project, or non-compliance with the Project's contract documents, the Client must promptly, but not later than 7 business days after becoming aware of it, notify the Architect about it in writing. If the Client does not do this, the Client will be treated as having waived any claim the Client may have against the Architect (in contract, tort or otherwise) in relation to the problem, fault or non-compliance.

General Terms

Client Initials:

LEVY DYKEMA Initials:

11

0.1

LEVY DYKEMA would like to locate a LEVY DYKEMA company sign on the property upon beginning design work. If approved by you, the sign would reside on site from Design thru the end of Construction

0.2

In accordance with state law Client is notified of the following:

Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701, 512.305.9000, www.tbae.tx.us has jurisdiction over complaints regarding the practice of person registered as architects in the State of Texas.

0.3

The Architect shall not be bound by any agreements that precede or follow this agreement that may be held between the Client, Tenant, Broker, Developer, Client Representative, Contractor, and/or Sub-contractor.

0.4

Sole Recourse by Client against Architect's Firm: in the event of any dispute between the Architect and Client, Client agrees that its sole recourse shall be against the architectural firm (including any insurance applicable to that entity or the individual architects working for that firm), and not to the individual architects working for that firm; provided, however, Client shall be entitled to nominally name such individual architects in an action or proceeding if necessary to obtain jurisdiction or for similar purposes.

This agreement shall apply to any claims sounding in breach of contract, negligence, negligent misrepresentation, or any other claims arising in any way out of the Project, or the professional services described herein.

0.5

No Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with, or any cause of action in favor of, any individual or entity not party to this agreement.

The Architect's services are being performed solely for the Client's benefit, and no individual or entity shall have any claims against the Architect arising out of the performance or non-performance of the services described in this agreement. Client agrees to require a similar provision in all of its contracts with contractor(s), consultants, professionals, or other services or material suppliers with whom it enters into agreements for this Project.

0.6

No Damages for Delay: Client specifically agrees that, while Architect agrees to employ reasonable efforts to accomplish its work in a timely manner, Architect shall in no way be liable for damages of any kind for delays that might occur during the Project.

0.7

The Client agrees to indemnify and hold harmless the Architect concerning acts made in good faith relative to this project and that the maximum amount of damages for which the Architect may be held liable shall not exceed the total fee paid to the Architect under this agreement less any reimbursable expenses.

General Terms

Client Initials:

LEVY DYKEMA Initials:

0.8

If this Project is ever converted by Client or its successors to a condominium use, the notice required by Texas Prop. Code, Chapters 27 & 428 shall be contained in the public offering statement. Further, Client shall include in any purchase or sale agreement with individual unit owners that such owners shall be bound to the provisions of this agreement, inclusive, which shall apply equally to their purchase agreement and that as applied to the Architect, the words "Builder", "Construction Professional" or "Contractor" in such statutes shall be deemed to equally apply to "Architect".

Notwithstanding any other provision of this Agreement to the contrary, it is agreed that upon purchase or their respective condominium unit, the purchaser and owner of each unit shall be deemed an intended third-party beneficiary of this Agreement, subject to all terms and conditions of this Agreement as is the Client. This paragraph specifically modifies the B104 (2007 edition) of the AIA Agreement between Owner and Architect.

Architect has based its fee and evaluated its risk upon one contract with the Client. However, the parties recognize that the Client intends to sell off the condominium units to multiple owners, with anticipated financial reward to the Client as developer. Multiple unit owners expose the Architect to multiple risks, the cost of which cannot reasonably be incorporated into Architect's fee for this one project and one client. Client recognizes that there is a disparity in the risk to Architect on condominium projects and the Architect's fee.

Therefore, in recognition of the unusual nature of condominium projects and the increased exposure of the Architect to claims well beyond a single-owner project, it is agreed that for specific and adequate

consideration, the Client shall indemnify, defend and hold harmless the Architect, its Consultants and their respective officers, employees and agents from and against any claim, suit, demand, liability, damage, loss or expense (including attorney's fees and costs of defense) that arise from any class action lawsuit or lawsuit by any two or more unit owners, by the condominium association or its board of directors or equivalent managing body, or by any association representing the interests of the individual owners, related to the design or construction of this Project except where the Architect is found solely at fault. Unless prohibited by applicable law, this paragraph shall specifically apply to claims alleging the Architect's negligence.

Prior to the purchase of each condominium unit, the Client shall require each buyer to fully inspect the unit and related common areas, including the services of a residential inspector. Any defects shall be noted at the time of purchase and the buyer shall be required to sign a Certificate of Satisfaction noting that the buyer has fully inspected the unit and has had the unit and common areas inspected by a qualified inspector of its choice; that the unit is deemed acceptable even with the defects that are listed in the inspector's report. The Client and buyer shall allocate between them responsibility for repairing any defects noted in the inspection report. The Architect shall not be in control of, nor responsible for, the repair of any defects noted in the report, nor for the consequences of failing to make such repairs promptly by either Client or buyer.

General Terms

Client Initials:

LEVY DYKEMA Initials:

0.9

Other consultants may be required to advise or interpret various elements of the Design that fall outside the basic scope of services, such as Civil Engineering, Structural Engineer, MEP Engineering, Landscape Design, Geo Technical Engineering, Site Survey, Environmental Engineering and Construction/ Material Testing. We will, as part of our basic services, coordinate with these consultants; however, their fees are not included in the compensation for basic services and shall be paid by the Owner as the Owner's consultants.

0.10

If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may

- give written approval of an increase in the budget for the Cost of the Work;
- authorize rebidding or renegotiating of the Project within a reasonable time;
- terminate in accordance with this agreement;
- in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- implement any other mutually acceptable alternative.

If the Owner chooses to proceed, the Architect, with additional compensation agreed upon in writing in advance by Owner, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this agreement.

Signature Page

Client Initials:

LEVY DYKEMA Initials:

SVL

Agreement is made on 08/02/2023 between:

The Client

Name Joe Don Dockery, Commissioner Pct. 4
Address 133 E. Jackson Street, Burnet, Texas 78611
Contact Number 512-715-5235
Signature _____

Company Name Burnet County Auditor's Office

Duly authorized to sign on behalf of _____

And The Architect

Name Stephen V. Levy, President
Address 620 Congress Ave., Suite 100, Austin, TX 78701
Signature  _____

Company Name LEVY DYKEMA
Business Number 512-342-9177

For The Project

Project Name Burnet County Annex on the Square
Project Address 127 E. Jackson Street, Burnet, Texas 78611

It is hereby agreed as follows:

The Agreement

The Architect is appointed under the terms of this Agreement including:

- Part 1 – Fee Proposal
- Part 2 – Scope of Service
- Part 3 – General Terms and Conditions
- Part 4 – Signature Pages

which together comprise the Agreement between the Client and the Architect.

The Client agrees to engage the Architect subject to and in accordance with the terms of this Agreement and undertakes to carry out their duties in accordance therewith including payment of the Architect's fees and expenses as set out in Part 1 of the Agreement.

The Architect agrees to perform the services described in Part 2 of the Agreement and in accordance with the terms and conditions hereunder.

Please indicate the form in which you wish to receive invoices and statements by checking one of the boxes below.

- ☐ Email invoices and statements
- ☐ Email and Mail invoices and statements

LEVY

DYKEMA