

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 1st through 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: 03/03/2025

Requested by: Auditor's Office

Commissioners Court Date: 03/11/2025

AGENDA ITEM: Discussion/Action regarding the proposal from Architexas for Architectural Services for limited waterproofing and material displacement work at the Burnet County Courthouse.

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beirele

Commissioner Pct. 3 Collier

Commissioner Pct. 4 Dockery

**Burnet County Courthouse – Waterproofing & Material Displacement
PROPOSAL FOR FULL ARCHITECTURAL SERVICES**

February 25, 2025

Karin Smith
Burnet County Auditor
133 E. Jackson Street
Burnet, TX 78611
Phone: 512.756-5466
Email: ksmith@burnetcountytexas.org

ARCHITEXAS is pleased to submit this proposal for full Architectural services for limited waterproofing and material displacement work at the existing Burnet County Courthouse.

Architexas (AT) visited the site on February 6th, 2025 and met with Karin Smith, Commissioner Dockery, and Richard, their facility personnel. AT walked the site and building and reviewed the following areas where active water intrusion was apparent and areas where material displacement was visible: (1) Displaced stone veneer at the northwest and southwest corners of the building and above 1st floor window on the west elevation of the building; (2) Water leaks in the basement at the perimeter walls and ceiling structure of the 1974 Addition, leaks were generally limited to the portion of the building completely below grade; (3) Water leaks in the basement in the original portion of the building, specifically the penetration through the west wall of electric room 004; (4) Displacement of the concrete slab at the 1st floor to the south of the elevator and settlement crack in the floor between the original building and the 1974 addition; (5) Displacement of the concrete slab along the south wall of the County Attorney Office 109A and; (6) Displacement of metal base at various locations throughout the 1st floor of the original building with worst conditions in County Attorney 113C.

The Burnet County Courthouse is a historic courthouse subject to the Texas Courthouse Law (Texas Government Code, Title 4, Chapter 442, Section 442.008) as well as listed on the National Register of Historic Places. Architexas will prepare and review documents in conformance with all legal requirements of THC review and approval.

ARCHITEXAS' role is to be the Prime Architect managing our consultant team from Schematic Design to preparation of Bid Documents through Construction Administration. Based upon our understanding of the project needs, we propose to provide the following services:

A/E SCOPE OF SERVICES

TASK 1 – INITIAL INVESTIGATION
TASK 2 – PREPARATION OF LIMITED CONSTRUCTION DOCUMENTS
TASK 3 – CONSTRUCTION ADMINISTRATION

ARCHITEXAS proposes the following consultants on this project based upon their previous experience on projects of similar scope:

Basic Services

Architectural
Structural

ARCHITEXAS
Architectural Engineering Collaborative (AEC)

Specialty Consultants

Waterproofing

Acton Partners

TASK 1 – INITIAL INVESTIGATION

- 1.1 Review existing original drawings, alterations drawings, etc... in areas of work
- 1.2 Review previous foundation waterproofing work by Arredondo Group out of San Antonio 210.645.681. We will call to understand scope of work and materials used for waterproofing the 1974 addition in previous 2010 project.
- 1.3 Limited investigation, probes/test pits, and destructive testing in areas of water intrusion and material displacement to determine cause of damage and options for repair.
 - A. AT and structural engineer shall visit the site to review conditions and select locations for probes/openings. At the same time AT shall field measure site, building, and details in area of work.
 - B. When probes/openings are ready to be reviewed, AT, structural engineer, and waterproofing consultant shall visit the site to review openings.
- 1.4 Preparation of base drawings

Note: Digging of test pits and opening of probes is not included in this proposal. AT will provide a Drawing with locations and a description of extent of removal and shall coordinate the work with the County.

TASK 2 – PREPARATION OF LIMITED CONSTRUCTION DOCUMENTS

- 2.1 Prepare Construction Documents, including Drawings and Specifications, necessary to describe the work. If competitive bidding is required, AT will prepare front end documents for bidding. If competitive bidding is not required AT can provide a list of restoration contractors to complete the work. Anticipate two submittals, 95% CD for Owner Review and Bid Documents (Signed and sealed).

TASK 3 – CONSTRUCTION ADMINISTRATION

- 3.1 After award of the Construction Contract, Architexas will provide general administration of the project construction and will be the Owner's representative during construction until final payment.

Below is a list of services to be provided by Architexas during the construction phase of the project.

- Review submittals and shop drawings
- Respond to contractor (RFI) Request for Information
- Prepare (ASI) Architects Supplemental Instructions as necessary
- Prepare proposal requests/change orders
- Review & certify the contractors monthly Application and Certificate for Payment
- Prepare Field Reports after each site visit
- Review mock-ups related to the project work
- Provide interpretations related to the Construction Documents

Architexas will observe conformance of the Construction Documents and has allowed for three (3) site visits for an anticipated two (2) month Construction Period. We anticipate the following meetings:

<u>Site Meeting</u>	<u>No. of Site Visits</u>
Site Visits	2 (assume 2 month construction period)
Punch List	1
Total Site Visits	3

COMPENSATION

Architexas proposes to provide basic services (Architecture/Structural Engineering Services) as outlined in this proposal for a fixed fee of \$35,550. Reimbursable expenses are estimated to be \$1,500. The fee will be invoiced monthly based on completion of each task at the values listed below:

TASK 1 – INITIAL INVESTIGATION (30%)	\$10,665
TASK 2 – PREPARATION OF CONSTRUCTION DOCUMENTS (40%)	\$14,220
TASK 3 – CONSTRUCTION ADMINISTRATION (30%)	\$10,665
SUBTOTAL	\$35,550
REIMBURSABLE EXPENSES (estimated)	\$1,500
TOTAL	\$37,050

SUPPLEMENTAL SPECIALTY SERVICES

The following stipulated sum services are in addition to the Basic Services above:

1. Waterproofing Consultant, review probes/test pits related to foundation waterproofing and provide recommendations for repair or new waterproofing system

\$4,015

REIMBURSABLE EXPENSES

Expenses incurred in the interest of the project are excluded from the compensation for professional fees. Reimbursable expenses include mileage, hotel, meals associated with travel, copying, plotting and printing of A/E in-house documents, postage, mileage, delivery expenses, telephone, surveying services, and parking.

ADDITIONAL SERVICES

Additional Services are those services not included in Basic Services and for which Architexas will receive additional compensation. Additional Services must be authorized by the Owner in writing and accepted by Architexas prior to initiation of additional work. If additional services are requested, they will be invoiced at the following hourly rates:

Senior Principal	\$300.00 / hour
Principal	\$250.00 / hour
Senior Associate	\$200.00 / hour
Architect / Project Manager	\$150.00 / hour
Design Staff / CADD	\$100.00 / hour
Administrative Assistant	\$100.00 / hour

OWNER RESPONSIBILITIES:

1. Provide copies of relevant drawings, photographs, reports, and any other available pertinent data
2. Access to all spaces to observe existing conditions
3. Access devices or equipment such as ladders for surveying
4. Materials Testing and laboratory services during construction
5. Printing of documents for Owner review and bidding. Architexas will provide electronic copies of documents for owner review and bidding.
6. Review deliverables and provide feedback and necessary approvals to proceed with subsequent tasks

EXCLUSIONS

The following services are not provided by Architexas and its consultants as part of this proposal:

1. Intrusive investigation to uncover concealed or underground work
2. Test pits or selective demolition to uncover concealed conditions
3. TDLR Review, Variance, and Inspection Fees
4. Testing laboratory services, including materials testing
5. Hazardous materials monitoring services during construction
6. Detailed quantity take-offs or estimates of construction cost
7. Site visits beyond those indicated in this proposal
8. Modifications to the Construction Documents after receiving approvals from the Owner.
9. Preparation of multiple bid packages
10. Building permit application, by contractor

AGREEMENT

If you are in agreement with this proposal, please sign below. We look forward to continuing work with Burnet County.

Authorized Owner Representative:



Owner representative

Print

Date

Architexas:



Susan Frocheur RA NCARB, Principal

Susan Frocheur
Print

February 28, 2025
Date

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

Terms and Conditions

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

Access To Site:

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

Dispute Resolution:

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

Billings/Payments:

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

Late Payments:

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

Indemnification:

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

Certifications:

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

Termination of Services:

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

Ownership of Documents:

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

Hazardous Materials Indemnity

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

Information Provided By Others

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

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

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

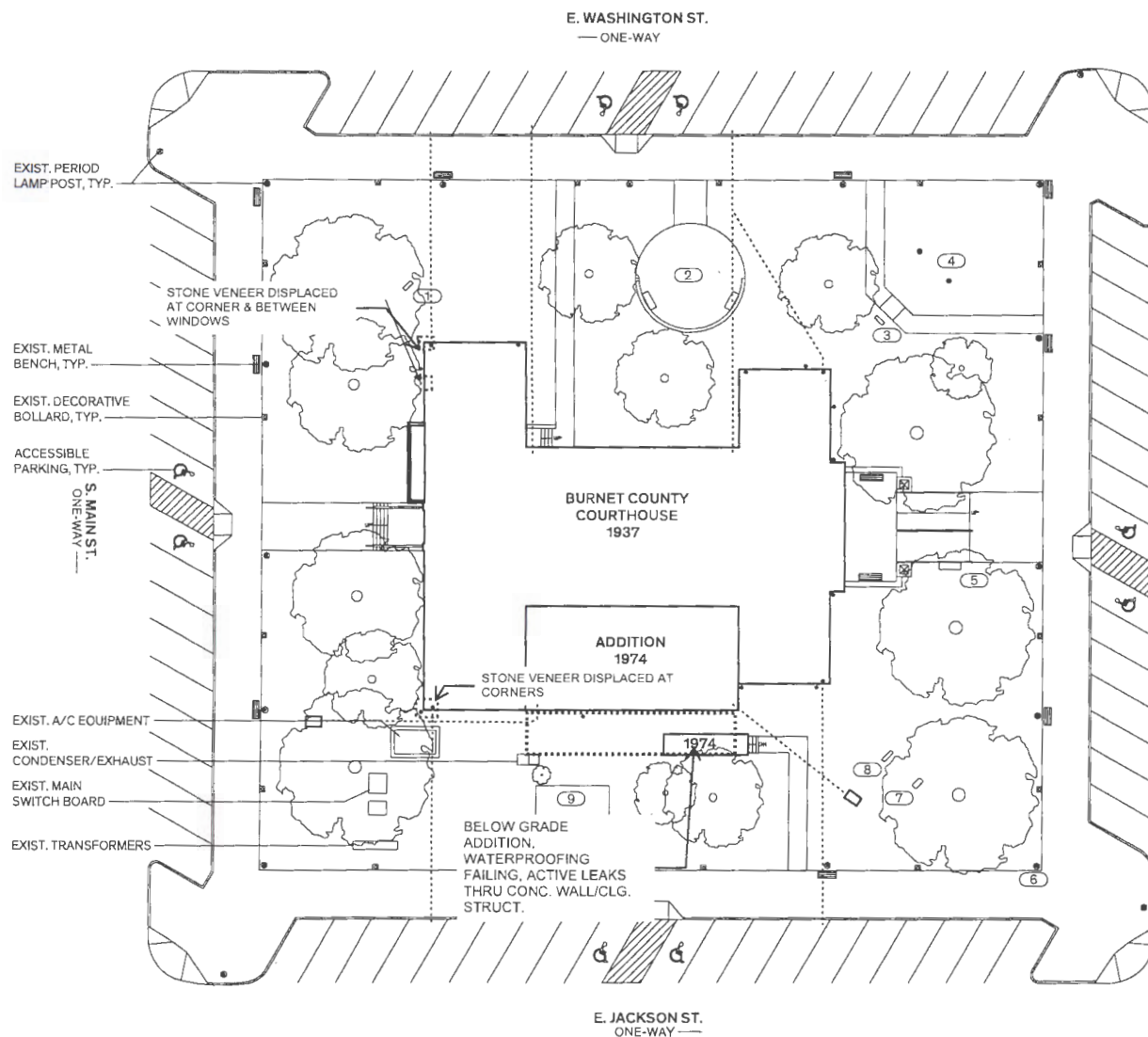
Limitation of Liability

To the fullest extent permitted by law, and notwithstanding 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 \$39,565.00, whichever is less. Liability due to gross negligence is not limited by this paragraph.

Proprietary Information

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

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



Legend

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

NOTES:

1. REMOVE SPRINKLER HEADS AT PERIMETER OF BUILDING
2. REMOVE PLANTING RETAINING WATER AT THE PERIMETER OF THE BUILDING
3. GRADE SOIL FOR PROPER SLOPE AWAY FROM THE BUILDING

- EXIST. DOWNSPOUT
- EXIST. SPRINKLER HEAD
- BELOW GRADE DOWNSPOUT LINE (PRIOR MP)

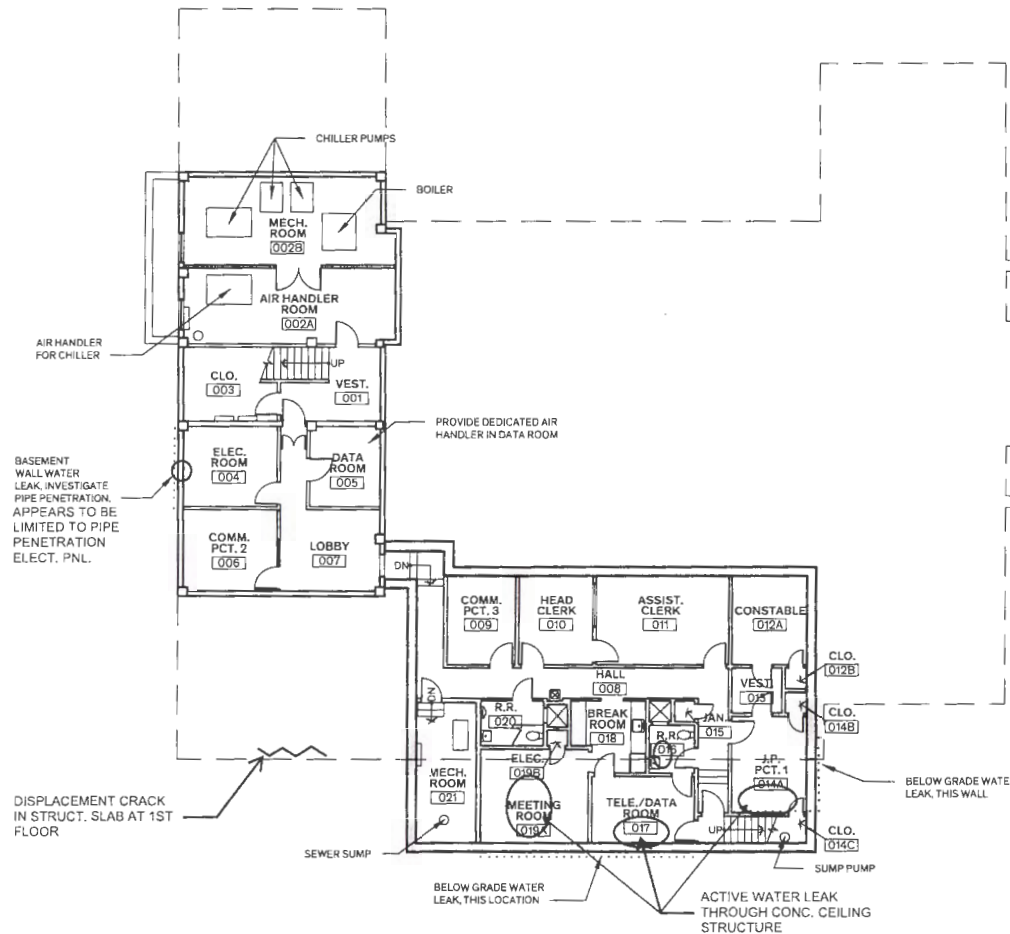
Existing Conditions Site Plan

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



Legend

	TERRAZZO CRACK
	PLASTER CRACKS IN WALLS
	NON-HISTORIC WALLS
	HISTORIC WALLS



Existing Conditions Basement Floor Plan

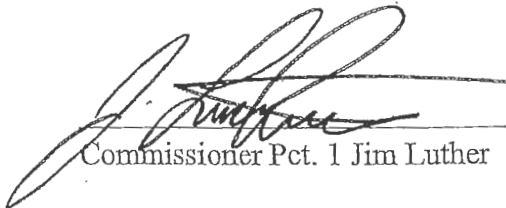
SCALE: $\frac{1}{4}" = 1' - 0"$



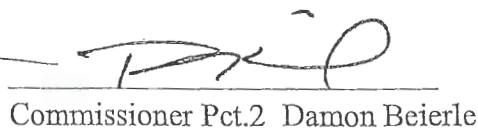
BURNET COUNTY COMMISSIONERS COURT ORDER AUTHORIZING BURNET
COUNTY COMMISSIONER DAMON BEIERLE TO PERFORM ACTIONS ON BEHALF OF
THE BURNET COUNTY COMMISSIONERS COURT DUE TO THE VACANCY OF THE
COUNTY JUDGE DUE TO THE RESIGNATION OF JAMES OAKLEY

On December 18, 2024 Burnet County Judge James Oakley submitted a letter of resignation effective January 2, 2025. The Burnet County Commissioners Court is comprised of five members. Its functions are not limited by the vacancy of one member. The presence of three members continues to constitute a quorum. A majority vote of the members of the Court continues to comprise the approval of an action item voted upon by the Court on any agenda matter that has been publicly posted. The business of the citizens of Burnet County continues unimpeded by the vacancy of one member of the Court. The County Judge leads public meetings of the Court, oversees day-to-day operations of the Court, and signs documents on behalf of the county regarding matters voted upon in public. The daily operations of the Court includes, but is not limited to, the supervision of various county departments that report to the Burnet County Commissioners Court. Until a County Judge is appointed by the Burnet County Commissioners Court, or is resolved or upon further action taken by the Burnet County Commissioners Court, it is hereby ORDERED that Commissioner Damon Beierle shall lead all public meetings of the Burnet County Commissioners Court. Commissioner Damon Beierle is given authority to sign documents on behalf of the county on matters voted upon in public previously and/or into the future. Commissioner Damon Beierle is given authority to oversee the day-to-day management of the Court. This action by the Burnet County Commissioners Court does not designate an interim County Judge. All remaining members of the Court continue their duties as an elected Burnet County Commissioner.

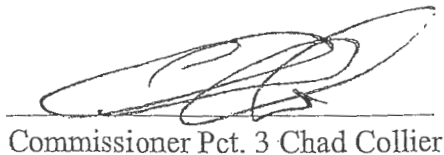
SIGNED ON THIS THE 3RD DAY OF JANUARY, 2025.



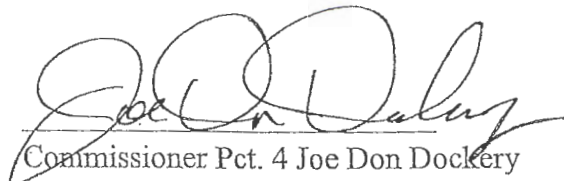
Commissioner Pct. 1 Jim Luther



Commissioner Pct.2 Damon Beierle



Commissioner Pct. 3 Chad Collier



Commissioner Pct. 4 Joe Don Dockery