

NOV 22 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson **TODAY'S DATE:** November 18, 2021

DEPARTMENT: X County Attorney's Office

SIGNATURE OF DEPARTMENT HEAD: X _____

REQUESTED AGENDA DATE: X December 22, 2021

SPECIFIC AGENDA WORDING:

Consideration and Approval of Contract Documents AIA B105 -2017 Standard Short Form of Agreement Between Owner and Architect with Attachment A (Design Proposal) and Incorporated Johnson County Contract Terms Addendum for Architectural Services in Conjunction with RFP 2022-220 to Construct a Johnson County Public Works Warehouse-Purchasing Department.

PERSON(S) TO PRESENT ITEM: Ralph McBroom / Robert Durham

SUPPORT MATERIAL: AIA B105 -2017 Standard Short Form of Agreement Between Owner and Architect with Attachment A (Design Proposal) for Storage Facility and Incorporated Johnson County Contract Terms Addendum.

TIME:	10 Minutes	ACTION ITEM:	YES
		WORKSHOP:	_____
(Anticipated number of minutes needed to discuss item)		CONSENT:	_____
		EXECUTIVE:	_____

STAFF NOTICE:

COUNTY ATTORNEY: _____ X _____ **ISS DEPARTMENT:** _____
AUDITOR: _____ X _____ **PURCHASING DEPARTMENT:** _____ X _____
PERSONNEL: _____ **PUBLIC WORKS:** _____ X _____
BUDGET COORDINATOR: _____ **OTHER:** _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

 **AIA**® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15 day of November in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Johnson County
2 North Main Street
Cleburne, TX 76033

and the Architect:
(Name, legal status, address and other information)

Robert Durham Architecture
8545 Crichton Ct.
Cleburne, TX 76033

for the following Project:
(Name, location and detailed description)

Project – Storage facility for Johnson County Texas. Facility engineered building system approximately 3,000 sf enclose Provide building pad approximately 6,000 sf. Work to include construction, foundations, metal building system enclosure, windows, skylights, restrooms, office, interior finishes, mecl electrical.

NB
#13

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Assist the Owner in developing a building program to determine the goals and needs of the proposed facility. Upon Owner acceptance, provide design documentation for the proposed facility.



Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Design Services: \$13,000.00
Reimbursable Expense: \$600.00

(Paragraph Deleted)

Payments are due and payable upon receipt of the Architect's monthly invoice.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond (9) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

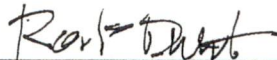
Additional Terms & Conditions:

Johnson County Contract Terms Addendum For Storage Facility
Attachment "A" - Robert Durham Architecture Design Service proposal dated October 12, 2021

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Roger Harmon County Judge
(Printed name and title)


ARCHITECT (Signature)

Robert Durham Principal in Charge
(Printed name, title, and license number, if required)

County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

2.4

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

Article XI, Section 7(a) of the Texas Constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

2.5

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

2.6

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

2.7

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

2.8

General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with Robert Durham Architecture in making such submission to the Texas Attorney General's Office. **Robert Durham Architecture** acknowledges and understands that contracts and agreements with a political subdivision of the State of Texas are public information and are not confidential.

2.12

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

2.13

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

2.14

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

2.15

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

2.16

Robert Durham Architecture certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **Robert Durham Architecture** states that it is not ineligible to receive State or Federal funds due to child support arrearages

2.17

Pursuant to Texas Government Code Section 2270.0001 et seq. **Robert Durham Architecture** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **Robert Durham Architecture** further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist

Roger Harmon

Roger Harmon
As Johnson County Judge

11-22-21

Date

Attest:

Becky Alley

County Clerk, Johnson County



11-22-21

Date

ROBERT DURHAM ARCHITECTURE:

Robert Durham

Robert Durham

11-15-2021

Date

ROBERT DURHAM
ARCHITECTURE

Attachment "A"

Design Service Fee:

1. Architectural	\$4,000
2. Mechanical and Electrical Engineering	\$6,000
3. <u>Structural Engineering</u>	<u>\$3,000</u>
4. Total Design Service Fee (1.thru 3.)	\$13,000

Reimbursable Expenses (printing) \$600

Additional Services: Additional services shall be provided as directed and agreed to by the Owner and Architect at hourly rates noted below or as otherwise mutually agreed.

Additional Services: rates as noted below:

Hourly Rates:

\$185.00	Architect
\$125.00	Technical (drafting)
\$ 45.00	Administrative/Clerical

Reimbursable Items (Not Included):

1. Roofing Consultant
2. Landscape Design Services
3. Transportation in connection with the Project, authorized out-of-town travel and subsistence
4. Fees paid for securing approval of authorities having jurisdiction over the Project
5. Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service
6. Renderings, models and mock-ups requested by the Owner
7. Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants
8. Civil Engineering – grading & drainage

Owner Furnished:

1. Survey: topographical and legal description of the property
2. Soils Testing / Evaluation
3. Tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials
4. Interior furnishings