

ROBERT DURHAM  
ARCHITECTURE

911 Center

May 25, 2022

Mr. Ralph McBroom, Purchasing Agent / Josh Green, Director – Facilities Management

City of Cleburne  
1102 E. Kilpatrick Street, Suite B  
Cleburne, Texas 76031

Reference: Request for Additional Services  
Design Service Contract: Robert Durham Architecture  
Johnson County 911 Call Center  
1102 E. Kilpatrick Street  
Cleburne, TX 76033

Dear Sir,

The architect requests additional services due to expanded requirements for the project. The additional services for structural engineering and mechanical/electrical engineering will be required for the completion of the design for the project.

<u>Additional Services</u>	<u>RFQ Scope</u>	<u>Current Scope</u>
1. Project Scope	5,000 sf	7,850 sf
2. Tornado Shelter requirement	Shelter not identified	UCC 500 required
3. Structural requirement	IBC 2015	increase resistance as requested by Owner

Phase I

Programming \$ 3,500

Phase II

1. Architectural \$30,000  
2. Mechanical and Electrical Engineering \$ 6,000  
3. Structural Engineering \$ 6,000  
4. Civil Engineering \$20,000  
5. Reimbursable Expenses (printing) \$ 3,000  
6. Total Phase II Design Service Fee (1.thru 5.) \$65,000

**Add Service Request:**

7. **Additional Mechanical & Electrical Engineering** \$ 4,000  
8. **Additional Structural Engineering** \$ 7,000  
9. **Amended Phase II Contract Amount (6.+7.+8.)** \$76,000  
10. **Add Service request \$11,000 increase (9.-6.)**

COMMISSIONERS COURT

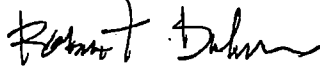
MAY 31 2022

Approved

ROBERT DURHAM  
ARCHITECTURE

Please get in touch should any questions arise.  
Thank you for your consideration

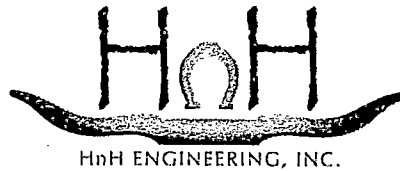
Sincerely,



Robert Durham, AIA

Attachments:

1. Blackmon Engineering - add service proposal dated 05-02-22
2. HnH Engineering proposal dated 04-18-22



**An Agreement for the Provision of Limited Professional Services**

Design Professional Firm: HnH Engineering Inc.  
105 Sproles Drive  
Benbrook, TX 76126

Client: Robert Durham Architecture  
8545 Crichton Court  
Cleburne, TX 76033

Date: April 18, 2022

Project Name: Johnson County 911 Call Center

Scope/Intent and Extent of Services:

Our scope of basic services will be as follows:

- Foundation and framing design and construction drawings for a new single story, 7,150 sq. ft. call center.
- The foundation design will be based on an owner provided geotechnical report. We assume the interior floor slab will be cast in place concrete on a prepared subgrade to limit potential soil movement to one (1) inch. A suspended slab design is not included in our scope of services.
- The structure will be designed using structural steel. We understand there will be a safe room with load bearing CMU walls and a concrete ceiling.
- The design of the exterior metal stud curtain wall and interior metal stud partitions is not included in our scope. We assume the architectural specifications will include a performance specification requiring the metal stud design to be included in the shop drawing submittal.
- Construction Administration services are as follows:
  - o Review shop drawings and testing records
  - o Perform two (2) on-site observations during construction as requested as part of a general review of conformance with the contract drawings. We assume a certified testing agency will provide site inspections and material testing per City and Project Specification requirements.

Additional Services:

- If additional services are requested beyond the scope of basic services outlined above, we may request an additional fee based on a rate of \$150 per hour.

Fee Arrangement:

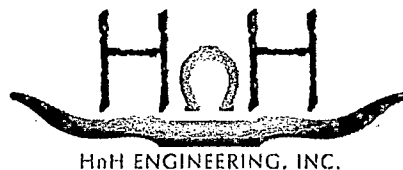
For the aforementioned services, we propose a lump sum fee of **Thirteen Thousand Dollars (\$13,000).....(\$11,500 CDs + \$1,500 CA).**

Offered by:

Accepted by:

Will Austin Herbert, PE

**The services 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 Firm will take precautions to minimize damage due to these 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.

### **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:**

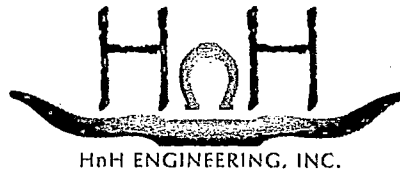
This Agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### **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.

### **Jobsite Safety**

Neither the professional activities of the Firm, nor the presence of the Firm or its employees and subconsultant's at a construction/project site, shall impose any duty on the Firm, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.



### **Jobsite Safety (cont'd)**

The Firm and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Firm and the Firm's subconsultants. The Client also agrees that the Client, the Firm and the Firm's subconsultant's shall be made additional insured's under the General Contractor's policies of general liability insurance.

### **Hazardous Materials Indemnity**

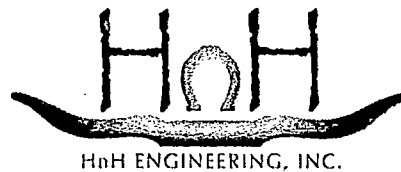
The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Firm, its officers, partners, employees and subconsultant's (collectively, Firm) from and against any and all claims, suits, demands, liabilities, losses, 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 Firm.

### **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 Firm 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 Firm 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 Firm. The Firm'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 Firm because of this Agreement or the performance or nonperformance of services hereunder. The Client and Firm 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.

**Limitation of Liability**

In recognition of the relative risks, rewards, and benefits of the Project to both the Client and Firm, the risks have been allocated such that the Client agrees that, in no event and to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, whether arising out of contract, tort, negligence, warranty, strict liability or any other legal or equitable theory, shall not exceed \$50,000 or the amount actually paid by the Client to the Firm for Firm's services, whichever is greater.

**Consequential Damages**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Firm, 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 Firm 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.



May 2, 2022

## PROPOSAL

Robert Durham Architecture  
[robert@rdurhamarchitecture.com](mailto:robert@rdurhamarchitecture.com)

We have reviewed the proposed plans for 911 Call Center & Tornado Shelter (7,200sf), located in Cleburne, Texas and we offer to do the mechanical, electrical, and plumbing plans as well as mechanical and lighting comchecks. Site Visits are included in the below fee. The following pertinent information must be supplied to our firm to commence work on the project.

1. Water location, sewer location and flow direction, electrical location, and type of service available, gas location (if available), soil report (if applicable), and a reflected ceiling plan with lighting schedule will be supplied to our firm, along with a complete information work sheet.
2. Owner-Architect will also supply any special outlets requirements and their location, as well as location of outlets, switches, and telephone-computer outlets.
3. Plans as outlined above will include generic specifications on the plan sheets, but no book of specifications for the price quoted.

Plans, when completed, will be sent to architect/owner for review, and upon completion, one paper set and one set in portable document format (pdf) with engineering seal will be made available.

### Items Not Included in Proposal -included but not limited to

- Sprinkler and fire alarm systems
- Foundation
- Structure
- Envelope Comcheck
- Sight-Lighting
- Roof Drains
- Photometrics

### Fee Structure

- The above work will be done for a fee of **\$10,000.00**. **All payments are due upon receipt of plans.** Payment plans available with prior approval, please contact our office for more details. Invoices over ninety (90) days past due will incur finance charges of 1.5% monthly. The above fees include doing the work

above, one (1) set of owner changes and one (1) set of city comments. Any changes to the plans or elevations after approval may result in additional charges. If the scope of the work changes drastically, we will discuss this with you prior to moving forward on the project as additional fees may incur.

- Larry L. Blackmon, Inc., will commence work upon receipt of a signed proposal and completed information sheet. Should more than ninety (90) days pass before we receive a signed proposal and completed information sheet, Larry L. Blackmon, Inc., reserves the right to renegotiate the terms of the proposal.

**Hold Harmless and Defend**

The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Engineer, its officers, directors, employees, and sub-consultants (collectively, Engineer) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its consultants, contractors, or anyone for whom the Client is legally liable.

Larry L. Blackmon, Inc., must be notified in writing of the client's intent to terminate this agreement and discontinue the project. The client will be invoiced for all services rendered and expenses incurred up to the date we receive the notice of the client's intent to terminate the project. Prior payments will be applied to this invoice.


All documents produced by Larry L. Blackmon, Inc., under this agreement shall remain the property of, Larry L. Blackmon, Inc., and may not be used by the client for any other endeavor without the written consent of the firm.

- By signing this document, the client accepts all the terms and conditions within this proposal making it a valid contract and agrees to be solely responsible for payment of the above project.

I look forward to working with you and hope the above is acceptable.

Sincerely,  
Larry L. Blackmon, P.E.  
President

**AGREED & ACCEPTED:**

By:  Date: 5-31-2022

By: \_\_\_\_\_ Date: \_\_\_\_\_





**ROBERT DURHAM  
ARCHITECTURE**

8545 Crichton Court  
Cleburne, TX 76033

1 214.673.4460

robert@rdurhamarchitecture.com  
www.rdurhamarchitecture.com

**Preliminary**

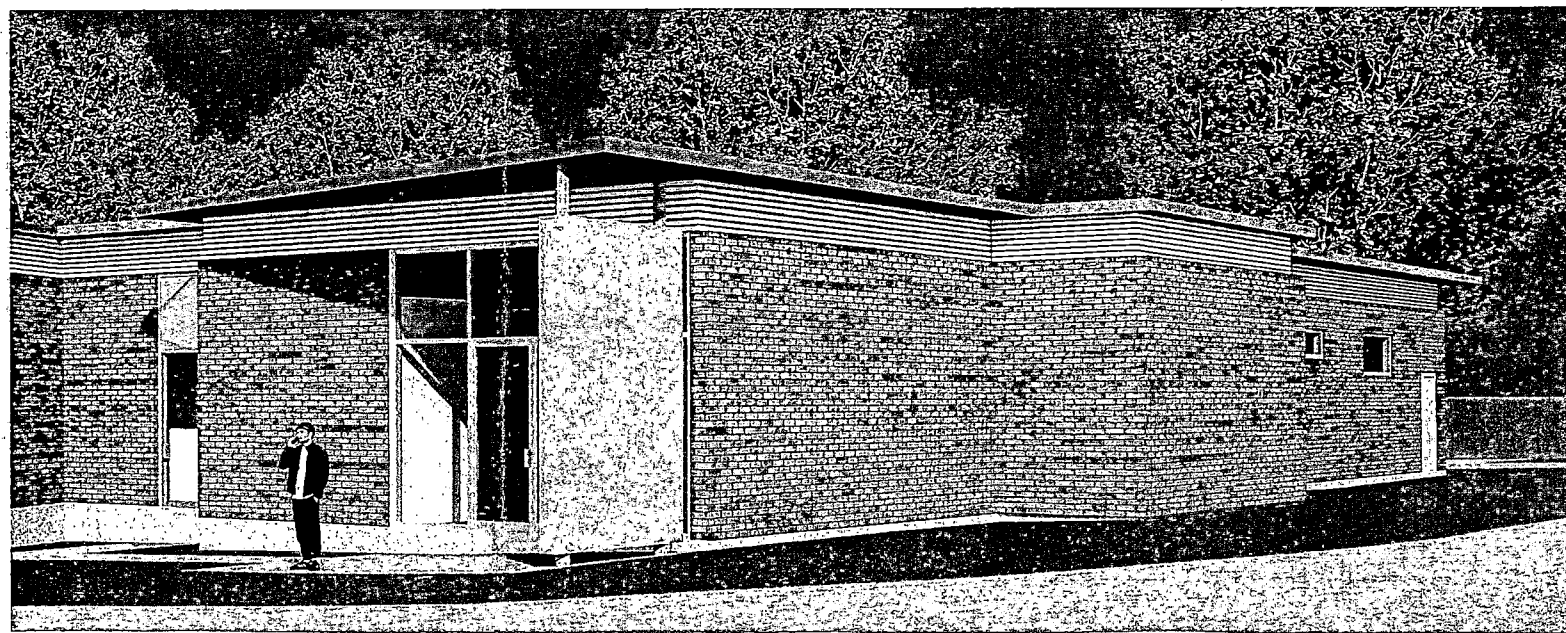
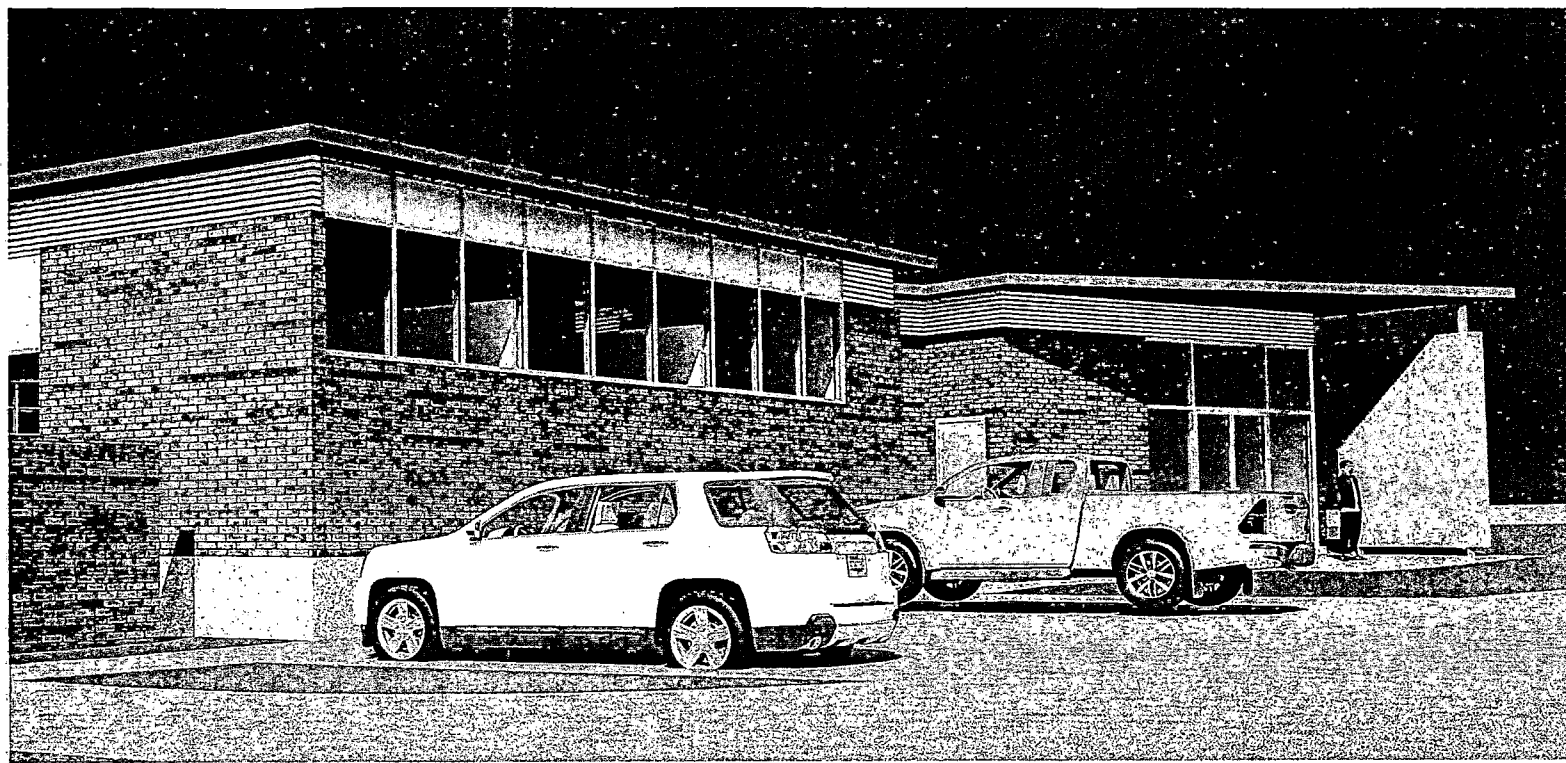
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Durham Architecture

911 Call Center  
Johnson County  
1102 E. Kilpatrick  
Cleburne, TX 76033

No.	Description	Date

Title





**ROBERT DURHAM**  
ARCHITECTURE

8545 Crichton Court  
Cleburne, TX 76033

1214.673.4460

robert@rdurhamarchitecture.com  
www.rdurhamarchitecture.com

Preliminary

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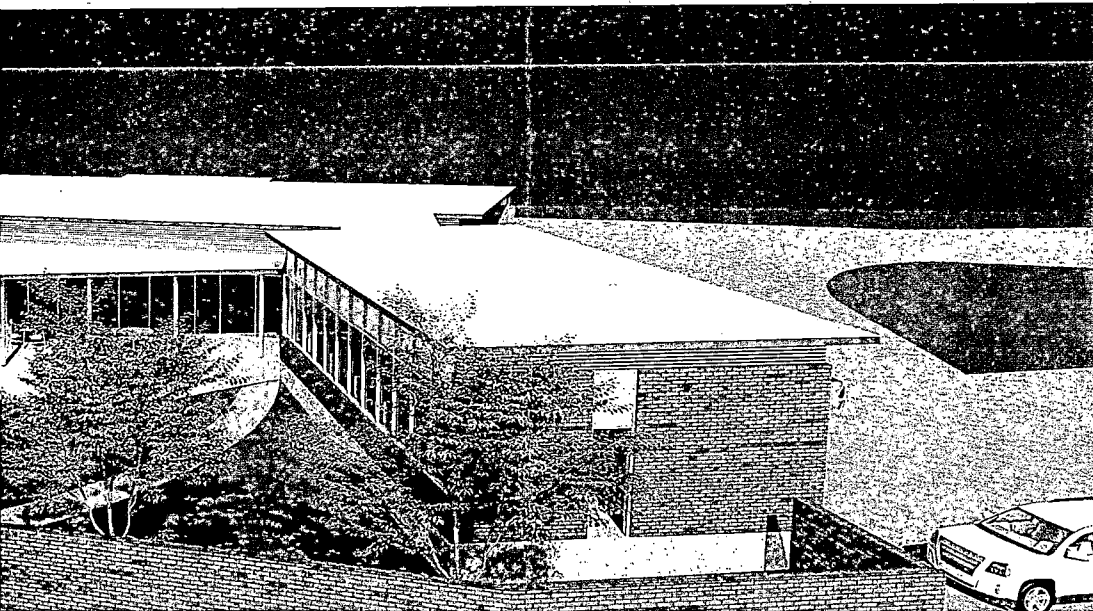
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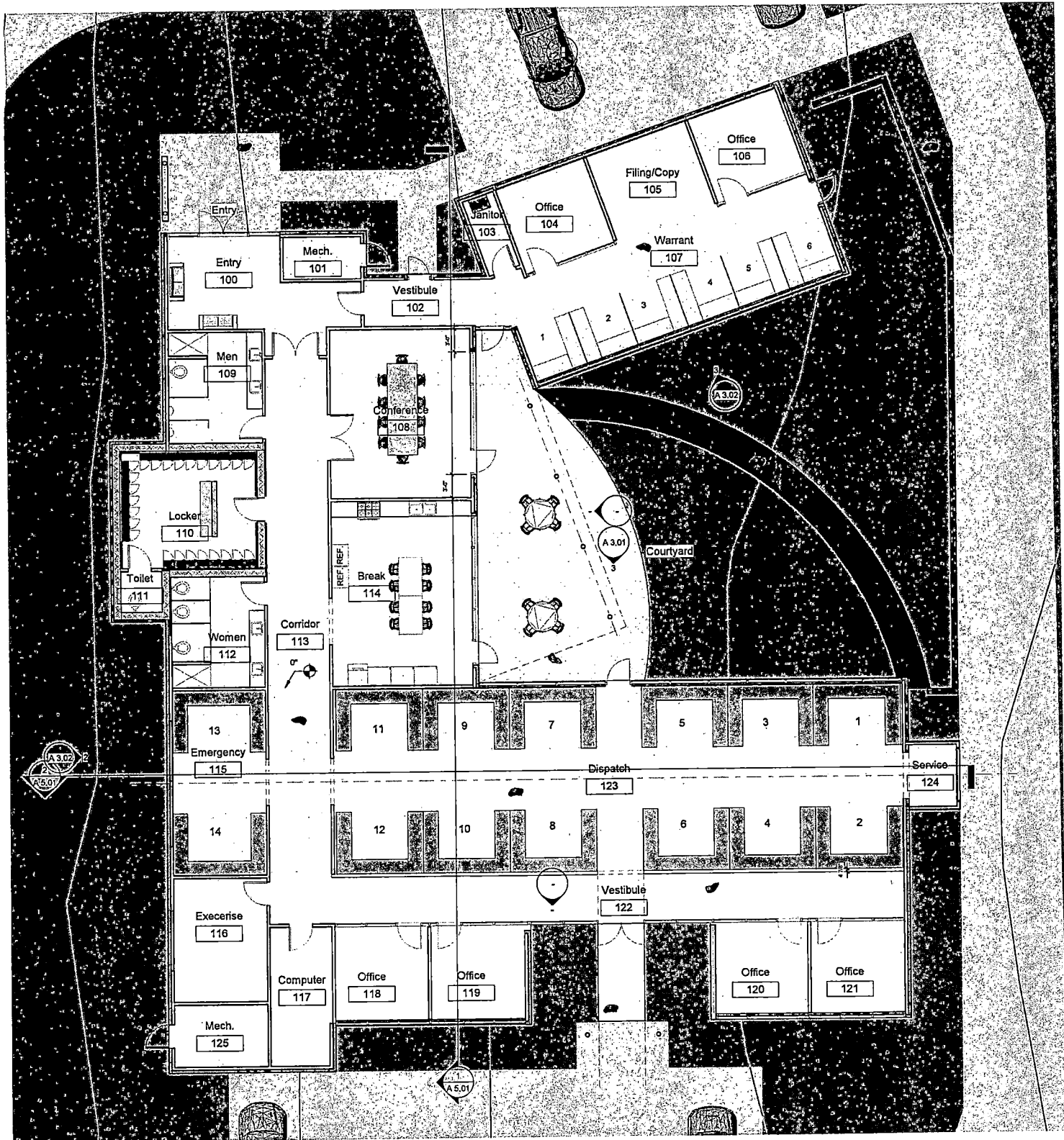
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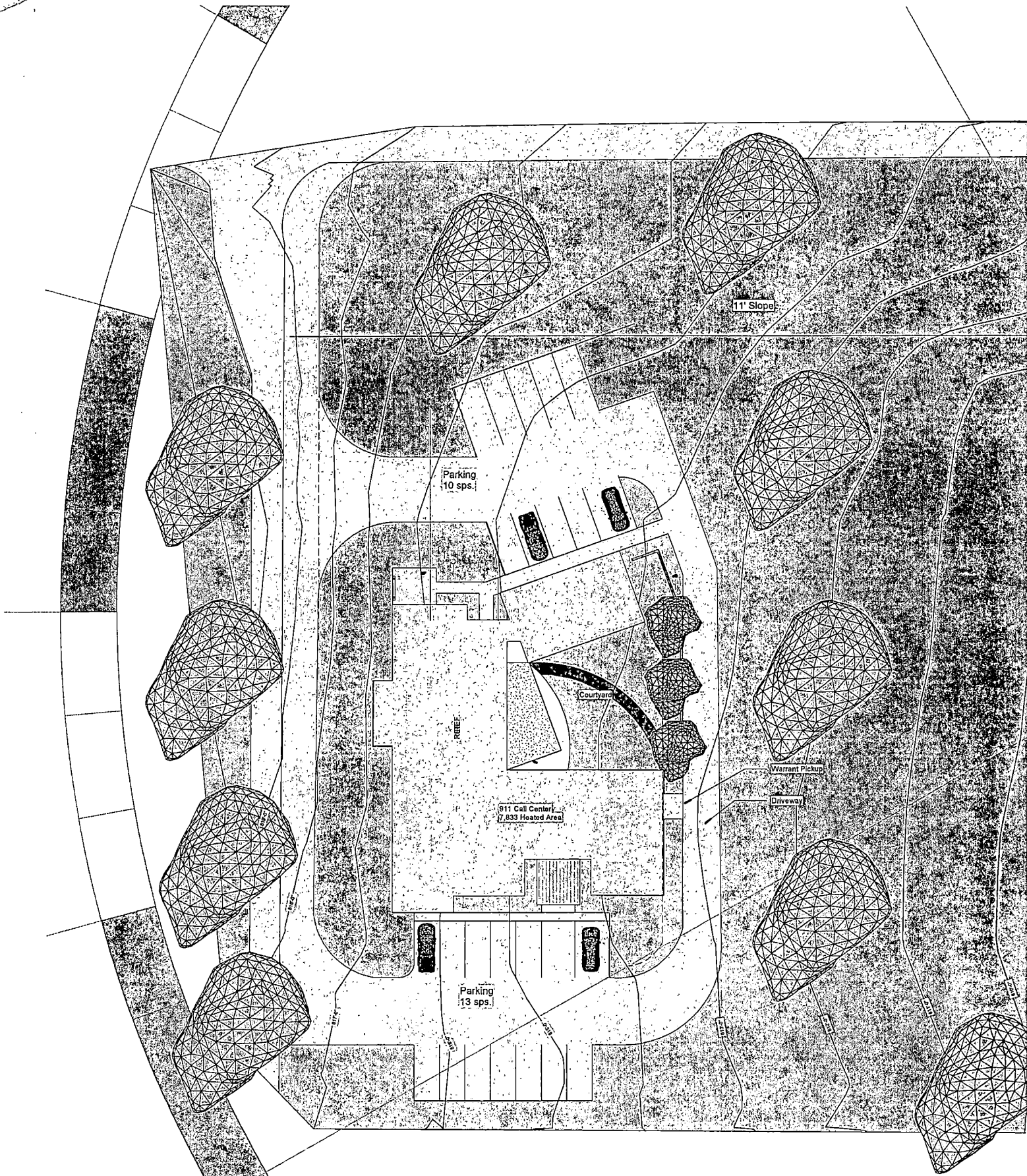


③ Rear 1  
12" = 1'-0"





① Level 1 - Reference  
 1/8" = 1'-0"

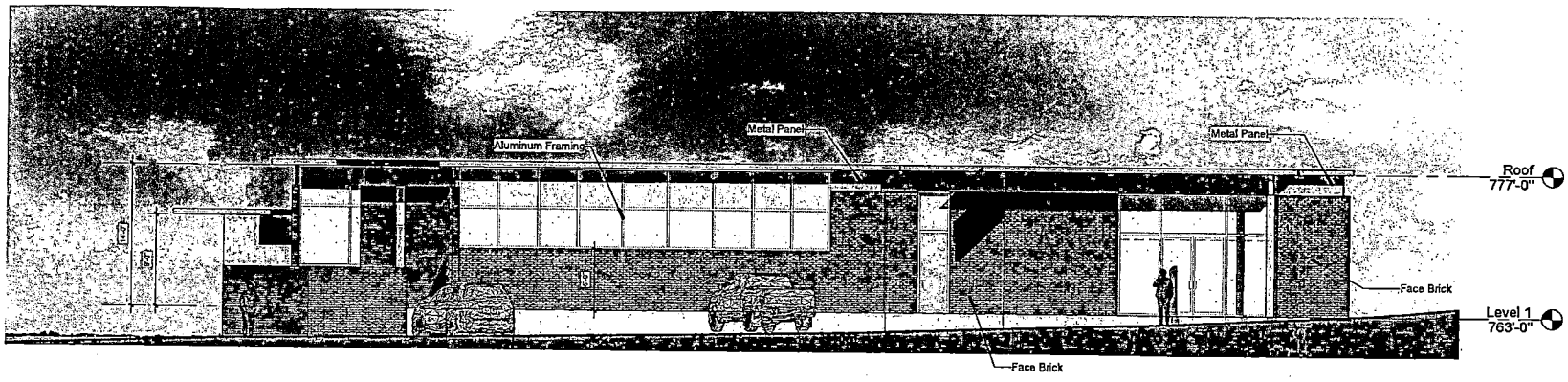


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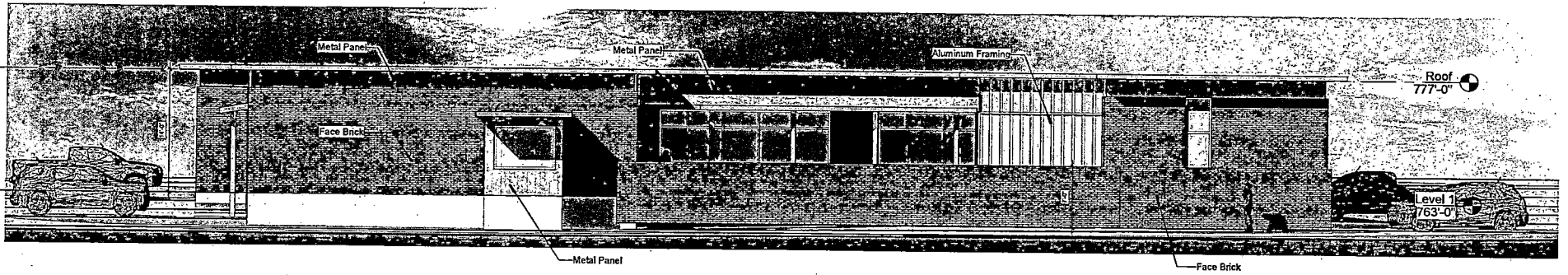


① Site Plan  
1" = 20'-0"



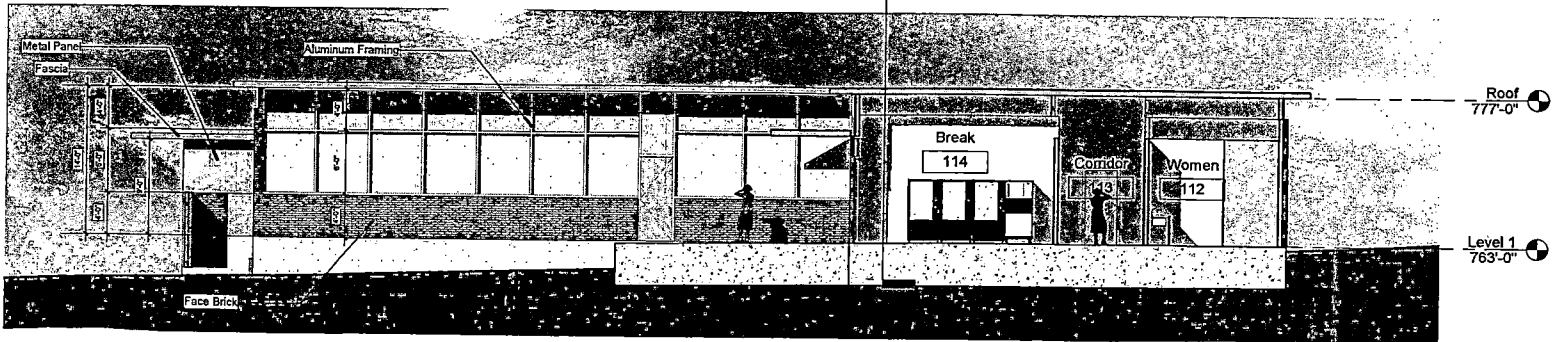


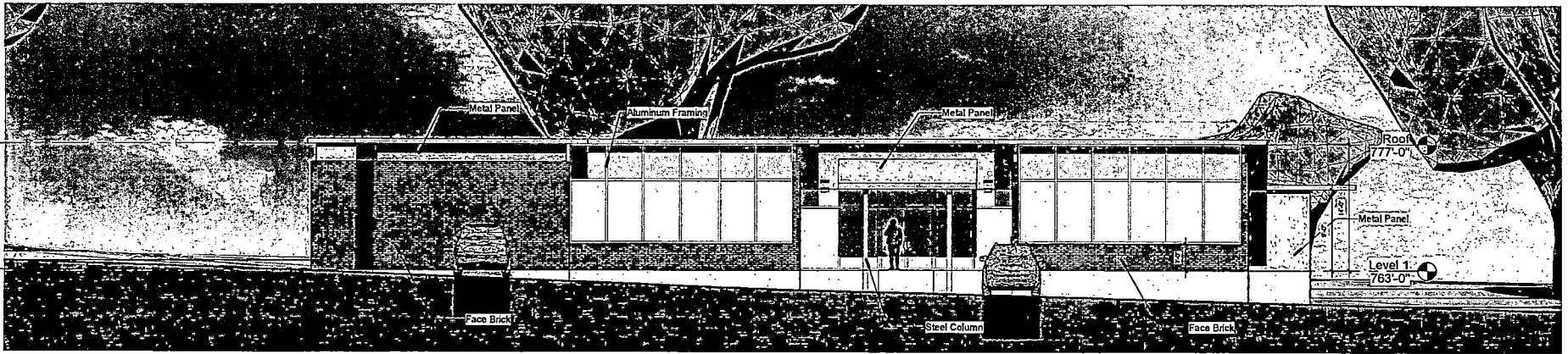
② North  
1/8" = 1'-0"



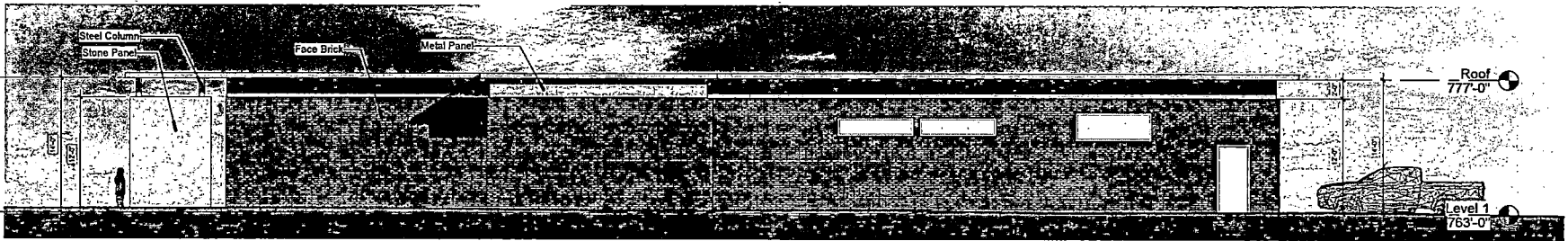
① East  
1/8" = 1'-0"

1  
A 5.01





① South  
1/8" = 1'-0"



② West  
1/8" = 1'-0"

