

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

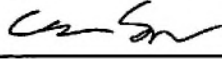
Date: 4/12/2024

Meeting Date: 4/22/2024

Submitted By: Codey Sibley

Department: Facilities Management

Signature of Elected Official/Department Head:



<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>

<p>April 22, 2024</p>

**Description:**

Consider and Approve Architexas Project Proposal in the amount of \$3000 for Historic Preservation Grant Application Services at the Historic Courthouse; with Authorization for County Judge to Sign - Facilities Management

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(May attach additional sheets if necessary)

Person to Present: Joshua Green - Facilities Management Director

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

Check All Departments That Have Been Notified:

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

April 11, 2024

Codey Sibley  
Assistant Director  
Johnson County Facilities Management  
411 Marti Drive  
Cleburne, TX 76033

**Re: Johnson County Courthouse  
Proposal for Historic Preservation Services**

Dear Codey:

Architexas is pleased to submit this proposal for historic preservation services for the Johnson County Courthouse in Cleburne, TX. Architexas and Phoenix 1 Restoration will tour the building with County personnel to identify and document the work the County would like to include in upcoming grant cycle with the Texas Historical Commission. Architexas will assist the County with completing the grant application for the Round XIII application which is due on May 13, 2024.

**PROJECT TEAM MEMBERS**

Architexas	Architect
Phoenix 1 Restoration	Cost Estimator

Consultants and scope not included in our scope of services that are to be contracted and paid by the Owner:

Environmental Survey & Consulting (Hazardous Materials)  
Site Surveyor  
Geotechnical  
Registered Accessibility Specialist (TDLR fees for registration, review and inspection)  
Construction Materials Testing Lab  
MEP Engineering  
Civil Engineering  
Structural Engineering  
Landscape Architect  
Interiors (FF&E)

**COMPENSATION**

Architexas will provide grant application services for a lump sum amount of \$3,000 plus reimbursable expenses.

**REIMBURSABLE EXPENSES**

Reimbursable expenses necessary to perform the above services will be invoiced in addition to the fees described above at a rate of 1.1 times the actual expense. Reimbursable expenses include, but are not limited to, the following:

- Agency fees
- Mileage @ 0.67 cents/mile
- In-house printing (printing, copying, and plotting, fax)
- Mail and delivery charges
- Other expenses directly associated with delivery of the work

Thank you for allowing Architexas the opportunity to submit this proposal. If this proposal is acceptable, please sign below and we will prepare a contract for professional services listed in this proposal.

Sincerely,



David Chase, AIA LEED AP  
Principal

**Authorization**

Christopher Boedeker, County Judge

Authorization by:

(Please print name and title)

 April 22, 2024

Signature

Date

## Terms and Conditions

### **Additional Services:**

Additional services, meetings, consultation and correspondence beyond the scope of work described will be billed on an hourly basis utilizing the rates established in this proposal.

### **Access to Site:**

Unless otherwise stated, Architexas 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. Architexas 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 Owner and Architexas shall be submitted to non-binding mediation. Owner and Architexas 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 Architexas' 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 Owner, and without liability whatsoever to the Owner, 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 Owner shall pay all costs of collection, including reasonable attorney's fees.

### **Certifications:**

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

### **Termination of Services:**

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

### **Information Provided By Others**

The Owner shall furnish, at the Owners expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Architexas 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. Architexas shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owners 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 Owner or Architexas. Architexas' services under this Agreement are being performed solely for the Owners benefit, and no other party or entity shall have any claim against Architexas because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architexas agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultant'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 Owner nor the Architexas, their respective officers, directors, partners, employees, contractors or sub-consultant'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 Owner and Architexas 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 Owner and anyone claiming by, through or under the Owner, 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 sub-consultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$45,000 whichever is greater.

**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.