

AGENDA PLACEMENT FORM

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

Date: 2/13/2025

Meeting Date: 2/24/2025

Submitted By: Joshua Green

Department: Facilities Management

Signature of Elected Official/Department Head:



Court Decision: <small>This section to be completed by County Judge's Office</small>	
	2-24-25

Description:

Consideration and Approval To Amend The Budget for Architectural Design for the Johnson County Annex Building. By Increasing the Amount to \$13,750.00 for Engineering Fees and Assessment for Robert Durham Architecture. Johnson County Facilities Management

(May attach additional sheets if necessary)

Person to Present: Joshua Green

(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: 3 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**

Approved in CC on 9/11/2023

ROBERT DURHAM ARCHITECTURE

Joshua Green,
Director Facilities
Management 411
Marti Drive.
Cleburne, TX 76033
jgreen@johnsoncountytexas.org

Date: February 11, 2025

Reference: Architectural Design Service Proposal – Johnson County Annex Building
– **Add Service Request #1**

Robert Durham Architecture proposes to provide Architectural Design Services as follows: Facility: Existing 3 Story (above grade) circa 1970's Building – approximately 28,000 sq. ft
- located in downtown Cleburne

Assist Owner in developing a building program to determine the goals and needs for Johnson County.

Building Program:

- Develop & establish project goals & objectives.
- Needs assessment i.e. spatial analysis and relationships.
- Investigate similar facilities to determine the best feasible approach to the proposed facility.
- Assist Owner in establishing a scope of work.
- Provide preliminary project budget.
- Prepare final report with recommendations for the proposed facility.

ROBERT DURHAM ARCHITECTURE

Design Service Fee:

Building Program:

1. Programming	\$ 3,500
2. Reimbursable Expenses (paid by invoice)	\$ 3,000
3. Structural Engineering Assessment Report	\$ 1,750
4. Mechanical/Electrical Engineering Assessment	\$ 5,500
5. Amended Contract Amount	\$13,750

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/C

Reimbursable Items (Not Included):

1. Structural Engineering
2. Mechanical / Electrical Engineering
3. Civil Engineering
4. Acoustical Evaluation
5. Roofing Consultant
6. Landscape Design Services
7. Communications Consultant
8. Security Consultant
9. Transportation in connection with the Project, authorized out-of-town travel and subsistence
10. Fees paid for securing approval of authorities having jurisdiction over the Project
11. Renderings, models and mock-ups requested by the Owner
12. 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

8545 Crichton Court | Cleburne, TX 76033 | t 214.673.4460
robert@rdurhamarchitecture.com | www.rdurhamarchitecture.com

ROBERT DURHAM
ARCHITECTURE

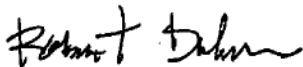
Owner Furnished:

1. Survey: topographical and legal description of the property
2. Soils Testing / Evaluation
3. Tests, inspections, and reports, such as structural, mechanical, chemical tests, tests for air and water pollution, and tests for hazardous materials
4. ADA Review and Inspection
5. Energy Compliance Report

Payment: Invoices will be furnished as follows:

Monthly Progress billing based on % of work completed, to date

Sincerely,



Robert Durham, AIA
Robert Durham Architecture

Attachments:

1. Jones*DBR contract
2. Vector Engineering Contract

August 7, 2024

Mr. Robert Durham, AIA
Robert Durham Architecture
8545 Crichton Ct.
Cleburne, TX 76033

**PROJECT: JOHNSON COUNTY – ANNEX– FACILITY ASSESSMENT
CLEBURNE, TEXAS**

Dear Mr. Durham:

JonesDBR Engineering Company, LLC is pleased to submit a fee proposal for Mechanical, Electrical, and Plumbing (MEP) Engineering Services to provide a facilities assessment for the referenced project.

Our engineering fee, including expenses, shall be a lump sum of **Five Thousand Five Hundred Dollars (\$5,500.00)**.

Our scope of work includes the following items:

1. Perform an on-site investigation of all visible Mechanical, Electrical, Plumbing aspects of an existing building.
 2. Review available data, drawings and previously written reports.
 3. Evaluate the "MEP" systems to determine the status of each major component including type, condition, age and life expectancy.
 4. Provide written description of existing systems and major equipment components.
 5. Document any discovered code violations.
 6. Review and comment on the available plans and specifications.
 7. Review building's available Service Request Logs and notations of any recurring or unusual items.
 8. Assist with the programming phase to ensure MEP spaces are accounted for.
 9. All work related to asbestos or asbestos abatement is not part of our scope or work.
 10. Due to the fact that the project is existing and there are areas that will be inaccessible, our investigation is limited to viewing visible components in operation. We cannot guarantee the continued operation of any item of equipment or system. We do not perform any capacity tests or detailed investigation of individual items of equipment.
- Our investigation is only intended to be a rough overview of the installation and maintenance of the systems as installed. No attempt will be made to determine the cause of any system malfunction.
11. We recommend the HVAC systems be energized at least 12 hours prior to the investigation. We will not energize any item of equipment or remove any panel covers or access doors because of liability problems.

12. We plan to perform the majority of the observations during regular working hours. We will need unrestricted access to all portions of the building, and a ladder at the site for inaccessible areas. Obviously, any area of the building that is restricted or inaccessible will not be investigated.

13. We have not included any engineering time for equipment life cycle analysis.

PROJECT AGREEMENT

1. If this project is delayed or abandoned for more than 90 days from date of proposal, it is our option to renegotiate or terminate this agreement.

All billing shall be done in accordance with our standard office billing procedure with invoices delivered to your office on or about the first day of each month. We will invoice you for percentage completed on the project, with payment due upon receipt of our invoice.

A 1.5% per month charge will be added to all unpaid invoices after 60 days.

2. Should the construction of this project be abandoned or delayed, we will invoice you for the percentage of Engineering completed at that time. The invoices will be due and payable as stated above.

3. The hourly billing rates shall be as follows:

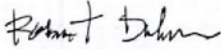
Principal	\$300.00/hour
Practice Area Leader	\$265.00/hour
Senior Project Manager	\$240.00/hour
Senior Commissioning Agent	\$225.00/hour
Senior Commissioning Engineer	\$220.00/hour
Senior Engineer	\$210.00/hour
Project Manager	\$210.00/hour
Senior Construction Administrator	\$200.00/hour
Engineer	\$200.00/hour
Senior Designer	\$200.00/hour
Quality Control	\$190.00/hour
Commissioning Agent	\$175.00/hour
Construction Administrator	\$165.00/hour
Engineer in Training	\$155.00/hour
Sustainability Professional	\$155.00/hour
Designer	\$145.00/hour
BIM Modeler	\$115.00/hour
Business Administrative Assistant	\$110.00/hour
Construction Clerk	\$110.00/hour

ACCEPTANCE

If this proposal meets your approval, please indicate your acceptance by providing your signature in the space provided below and returning this signed original to our office. We will proceed with the work upon receipt of the executed proposal.

Accepted by Client:

By (signature):



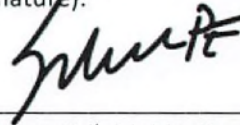
Print Name: **Robert Durham**

Title: **Principal**

Date: **10-28-2024**

Accepted for JonesDBR Engineering Company, LLC

By (signature):



Print Name: Erik M. MacDonald

Title: Principal

Date: August 7, 2023

When accepted by Client this proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. JONESDBR is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If JONESDBR proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

EXECUTION

Any agreement that these terms and conditions are incorporated into, including the exhibits and schedules made a part thereof, constitutes the entire agreement ("Agreement") between JONESDBR and CLIENT, and supersedes and controls over all prior written or oral understandings. Except as set forth in the paragraph titled "Changes" in these terms and conditions, this Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

CHANGES

Subject to JONESDBR's rights to change these terms and conditions, the parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by JONESDBR are estimates to perform the services required to complete the project as JONESDBR understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. JONESDBR will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services result in an increase or decrease in the cost of or time required for the performance of the services, an equitable adjustment shall be made and the Agreement modified accordingly.

CONTROLLING AGREEMENT

These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any agreement, proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

INVOICES

JONESDBR will submit invoices monthly or more frequently as appropriate for services rendered and CLIENT will make prompt payments upon receipt of JONESDBR's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and sub-consultant expenses will be marked up 10% to cover administrative and insurance costs.

When CLIENT is the Architect, CLIENT shall make payment immediately (within 7 days) after receiving payment from owner.

CLIENT shall make prompt payment to JONESDBR when JONESDBR is prime consultant.

JONESDBR will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in JONESDBR's invoices for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify JONESDBR of the dispute and request clarification and/or correction. After any dispute has been settled, JONESDBR will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for JONESDBR. JONESDBR retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of JONESDBR's invoices are not paid when due, JONESDBR also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

STANDARD OF CARE

The standard of care for all professional engineering, consulting and related services performed or furnished by JONESDBR under this Agreement will be the care and skill ordinarily used by members of JONESDBR's profession practicing under the same or similar circumstances at the same time and in the same locality. JONESDBR makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with JONESDBR's services.

OPINIONS OF PROBABLE COST (COST ESTIMATES)

We are not professional cost estimators. We will provide our opinion on costs but shall not be held liable for our cost estimates. If the project is redesigned due to budget, JONESDBR shall be compensated for the additional man-hours in meetings and re-designing. Any opinions or estimates of probable project cost or probable construction cost provided by JONESDBR are made based upon information available to JONESDBR and JONESDBR's experience and qualifications. Such estimates or opinions represent JONESDBR's judgment as an experienced and qualified professional engineer. However, since JONESDBR has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions, JONESDBR does not guarantee that proposals, bids or actual project or construction cost will not vary from any opinions of probable cost prepared by JONESDBR.

CONSTRUCTION PROCEDURES

JONESDBR's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. JONESDBR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, JONESDBR shall not be responsible for the acts or omissions of the contractor or other parties on the project.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas.

CERTIFICATE OF MERIT

The CLIENT or any entity relying on this agreement shall make no claim for professional negligence, either directly or by way of a cross complaint against any employee of JONESDBR unless the CLIENT has first provided this company with a written certification executed by an independent consultant currently practicing in the same discipline as the work performed and licensed in the state which work was performed. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for the engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to this office not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration. Any breach of these terms is subject to civil action by JONESDBR against the CLIENT.

SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by JONESDBR. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that JONESDBR is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advices of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by JONESDBR, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by JONESDBR.

SUCCESSORS AND ASSIGNS

CLIENT and JONESDBR, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor JONESDBR will assign, sublet or transfer any interest in this Agreement without the written consent of the other.

TERMINATION OF AGREEMENT

CLIENT or JONESDBR may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs JONESDBR incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

Termination of this Agreement does not prevent any later dispute from being covered under the terms of this Agreement. JONESDBR does not waive any rights under this Agreement if JONESDBR chooses to terminate this Agreement.

HAZARDOUS MATERIALS

CLIENT represents to JONESDBR that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to JONESDBR the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. In the event JONESDBR or any other party encounters undisclosed hazardous materials, JONESDBR shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and JONESDBR may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that JONESDBR is performing professional services for CLIENT and that JONESDBR is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with JONESDBR's services under this Agreement. If JONESDBR's services hereunder cannot be performed because of the existence of hazardous materials, JONESDBR shall be entitled to terminate this Agreement for cause on 30 days' written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless JONESDBR, its officers, directors, partners, employees, and sub consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, CLIENTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous

materials, provided that (i) any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

LIMITATION OF LIABILITY

JONESDBR's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including JONESDBR's professional negligent acts, errors, or omissions, shall not exceed the lesser of \$50,000 or the total compensation received by JONESDBR under this Agreement, except as otherwise provided under this Agreement. CLIENT hereby releases and holds harmless JONESDBR from any liability above such amount.

VALUE ENGINEERING AND SUBSTITUTIONS

For any modifications required for substitutions and / or value engineering, JONESDBR shall be compensated according to JONESDBR's additional services under this Agreement. Value Engineering or substitutions for all document revisions must be submitted in a timely manner as to not cause project delay. If CLIENT accepts a change not recommended by JONESDBR in writing, the CLIENT agrees to indemnify, defend, and hold JONESDBR harmless from all claims damage, liability, or cost which arise in connection with, or as a result of, the incorporation of such changes accepted by CLIENT.

BETTERMENT

For documents produced by JONESDBR that have any component or required item left out of the construction documents in error, JONESDBR's liability shall be limited to the cost difference between (i) the cost of adding the item at the time of discovery of the omission; and (ii) the cost of the item had the item been included in the construction documents. In NO case shall JONESDBR be responsible for the expense of the betterment, upgrade or enhancement of the project. JONESDBR shall revise as necessary all documents requiring modification due to error or missing components.

LEED CERTIFICATION

JONESDBR will make a reasonable effort to achieve LEED certification where specified but cannot guarantee LEED Certification or actual performance of the building systems. LEED certification requires input and effort from client, contractor, architect and other sub-consultants that are not parties of this contract and over whom JONESDBR has no control.

ENERGY MODELING

The estimate of cost and energy savings represents JONESDBR's professional opinion. JONESDBR does not guarantee the actual cost or savings as too many factors outside of JONESDBR's control can modify the predicted cost and savings.

DISTRIBUTION OF DOCUMENTS

JONESDBR makes no representation as to the compatibility of any CAD / Revit files with any hardware or software.

Since the information set forth on the CAD / Revit files can be modified unintentionally or otherwise, JONESDBR reserves the right to remove all indicia of its ownership and / or involvement from each electronic display.

All information on the CAD / Revit files are considered instruments of service of JONESDBR and shall not be used for other projects, or completion of this project by others. CAD / Revit files shall remain the property of JONESDBR and in no case shall the transfer of these files be considered a transfer or a sale.

JONESDBR makes no representation regarding the accuracy, completeness or permanence of CAD / Revit files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD / Revit files may not have been incorporated. In the event of a conflict between JONESDBR's sealed contract drawings and CAD / Revit files, the sealed contract drawings shall govern. It is the Contractor / Proposer's responsibility to determine if any conflicts exist. The CAD / Revit files shall not be considered to be Contract Documents as defined by any project general conditions.

The use of CAD / Revit files prepared by JONESDBR shall not in any way obviate the Contractor / Proposer's responsibility for the proper checking and coordination of dimensions, details, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

INDEMNITY

JONESDBR shall indemnify and hold the CLIENT and the CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of JONESDBR, its employees and its consultants in the performance of professional services under this Agreement.

CLIENT shall indemnify and hold JONESDBR and the JONESDBR's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CLIENT, its employees and its consultants in the performance of professional services under this Agreement, or any other agreement.

JONESDBR shall not be responsible for the acts or omissions of the CLIENT, CLIENT's other consultants, any contractor, subcontractor, their agents or employees, or other persons performing work on any project covered by this Agreement.

NO THIRD-PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against JONESDBR.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and

binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

DISPUTE RESOLUTION

Any entity, including any non-party relying on this agreement, claiming any claim, dispute, or other matter which arises out of or relates to this Agreement, shall provide 30-days' written notice as a condition precedent.

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent. If the parties fail to resolve the claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following:

The parties agree to enter into the following arbitration agreement below with the intention for this agreement to be a broad form agreement designed to encompass all possible disputes:

- (1) Rules. The arbitration shall be conducted in accordance with the following arbitration rules (as then in effect) (the "Rules"): Rules of the American Arbitration Association in accordance with its Construction Industry Arbitration Rules.
- (2) Number of Arbitrators. The arbitration shall be conducted by three arbitrators unless all parties to the dispute agree to a sole arbitrator within (30) days after filing of the arbitration. For greater certainty, for purposes of this section titled "Dispute Resolution", the filing of the arbitration means the date on which the claimant's request for arbitration is received by the other parties to the dispute.
- (3) Method of Appointment for Sole Arbitrator. If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the parties to the dispute. If the parties to the dispute fail to agree on the arbitrator within thirty (30) days after the filing of the arbitration, then AAA shall appoint the arbitrator.
- (4) Method of Appointment for Two Parties. If the arbitration is to be conducted by three arbitrators and there are only two parties to the dispute then each party to the dispute shall appoint one arbitrator within thirty (30) days of the filing of the arbitration, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators has been appointed by the parties to the dispute. If a party to the dispute fails to appoint its party-appointed arbitrator or if the two party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time, then AAA shall appoint the remainder of the three arbitrators not yet appointed.
- (5) Method of Appointment for More than Two Parties. If the arbitration is to be conducted by three arbitrators and there are more than two parties to the dispute then within thirty (30) days of the filing of the arbitration, all claimants shall jointly appoint one arbitrator and all respondents shall jointly appoint one arbitrator, and the two arbitrators so appointed shall select the presiding arbitrator within thirty (30) days after the latter of the two arbitrators has

been appointed by the parties to the dispute. If either all claimants or all respondents fail to make a joint appointment of an arbitrator or if the party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time, then AAA shall appoint the remainder of the three arbitrators not yet appointed.

- (6) Consolidation. If the parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then all such proceedings may be consolidated into a single arbitral proceeding.
- (7) Place of Arbitration. The place of arbitration shall be Houston, Texas.
- (8) Entry of Judgment. The award of the arbitral tribunal shall be final and binding. Judgment on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction.
- (9) Qualifications and Conduct of the Arbitrators. All arbitrators shall be and remain at all times wholly impartial, and, once appointed, no arbitrator shall have any *ex parte* communications with any of the parties to the dispute concerning the arbitration or the underlying dispute other than communications directly concerning the selection of the presiding arbitrator, where applicable.
- (10) Costs and Attorneys' Fees. The arbitral tribunal is authorized to award costs and attorneys' fees and to allocate them between the parties to the dispute. The costs of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.
- (11) Interest. The award shall include interest, as determined by the arbitral award, from the date of any default or other breach of this Agreement until the arbitral award is paid in full.
- (12) Exemplary Damages. The parties waive their rights to claim or recover, and the arbitral tribunal shall not award, any punitive, consequential, multiple, or other exemplary damages (whether statutory or common law).
- (13) Non-Appealance. The arbitration shall proceed in the absence of a party who, after due notice, fails to answer or appear. An award shall not be made solely on the default of a party, but the arbitrator(s) shall require the party who is present to submit such evidence as the arbitrator(s) may determine is reasonably required to make an award.



July 22, 2024

Robert Durham Architecture
Attn: Robert Durham
8545 Crichton Ct.
Cleburne, TX 76033

**REFERENCE: Proposal to Provide Structural Engineering Services:
For Johnson County Annex: Cleburne, TX**

Dear Robert Durham:

In accordance with your request, we are pleased to submit this proposal to provide structural engineering services for the above referenced project. Our proposal is as follows:

1. STRUCTURAL ENGINEERING SERVICES **\$1,750.00**
The fee includes a visit to the above listed location in order to observe the existing condition of the structure. Also included is a report of the results detailing our observations and any recommendations. Additional work such as: full structural plans, any repair/addition design, or multiple site visits are not included in the initial scope. If necessary, a proposal for these or any additional services will be provided upon request.
2. SERVICES DURING CONSTRUCTION
For site visits or contractor consultations, resulting from design changes or contractor error, we propose to invoice these services on an hourly basis in accordance with the attached fee schedule.

We would like to thank you for the opportunity to submit this proposal and look forward to working with you on this project. This proposal is valid for 90 days from the date issued. Fee adjustments may be required after 90 days if the proposal has not been executed.

This proposal does not include reproduction costs for drawings or other out of pocket expenses. These costs will be invoiced per the enclosed additional terms of this contract (see Attachment A). This proposal does not include any submittal fees that may be required. These are the responsibility of the owner or his agent.

Your signature below authorizes Vector to commence work on this project. In addition, your signature indicates that you have read and are in agreement with the terms of this contract, including Attachment A, which is a portion hereof. If you have any questions regarding this matter, please contact me at your convenience.

Sincerely,
VECTOR STRUCTURAL ENGINEERING, LLC

Jacob S. Proctor, P.E.
Principal
Enclosure

Authorization to Proceed:

	Robert Durham
Signature	Print Name
Principal	10-29-2024
Title	Date

robert@rdurhamarchitecture.com
Accounts Payable Contact Info. (email preferred)

ATTACHMENT A

- A. **GENERAL:** The fee indicated on the attached proposal is based upon information provided by the Client or his agent to VECTOR STRUCTURAL ENGINEERING, LLC (VECTOR). If revisions to the Project are made by the Client or his agent prior to or during the engineering phase, an adjustment in fee may be required. Once executed, this signed contract authorizes VECTOR to commence work. The Client recognizes their responsibility for work completed by VECTOR. In the event the Client wishes to hold or cancel the job, the Client agrees to pay for work already completed, up to the full fee amount if the engineering work is completed. Separate written authorization is required to stop VECTOR from proceeding with work if the Client wishes to hold or stop work.
- B. **ADDITIONAL SERVICES:** For the purpose of this contract, additional services are defined as revisions or additions to the original scope of engineering and/or drafting work. These revisions include adjustments in architectural, civil, mechanical, or electrical drawings which require additional structural engineering work or rework. In addition, additional services could include site visits, contractor consultations, analysis of alternate construction methods or materials, construction repairs, etc., resulting from revisions or contractor error. Fees for additional services will be based upon the following fee schedule:
- | | | | |
|-------------------------------------|---------------|------------------------------------|---------------|
| Principal / Senior Electrical ----- | \$ 200.00 hr. | Senior CADD / Revit Operator ----- | \$ 125.00 hr. |
| Senior Engineer ----- | \$ 175.00 hr. | CADD Operator ----- | \$ 100.00 hr. |
| Managing Engineer ----- | \$ 150.00 hr. | Intern Engineer ----- | \$ 65.00 hr. |
| Staff Engineer ----- | \$ 125.00 hr. | Clerical ----- | \$ 65.00 hr. |
- C. **PAYMENT:** Unless other terms have been agreed upon in advance, payment for all engineering services is due prior to receiving stamped documents and other goods of service. If terms have been agreed upon in advance, they will be as follows: Payment for all engineering services is due upon receipt of invoices for engineering services rendered to date. Any amounts not paid within 30 days from the date of the invoice will be considered in default and will commence to bear an interest of 18% per annum. VECTOR reserves the right to stop or withhold work for any client whose account is past due. The Client is responsible for payment, costs of collection, interest, and reasonable attorney's fees for all amounts in default.
- D. **REIMBURSABLE EXPENSES:** Overnight shipping, air cargo, delivery, and travel expenses will be invoiced to the Client at VECTOR's direct cost plus 15%. Mileage for project related travel will be invoiced at \$0.67/per mile. In-house plotting and drawing reproduction costs will be invoiced as follows: In-house plotting and drawing reproduction costs will be invoiced at \$0.15/R². Any outsourced plotting or drawing reproduction costs will be invoiced to the Client at VECTOR's direct cost plus 15%.
- E. **OWNERSHIP OF DOCUMENTS:** All plans, calculations, sketches, documents and notes prepared by VECTOR are the property of VECTOR and are intended for use by the Client for the Project and location specifically indicated in the contract. All engineering documents prepared by VECTOR must not be reproduced, reused, "card filed", sold to a third party, or altered in any way without the written authorization of VECTOR.
- F. **TEXAS LAW:** Any litigation, controversy or adversarial proceeding related to the work defined in the contract will be governed by the laws of the State of Texas.
- G. **CHANGES:** This Agreement may be changed or amended upon the mutual consent of the parties thereto.
- H. **DEFECTS IN SERVICE:** The Client will promptly report to VECTOR any defects or suspected defects in VECTOR's services of which the Client becomes aware, so that VECTOR may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and must require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify VECTOR will relieve VECTOR of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- I. **LIMIT OF LIABILITY:** The Client agrees to limit VECTOR's liability to the Client and to all contractors and subcontractors on the Project due to VECTOR's negligent acts, errors or omissions, such that the total aggregate liability of VECTOR to all those named will not exceed \$5,000 or VECTOR's total fee for services rendered on the specific Project, whichever is greater. VECTOR will not be liable for any projects for which payment has not been made in full within 60 days of completing the Project. VECTOR will not be liable for any unstamped, preliminary engineering services.
- J. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor VECTOR, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages will 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 or action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and VECTOR will 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.
- K. **MEDIATION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and VECTOR agree that all disputes between them arising out of or relating to this Agreement or the Project will be submitted to nonbinding mediation. The Client and VECTOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
- L. **STEPPED DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and VECTOR agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter for binding arbitration.
- M. **THIS ATTACHMENT IS A PART OF THE ORIGINAL PROPOSAL.**