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Wichita Falls, Texas 76301  
Tel 940.781.0479



January 6, 2022

Chase Broussard  
Commissioner Precinct #4  
Commissioner's Court of Clay County  
214 N. Main Street  
Henrietta, Texas 76365

Dear Mr. Broussard:

This Agreement is between Commissioner's Court of Clay County, ("Client"), and Joseph A. Ross, Architect Inc. ("Architect") for architectural services.

## **A. PROJECT**

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**A.1 Project Description.** The project includes a renovation of an existing office building of approximately 8,645 square feet with limited exterior site improvements related to accessibility at 205 N. Bridge in Henrietta, Texas (the "Project").

**A.2 Project Budget.** Client and Architect will review the Client's budget goals for the Project (the "Project Budget") at the commencement of design. The Project Budget will include appropriate amounts for design and construction contingencies, consistent with the nature of the Project. During design, Client (or Client's designated representative, including, e.g. a pre-construction contractor or cost estimator) will provide Architect estimates of the Construction Cost at appropriate stages of the design, including contingency amounts commensurate with the stage of design evolution and the nature of the Project. Client and Architect will review such cost estimates and Client will adjust it to reflect changes in the program requirements, design, and level of design detail, or adjust the program, to the extent required for consistency with the Project Budget. Unless it would otherwise be an Optional/Additional Service, Architect will incorporate any agreed upon changes in the subsequent design phase as part of its Basic Services. Changes required following the issue of Construction Documents are not included in the Basic Services outlined below.

Project Budget= Project Budget shall be established following concept design phase.

**A.3 Project Schedule.** Architect will develop a Project Schedule of milestones for Client's review and approval. During design, Architect and Client will monitor the Project for conformance with the schedule, and Architect will notify Client of any necessary changes in the Schedule. The following milestones are projected:

- |                                    |                    |
|------------------------------------|--------------------|
| a) Commencement of Concept Design: | 1/25/2022/ 4 weeks |
| b) Client Review and Plan Approval | 2/21/2022          |

## **B. SCOPE OF SERVICES PROVIDED BY ARCHITECT**

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**B.1 Basic Services.** Architects Basic services include design services for the concept floor plan with description of the finishes & construction assemblies, compliance with 2015 International Building Code requirements, design narrative, & accessibility conformance.

Architect may engage sub-consultants to provide design services for the following building systems or components: e.g. landscape mechanical, electrical, plumbing, structural, and lighting if required for regulatory approvals or requested by Client.

Client will engage separate consultants to provide the following design services, if required for the Project: Hazardous Material Testing, Architect will provide backgrounds of Architect's drawings to Client's consultants, showing the locations of architectural design elements that influence the layout of engineering and other systems

### **B1.1 Phase One – Pre-Design**

**B.1.1.1 Programming.** Architect will gather and review data provide by Client and conduct interviews with key personnel designated by Client, to establish the following project parameters:

- a) Site requirements
- b) Space requirements, functional relationships, and adjacency;
- c) Technology requirements;
- d) Infrastructure requirements;
- e) Other applicable guidelines, policies and procedures that affect Project design.

**B.1.1.2 Master Site Planning.** Architect will assist with the evaluation of, and develop a master site plan for location under consideration by Client including:

- a) Site plan design;
- b) Site circulation;
- c) Overall site organization;
- d) Open space design and calculation;
- e) Parking distribution and layout.

**B.1.1.3 Existing Site Conditions.** Architect will review record documentation provided by Client of the existing site conditions. Architect will visit the Project Site to verify reasonably observable conditions.

**B.1.1.4 Concept Floor Plan.** Architect will develop the Concept Design Floor Plan, consisting of:

- a) Site plan;
- b) Preliminary landscape plans;
- c) Schematic floor plans;
- e) Typical building sections;
- f) Narrative description of building systems included in Architect's scope of services;
- g) Preliminary information on gross floor area, rentable, useable and parking calculations;

## **C. SCOPE OF SERVICES PROVIDED BY CLIENT**

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**C.1 Consulting Services Provided by Client or Others.** The services outlined below are not included in Section B above but could be required on the Project and shall be provided by Client, Client's consultants, or others. Architect will assist the Client in coordinating the services including but not limited to:

- a) Consulting services, including: acoustical, civil, geotechnical, hazardous materials testing or abatement, life safety, survey, cost estimating, traffic, waterproofing, curtain wall, communications, audio/visual, mechanical, structural.
- b) Design-build services

- c) Accessibility review

Architect will coordinate their work with Client's consultants as required.

C.2 Information Provided by Client or Others. The following information may be required on the Project and shall be provided by Client, Client's consultants, or others:

- a) Legal description of the property, the name/address of the property owner;
- b) Existing or Base Building information, including drawings, specifications, and other documents that describe the existing utility services, site conditions, build out and base building construction, and any systems with which the Project is coordinated;
- c) Structural, mechanical, chemical, air and water pollution and hazardous materials tests, and other laboratory and environmental tests, and inspections, and reports required by law or by authorities having jurisdiction over the project, or reasonably requested by Architect.

**D. COMPENSATION**

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Compensation to Architect for Basic Services, Additional Services and Reimbursable Expenses shall be as described below. When Architect's compensation is based on hourly rates, the rates will be those set forth in Architect's Standard Hourly Billing Rates.

D.1 Basic Services. Compensation for Basic Services shall be based on Architect's Standard Hourly Billing Rate of \$140/hr, with an estimated maximum sum of 5,000 dollars (\$5,000), subject to adjustment of the estimate by mutual agreement between Architect and Client.

D.2 Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Architect's Standard Hourly Billing Rates.

D.3 Reimbursable Expenses. Compensation for Reimbursable Expenses incurred by Architect in connection with the Project shall include the following:

- a) Reproduction, shipping, handling and delivery
- c) Renderings, models, mock-ups and photography
- e) Authorized out-of-town travel, including travel time
- f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Architect and Architect's Consultants.

D.4 Progress Payments. Progress payments shall be made monthly where Architect's fee is based on a lump sum. Progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

**E. AGREEMENT AND ACCEPTANCE**

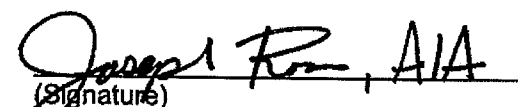
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E.1 Agreement. This Agreement is comprised of and incorporates the following documents:

- a) This Letter of Agreement

By Architect

Joseph Ross, AIA

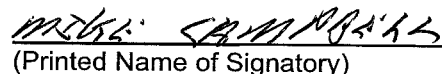
  
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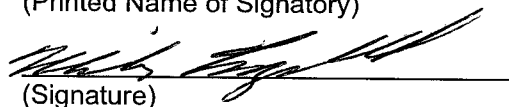
Principal  
(Title)

1/6/2022

(Date)

By Client

  
(Printed Name of Signatory)

  
(Signature)

County Judge  
(Title)

1/10/22  
(Date)