

900 8th Street
Suite 915
Wichita Falls, Texas 76301
Tel 940.781.0479



October 14, 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

A.1 Project Summary. Joseph A. Ross, Architect Inc has been requested to assist Clay County with its 1922 era roof rehabilitation/replacement and probable related water infiltration issues as part of the roof drainage or upper masonry wall at the roof eave level (the "Project"). Joseph A. Ross, Architect Inc. has invited Komatsu Architecture, a firm with a historic preservation studio, to collaborate in preparing documents for the scope identified by Clay County. The County has provided its Historic Preservation Master Plan of 2002 and the more recent Master Plan Update from 2020. These are useful in understanding the County's position for retaining the 1922 version, versus the 1884-1896 version as studied by request of the Texas Historical Commission (THC). The County is using its ARPA funds that are exempt from the standard federal requirements that would require the THC as the State Historical Preservation Office (SHPO) to be engaged in the project review through the National Historic Preservation Act and its Section 106 procedures. However, the State of Texas Chapter 442 of the Texas Government Code provides:

Chapter 442 in the Texas Government Code: Sec. 442.008 HISTORIC COURTHOUSES.

(a) A county may not demolish, sell, lease, or damage the historical or architectural integrity of any building that serves or has served as a county courthouse without notifying the commission of the intended action at least six months before the date on which it acts.

(b) If the commission determines that a courthouse has historical significance worthy of preservation, the commission shall notify the commissioner's court of the county of that fact not later than the 30th day after the date on which the commission received notice from the county. A county may not demolish, sell, lease, or damage the historical or architectural integrity of a courthouse before the 180th day after the date on which it received notice from the commission. The commission shall cooperate with any interested person during the 180-day period to preserve the historical integrity of the courthouse.

(c) A county may carry out ordinary maintenance of and repairs to a courthouse without notifying the commission.

A.2 Project Budget. Client and Architect will review the Client's budget goals for the Project (the "Project Budget") at the completion of step 1 assessment. 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.

B. SCOPE OF SERVICES PROVIDED BY ARCHITECT

B.1 SCOPE OF WORK – STEP 1

FEE: Hourly not to exceed \$11,500

1. Architect will review courthouse information provided by the County – previous historical reports have been provided; recent repair or other maintenance documents that relate to the roof, masonry, or drainage will be useful. The intent of this STEP 1 is to define what construction work is required and what architectural/engineering documentation is required as a STEP 2
2. Architect & Consultants will engage consulting specialists for historical ornamental metalwork and metal shingles, a restoration mason to provide additional technical input; and a cost estimator (or historic restoration contractor estimator)
3. Technical Surveys (beyond the Master Plan Descriptions) will be conducted:
 - a. Roof exterior shingles – existing and tracking of original
 - b. Roof underlayment condition, fasteners, and determination of potential air barrier position as attic floor, insulation, ventilation, and other factors
 - c. Dome and roof framing components will be technically evaluated for structural stability, support member damage, etc.
 - d. Related sheet metal covering, flashing, gutters, drains, and other assemblies related to the roof
4. Anticipated Documentation Scope and Fee; and preliminary Construction Cost and Schedule required for STEP 2; and what impact there would be to courthouse functions. It is understood that the County has requested that the Courthouse grounds be clear of construction activity by September 2023

B.2 SCOPE OF WORK – STEP 2

FEE: Based on Step 1
w/ Approval by County

1. Architect & Consultants will prepare construction documents based on the STEP 1 definition of construction scope with authorized budget as approved by Clay County
2. Architect & Consultants will represent the County during construction with Construction Administration services, to include:
 - a. Observation of the Work
 - b. Providing Clarifications and addressing Requests For Information (RFIs) from the Contractor
 - c. Review of Shop Drawings and other Documentation provided by the Contractor
 - d. Review of Materials, Workmanship, and compliance with the Contract Documents
 - e. Reviewing Contractor's Applications for Payment

- f. Issue for Owner's acceptance the Certificate of Substantial Completion
3. If Clay County elects to bid the project, a Competitive Sealed Proposal (CSP) is recommended to allow experience, references on similar work, and specialized capabilities to be weighed with bid cost for best value to the County. THC will require experience with historic structures as a factor
4. Architect & Consultants will assist the County with procurement information, evaluation of proposed bids, and recommendations for the County to consider in its final selection

OWNER – ARCHITECT AGREEMENT

If Clay County approves this Scope of Work and Fee Proposal for STEP 1, with STEP 2 to follow as an amendment based on STEP 1, an AIA B105-2017 Owner-Architect Agreement (example attached) will be provided with this Scope as an Attachment. The parties will be Clay County and Joseph A. Ross, Architect Inc., with Komatsu Architecture as the Historical Architect consultant.

C. SCOPE OF SERVICES PROVIDED BY CLIENT

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 for hazardous materials testing or abatement, Architect will coordinate with Flintco for required testing and removal procedures.

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

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 \$150/hr, with an estimated maximum sum of eleven thousand five-hundred dollars (\$11,500), 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.3 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.

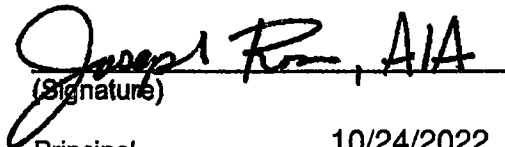
E. AGREEMENT AND ACCEPTANCE

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

- a) This Letter of Agreement

By Architect

Joseph Ross, AIA _____


(Signature)

Principal _____ 10/24/2022 _____
(Title) (Date)

By Client

Maria Campbell _____
(Printed Name of Signatory)


(Signature)

County Judge _____ 10/24/2022 _____
(Title) (Date)