

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, DECEMBER 13, 1999, 10:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Commissioners Court to meet with Brent Brevard and other interested parties to plan steps in formalizing the procedures for pursuing the Historic Courthouse Preservation project. Take any action needed.

Charles L. Still
Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
99 DEC -9 PM 2:20
UPSHUR COUNTY, TX
BY _____ DEPUTY

This above and foregoing is a true and correct copy of the original on file in this office.



Rex A. Shaw
County Clerk
Upshur County, Texas

UPSHUR COUNTY COMMISSIONER COURT

12-13-1999

COMMISSIONERS COURT MET WITH ARCHITECT BRENT BREVARD TO PLAN STEPS IN FORMALIZING THE PROCEDURES FOR PURSUING THE HISTORIC COURTHOUSE PRESERVATION PROJECT.

MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO FINALIZE AGREEMENT WITH BRENT BREVARD. MOTION CARRIED. AGREEMENT BETWEEN UPSHUR COUNTY AND BREVARD ARCHITECTS ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ACCEPT A LIST OF PERSONS (WHEN APPOINTED) THAT WILL MAKE AN ELEVEN MEMBER PANEL THAT WILL LOOK AT MASTER PLAN OF COURTHOUSE.. MOTION CARRIED. LIST ATTACHED.

MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO ADJOURN. MOTION CARRIED.



JUDGE CHARLES STILL

COMMISSIONER GADDIS LINDSEY



COMMISSIONER TOMMY STANLEY



COMMISSIONER RICK JACKSON



COMMISSIONER RUSSELL GREEN

AIA Document B155

**Standard Form of Agreement
Between Owner and Architect**

This AGREEMENT is made December 13, 1999.

**BETWEEN the Owner:
Upshur County
P.O. Box 790
Gilmer, Texas 75644**

**and the Architect:
Brevard Architects
111A West Tyler
Gilmer, TX 75644**

FILED
ALEX A SHAW
COUNTY CLERK
99 DEC 13 AM 11:36
UPSHUR COUNTY, TX.
BY _____
DEPUTY

for the following Project:
Master plan for Historic Courthouse Preservation Grant offered by the Texas Historic Commission

The Owner and Architect agree as follows:

**ARTICLE I
ARCHITECT'S RESPONSIBILITIES**

- 1.1 The Architect shall perform the following tasks:**
 - 1.1.1 develop a master plan for the renovation of the Upshur County Courthouse in accordance with the Historic Courthouse Preservation Grant outline
 - 1.1.2 establish guidelines and coordinate development of the master plan with the Upshur County Commissioners and County Judge, and a steering committee appointed by the Commissioners Court
 - 1.1.3 research and documentation as required by the Historic Courthouse Preservation Grant outline
 - 1.1.4 coordinate this work with a firm hired by the Commissioners Court to write the Historic Courthouse Preservation Grant Application

- 1.2 Responsibility for construction cost**
 - 1.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect

**ARTICLE 2
OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

**ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS**

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

**ARTICLE 4
TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

- 5.1 This Agreement shall be governed by the law of the location of the project.
- 5.2 Terms in this Agreement shall have the same meaning as those in AIA Document A205, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.
- 5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

**ARTICLE 6
PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Owner shall compensate the Architect as follows:

- 6.1 The Architect's Compensation shall be on an hourly basis not to exceed Fifteen thousand dollars (\$15,000.00). Hourly rates shall be based on the following schedule:
 - \$60.00 per hour for services rendered by the Architect
 - \$40.00 per hour for associate
 - \$20.00 per hour for clerical services rendered
- 6.2 Payments for services rendered shall be made monthly and, where applicable, shall be in proportion to services performed.
- 6.3 Expenses for this project are included in the fee stated in 6.1 and shall be billed in the following manner: the Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of ten percent (10%). Reimbursable expenses include, but are not limited to, work performed by consultants and engineers, reproduction expenses, photographs, mileage for trips more than 20 miles from the office of the Architect, long distance phone calls, and office supplies used exclusively for this project.
- 6.4 If through no fault of the Architect the services covered by this Agreement have not been completed within four (4) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

6.5 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect

6.6 Payment for additional services shall be based on the schedule in paragraph 6 1

This Agreement entered into as of the day and year first written above

OWNER

ARCHITECT

Charles J. Still
(Signature)

(Signature)

(Printed name, title and address)

Brent Brevard, Owner

Brevard Architects

111A West Tyler

Gilmer, TX 75644

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

WA 55 pg 6 05

A Ten Member Panel Appointed By The Following:

FILED
REX A. SHAW
COUNTY CLERK
99 JUN 20
UPSHUR COUNTY, TX.
BY _____ DEPUTY

1. County Judge - 2.
2. Commissioner Precinct One
3. Commissioner Precinct Two
4. Commissioner Precinct Three
5. Commissioner Precinct Four
6. Upshur County Historic Museum Foundation
7. Mayor Of Gilmer
8. Mayor of Ore City
9. Mayor of Big Sandy
10. Mayor East Mountain

Vol. 55 Pa. 606

Administrative Staff Support Provided by Upshur County
Economic Development Office

Note
APPROVED