

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL RELOCATION MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Lesley & Associates, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional relocation management services related to the Fort Bend County Justice Center Expansion Project (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Proposal to Provide Relocation Management Services dated July 7, 2017 attached hereto as Exhibit A and incorporated herein for all purposes.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-five thousand dollars and no/100 (\$65,000.00), which includes reimbursable expenses. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff designated by the Facilities Planning & Management Director, one (1) electronic (pdf) and/or one (1) original invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of sixty-five thousand dollars and no/100 (\$65,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed sixty-five thousand dollars and no/100 (\$65,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the purchase order from County and end no later than ten (10) months thereafter. Contractor

shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's

final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request. Notwithstanding the foregoing, County acknowledges and agrees that during the term of the Agreement, County will have access to certain Confidential and/or Trade Secret Information (as herein defined) developed by Contractor prior to its contractual relationship with County, which is proprietary and of special value to Contractor. Contractor's proprietary, confidential and/or trade secret information includes, but is not limited to, the following: Relocation Manual, Move Kit, Vendor/Mover Request for Proposal, information on Clean-up Program, Task List, Communications Plan, Statement of Qualifications, Hour-by-Hour Schedule, and Start-up Schedule, (hereinafter collectively referred to as "Confidential and/or Trade Secret Information"). Certain of said confidential and/or trade secret information includes clear markings on Contractor documents indicating the confidential nature as follows: "CONFIDENTIAL PROPERTY OF LESLEY & ASSOCIATES, INC. NOT TO BE DUPLICATED" or "Copyright © Lesley & Associates, Inc." County agrees that the Confidential and/or Trade Secret Information, or parts thereof, constitutes the original and unpublished work of Contractor, and may not be duplicated, distributed, or disclosed by any means without the prior written consent of Contractor. These obligations shall begin with the inception of this Agreement and shall survive its termination, regardless of the reason for such termination.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services

commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Facilities Management & Planning
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: Lesley & Associates, Inc.
3300 Buffalo Speedway, Suite 165
Houston, Texas 77098

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Representation

16.1 Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

16.2 Consultant will materially conform to all requirements and specifications contained in the attached Attachment A.

Section 17. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

Lesley & Associates, Inc.

Robert E. Hebert, County Judge

Patsy Lesley
Authorized Agent- Signature

Date

PATSY LESLEY
Authorized Agent- Printed Name

ATTEST:

PRESIDENT
Title

Laura Richard, County Clerk

AUGUST 9, 2017
Date

APPROVED:

James Knight
Facilities Management/Planning Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

**Proposal to Provide
Relocation Management
Services**

Presented to

Fort Bend County

Submitted by

Lesley & Associates

July 7, 2017

Lesley & Associates
3800 Buffalo Speedway, Suite 165
Houston, TX 77098
(713) 850-9240 / Fax 850-9207
E-mail: patsy@lesley.net



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INTRODUCTION

Lesley & Associates, hereinafter referred to as "Lesley" is pleased to present this proposal to Fort Bend County to provide relocation management services for the Justice Center. We appreciate the opportunity to present this proposal.

All Fort Bend County data and information we collect will remain confidential and will not be released or revealed to any other person or party without the prior written consent of Fort Bend County.

CONFIDENTIALITY

Fort Bend County recognizes and acknowledges that this proposal contains proprietary, confidential or trade secret information that is the sole and exclusive property of Lesley & Associates. This document and the information herein contained shall not be duplicated nor shall it be released or revealed to any other person or party without the prior written consent of Lesley & Associates.

FIRM PROFILE

Lesley & Associates is a leading provider of comprehensive relocation management services that reduce costs, assure confidence, and keep your organization productive and efficient throughout the project. With more than 1,000 successful projects involving over 98 million SF, we have the proven experience and demonstrated skills to ensure a smooth, high-value transition for you and your employees.

Since 1984, Lesley has served some of the nation's most prominent companies and institutions in a full range of sectors:

- 🔗 Government
- 🔗 Professional services
- 🔗 Healthcare
- 🔗 Education
- 🔗 Banking
- 🔗 Science and research
- 🔗 Technology
- 🔗 Energy

With our total capabilities, superior expertise, and management perspective, Lesley & Associates performs the function of an internal facilities department. What's more, we bring unique technical skills to a project – such as project management, team alignment, database management, file/library planning, scheduling, budgeting, databases, and employee communications – that enable us to turnkey any job of any size and scope, and keep downtime and disruption to an absolute minimum.

The bottom line is this: Lesley & Associates ensures total confidence. You can keep your focus where it belongs – on your organization – with the peace of mind that comes with knowing we're keeping our focus on your move.

FIRM INFORMATION

Type of Organization: Corporation
Principals in Firm: Patsy Lesley
Founded: April 1984
Telephone No.: 713.850.9240
E-Mail Address: patsy@lesley.net
Website: www.lesley.net



Firm Name/Address Lesley & Associates, Inc.
3800 Buffalo Speedway
Suite 165
Houston, TX 77098

Primary contact: Patsy Lesley
Disciplines in house: Facility Relocation Management Services
Software applications: MS Office 2000; Microsoft Project, Access, PowerPoint, and Publisher.

MISSION STATEMENT

Lesley & Associates supports organizations anticipating facility relocation by providing comprehensive project planning and relocation management services. These services are provided at a competitive price to our customers, a significant long-term profit for our investor, and a benefit to our employees. We will consider ourselves successful when Lesley & Associates is the preferred provider of project planning and relocation management services on a national basis, the favored employer in our industry, and when our company produces financial results superior to those of our leading competitors.

PROJECT TEAM AND RESUMES

Patsy Lesley, Principal/Senior Project Manager
Scott Guthrie, Project Coordinator
Hunter Kelsoe, Project Coordinator



Patsy Lesley, Principal/Senior Project Manager

Patsy has 30-plus years of experience in facilities management, including all phases of project management. Since founding Lesley & Associates in 1984, she has personally managed relocations involving 30 million sf of healthcare, office, R&D and industrial facilities.

In the 1980s, she developed the Lesley Process, a customized, highly detailed relocation strategy and process, which assures the myriad of tasks, simple to complex, required for a successful move are handled by the move team members according to a defined plan of action.

She has been hailed by clients as the "queen of detail" because she and her staff continually refine these management tools to increase efficiency and cost effectiveness.

Patsy is a strong advocate of professionalism in the facilities industry and has participated in numerous continuing education seminars, both as an instructor and as a student. She is a member of the International Facility Management Association and CoreNet Global. Prior to founding Lesley & Associates, she spent two years in facilities management with Transco Energy Company, managing the relocation to their new 64-story headquarters in Houston. Patsy studied Business Administration at the University of Houston.

Major Project Experience

ABB, Inc., Houston: 500,000 sf, 1,600 employees
Aspen Technology, Houston: 150,000 sf, 500 employees
Anadarko Corporation, Fort Worth: 500,000 sf, 1,600 employees



Baker Botts LLC, Houston: In-house restack and renovation of six floors.

Baylor College of Medicine, Houston: Consolidation of clinical practices into 166,761 sf

Baylor College of Medicine, Houston: Relocation of 400 employees (faculty and staff) to the Faculty Center, 90,000 sf

Baylor College of Medicine, Houston: Relocation of seven departments to the John P. McGovern Campus, 400 employees

BP Trinidad Oil Company, Port of Spain, Trinidad: 65,000 sf, 235 employees

Children's Memorial Hermann Hospital, Texas Medical Center, Houston: 50,000 sf expansion, NICU and Pediatrics

Chickasaw Nation Health System, Ada, Oklahoma: 370,000 sf replacement facility

CITGO Corporation, Houston and Tulsa: Relocation of 671 positions from Tulsa to Houston, 200,000 sf

City of Houston Police Department, Houston: 500,000 sf, 1,600 employees

CNG Producing Company, New Orleans: 170,000 sf, 500 employees

Deloitte & Touche, Houston: 70,000 sf, 400 employees

Duke Energy (formerly Panhandle Eastern Corporation), Kansas City and Houston: 500,000 sf, 1,000 employees

Enterprise Products Company, Houston and Atlanta: 550,000 sf, 1,300 employees

Field Memorial Hospital, Centreville, MS: 60,000 SF replacement hospital

Fort Bend County Justice Center, Richmond, Texas: Relocate approximately 400 employees to a new 250,000 sf facility

Hardy Wilson Memorial Hospital, Hazlehurst, MS: 65,000 sf, 25 bed replacement hospital

Hermann Eye Center, Houston: Relocation to new 45,000 sf facility

Houston Cardiovascular Associates, Houston: Relocation of physician group to new 25,000 sf facility

Hillcrest Health System, Waco, TX: 500,000 sf replacement hospital

Highland Community Hospital, Picayune, MS: 120,000 SF replacement hospital and attached 40,000 SF Medical Office Building

Houston Industries, Inc., Houston: 1,000,000 sf, 2,300 employees

IASIS Healthcare, Port Arthur, TX: Consolidation of two hospitals into a new facility, 264,000 sf

IBM Federal Systems Division, Houston: 410,000 sf, 1,200 employees

Kellogg Brown & Root (formerly The M.W. Kellogg Company), Houston: 760,000 sf, 3,000 employees

Memorial Hermann Hospital System, Houston: 800,000 sf Women & Children's Hospital and Emergency/Life Flight

Memorial Hermann Hospital System, Houston: Memorial City Hospital Heart Center, 90,000 sf

Memorial Hermann Hospital System, Houston: Memorial City Hospital expansion, 180,000 sf

Memorial Hermann Hospital System, Houston: Northwest Hospital expansion, 120,000 sf

Memorial Hermann Hospital System, Houston: 2001 Flood Recovery Project



Memorial Hermann Katy Hospital, Katy, TX: Relocation to a new 125-bed, 300,000 sf facility

Memorial Hermann Katy OPID, Katy: Start-up of 9,000 sf OPID

Memorial Hermann Sugar Land Hospital, Sugar Land, TX: Relocation to a new 77-bed, 250,000 sf facility

Memorial Hermann Medical Plaza, Ambulatory Care Center, Houston: Relocation and start-up planning for 100,000 sf Imaging Center, Sports Medicine and Ambulatory Surgery Center

Memorial Hermann Tower, Houston: 8-story replacement facility, 256,000 sf

Memorial Hermann Cypress Convenient Care Center, Cypress: Start-up planning for a 40,000 sf Convenient Care Center.

Meritus Medical Center, Hagerstown, MD: 510,000 sf replacement facility

Reliant Energy Entex, Inc., Houston: 200,000 sf, 800 employees

Rice University, Houston: 70,000 sf, 400 employees

Sanofi Winthrop, Philadelphia: Move of the research portion of the facility and the decommissioning of the 1,000 sf pharmaceutical R&D center

Sterling Winthrop, Inc., Albany and Rochester NY to Philadelphia: 1,000,000 sf pharmaceutical R&D center consolidation

St. Luke's Episcopal Hospital, Houston: Relocation of Administrative offices, Cardiovascular Operating Rooms, Cardiovascular Recovery Rooms, Intensive Care Unit, Intervention Unit, Progressive Care Unit, and THI labs into the Denton Cooley Heart Center

SYSCO Corporation, Houston: Relocation of approximately 1,100 employees into 400,000 sf

Western Maryland Health System, Cumberland, MD: 585,000 sf replacement hospital, 120,000 sf Medical Office Building, 100,000 sf Administrative Buildings

Wilson Memorial Hospital, Floresville, TX: Relocation to the new hospital.



Scott Guthrie, Project Coordinator

Prior to joining Lesley & Associates in 2013, Scott had eight years of experience as a technical director/project manager for scenery on numerous stage productions.

MAJOR PROJECT EXPERIENCE

Air Liquide, Houston: Relocation of approximately 800 employees into 250,000 sf.

Air Liquide, Houston: Relocation approximately 60,000 SF National Warehouse.

Air Liquide, Houston: Relocation of approximately 120 employees from the 12th Street office to Air Liquide Center.

Air Liquide, Houston: Relocation of approximately 50 employees from Air Liquide Center to West Little York facility.

Archrock, Houston: Ongoing in-house moves.

Crown Castle, Houston: Ongoing in-house moves.

Decision Information Resources, Inc., Houston: Relocation of approximately 55 employees into 16,000 sf



Energy XXI, Houston: Restack of approximately 250 employees.

Energy XXI, Houston: Ongoing in-house moves

Exterran, Houston: Ongoing moves between three facilities.

McConnell Jones Lanier and Murphy, LLP, Houston: Relocation of 70 employees into 22,000 sf

Memorial Hermann, HP-6 Refresh, Houston: Decommissioning space for renovation and moving items back in – 4 phases

Memorial Hermann Pediatric Surgery Waiting Rooms - TMC, Houston: Relocation into the newly renovated waiting room areas

Memorial Hermann Katy OPID, Katy: Start-up and move over four phases for a renovation.

Memorial Hermann Sugar Land OPID, Sugar Land: Start-up and mover over three phases for a renovation.

Memorial Hermann Greater Heights Sports Medicine, Houston: Relocation of the practice to a new facility.

Newfield Energy, Houston: Relocation of approximately 100 employees from the Greenspoint area to The Woodlands and disposition of surplus furniture.

Noble Energy - NEC 1, Houston: Relocation of 1,000 employees from five locations into 500,000 sf

Noble Energy – NEC 2, Houston: Relocation of approximately 500 employees into new 450,000 sf building

Noble Energy, Houston: Restack of NEC 1 and NEC 2 of approximately 235 employees. Moved approximately 250 employees from downtown Houston to NEC 1 and NEC 2 to accommodate the merger of Noble and Rosetta

Shell Oil Company, Houston: Relocation of 5,000 employees into new buildings on the Woodcreek Campus

Shell Oil Company, Houston: Relocation of the Pipeline Control Center from Two Shell Plaza to Woodcreek.

Hunter Kelsoe, Project Coordinator

Prior to joining Lesley & Associates, Hunter worked as a Quality Control Inspector for a drilling tools company. He utilized various project management tools and skills to complete projects.



MAJOR PROJECT EXPERIENCE

Archrock, Houston: Relocation of approximately 175 employees into 65,000 SF.

Crown Castle, Houston: Ongoing in-house moves.

Graves & Graves, Houston: Relocation of 15 employees into 10,000 SF.

Memorial Hermann, Greater Heights CCC, Houston: Start-up of a 35,000 SF Convenient Care Center.

Memorial Hermann, Kingwood CCC, Kingwood: Start-up of a 35,000 SF Convenient Care Center.

Platform Partners, Houston: Relocation of 16 employees into 12,000 SF

ROLES AND RESPONSIBILITIES

Principal/Senior Project Manager – The Principal is the ultimate point of responsibility for delivery of the project. The senior project manager manages the planning phase activities including development of the



Relocation Manual (work plan), the Task List, master move schedule and plan, communications plan, and vendor RFP process.

Project Manager – The project manager will oversee implementation of the planning activities, conduct project meetings, monitor completion of Task List activities, prepare hour-by-hour schedules, conduct process improvement meetings after each move, and oversee project closeout activities.

Project Coordinator: Supports the senior project manager by planning and coordinating activities of designated move procedures and processes and facilitates moves at destination, holds individual meetings with departmental move coordinators, schedules dock and freight elevator, oversees the smooth set activities, files and follows up on damage claims, and audits mover invoices and tracks the mover's budget to ensure no cost overruns. Develops and maintains the database.

Clerk: Develops and puts together the Move Kits, uses the Access database to print labels, makes the room number signs, start/stop cards for file moves, and any other clerical requirements.

STRATEGY/MOVE PROCESS

Once the schedule and budget are developed, we will work with Fort Bend County to identify specific strategies to improve and enhance all aspects of the move process. We have a proven track record of making significant contributions and cost savings on projects.

Lesley's consulting efforts provide thorough organization and planning efficiencies that eliminate cost overruns, and the duplication of project resources. Our experienced counsel on purchasing decisions often results in a reduction in the cost of products and services required during the relocation. The combination of Lesley's consulting and project management services ensures the proper allocation of resources, minimizes the disruption of daily operations and results in a smooth transfer during a move.

REFERENCES

Mr. David Egbert
Archrock
281-836-8069

Mr. Bill Neeson
(Shell Project)
Hines
281.589.7410

Ms. Angela Buckner
Noble Energy
281.876.8826

INSURANCE

Lesley's sample certificates of insurance are included in the Appendix.



WHY LESLEY?

Lesley believes that our track record speaks for itself and that our clients will speak equally favorably of our performance and commitment to their individual needs and objectives.

We suggest that Fort Bend County consider the question, *Why Lesley?* in the context of the following critical issues:

1. Lesley has experience working with government entities. Lesley managed the move of the Houston Police Department into its 500,000 SF headquarters. We oversaw the move of the Crime Lab and the move of the evidence with SWAT.
2. Lesley has been in business for over 33 years providing relocation management services. This is what we do every day. We do not provide any other services.
3. Eighty percent of Lesley's business is through referrals or repeat business with existing clients.
4. Key team members have a depth and breadth of project experience.
5. Our staff members are regular full-time employees, *not contract*. This means we provide benefits, including Worker's Compensation.
6. We do not receive revenue from any source but our clients. We do not receive a percentage of mover invoices and have never marked up reimbursable expenses.
7. We have experience with all types of companies and an understanding of their unique management and communication styles.
8. We have the ability to handle move-day surprises and crises.
9. Our performance in meeting budget and schedule projections has been proven.
10. We have a process for qualifying movers based on project requirements and objectivity in recommending those movers.
11. We have the experience and expertise to audit mover invoices, which has resulted in significant savings to our clients.
12. We are effective in team building, leadership, and motivation.
13. We develop creative employee communication programs that minimize downtime and stress.

BENEFITS TO FORT BEND COUNTY

The benefits of Lesley relocation management services are direct and significant:

Crisis Avoidance. In the course of moving more than 80 million square feet of office, research, and other space since 1984, we have learned what move-day crises might develop and how to anticipate and deal with them.

Cost Minimization. Clients who account for the cost of management involvement find that services from Lesley's cost significantly less than do-it-yourself moves. Inexperienced managers may learn the most important lessons by making mistakes in crisis situations, thereby compounding the cost of their involvement.



Objectivity. Lesley & Associates does not provide moving services or computer disconnect/ reconnect services. We objectively qualify and select these vendors, a service that is critical to relocation performance and cost.

SCOPE OF SERVICES

Following are assumptions used for preparing the fee proposal and the mover budget:

- ⌚ The move is tentatively planned to occur in late March or early April of 2018.
- ⌚ The sequence for the move is as follows:
 - District Clerk from the 1st Floor to the 3rd Floor
 - County Clerk from the 1st Floor to the 1st Floor
 - District Attorney from the 2nd Floor to the 1st and 2nd Floors
- ⌚ The headcounts for the move are as follows:
 - County Clerk – 61
 - District Clerk – 70
 - District Attorney – 110
- ⌚ The existing office furniture and cubicles will move.
- ⌚ The existing high-density file equipment and files will move.

In organizing and executing the relocation, Lesley will serve as a direct extension of Fort Bend County's staff. We will plan and organize the move and provide on-site management services as specified below.

Lesley has a defined process which is listed below. An early task in the planning segment will be to modify the process to meet Fort Bend County's specific requirements. Our approach is to be flexible and make this process work for Fort Bend County.

PHASE I. PLANNING

A. ORGANIZATION

Lesley will work with Fort Bend County to organize the relocation project.

1. *Establish Project Objectives and Milestones.*

Meet with Fort Bend County's management to achieve a thorough understanding of the firm's operational patterns, physical requirements, and project objectives.

2. *Project Team and Organization.*

Conduct meetings with the Fort Bend County managers and staff members who will be directly involved in the move to delineate:

- a. Areas of responsibility
- b. Description of tasks to be performed
- c. Reporting structure
- d. Overview of move process



3. Project Budget.

Lesley will assist in developing budget that includes the costs of move-related vendor services.

B. TASK LIST

Lesley will assist Fort Bend County in establishing an overall move plan and occupancy schedule that emphasizes continuity of daily activity. A computerized Task List will be developed for tracking actual vs. planned events. Lesley will also provide guidance and assistance in all areas of the Task List, including orientation and training, operations and staffing plans, etc.

C. COMMUNICATIONS PLAN

Lesley will assist in developing a communications plan to ensure the proper flow of information maintaining the objectives that Fort Bend County sets forth for the project. We will ensure the transfer of all relevant project information among the internal and external members of the project team.

We will develop a *Relocation Manual (work plan)* for the move team and the departmental move coordinators, which identifies all of the project team members and their roles and responsibilities (including assisting with the selection of departmental move coordinators). The manual will also include a preview of the move kit information, from/to list, and task list.

We will develop *move kits*, which will include packing and tagging instructions to be distributed to each employee just prior to the move. Our goal is to provide an enthusiastic, stress-free environment.

D. DATABASE

Lesley will assist in development of the move database.

E. VENDOR SELECTION

Lesley will work with Fort Bend County in selection of a mover, furniture dealer to disassemble and reassemble the furniture and cubicles, and a vendor to deinstall and reinstall the high-density file systems. Lesley will develop requests for proposals (RFPs), evaluate proposals, and make recommendations.

F. DEPARTMENTAL MOVE COORDINATOR (DMC) MEETINGS

Lesley will design an interview form and conduct interviews with each DMC, and enter information into a database. Lesley will coordinate progress meetings related to move planning and coordination. We will train Fort Bend County's DMCs in the use of Lesley's standardized coding system for tagging and marking furniture, files, and equipment; give coordinators specific move instructions for distribution to all employees; and specify recommended packing time for employees, delivery of packing materials, and other key details.

G. CLEAN-UP PROGRAM

Lesley will develop a proposal for a clean-up program that takes into consideration the opportunity to discard paper, equipment,



etc. while minimizing the volume of material that must be moved to and housed in the new facility.

H. PROJECT MEETINGS

Lesley will conduct regular project meetings with Fort Bend County's staff and vendors and provide meeting notes.

I. HOUR-BY-HOUR SCHEDULE

Lesley will develop an Hour-by-Hour Schedule for all move-related activities.

Phase II. Move Management

A. ON-SITE MANAGEMENT

Lesley consultants will work with property managers, general contractor, Facilities personnel, IT/Telecom and Security at both the origin and destination to coordinate loading dock and elevator access for the mover and any other move-related vendors.

B. MOVE MONITORING

Lesley staff will monitor activities of the move-related vendors and oversee packing, tagging, building protection, disassembly/reassembly and the moving, and placement of everything to be moved.

PHASE III. POST-MOVE WRAP-UP

A. POST-MOVE ASSISTANCE

Lesley staff will work with staff and vendors to assure that post-move issues are resolved in a timely manner.

B. PUNCH LIST

Lesley will perform a walkthrough with Fort Bend County representatives at the new location and assist in preparing a move punch list of any deficiencies or damage related to the move-in.

C. VENDOR PAYMENTS

Lesley will review each vendor's performance and make recommendations for final payments. We will assist in filing and settling any damage claims.

D. RECORD DELIVERY

Lesley will provide Fort Bend County with copies of all significant project data from our project records

COMPENSATION

Based on the scope of services outlined above and our estimate of professional and staff time requirements, the not-to-exceed fee is \$59,301.00.

We will bill Fort Bend County for actual hours worked, according to the rate schedule provided below:



Principal/Senior Project Manager	\$145.00
Project Coordinator	\$ 75.00
Clerk	\$ 55.00

FEE SCHEDULE

The estimated fee is based on the hours estimated to complete the project as outlined under Scope of Services. Any tasks performed that are not included in the Scope of Services will be considered outside the scope of the project and are not included in the not-to-exceed fee. Our staff will not undertake such additional tasks unless first authorized in writing by Fort Bend County. Additional tasks will be billed at the same hourly rate as services included in the Scope of Work.

REIMBURSABLE EXPENSES

The not-to-exceed fee does not include reimbursable expenses. Reimbursable expenses will include such costs as printing and reproduction, messenger services, long distance telephone calls, parking, mileage at the approved IRS rate, and related expenses. We do not mark up any expenses.

PAYMENT

We will submit invoices on a monthly basis for services rendered and expenses incurred during that period. Payment terms are net 30 days.

TERMS AND CONDITIONS

Project fee estimates are based on the assumptions, specifications, and conditions as outlined in the Request for Proposal. Any material modifications or additions to these initial specifications may affect total fees and expenses or availability; any such changes and their effects on fees or availability will be confirmed in writing.

Written authorization from Fort Bend County must be given to Lesley prior to beginning the project or incurring any expenses related to the project.



APPENDIX	Project Hours and Fees	14
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Project Hours and Fees

Activity	SPM Hrs.	PC Hrs.	C Hrs.	Totals
Task List	2	12		
Database	1	26		
Communications Plan	14	12	42	
Vendor Selection	18	4		
Clean-up Program		12		
Project Meetings	62	20		
DMC Meetings	6	32		
Hour-by-Hour Schedule	12	10		
File Move	16	64	15	
Pre-Move Preparation and Move Implementation	48	90	10	
Post-Move Wrap-up	6	30		
Estimated Hours	185	312	67	
Estimated Fee	\$26,825.00	\$23,400.00	\$3,685.00	\$53,910.00
Not-to-Exceed Fee				\$59,301.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lesley & Associates
Houston, TX United States

Certificate Number:
2017-238167

Date Filed:
07/18/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

999999
Relocation Management Services

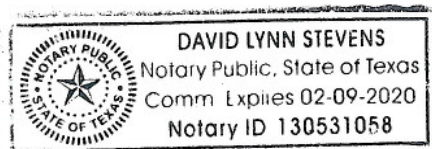
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Patsy Lesley
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Patsy Lesley, this the 10th day of August, 2017, to certify which, witness my hand and seal of office.

David Lynn Stevens
Signature of officer administering oath

DAVID LYNN STEVENS
Printed name of officer administering oath

Public Notary
Title of officer administering oath