

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES – DESIGN  
SOQ 17-079 DESIGN/BUILD ANIMAL SERVICES EXPANSION II PROJECT**

**THIS AMENDMENT**, 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 Broadus Construction, LLC (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services – Design for the construction of a new animal shelter building on the existing Animal Services site pursuant to SOQ 17-079, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to add the construction of the building to the Services to be provided under the Agreement and increase the Maximum Compensation payable to Consultant for the provision of such Services to County.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Consultant an additional amount not to exceed one million seventy-four thousand one hundred thirty-six dollars and no/100 (\$1,074,136.00) for the construction services to be provided in addition to the design services under the Agreement, as described in Consultant’s Phase 2 Construction Fee Proposal dated April 17, 2018, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed one million one hundred forty-two thousand six hundred thirty-six dollars and no/100 (\$1,142,636.00), authorized as follows:

\$68,500.00 under the Agreement; and  
\$1,074,136.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.

4. In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Consultant shall be compensated at not less than the rates shown in the attached Exhibit "B". Consultant shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.
5. The following shall be added to Section 3 of the Agreement to replace subsection 3.3 and add subsections 3.4 through 3.6:

3.3 Consultant shall submit all "Applications for Payment" (as herein defined) for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10th) day of each calendar month during the progress of the Services. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Consultant shall submit the following in a form acceptable to the County Auditor:

3.3.1 A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Consultant certifying that:

3.3.1.1 The proportionate part of the Services described in such Application for Payment has been performed;

3.3.1.2 Consultant's amount included in the Application for Payment attributable to the Services provided is due and owing;

3.3.1.3 There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;

3.3.1.4 All due and payable bills with respect to the Services have been paid to date or are included in the amount requested in the current Application for Payment, and

3.3.1.5 Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.

3.3.2 A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Consultant's preceding Application for Payment, executed by Consultant with a statement certifying those matters set forth in clauses 3.3.1.1 through 3.3.1.5 of subparagraph 3.3.1 above, certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.

3.3.3 An affidavit executed by Consultant that payrolls, bills for materials and equipment, and other indebtedness connected with the Services for which County or Consultant might be responsible or encumbered (less amounts withheld by Consultant) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in the Texas Property Code Section 53.085.

3.4 Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Consultant the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon final completion of the entire Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Consultant, including Services provided by its sub-contractors.

3.5 Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Consultant upon the date determined substantially completed. County shall pay all outstanding and withheld

portions of the Maximum Compensation to Consultant upon the later to occur of (i) thirty (30) days after the Project is accepted by the County or, (ii) the date the Consultant causes all mechanics' and materialmen's liens filed against the Project to be removed. County shall have received from Consultant a lien waiver or an affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of liens for labor or service performed or rendered and material supplied or furnished, in connection with the construction and installation of the Project), and with respect to this Agreement, Consultant shall have provided County the Final Certificate of Occupancy for the building.

3.6 Upon payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to Section 3.5, Consultant shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

6. The Time of Performance under the Agreement is hereby extended to end no later than two hundred ten (210) calendar days from the date of execution final execution of this Amendment.

7. The following shall be added to Section 12 of the Agreement:

12.2 Consultant shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Consultant in the defense of each matter.

12.3 Consultant's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

12.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts

or omissions of Consultant, Consultant shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter.

12.5 Consultant's indemnification shall cover, and Consultant agrees to indemnify County, in the event County is found to have been negligent for having selected Consultant to perform the work described in this request.

12.6 The provision by Consultant of insurance shall not limit the liability of Consultant under this Agreement.

12.7 Consultant shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Consultant's operations. Such provisions shall be in form satisfactory to County.

12.8 Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant and/or trade contractor providing such insurance.

8. Consultant shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas

9. Certain State Law Requirements for Contracts

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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 final party.

FORT BEND COUNTY

BROADDUS CONSTRUCTION, LLC

\_\_\_\_\_  
Robert E. Hebert, County Judge



\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Samuel A. Sprouse

\_\_\_\_\_  
Authorized Agent - Printed Name

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
April 17th, 2018

\_\_\_\_\_  
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

# EXHIBIT A

T H E  
**BROADDUS**  
C O M P A N I E S

Date: April 17<sup>th</sup>, 2018\_Rev01

To: Mr. James Knight, Architect  
Fort Bend County (FBC) | Director of Facilities  
[James.Knight@fortbendcountytexas.gov](mailto:James.Knight@fortbendcountytexas.gov)  
(281) 238-3095 phone

From: Samuel A. Sprouse, PE, MBA  
Broaddus Construction, LLC  
[ssprouse@broaddusassociates.com](mailto:ssprouse@broaddusassociates.com)  
(832) 808-2246 mobile

RE: Design-Build Animal Services Expansion Project  
Phase 2 Construction Fee Proposal

Mr. Knight –

We are pleased to submit our proposal for Phase 2 – Construction Fees for the Design-Build Animal Services Expansion project. A summary of the total project costs is below:

Design & Pre-Construction **	\$	68,500
Construction	\$	1,074,136
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Total Project Cost	\$	1,142,636

*\*\* The Design & Pre-Construction phase has already been completed and contract was awarded on 8/22/2017.*

Should you have further questions about this proposal, please contact me directly. Thank you for your time and consideration.

Respectfully Submitted,



Samuel A. Sprouse, PE, MBA  
Vice President | Houston Regional Manager

Cc: David Bowlin  
Office File





100% CD ESTIMATE

		100% CD Estimate	Notes:
Div 1 - GENERAL CONDITIONS / REQUIREMENTS		\$ 116,800.00	GCs / OH, Building Permit
General Conditions / OH	\$ 112,500.00		
Building Permit Fee	\$ 4,300.00		
Div 3 - CONCRETE		w/ Div 13	Building Slab & Foundations
Div 4 - MASONRY		\$ 64,777.00	Grey Block
Div 5 - METALS		\$ 4,878.00	Galvanized Handrail
Div 6 - WOOD & PLASTIC		\$ 15,000.00	Millwork
Div 7 - THERMAL & MOISTURE PROTECTION		\$ 10,000.00	2" Rigid Board Insulation
Div 8 - DOORS/HARDWARE/GLAZING		\$ 23,600.00	Doors & Hardware - Furnish ONLY
Div 9 - FINISHES		\$ 110,632.00	
Drywall, Framing & Finish	\$ 48,088.00		
Frame/Door/Hardware Installation	\$ 6,480.00		
In Wall Insulation	\$ 5,579.00		
1. Electrical Package	\$ 3,856.00		
Acoustical Ceiling	\$ 5,977.00		
VCT Flooring	\$ 3,338.00		
Painting	\$ 25,314.00		
Concrete Floor Sealer	\$ 12,000.00		Conc Floor Sealer
Div 10 - SPECIALTIES		\$ 3,050.00	
Toilet Accessories	\$ 550.00		
Signage	\$ 1,500.00		Labor & Materials
Fire Extinguishers	\$ 1,000.00		Assume (5) FE's
Div 11 - EQUIPMENT		\$ 47,099.00	
Chain Link Fence Kennels	\$ 35,945.00		
Guillotine Doors / Kennel Doors (AE-1A & 1B)	\$ 11,154.00		
Cat Cages (AE-2)	By Owner		FFE (by Owner)
Cat Intake Holding Cages (AE-3)	By Owner		FFE (by Owner)
Recovery Cages (AE-4)	By Owner		FFE (by Owner)
Unloading / Install of Cages + Freight/Handling	By Owner		FFE (by Owner)
Preparation Table (AE-5)	By Owner		FFE (by Owner)
Grooming Tub (AE-7)	By Owner		FFE (by Owner)
Div 13 - SPECIAL CONSTRUCTION		\$ 216,800.00	PEMB + Concrete & Foundations
Pre-Engineered Metal Building	\$ 110,800.00		
Concrete & Foundations	\$ 106,000.00		
Div 22 - PLUMBING		\$ 124,995.00	
Div 23 - MECHANICAL		\$ 46,000.00	
Div 26 - ELECTRICAL		\$ 117,605.00	
Div 27 - COMMUNICATIONS		w/ Div 26	w/ Div 26
Div 28 - FIRE ALARM		\$ 20,000.00	Fire Alarm System & Devices
Div 31 - EARTHWORK		\$ 21,135.00	Building Pad Prep & Select Fill
Div 33 - UTILITIES		\$ 14,200.00	Buy w/ Div 22
ADD Gas inside the Building	incl above		
ADD 40' Sanitary Sewer	incl above		
ADD Proposed Manhole	incl above		
ADD (1) - 1-1/2" Domestic Water Line	incl above		
ADD (1) - 1-1/2" Backflow Preventer	incl above		

SUBTOTAL		\$ 956,571.00
PAYMENT AND PERFORMANCE BOND	2.50%	\$ 23,914.28
INSURANCES - GL	0.48%	\$ 4,591.54
INSURANCES - BUILDERS RISK	0.89%	\$ 8,513.48
E&O INSURANCE		\$ 13,500.00
PHASE 2 - A/E CONSTRUCTION ADMIN		\$ 14,000.00
CONTRACTOR FEE	4.5%	\$ 43,045.70
PROJECT CONTINGENCY		\$ 10,000.00
PROJECT TOTAL		\$ 1,074,136

SCHEDULE:  
  
7 months = 210 calendar days

100% CD ESTIMATE

EXCLUSIONS:

- 1. Sales Tax
- 2. Dog Walking Trail
- 3. No Resinous Flooring
- 4. Detention Pond
- 5. Tap & Impact Fees
- 6. Electrical Services Fees
- 7. Security and Surveillance
- 8. Fire Sprinkler
- 9. Telephone/Data Cabling
- 10. Windstorm Certification

VE ITEMS:

- 1. Electrical Package
- 2. Trench Drains in lieu of Spot Drains in  
Kennel Area

BY A.S. STAFF:

- 1. All furniture
- 2. Trash cans
- 3. Grooming table
- 4. Wash tubs
- 5. Bowls / buckets / litter pans
- 6. Washer / Dryer
- 7. Cat Quarantine cages
- 8. Cat Room cages
- 9. Shelving in Supplies room
- 10. Computers
- 11. Stainless steel tables
- 12. Vaccine frig and big frig
- 13. Surgery table
- 14. Procedure light
- 15. Wall mounted prep table (folding)
- 16. Recovery kennels
- 17. Hoses & reels

# EXHIBIT B

## PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX170297 04/14/2017 TX297  
Superseded General Decision Number: TX20160297

State: Texas  
Construction Type: Building  
County: Fort Bend County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	01/27/2017
3	04/14/2017

ASBE0022-009 12/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 23.42	12.26

\* BOIL0074-003 01/01/2017

BOILERMAKER	\$ 28.00	22.35
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CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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ELEC0716-005 08/29/2016

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 31.25	9.11
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ELEV0031-003 01/01/2016

ELEVATOR MECHANIC	\$ 39.24	29.985+a
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FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2015

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
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PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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PLUM0068-002 10/01/2016

PLUMBER	\$ 34.35	9.79
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PLUM0211-010 10/01/2016

PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.53	11.11
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SHEE0054-003 07/01/2014

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
SUTX2014-023 07/21/2014		
ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these

classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator



U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – DESIGN  
ANIMAL SERVICES EXPANSION PROJECT  
SOQ 17-079**

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 Broaddus Construction, LLC (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Consultant provide professional engineering services, including the design for the construction of a new animal shelter building on the existing Animal Services site to expand the campus (hereinafter "Services") pursuant to SOQ 17-079; and

WHEREAS, Consultant 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**

Consultant shall render Services to County as defined in the proposal dated July 25, 2017, (attached hereto as Exhibit A).

**Section 2. Personnel**

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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 Consultant'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 Proposal described in Exhibit A is sixty-eight thousand five hundred dollars and no/100 (\$68,500.00). 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 Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by Facilities & Planning 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 thirty (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 Consultant 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-eight thousand five hundred dollars and no/100 (\$68,500.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed sixty-eight thousand five hundred dollars and no/100 (\$68,500.00).

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than one hundred forty (140) calendar days thereafter. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

#### **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Professional Liability insurance may be 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 Consultant, 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, Consultant 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**

**CONSULTANT 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 CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

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

12.5 Consultant 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 Consultant**

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

13.2 Consultant 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

Consultant: Broaddus Construction, LLC  
24 E. Greenway Plaza, Suite 1203  
Houston, Texas 77406



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**

Consultant 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, Consultant 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**

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 Consultant 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 Consultant 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.

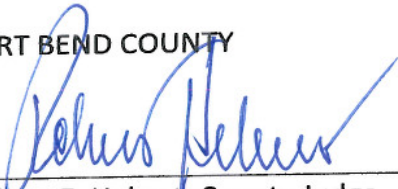
#### **Section 24. Conflict**

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

  
Robert E. Hebert, County Judge

BROADDUS CONSTRUCTION, LLC

  
Authorized Agent – Signature

Date 8-22-2017

SAMUEL A. SPROUSE  
Authorized Agent – Printed Name

ATTEST:

  
Laura Richard, County Clerk



VICE PRESIDENT  
Title  
15 AUG 2017  
Date

APPROVED:

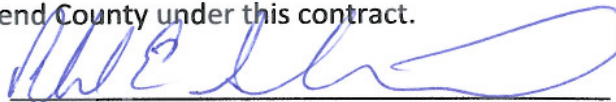
  
James Knight,  
Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 68,500.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

## Initial Scope of Services:

Provide professional engineering services, including the design for the construction of a new animal shelter building on the existing Animal Services site to expand the campus, meeting the following specifications:

1. The new Building will be approximately a 5,976 square foot pre-engineered structure with metal panel walls and roof (color to match existing).
2. Twenty (20) indoor / outdoor dog kennels, seven (7) indoor only kennels and eight (8) quarantine kennels. Kennel construction consists of CMU block of varied sizes and galvanized chain link fencing and gates.
3. Other programed spaces include Field Officers, Vet Office, Surgical Suite, Intake, Cat Area with quarantine room, Utility, Food Prep and Storage, Bathing and Grooming, Birthing Room, Restroom and Conference Room.
4. Extension of asphalt paving to connect to existing parking area for vehicular service access.
5. Utilize existing on-site water and sewer service connections.
6. Provide shop drawings to owner for approval.
7. Design Build contractor to develop design, specifications, and cost estimate within the budget for all scope items.



Date: July 25<sup>th</sup>, 2017

To: Mr. James Knight, Architect  
Fort Bend County (FBC)  
Director of Facilities  
[James.Knight@fortbendcountytx.gov](mailto:James.Knight@fortbendcountytx.gov)  
(281) 238-3095 phone

From: Samuel A. Sprouse, PE, MBA  
Broaddus & Associates, Inc.  
Houston Area Manager  
[ssprouse@broaddusassociates.com](mailto:ssprouse@broaddusassociates.com)  
(832) 808-2246 mobile

RE: Design-Build Animal Services Expansion Project  
Phase 1 Design Fee Proposal

Mr. Knight –

Per our recent communications and meeting held on July 10, 2017, we are pleased to submit our proposal for Phase 1 – Design Fees for the Design-Build Animal Services Expansion project.

**GENERAL INFORMATION:**

1. Fort Bend County, TX plans to construct a new Animal Shelter building on the existing animal shelter site to expand the existing campus.
2. The current shelter serves the unincorporated areas of Fort Bend County and receives approximately 3,500 animals per year and serves a human population of approximately 500,000 people. The human population is expected to increase to approximately 720,000 in the next 20 years.
3. The project cost is budgeted at \$900,000 and includes architectural and engineering fees.
4. The size of the new animal shelter has not been finalized but was preliminary determined to be 6,000 SF as shown on the Floor Plan prepared by Fort Bend County.
5. The project includes limited Site Work with a small amount of asphalt paving to connect the new building with the existing parking area. The asphalt will be installed by the county. A walking trail may be provided for dogs but that will be constructed by the County.



**PROPOSED SERVICES:****• SCHEMATIC DESIGN**

1. Based on the approved Building Space Program, provided in the RFQ, prepare a Preliminary Floor Plan and Site Plan. The initial Floor Plan is a single-line drawing showing the size and layout of the facility and all the room locations to scale. The Site Plan will show the building, the parking, service drives and sidewalks based on the selected site.
2. We will send Floor Plan and Site Plan to the Client for review and comment and then make mutually agreeable adjustments before providing moving on. SPOA will prepare a preliminary Sketch-up model to establish the general building form. Adjust Floor Plan in concert with the Design Builder as needed to develop the three-dimensional design of the building. Adjust Site Plan with input from the Design Builder.
3. Michael Barnard will attend one (1) half day Conceptual Design review meeting with the Design Builder and the Client in Fort Bend County, TX. Meeting to be scheduled to allow travel to Rosenberg, TX one day, meet the next and return the following day.
4. Based on approved initial Floor Plan including any requested adjustments, prepare a CAD Preliminary Floor Plan. These will be drawn accurately to scale. The Floor Plan will show wall thickness and show all walls, doors, windows, dog runs, cat equipment, floor slopes and drains, plumbing fixtures and cabinets.
5. Provide Animal Shelter Design written recommendations for HVAC Systems, Plumbing Systems, Lighting, Electrical, Sound Control, and Finish Materials for Floors, Walls and Counters and a wide variety of other details related to Animal Shelter aspects of the project. Provide written recommendations for other issues as appropriate to advise and offer guidance in order to provide the Client a high-quality service.
6. Provide Animal Equipment outline specifications, cut sheets and photographs of various animal housing and other equipment, then meet with the Client via "go-to meeting" for review and selection.
7. Provide outline specifications for all architectural building products and written narrative of Structural, Mechanical and Electrical, and Civil Engineering.
8. Adjust Sketch-up model to conform to final Conceptual Design Floor Plan and make mutual agreeable changes.
9. Michael Barnard will attend one (1) half day Conceptual Design review meeting with the Design Builder and the Client in Rosenberg, TX. Meeting to be scheduled to allow travel to Rosenberg, TX one day, meet the next and return the following day.
10. Design Builder provides iterative cost estimate and clarifications / assumptions based on Schematic Design plans developed by SPOA.

- **DESIGN DEVELOPMENT PHASE**

1. Prepare Design Development drawings including: Site Plan, Floor Plan, Exterior Elevations, Wall Sections, and Cabinet Elevations. Provide preliminary Structural, Mechanical and Electrical, and Civil Drawings.
2. Provide specifications for all proposed materials.
3. Design Builder provides iterative cost estimate and clarifications / assumptions based on Design Development plans developed by SPOA.

- **CONSTRUCTION DOCUMENTS PHASE**

1. Prepare complete construction documents in sufficient detail to obtain competitive bids from sub- contractors and obtain building permit.
2. Design Builder provides iterative cost estimate and clarifications / assumptions based on Construction Documents plans developed by SPOA.

- **BIDDING PHASE**

1. Review and give written comment on any proposed "Value Engineering" changes that may be proposed.
2. Answering Bidders' questions during bidding phase.
3. Design Builder solicits subcontractor pricing and clarifications / assumptions based on Construction Documents developed by SPOA.

- **CONSTRUCTION ADMINISTRATION PHASE**

1. Fee will be part of PHASE 2 – CONSTRUCTION.

**ADDITIONAL SERVICES:**

1. Any services not identified in the Proposed Services section as outlined above.
2. Revisions to previously approved documents or changes to previous instructions from you.
3. Landscape Design
4. LEED certification
5. Furniture Design



6. Signage Design other than code compliant room identification.

### **COMPENSATION:**

1. The fee for the proposed services for PHASE 1 – Design Fees is Sixty-Eight Thousand Five Hundred dollars (\$68,500). The compensation for each phase of service will be as follows:

<b>PHASE 1 - DESIGN / PRECONSTRUCTION</b>	<b>Architect</b>	<b>Structural Engineer</b>	<b>MEP Engineer</b>	<b>Civil Engineer (Note #1)</b>	<b>Design Builder (Precon)</b>	<b>Total</b>
Schematic Design	\$ 8,000	\$ 500	\$ 3,000	\$ 3,000	\$ 2,000	\$ 16,500
Design Development	\$ 12,000	\$ 1,000	\$ 5,000	\$ 3,000	\$ 2,000	\$ 23,000
Construction Documents	\$ 12,000	\$ 1,000	\$ 5,000	\$ 3,000	\$ 2,000	\$ 23,000
Bidding / Negotiation	\$ 2,000	\$ -	\$ 1,000	\$ 1,000	\$ 2,000	\$ 6,000
<b>PHASE 1 Total</b>	<b>\$ 34,000</b>	<b>\$ 2,500</b>	<b>\$ 14,000</b>	<b>\$ 10,000</b>	<b>\$ 8,000</b>	<b>\$ 68,500</b>
Expressed as % of TPB	3.78%	0.28%	1.56%	1.11%	0.89%	7.61%

#### Notes:

1. Fee is subject to change should the City / County have special requirements above and beyond the normal inclusions.

### **PROVIDED BY FORT BEND COUNTY:**

1. The Complete "Record Drawings" of the existing site and buildings.
2. Detailed dimensioned survey of site prepared by a registered public land surveyor including boundaries, existing improvements, existing site utilities, topography at 1'-0" intervals, spot grades and existing tree locations, species and sizes, etc. drawn in AutoCAD 2016 or newer format.
3. Geotechnical Study prepared by a qualified geotechnical engineer to be used by the structural engineer in designing the foundation.
4. HVAC system testing, adjusting and balancing.
5. Asbestos Survey of the existing Building (if required).
6. Platting of property (if required) including any civil engineering required.
7. Payment of governmental fees, such as City Plan review fees, State required Handicap Accessibility Plan Review and Inspection, etc.

**SCHEDULE:**

It is anticipated that the architectural and engineering services will commence in late summer of 2017 in order to more fully establish the design, the estimated construction cost and construction phasing. The Owner intends to commence construction as soon as the construction estimate is approved by the County Commissioner's Court:

- |                                   |            |
|-----------------------------------|------------|
| • Schematic Design                | 4 weeks    |
| • Design Development              | 4 weeks    |
| • Construction Documents          | 4 weeks    |
| • Final Cost Estimate Preparation | 3 weeks    |
| • Bidding Phase                   | 4 weeks ** |

*\*\* anticipated but will not commence until Phase 2 – Construction Phase Estimate is approved by Fort Bend County Commissioner's Court*

Should you have further questions about this proposal, please contact Sam Sprouse per the information listed on page one (page 1) of this document.

Respectfully Submitted,



Samuel A. Sprouse, PE, MBA  
Houston Area Manager

Cc: David Bowlin  
Office File