

B A I L E Y

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**AGENDA ITEM**

**TRANSMITTAL**

# 41 F  
9.22-09

Date September 17, 2009  
Project Name Fort Bend County Courthouse  
Project Number

To Mr. James D. Knight, AIA, Project Manager  
Facilities Management & Planning, Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469

From Ray Bailey, FAIA

	Date	Description
Duplicate	9/17/09	Agreement for Professional Grant Preparation Services for Fort Bend County Courthouse

Remarks As we discussed, here is the agreement which I have signed. We're excited to start the project.



SECTION III  
TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV  
LIABILITY INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION V  
NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
  - A. If to the Contractor:
    - Bailey Architects
    - 4100 South Shepherd
    - Houston, Texas 77098
    - Attn: Ray Bailey, FAIA

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg TX 77471

J. C. Whitten  
Special Services, County Judge's Office  
301 Jackson, Suite 719  
Richmond, Texas 77469

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$15,750.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$15,750.00.

#### SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 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 such other party, in respect to all covenants of this Agreement.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

#### SECTION VIII PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX  
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X  
OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches, reports and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XI  
INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENCE, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**
- 11.02 **CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN**

**LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.**

SECTION XII  
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIII  
MISCELLANEOUS

- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

*EXECUTION PAGE TO FOLLOW*

SECTION XIV  
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

By: Robert Hebert  
Robert E. Hebert, County Judge

September 22, 2009  
Date

ATTEST: Dianne Wilson  
Dianne Wilson, County Clerk

CONTRACTOR: BAILEY ARCHITECTS

Ray Bailey  
Ray Bailey, FAIA  
President

09.17.09  
Date

MER:Bailey.PSA.Courthouse Restoration\_\_\_\_(091620009)

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$15,750.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor dated August 26, 2009

Exhibit A

B A I L E Y  
A R C H I T E C T S

4109 Beech Street  
Houston, Texas 77006-0398  
P.O. Box 140369  
Houston, Texas 77254-0369  
Tel: 713 624 2175  
Fax: 713 624 2147  
www.baileyarchitects.com

26 August 2009

Mr. James Knight, AIA, Program Manager  
Fort Bend County Facilities Management & Planning  
301 Jackson Street  
Richmond, TX 77469

Re: Proposal for Professional Services  
Preparation of Grant Application for the Fort Bend County Courthouse to Round VI of the  
Texas Historic Courthouse Preservation Program

Mr. Knight:

We are pleased to submit for your consideration this Proposal for Professional Services for the purpose of preparing a new grant application for the Fort Bend County Courthouse to Round VI of the Texas Historic Courthouse Preservation Program. The process of preparing this grant application will revise the concepts and recommendations of the Preservation Master Plan originally developed in 2000.


We propose the following services:

1. Review of the existing preservation master plan.
2. Meetings (2 as required) with you and your committee to discuss the courthouse program and potential approaches to the restoration of the courthouse (date of restoration, areas to be included, systems, etc.).
3. Consult with the Texas Historical Commission to optimize the grant information for their scoring process.
4. Observations of the current building conditions (including structural and MEP systems). Existing drawings will be used to document conditions.
5. Compile new recommendations for restoration. The recommendations section of the grant application is where the changes to the master plan will be made, not in the original master plan document.
6. Meeting to review recommendations and cost estimate.
7. Prepare and submit grant application to THC before 1 December 09 deadline.

Bailey Architects will provide these services (including consulting structural and MEP engineers), billed monthly, for a fixed fee of \$15,500.00. Reimbursable Expenses (printing, postage, travel) are estimated at \$250.00. We are prepared to initiate the process immediately upon acceptance of this proposal.

Jamie, we appreciate the opportunity for a continued relationship with you and Fort Bend County to preserve and protect the courthouse, a significant example of early twentieth century classical architecture on the Gulf Coast.

Yours,

  
Ray Bailey, F.A.I.A.  
President

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

AIA (Houston Firm of the Year) 2001  
Member American Institute of Architects

Texas Society of Architects (Firm of the Year) 2001  
Member US Green Building Council

FORT BEND COUNTY COURTHOUSE RESTORATION

09021

PROJECT SCHEDULE - ROUND VI THCPP GRANT APPLICATION

Mon	14 Sept 09	Pre-Start	Review of Master Plan Identify info needs Assemble our 1979 dwgs - scan Request county copies of other old dwgs Send list of to-do by CHC Assemble old photos Proposal/engage structural engineer Proposal/engage MEP engineer
Mon	21 Sept 09	Agreement executed	
Wed	23 Sept 09	Meeting Restoration goals	County Committee
Thur	24 Sept 09	Site Observation:	Existing Conditions Photographs Field Measurements
Fri	25 Sept 09	Existing Conditions	Update floor plans Roof Finish Schedules with conditions
Tues	27 Oct 09	Meeting Review draft grant	County Committee Review conditions Review recommendations
Tues	3 Nov 09	Final Grant Appl	To County for signature & submittal to THC