

FORT BEND COUNTY FY 2010 **COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office DA The Land

Date Submitted: April 26, 2010	9	Submitted E	By: J. C. Whi	itten	
•		Department	: Special Se	rvices	
Court Agenda Date: May 4, 2010	F	hone Num	ber: 281-344	-3950	
Journal Pater may 1, 2010					
SUMMARY OF ITEM: SPECIAL S	ERVICES:			٨	
1.) Take all appropriate action to authorize the County Judge to execute the Funding					
Agreement and Grant of Easement Agreements for the Texas Historical Commission's					
Planning Grant.					
2. Take all appropriate action to authorize Commissioners Court to execute the					
Resolution in Supporting the Efforts of Fort Bend County to Execute Restoration of					
the Fort Bend County Courthouse.					
the Fort Bond County County					
FINANCIAL CUBBBBADY, Dovernous	of total Diam	ning Crant	by funda fra	m Tayas Historical	
FINANCIAL SUMMARY: Payment					
Commission Grant of \$271,047, and County match in FY 2010 budget of \$135,000. Balance if					
needed to be budgeted in FY 201	1.				
BUDGETED ITEM: YES 🖂	NO [
FUNDNO COURCE. Assessment of the	:t. C400 Ca.		٨٥	count Number: G400	
FUNDNG SOURCE: Accounting Un	it: G400 - Col	ırtnouse	ACC	Sount Number. 9400	
I de la companya de l	-				
Instructions to submit Agenda Request		rme will not h	o processed		
 Completely fill out agenda form: incomplete forms will not be processed. Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up 					
information must be provided by Wednesday at 2:00 p.m. to all those listed below.					
All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.					
DISTRIBUTION:					
Original Form Submitted with back up to County Judge's Office ⊠ (✓ when completed)					
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609					
Distribute copies with back-up to a			nd to numbers	below:	
Auditor	(281-341-3774)			(281-342-0587)	
Budget Officer	(281-344-3954)		Comm. Pct. 2	(281-403-8009) (281-242-9060)	
	(281-633-7022) (281-341-8642)		Comm. Pct. 4	,	
☐ Information Technology			County Clerk	•	
 ✓ Auditor ✓ Budget Officer ✓ Facilities/Planning ✓ Purchasing Agent ✓ Information Technology ✓ Other: 	(20101111020)		County Atty	(281-341-4557)	
			-		
RECOMMENDATION / ACTION REQUESTED:					
Authorize the County Judge to execute the above referenced documents for acceptance of the					

Planning Grant to facilitate the development of the Construction Grant proposal due December 1, 2011.

Co Judge

13 PGS

STATE OF TEXAS COUNTY OF FORT BEND

GRANT OF EASEMENT

The County of Fort Bend ("Grantor"), a political subdivision of the State of Texas, owner of property described as Fort Bend County Courthouse and Grounds ("Property"), as more fully described in Attachment "A" to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission ("Grantee"), an agency of the State of Texas, the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity that would adversely affect or alter in any material way the appearance or the historic architectural integrity of the Property, except for routine maintenance.
- b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.
- c. The Significant changes in use to the building that may effect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

Grant of Easement Page 1

3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation as achieved for the Property as outlined in the Scope of Work statement attached as Attachment "B" and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

- a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.
- b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that in the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. It is understood and agreed that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.
- b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission Post Office Box 12276 Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Fort Bend County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.
- b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

9. GRANTOR'S INSURANCE

- a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

15. SUPERSEDING CLAUSE

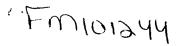
This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of Fort Bend County.

16. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Fort Bend, State of Texas, described as follows:
In witness, this GRANT is executed on the
STATE OF TEXAS:
On this the 4 day of Mau, in the year 2010, before me, a Notary Public in and for the State of Texas, Robert Hebert, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.
In witness whereof, I here unto set my hand and official seal.
Ann Werlein Notary Public, State of Texas My Commission Expires FEBRUARY 24, 2011
Grantee: Texas Historical Commission By: Mark Wolfe Executive Director
STATE OF TEXAS:
On this the <u>24</u> day of <u>Now</u> , in the year <u>2010</u> , before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.
In witness whereof, I here unto set my hand and official seal.
PAIGE NEUMANN Notary Public State of Tenns Corner, Esp. 07-28-2013 MOTARY WITHOUT BOND
Grant of Easement NOTARY WITHOUT BOND

Grant of Easement Page 6



KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors Engineering Firm No. F-1339 3014 Avenue I, Rosenberg, Texas 77471 (281) 341-0808 FAX (281) 341-6333

April 13, 2010

City of Richmond Block No. Ninety-Nine

A FIELD NOTE DESCRIPTION of 1.012 Acre of Land (44,100 square feet) being all of Block No. Ninety-Nine (99) comprised of Lot Nos. One (1) through Fourteen (14) inclusive of the City of Richmond (Volume A, Page 62; Deed Records of Fort Bend County, Texas) being in the Jane H. Long Survey, Abstract No. 55, City of Richmond, Fort Bend County, Texas.

FOR CONNECTION, begin at a 3/4 inch diameter iron rod found for the North corner of Block No. Eighty-Nine (89) of said City of Richmond in the intersection of the Southeasterly right-ofway line of Liberty Street (80 feet wide) with the Southwesterly right-of-way line of Fifth Street (70 feet wide); Said corner bears North 22 Degrees, 30 Minutes, 0 Seconds West - 290.00 feet (reference bearing) along the Southwesterly right-of-way line of said Fifth Street from a punch mark found in a concrete sidewalk for the North corner of Block No. Seventy-Seven (77) of said City of Richmond and bears North 67 Degrees, 30 Minutes, 0 Seconds East - 210.00 feet along the Southeasterly right-of-way line of said Liberty Street from a one inch inside diameter iron pipe found for the West corner of said Block No. Eighty-Nine; Thence; North 67 Degrees, 30 Minutes, 0 Seconds East - 70.00 feet crossing said Fifth Street to a point for the West corner of Block No. Eighty-Eight (88) of said City of Richmond; Said corner bears South 67 Degrees, 30 Minutes, 0 Seconds West - 280.00 feet from a 3/4 inch inside diameter iron pipe with plastic cap found for the West corner of Block No. Eighty-Seven (87) of said City of Richmond; Thence; North 22 Degrees, 30 Minutes, 0 Seconds West - 80.00 feet crossing said Liberty Street to a 5/8 inch diameter iron rod with plastic cap set for the South corner of said Block No. Ninety-Nine in the intersection of the Northeasterly right-of-way line of said Fifth Street with the Northwesterly right-of-way line of said Liberty Street; Said corner being the South corner of and PLACE OF BEGINNING for this 1.012 Acre Tract of Land;

THENCE;

North 22 Degrees, 30 Minutes, 0 Seconds West - 210.00 feet along the Northeasterly right-of-way line of said Fifth Street to an "X" cut in a concrete sidewalk for the West corner of this tract; Said corner being the West corner of said Block No. Ninety-Nine in the intersection of the Northeasterly right-of-way line of said Fifth Street with the Southeasterly right-of-way line of Jackson Street (U.S. Highway No. 90-A; 70 feet wide);

THENCE;

North 67 Degrees, 30 Minutes, 0 Seconds East - 210.00 feet along the Southeasterly right-of-way line of said Jackson Street to an "X" cut in a concrete sidewalk for the North corner of this tract; Said corner being the North corner of said Block No. Ninety-Nine in the intersection of the Southeasterly right-of-way line of said Jackson Street with the Southwesterly right-of-way line of Fourth Street (70 feet wide);

APR 1 4 2010

A Field Note Description 1.012 Acre of Land April 13, 2010 Page Two (2)

THENCE;

South 22 Degrees, 30 Minutes, 0 Seconds East - 210.00 feet along the Southwesterly right-of-way line of said Fourth Street to a 5/8 inch diameter iron rod with plastic cap set for the East corner of this tract; Said corner being the East corner of said Block No. Ninety-Nine in the intersection of the Southwesterly right-of-way line of said Fourth Street with the Northwesterly right-of-way line of said Liberty Street;

THENCE;

South 67 Degrees, 30 Minutes, 0 Seconds West - 210.00 feet along the Northwesterly right-of-way line of said Liberty Street to the **PLACE OF BEGINNING** and containing 1.012 Acre of Land.

C. Tim Griffith, R.P.L.S. No. 4349



Scope of Work

Design and Planning Services for the Restoration of the Fort Bend County Courthouse, Richmond

Project Philosophy and Description

The Scope of Work is identified in the approved Master Plan of 2000, as supplemented and amended by the Round VI Grant Application. The restoration project will remove the 1935 and 1957 additions and restore the Fort Bend County Courthouse and the Courthouse Square to its original condition when first occupied by the County in 1909.

1. Proposed Site Plan

- a. All trees and shrubbery inside of the perimeter ring of trees will be removed and the site restored to grass from the curb to the building.
- b. New pecan trees (approx. 7) will be added to complete the perimeter ring of trees.
- c. Three existing monuments will remain on site (M.B. Lamar statue, Deaf Smith Monument, Fallen Soldiers' Memorial).
- d. Picnic tables and associated walks will be removed.
- e. Existing flag pole to remain.
- f. Construct accessible parking along south curb.
- g. Construct new accessible entrance with ramp at new south entry.
- h. Construct brick enclosure on southeast corner of site for new HVAC chillers, transformers, utility meters, etc.
- i. Existing perimeter and axial sidewalks with be renovated to remove unsafe conditions.
- j. Remove signage from proximity of building (closer to sidewalk).

2. Building Exterior

- a. Additions built on the south side of the courthouse in 1935 and 1957 will be completely removed and the original south façade reconstructed.
- b. Brick masonry will be repaired, pointed, and cleaned.
- c. Cast stone masonry will be repaired, cleaned of paint, and restored to its original buff color to match the brick.
- d. The cast stone columns and capitols will be cleaned of paint and restored to the original buff color to match the brick.
- e. Existing wood windows (replaced in 1980 and renovated after recent hurricanes) will be rehabilitated. Research needed into original exterior colors of windows. Install clear solar control film to inside of window glass.
- f. Existing entry doors will be rehabilitated. Research needed into original exterior colors of doors.
- g. Roof:
 - 1.) Clean and repair copper cornices and pediments.
 - 2.) Reconstruct east and west balustrades.

- 3.) Repair wood decking and framing.
- 4.) Replace built-up roofing, flashing, and parapets with single membrane system (pvc or TPO)
- 5.) Repair copper domes, retain original material to greatest extent possible.
- 6.) Replace cement asbestos shingles with slate shingles and selfadhered polyethelene membrane underlayment and copper flashing.

h. Foundations:

- 1.) Prepare soils tests to evaluate movement and expansion of soils.
- 2.) Investigate potential need and options for new perimeter and interior foundations (strip or pier) to stabilize building movement and make minor level adjustments.
- i. Repair west entry concrete steps.
- j. Remove metal rails at center of east and west entries. Install new rails at each side of steps.
- k. Install drains in basement window wells.

3. Building Interior, Proposed Floor Plans

- a. Public spaces (entry lobbies, rotunda, corridors, courtroom) shall be restored to original 1909 configuration.
- b. Office areas shall be restored to the original 1909 configuration to the greatest extent possible.
- c. Courthouse occupants will include the district courtroom with associated jury and judge spaces; District Clerk space to serve courtroom; Law Library; archive area for county historic documents.
- c. Provide for new accessible elevator cab, new accessible restrooms.
- d. Clean, repair, restore, reconstruct original materials and finishes to greatest extent possible (ceramic mosaic tile floors, wood floors, glazed brick wainscots, plaster walls and ceilings, varnished wood trim and door/window frames).
- e. Restore rotunda "skylight" glazing with lighting above.
- f. Further investigation (including exploratory demolition) is needed to clarify the configuration of the original courtroom:
 - 1.) No current information on 1909 location of judge's bench and balcony.
 - 2.) No information on location of judge's bench and balcony between 1909 and
 - 3.) 1934 drawings imply that bench was on the north and balcony was on the south end of courtroom, supported with columns and with a stair on south wall.
 - 4.) 1934 drawings indicate removal of the balcony, forming a two-story high space throughout. No information whether the courtroom was actually remodeled as shown on the drawings.
 - 5.) No information on location of judge's bench and balcony between 1934 and 1979.
 - 6.) A third floor was inserted into the high courtroom at an unknown date.
 - 7.) The bench was on the south wall at the 1979 date.

4. Building Systems

- a. Remove all HVAC equipment, ductwork, piping, and conduit.
- b. Install new energy efficient HVAC system, properly zoned, with new controls.
- c. Upgrade electrical service (underground) and main panels. Provide new circuits throughout building.
- d. Provide new data and phone service throughout building.
- e. Provide alarm and fire protection sprinkler systems throughout building.
- f. Provide new energy efficient lighting throughout.
 - 1.) Rehabilitate or replace fixtures in historically sensitive areas.
 - 2.) Replace fixtures in office areas with appropriate energy efficient fixtures.
- g. Upgrade sanitary drains to the street.
- h. Upgrade storm drains (from roof) to the street.

5. Accessibility

- a. Construct accessible parking along south curb.
- b. Construct new accessible entrance with ramp and steps at new south entry.
- c. Provide for new accessible elevator cab, new accessible restrooms.

6. Courthouse Occupants upon Restoration:

A new judicial center is currently under construction to accommodate the needs of the growing county. Many of the functions currently in the historic courthouse will relocate to the new facility. The following functions are currently planned for the restored courthouse.

- a. District Court and support facilities (judge's chambers, jury room)
- b. 14th Court of Appeals
- c. Attorney General's Court
- d. Special Court Docket & Trials
- e. Archival Records Storage and Study Facility
- f. County Historical Commission

Scope of Services

The A/E will provide comprehensive services associated the Schematic Design, Design Development and Construction Documents phases of basic services. The Architect will submit the documents for review by the THC at the specified intervals and present the plans for comment to the County. The documents shall be revised to the mutual acceptance of the THC and the County to a point of 95% completion.

Deliverables by Phase

- 1) Pre-Design (review submittal at end of phase)
 - a) review and update of Master Plan restoration recommendations
 - b) updated survey of materials and conditions
 - c) review and update of Master Plan and Round V cost estimates
 - d) measured floor plans, elevations and roof plan
 - e) set of /historic existing conditions keynoted for demolition, post-demolition keynoted for new work
 - f) site plan noting all existing features and identifying new work
- 2) Schematic Design phase documents (review submittal at end of phase)
 - a) schematic structural proposal for new elevator shaft
 - b) proposed accessibility solutions
 - c) masonry, window, room finish, and door survey forms
 - d) narrative description of MEP systems/equipment, proposed type and location
- 3) Design Development phase documents (review submittal at end of phase)
 - a) plans, elevations and section drawings noted for specific work required
 - b) site plan including survey and noting all sitework, grading, new equipment, hardscape and landscape features
 - c) completed window survey, draft recommendations
 - d) completed masonry condition survey, draft recommendations
 - e) schematic mechanical/electrical and plumbing proposals
 - f) geo-technical reports and foundation structural proposal
 - g) reflected ceiling plans
 - h) roof plans and enlarged plan details
 - i) accessible designs for building entrance, first floor restrooms and courtroom
 - i) outline specifications identifying all relevant subdivisions
 - k) paint analysis and haz/mat reports
 - 1) updated cost estimate
- 4) Construction Documents (60% complete, preliminary submittal) including:
 - a) plans, elevation and building sections with notes, references and symbols
 - b) site plan indicating all sitework with details of new construction
 - c) survey and schedule for window and door rehabilitation
 - d) survey and recommendations for masonry survey
 - e) proposed finishes and color schedule
 - f) proposed hardware schedule

- g) proposed interior elevations and casework
- h) draft project specifications, selected light fixture cut sheets
- i) security and audio-visual proposals
- j) updated cost estimate
- 5) Construction Documents (95% complete submittal) including:
 - a) floor plans, elevation and building sections with notes, references and symbols
 - b) site plan indicating all sitework with details of new construction
 - d) survey and schedule for window and door rehabilitation
 - e) survey and recommendations for masonry survey
 - f) finishes and hardware schedules
 - g) interior elevations and casework
 - h) enlarged floor plans and construction details
 - i) complete project specifications and general requirements with bell tower alternate
 - j) final opinion of probable cost with 10% contingency and 8% escalation, assumes 2012 bid date

Work products of the architect's consultants

- 1) Engineering consultants will provide:
 - a) mechanical/electrical/plumbing engineering for systems design
 - b) civil engineer to locate utilities and services
 - c) structural engineer for structural design and loading calculations

Items outside the architect's scope to be contracted and performed by Fort Bend County:

- 1) Other consultants may include:
 - a) audio/visual consultant for courtroom acoustics and equipment
 - b) historic paint analysis of exterior and interior painted finishes
 - c) security consultant
 - d) geo-technical engineer to test soils and engineer foundation reinforcement
 - e) hazardous materials survey

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2010 Jun 02 12:33 PM

™ 2010050315

MCV \$0.00

Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS