

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

26B

Date Submitted: April 26, 2010
Court Agenda Date: May 4, 2010

Submitted By: J. C. Whitten
Department: Special Services
Phone Number: 281-344-3950

SUMMARY OF ITEM: SPECIAL SERVICES:

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.

FINANCIAL SUMMARY: Payment of total Planning Grant by funds from Texas Historical Commission Grant of \$271,047, and County match in FY 2010 budget of \$135,000. Balance if needed to be budgeted in FY 2011.

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit: G400 - Courthouse

Account Number: G400

Instructions to submit Agenda Request Form:

- 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 all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> 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. The Resolution prepared on the guidelines of Texas Historical Commission is a required document attached to the Funding Agreement.

Special Handling Requested (specify):

5-10-10 orig. ret. to J.C.
At Co. Judge

**STATE OF TEXAS
COUNTY OF FORT BEND**

**A RESOLUTION SUPPORTING THE EFFORTS OF FORT BEND COUNTY TO
EXECUTE RESTORATION OF THE FORT BEND COUNTY COURTHOUSE**

WHEREAS, the historic county courthouse, having served the county since the first official commissioners court held in the building January 1909, is in need of repair and upgrades; and

WHEREAS, the county submitted an application in Round VI to the Texas Historical Courthouse Preservation Program (THCPP) seeking funding assistance for the rehabilitation/restoration work described in the Master Plan authored by Bailey Architects.

WHEREAS, the proposed project has been selected to receive a THCPP Planning Grant in the amount of \$406,571 by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Fort Bend County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the Fort Bend County Courthouse for future generations.

Resolved this 4th day of May, 2010.



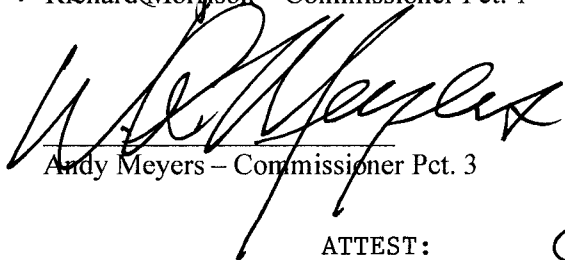
County Judge Robert E. Hebert



Richard Morrison – Commissioner Pct. 1



Grady Prestage – Commissioner Pct. 2



Andy Meyers – Commissioner Pct. 3



James Patterson – Commissioner Pct. 4

ATTEST:



Dianne Wilson, County Clerk

**STATE OF TEXAS
COUNTY OF FORT BEND**

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Fort Bend County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Fort Bend County for the planning phase for the rehabilitation and restoration of the Fort Bend County Courthouse ("Property").

**ARTICLE II
AUTHORITY**

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III
PERIOD OF THE AGREEMENT**

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County's obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

ARTICLE IV GRANT OF FUNDS

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$271,047. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.
- 4.06 Repayment requirements apply to the County if an application for grant funds is not made during the following six years or if the county does not complete the project by other means within that time in accordance with the Texas Administrative Code, Title 13, Part 2, Chapter 12.7(j).

ARTICLE V SCOPE OF WORK

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

ARTICLE VI COUNTY'S RESPONSIBILITIES

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round VI Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.07 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.08 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superseded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.09 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.10 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.11 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

- 10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable Robert Hebert
Fort Bend County Judge
301 Jackson Street
Richmond, Texas 77469

ARTICLE XI SEVERABILITY

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII RESPONSIBILITIES OF PARTIES

- 12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

- 13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

- 14.01 The parties hereof shall comply with all applicable 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. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

- 15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

- 16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

- 17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII SOLE AND ENTIRE AGREEMENT

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

ARTICLE XIX INSPECTION OF BOOKS, RECORDS, AND WORK

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates hereinbelow.

TEXAS HISTORICAL COMMISSION

By: _____

Title: _____

Date: _____

FORT BEND COUNTY

By: 

Robert Hebert

Title: County Judge

Date: May 4, 2010

ATTEST:



Dianne Wilson, County Clerk

Attachment A
Source of Funds Statement and Verification
Fort Bend County

Source of Funds Statement and Verification

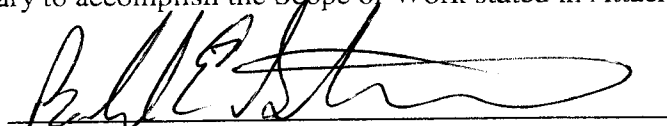
A grant award of \$271,047 was made by the Texas Historical Commission on January 29, 2010 for Round VI of the Texas Historical Courthouse Preservation Program, 2007-08 biennium for the Restoration of the Fort Bend County Courthouse.

Therefore the source of funds for this Project shall be:

(state share) =	\$271,047*
(minimum local share) =	\$135,524
total grant project cost =	\$406,571

*The state initial share of the project represents approximately 66% of the total project cost stated in Attachment B.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C".



Signature Robert (Ed) Sturdivant

Fort Bend County ~~Judge~~ Auditor

Date

5/6/2010

Project Professional Services Cost Estimate

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

Schematic, design development and 95% complete construction documents

Architectural services	\$264,600
Structural Engineer	\$37,800
MEP Engineers	\$56,700
Civil Engineer	\$18,900
Total of A/E design services for Bailey Architects:	\$378,000

Other planning costs (to be incurred only with approval of Fort Bend County) not included in the architect's scope of services but potentially necessary to complete the planning work funded through the THCPP grant may include:

Reimbursable expenses (estimated) for printing, travel, etc.	\$10,000
Geo-technical Engineering (estimated)	\$6,000
Historic Paint Analysis (estimated)	\$2,500
Audio/Visual Consultant (estimated)	\$2,500
Hazardous Materials Survey (estimated)	\$5,000
Selective demolition and repairs (estimated)	\$5,000
Total Estimated Project Professional Services Cost	\$406,500

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 will 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 self-adhered polyethylene 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 1934.
 - 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
 - j) outline specifications identifying all relevant subdivisions
 - k) paint analysis and haz/mat reports
 - l) 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

Project Schedule

Design and Planning Work for Restoration of the Fort Bend County Courthouse

Overall timeline:

Grant and contract document preparation:	February – March 2010
Pre-Design and Schematic Design phase:	April - July 2010
Design Development phase:	July – September 2010
Construction Documents phase:	January – June 2011
Preparation of Final Documents:	July – August 2011

Date	Action	Notes
25 February 2010	Grant orientation meeting	
1-31 March 2010	Contracts: Funding Agreement & Easement with THC Professional Services with Bailey Architects	
1 April 2010	Initiate work on Pre-Design phase	
30 April 2010	Complete Pre-Design phase and submit to Fort Bend County and THC for review and comment	
15 May 2010	Initiate work on Schematic Design phase	
1 July 2010	Complete SD phase and submit to Fort Bend County and THC for review and comment	
15 July 2010	Initiate Design Development phase	
1 September 2010	Complete DD package and submit to Fort Bend County and THC for review and comment	
3 January 2011	Initiate CD phase	
1 April 2011	Submit 60% complete CD package to Fort Bend County and THC for review and comment	
30 June 2011	Submit 95% complete documents to THC and Fort Bend County for review and comment	
15 July 2011	Revise documents upon receipt of comments and prepare final plans, specifications and project manual.	
31 August 2011	Provide copies of final documents to Fort Bend County and the THC	