ARF-3123

Atem #: 22.

REGULAR SESSION AGENDA

Facilities Management & Planning

Date: 03/08/2011

PGAL 5th Amendment

Submitted For:

Submitted By: Laura Dougherty,

Facilities

Management &

Planning

Department:

Facilities Management & Planning

Type of Item:

Discussion Item

Don Brady

Renewal Agreement/

Appointment:

Reviewed by County

Yes

Attorney's Office:

Multiple Originals Y/N?:

Y

Information

SUMMARY OF ITEM

Take all appropriate action to approve the 5th Amendment with PGAL in the amount of \$7,510.00, with a total not to exceed amount of \$3,930,519.00, for Additional Services pertaining to the Justice Center.

SPECIAL HANDLING

Fiscal Impact

ACCTG UNIT or GRANT/PROJ NAME:

Facility Bond Project

ACCT NAME or GRANT/PROJ ACTIVITY: Justice Center

BUDGETED Y/N:

Y

FISCAL SUMMARY:

Attachments

Link: PGAL.5th.Amendment

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIFTH AMENDMENT AGREEMENT FOR PHASE 2 – POST BOND ELECTION ARCHITECTURAL SERVICES

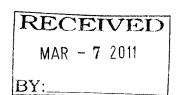
THIS FIFTH AMENDMENT to the Agreement for Phase 2 – Post Bond Election Architectural Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as "County," and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL) hereinafter referred to as "Architect" authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Phase 2 – Post Bond Election Architectural Services dated August 6, 2008, (collectively, the "Agreement"), a First Amendment on October 20, 2009, (collectively, the "First Amendment"), a Second Amendment on January 26, 2010, (collectively, the "Second Amendment"), a Third Amendment on February 23, 2010 (collectively, the "Third Amendment"), and a Fourth Amendment (collectively, the "Fourth Amendment"), attached hereto as Exhibit B, C, D, E & F, incorporated by reference as if set forth herein verbatim for all purposes. County and Architect now desire to amend said Agreement as set forth in Architect's proposals dated February 25, 2011, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim for all purposes.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Architect is hereby amended as follows:

- A. An additional amount not-to-exceed \$7,510.00 (Seven Thousand Five Hundred Ten Dollars) shall be available for additional services as described in Exhibit A.
- B. Architect's compensation for the Project shall not exceed \$3,930,519.00, as follows:
 - 1. Original Scope of Work not-to-exceed: \$3,604,000.00
 - 2. Original Reimbursable Expenses not-to-exceed: \$46,000.00
 - 3. First Amendment: Additional Reimbursable Expenses not-to-exceed: \$45,000.00
 - 4. First Amendment: Additional Services not-to-exceed: \$20,310.00
 - 5. Second Amendment: Additional Services not-to-exceed: \$65,000.00
 - 6. Second Amendment: Additional Reimbursable Expenses not-to-exceed \$5,000.00.
 - 7. Third Amendment: Additional Services not-to-exceed: \$50,660.00
 - 8. Fourth Amendment: Additional Services not-to-exceed: \$82,039.00
 - 9. Fourth Amendment: Reimbursable Expenses not to exceed: \$5,000.00
 - 10. Fifth Amendment: Additional Services not-to-exceed \$7,510.00
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.



- D. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Fifth Amendment and the Agreement and any prior Amendment, the provisions of this Fifth Amendment shall prevail.

EXECUTION

This Fifth Amendment shall not become effective until executed by County.

Robert E. Hebert County Judge Attest: Dianne Wilson, County Clerk Approved: Don Brady, Director Facilities Management & Planning	
Dianne Wilson, County Clerk Approved: By: Don Brady, Director	,,,,,,
Approved: By: Don Brady, Director Date	\leq
	レジジ
ARCHITECT: PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL)	
3-7-11	
David L. Andrews, Principal Date Attest:	
AUDITOR'S CERTIFICATE	
I hereby certify that funds are available in the amount of \$3,930,519.00 to accompliand pay the obligation of the Fort Bend County under this contract. Ed Sturdivant, Fort Bend County Auditor	sh

MER:Architect Agreement.PGAL.Judicial Complex.3729.5th.AMEND

EXHIBIT A: Architect's Fee Proposal dated February 5, 2010 for additional services

EXHIBIT B: Original Agreement dated August 6, 2008
EXHIBIT C: First Amendment dated October 20, 2009
EXHIBIT D: Second Amendment dated January 19, 2010
EXHIBIT E: Third Amendment dated February 23, 2010
EXHIBIT F: Fourth Amendment dated February 22, 2011

EXHIBIT A

February 25, 2011

Mr. Don Brady Fort Bend County 1517 Eugene Heimann Circle, Suite 500 Richmond, Texas 77469

Richmond, Texas 77469 Voice: 281-633-7018

Email: bradydon@co-fort-bend.tx.us

RE: Additional Services Fee Proposal

Design of Additional Elevator

Fort Bend County Justice Center, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this Additional Service Request to provide design services associated with adding the future elevator adjacent to the current elevator #4. This redesign will include Architectural, MEP and Security and revisions.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to show the addition of an elevator in the planned location immediately adjacent to Elevator #4 in the building. This will require design and documentation of a mechanical unit, coordination of the electrical for that unit, modification of the security documents to show new card readers and cameras, architectural documentation and detailing, coordination, review of shop drawings and construction administration.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

•	Architecture	\$ 1, 9 97
•	MEP	\$ 4,000
•	Security	\$ 1,513
•	Total	\$ 7,510

3131 Brianpark Suite 200 Houston, TX 77042 [P] 713 622 1444 [F] 713 968 9333

Mr. Don Brady Fort Bend County February 25, 2011 Page 2 of 2

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). We estimate this will not increase our current reimbursable maximum.

Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely.

Paul D. Bonnette, AIA Associate Principal

CC: David Andrews, Accounting, File - PGAL

STATE OF TEXAS §
COUNTY OF FORT BEND §

FOURTH AMENDMENT AGREEMENT FOR PHASE 2 – POST BOND ELECTION ARCHITECTURAL SERVICES

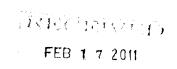
THIS FOURTH AMENDMENT to the Agreement for Phase 2 – Post Bond Election Architectural Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as "County," and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL) hereinafter referred to as "Architect" authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Phase 2 – Post Bond Election Architectural Services dated August 6, 2008, (collectively, the "Agreement"), a First Amendment on October 20, 2009, (collectively, the "First Amendment"), and Second Amendment on January 26, 2010, (collectively, the "Second Amendment"), and a Third Amendment on February 23, 2010 (collectively, the Third Amendment) attached hereto as Exhibit B, C, D & E, incorporated by reference as if set forth herein verbatim for all purposes. County and Architect now desire to amend said Agreement as set forth in Architect's proposals dated February 15, 2011, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim for all purposes.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Architect is hereby amended as follows:

- A. An additional amount not-to-exceed \$87,039.00 (Eighty Seven Thousand Thirty-Nine Dollars) shall be available for additional services and reimbursable expenses as described in Exhibit A.
- B. Architect's compensation for the Project shall not exceed \$3,923,009.00, as follows:
 - 1. Original Scope of Work not-to-exceed: \$3.604,000.00
 - 2. Original Reimbursable Expenses not-to-exceed: \$46,000.00
 - 3. First Amendment: Additional Reimbursable Expenses not-to-exceed: \$45,000.00
 - 4. First Amendment: Additional Services not-to-exceed: \$20,310.00
 - 5. Second Amendment: Additional Services not to exceed: \$65,000.00
 - 6. Second Amendment: Additional Reimbursable Expenses not-to-exceed \$5,000.00.
 - 7. Third Amendment: Additional Services not to exceed: \$50,660.00
 - 8. Fourth Amendment: Additional Services not to exceed: \$82.039.00
 - 9. Fourth Amendment: Reimbursable Expenses not to exceed: \$5,000.00
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.



- D. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Fourth Amendment and the Agreement and any prior Amendment, the provisions of this Fourth Amendment shall prevail.

EXECUTION

EXECUTION	
This Fourth Amendment shall not become effective until execution	cuted by County.
Robert E. Hebert County Judge Attest: Dianne Wilson, County Clerk	Date Date
Approved: By: Don Brady, Director Facilities Management & Planning	Date Date
ARCHITECT: PIERCE GOODWIN ALEXANDER & LINV David L. Andrews, Principal Attest:	ALLE (PGAL) 2-16-11 Date
AUDITOR'S CERTIFICAT	unt of \$3,923,009.00 to accomplish
and pay the obligation of the Fort Bend County under this con Ed Sturdivant, Fort Ben	

MER:Architect Agreement.PGAL.Judicial Complex.3729.3rd.AMEND

EXHIBIT A: Architect's Fee Proposal dated February 5, 2010 for additional services EXHIBIT B: Original Agreement dated August 6, 2008 EXHIBIT C: First Amendment dated October 20, 2009 EXHIBIT D: Second Amendment dated January 19, 2010 EXHIBIT E: Third Amendment dated February 23, 2010

EXHIBIT A

February 15, 2011

IIII.

Mr. Don Brady Fort Bend County 1517 Eugene Heimann Circle, Suite 500 Richmond, Texas 77469 Voice: 281-633-7018

Fmail: bridydon@ea-fort-bend.tx.us

RP: Move Management Fee Task Request Relocation Management Services Fort Bend County Justice Center, Richmond, Fexas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is requesting approval to proceed with provide consulting services associated with Relocation Management Services associated with the new Justice Center. As requested by Fort Bend County, PGAL is requesting additional services to provide the move management consulting as part of our services under our current contract. I have contacted the firm of Lesley & Associates to provide a fee proposal for these services.

TASK UNDERSTANDING

Please find attached the proposal from Lesley & Associates that details the scope of work and the free associated with this effort. In addition to the fees for Lesley Associates PGAL is requesting additional fees for management and additional effort by PGAL forces to accomplish this new task.

COMPENSATION

As presented in the attached proposal Tesley & Associates will provide these services on an hourly basis with a not to exceed amount of \$72,039.00. PGAL has determined that this effort will require an additional lump sum amount of \$10,000.00 which includes the cost of our effort to manage the consultant and a 10% add to the consultant's tice for overhead and processing. This makes the total additional service request a maximum of \$82,039.00.

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, term is, tees, special handling or delivery, include and travel (if necessary). Reimbursable expenses will be billed at our cost and we estimate this will not exceed \$5,000. These reimbursable costs will be invoiced against our current reimbursable maximum.

Mr. Don Brady Fort Bend County February 15, 2011 Page 2 of 2

PROJECT SCHEDULE

PGAL is prepared to initiate this effort immediately in order to adhere to the overall project schedule.

I hank you again for the opportunity to once again serve Fort Bend County, PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Lawii D-Andrews, AIA Principal

Sintercly,

CC: Paul Bonnette, Accounting, File PGAI

Proposal to Provide
Relocation Management
Services

Presented to

PGAL

for

Fort Bend County

Submitted by Losley & Associates
January 31, 2011

Losley & Associates 3800 Firiffald Speedway, Suite 166 Houster, 1X 77098 (7131850-02-407 Fax 850-9207 E-mail: #407-5 estey act





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INTRODUCTION

Lesicy & Associates, hereinafter referred to as "Lestoy" is pleased to present this propose. to PGAL for Fort Bend County to previde refocation management services for the new Court House. We appropriate the apportunity to present this proposal.

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

CONFIDENTIALITY

FGAL and Fort Bend County recognizes and acknowledges that this proposal contains proprietary, confidential or trade secret information that is the sole and exclusive properly of Lesley & Associates. This document and the information haveto contained shall not be ducticated nor shall. The released or revealed to anyother person or party without the prior written contains that Lesley & Associates.

FIRM PROFILE

Lealey & Associates is a leading provider of comprehensive relocation management services that reduce costs, assure confidence, and keep your organization productive and efficient throughout the project. With more than 795 successful projects involving over 90 million SF, we have the proven experience and demonstrated sk is to onisure a smooth, high-value transition for your and your employees.

Since 1984, Lestey has served some of the nation's most prominent companies and institutions in a luft range of sectors.

- Government
- Professional services
- @ Healthcare
- △ Education
- u Banking
- 3 Science and research
- # Technology
- 9 Freegy

With our lotal capabilities, superior expertise, and management perspective, Lesley & Associates performs the function of an internal facilities department. What's more, we bring unique technical skills to a project – such as project management, team alignment, database, and employee comminications. That enable us to funkey any job of any size and scope, and keep downtime and disrupt on to an absolute minimum.

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

20 0 0 0 0 0 2

FIRM IMPORMATION





Staff in Firm: Telephone No. 12 regular full-time employees

dus mie No.: E Mail Address:

Mabs.la

713.850.9240 713 850 9207 patsy@lesley.net www.esley.net

Firm Name/Address Losloy & Associates, no

3800 Buffalo Speedway

Suate 105

lousion, 1 × 77099 Palsy Lusion

Primary contact

Disciplines in house: Facility Relocation Management Services

Software applications MS Office 2000, Microsoft Project, Access, PowerPoint, and Publisher, Visio.

and AutoCAD LT SharePoint

MISSION STATEMENT

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

PROJECT TEAM

Patsy Lastey, Principal/Senior Project Manager

Gayla Lesley, Project Manager June Stanton, Project Coordinator

RESUMES AND PROJECT EXPERIENCE

Patsy Lestey has 30-blus years of experience in facilities management noticing all phases of project management. Since founding Lostey & Associates in 1964, she has personally managed in coattons I we vilig 30 sultion st of hearthcare priice, R&D and industrial facilities



In the 1980s, she developed the Losley Process, a customized in ghly detailed relocation strategy and process, which assures the myriad of tasks, simple to complex, required for a succession and the manifest hypersecond to the myriad of tasks. the move fear members according to a defined plan of action

She has been halled by clients as the 'queen of dotail' because stig and her staff continually refine these management tools to increase offic gricy and cost affectiveness

Patry is a strong advocate of professionalism. In the facilities industry and has participated in numerous controlling education segments, with as an instructor and as a student in a resident in the internations. Facility Management Association and CoreNet Global. Prior to founding Lesley \$ Associates, she sport two years in facilities management with Transco Energy Company, managing the relocation to the new Adistory

Patsy Lesley Principal/Senior Project Manager

3



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headquartors in Houston. Patsy studied Business Administration at the University of Houston.

Major Project Experience

ABB, Inc., Houston: 500,000 sf 1,600 employees Aspen Technology, Houston: 150,000 sf 500 employees Anadarko Corporation, Fort Worth: 500,000 sf 1,600 employees Baylor College of Medicine, Houston: Consolidation of chical practices no 167,000 sf

Baytor College of Medicine, Houston: Relocation of 100 employees 90,000 of

Baylor College of Medicine, Houston Relocation of seven capariments to the John P. McGovern Campus, 400 ampliques BP Trinidad Oil Company, Port of Spain, Trinidad, 65 000 at 235 employees

Chickasaw Nation Health System, Ada, OK: 370,000 strep accordent facility

Children's Memorial Hermann Hospital, Texas Medical Center, Houston: 50,000 st expension, NICU and Pedianics

CITGO Corporation, Houston and Tutsa: Re-coabout of 674 contions from Tulsa to Houston, 200 000 of

City of Houston Police Department, Houston: 500,000 of, 1600 amployees

CNG Producing Company, New Orleans. 170,000 sf, 500 employees Defoitte & Touche, Houston: 70,000 sf, 500 employees Ouke Energy (formerly Pashandie Eastern Corporation), Kansas City and Houston: 500,000 sf 1000 employees

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

Hermann Eye Conter, Houston: Relocation to new 45,000 of facility Houston Cardiovascular Associates, Houston: Relocation of physician group to new 25,000 of facility.

Hillcrest Health System, Waco, FX: 500,000 of replacement nospital IASIS Healthcare, Port Arthur, TX: Consolidation of two hospitals into a new facility, 264,000 of

IBM Federal Systems Division, Houston: 410,000 st, 1,200 st playees Kellogg Brawn & Root (farmerly The M.W. Kellogg Company), Houston: 760,000 st, 3,000 amployees

Mamorial Hermann Hospital System, Houston: 800,000 of Women & Children's Hospital and Emergency/Life Flight Memorial Hermann Hospital System, Houston: Memorial Cry Hospita New Center, 90,000 of





Memorial Hermann Hospital System, Houston: 2001 Flood Recovery-Project

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

Memorial Hermann Sugar Land Hospital, Sugar Land, FX: Relocation to a new 17 bod, 250,000 st footby

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

Reliant Energy Entex, Inc., Houston: 200 000 st, 800 employees Rice University, Houston: 70,000 st, 400 employees

Sanofi Winthrop, Philadelphia: Move of the research port on of the facility and the decommissioning of the 1,000 of pharmaceutical R&O center.

Starling Winthrop, Inc., Albany and Rochester NY to Philadelphile. 1,000,000 of pharmaceutical R&D center consolidation.

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

City of Sugar Land, Sugar Land: 132 amplityoos 70,000 SF SYSCO Corporation, Houston: Relocation of approximately 1,100 employees into 400,000 sf

Washington County Hospital, Hagerstown, MD 510,000 of replacement facility

Western Maryland Health System, Cumberhand, MD: 505,000 direptacement hospital, 120,000 of Medical Office Building, 100,000 of Administrative Buildings

Wilson Memorial Hospital, Floresville, TX: Relocation to the new 60 000 st Connally Memorial Vedical Center

Gayla Lesley, oined Lesley & Associates 15 years ago as a full time project manager after gaining three years of experience as a partitime amployee. Education: University of Houston, Journalism. She is a member of the International Facility Management Association.

Gay's participates in community activities with United Wely, Stan of Hope, and through Lesley's "Adop" a Family" program during the not they.

Major Project Experience

Baylor College of Medicine, Houston: Consolidation of cirilest practices into 188 (81 st.)
Baylor College of Medicine, Houston: Relocation of 400 employees (sature and staff) to the Faculty Center, 90,000 sf.
Baylor college of Medicine, Houston: Relocation of several expansion in the John P. McGovern Campus, 400 employees
SP. Port of Spala, Trinidad: 50,000 sf. restock ore mond of 324



Gayla Lesley Project Manager





Burlington Resources, Farmington, New Maxico: 90 000 sf 325 employees City of Houston Police Department, Houston: 500,000 sf, 1 600 amp oyees Continental Airlines, Houston: Internal restack of 436 employees Enterprise Products Company, Houston and Atlanta: 550,000 91, 1,300 employees Exterran, Houston: 3 locations into 238 000 st, 530 ambloyees Fort Worth Museum of Science and History, Fort Worth: Packed and moved all embks. I brary files, and some furniture to orther storage, temporary office space or the Cowglin's Museum will elainew building is being constructed George Mason University, Anington, Virginia: Founders mail Project 256 000 SF - Occupants for the new building will be relocated from Fir by Maif at the Fairfax Campus, Trutand Building and Arlington Criginal Building at the Artington Campus Highlands Insurance Company, Rouston. 115,300 at, 4/5 employee NGC Corporation, Houston: 225,000 of 9C0 employees.
Rice University, Houston: 76,000 of 400 laculty grad students and Hate Rice University, Houston: Baker Institute, 40,000 st, 75 laculty. students and staff Rice University, Houston, Foxas: BloScience Research Collegerative 477,000 st 120 amplyees Rice University, Houston: Chem stry Building 150 employees. chemistry lans, 60,000 sf Rice University, Houston: Ourcen Hall 70 000 of 200 employees Rice University, Houston: Gaulogy Boilding Renovation 12 labs jincluding rock tabland branyl and 36 offices, 40,000 of Everything had to be moved to an interim space for renovation and the i moved back Rice University, Houston: Himanities Building 120 000 sf, 200 employees Rice University, Houston Iches School of Management, 50,380 al. 50 employees Rice University, Houston. Mechanical Engineering Building Renovation 8 labs and 40 offices, 40,000 sf. Everything had to be moved to an interim space for renovation and then moved back Rica University, Houston: Digoing coordination of all moves on and off camous, including Cohen House. Public Affairs, We'ss House and Fundren Library Rice University, Houston Rayzor Hall, 60,000 st 75 employees Rice University, Houston: Space Science Building Renuveran 70,390 of 40 ampleyees South Texas College of Law, Houston: 160 000 st 30 unployees as that surplus 4 minure coordinated ibrary move in the SYSCO Corporation, Houston: Relocation of appens tists y 1 100 amployees into 400,000 of Stewart Title, Houston: 150,000 st, 500 amployees

TETRA Technologies, Inc., The Woodlands: Mave fem war designs

The Men's Wearhouse, Houston: 150, 100 5F 300 ompryess

8

into 150 000 sf







Juna Stanton Project Coordinator

Prior to joining Lesley in 2009. June Stanton worked in office administration for 29 years. She attended North Harris Community. College and San Jacoino College majoring in Business Administration. June is a member if Blue Knights International, Texas VII and its Serves in the Boy Scours of America as a Committee Chair and Unit Commissioner.

Major Project Experience

Chickasaw Nation Realth System, Ada, OK: 370,000 of replanement for my

Memorial Hermann Tower, Houston: Relocation from North and Soulan owers, alocal new 260,000 of lower

Rice University BioScience Research Collaborative, Nouston: Relocation of faculty and laboration new 93-360 of building

Rice University, Houston. Oversaw new furniture installation in **Duncen** McMarcy **Dones**

Rowan Companies, Houston: 400 Finishayees, 40,000 SF, r-house rastack

Shell Westhollow Technology Center, Hauston: Offices and lab equipment into 123,000 of new outling

Shell Oil Company - Woodcreek, Houston: 457 employees 156,000 if

Washington County Hospital, Hagerstown, MD: 513 000 sf replacement facility

Western Maryland Health System, Cumberland, MD: 535,000 sf replacement hospital, 120 000 sf Medical Office Building, 100,000 sf Administrative Buildings

ROLES AND RESPONSIBILITIES Principal – The Principal is the Utimate point of responsibility for delivery of the project.

Senior Project Manager - The senior project manager manages if a planning phase activities including development of the Rolocations Manual (work plan), the Task List, master move schedule and plan, communications plan, and mover bid package.

Project Manager - The project manager will oversee implementation of the planning activities, conduct project meetings, monitor completion of this bush bush activities in material monotoning schedules, conduct process monotonement meetings after each move and oversee project dissenut activities.

Project Concernator and Database Manager - Supports the project manager by planning and proof nating activities of designated move procedures and processes and facilitates moves at destination of eversess the smooth set activities files and follows up on damage dams, and audits mover invoices and macks the mover's oldget to discussing cost overruns. Develops and marks the database





STRATEGY/MOVE

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

- Ourning the clean-up program on the Concremente to Concert Center, 83 4 lons of paper were disposed of which saved approximately \$15,000 in moving posts and equaled to emptying 353 five-drawer lateral file cabinets.
- Un another range those, we recommended that our clant change from 4 drawer vertical file cabinets to open shelf filing which soved approximately 16,000 SF of space. This is a significant bayings.
- We conducted a cost analysis of two projects and determined that we were moving 100 empiriyees for 637,700 and it was costing the other company that was not using our service \$112,400 to move 100 employees. Most of the cost for the other campany was in down time.
- Ouring the audit of a mover invoice for one client, we discovered that the mover had facultied documentation for rigging services to the Tune of \$24,000.
- By specifying that the mover use the Spicer Crane for moving fateral tip debinets, we saved the tepon to pack and unpack the fles, the cost of the boxes, and only the his cabinets were moved as opposed to all of the boxes and the treicabinets. For example, if 160 5-frawer areas if elegants were moved without the Spider Crane it would cost an additional \$4,200, plus the time employees would spend packing with a packing if the movers back and unpack the contents of the title cabinets, it would cost approximately \$8,000.
- Cestey's rounsuiting efforts provide thorough organization and planning efficiencies that eliminate cost overruns, and the outproation of project resources. Our experienced counsel on purchasing occasions often results in a reduction in the cost of project. He are the component of the cost of project management services ensures the proper affocation of resources, management services ensures the proper affocation of resources, management distribution of daily operators and results in a smooth transferencing a more.

REFERENÇES

Mr. Kennella "Rob" Johnson Eulerathe Promer's 773,867,3085

Mr. Jim Beelineko Exterran 261 856 7068





Vis Eleni Barzouka Pice University 713 348 5457

INSURANCE

Jesley's sample certificates of neurance are included tithe Apportus

WHY LESLEY?

desley believes that our track record speaks for itself and that our orients will speak equally favorably of our performance and commitment to the ndividual needs and objectives

We suggest that Fort Bend County consider the question. Why Lastey? in the context of the following initical leasues.

- 1. Los ey has experience working with government entitles. Lesiey managed the move of the Houston Police Department into its 500 000 SF headquarters. We oversaw the mover of the Come Lab and the move of the evidence with SWAT
- 2 Lastey has been in business for almost 27 years providing clocation management services. This is what we do every day. We do not provide any other services
- 3 Eighty percent of Ledey's business is through referres or repeat in siness will existing chemis
- Key team members have a depth and breacth of project experience.
- 6. Our staff members are regular full-time employees, and contract. This means we provide benefits, including Worker's Compensation.
- 6 We coinot receive revenue from any source out our clients. We do not receive a percentage of mover invoices and laws never marked, io reimbursable expensus
- We have experience with all types of companies and an inderstanding of their unique management and communication. sives
- 8. We have the ability to handle move-day surprises and creas.
- Our performance in neeting budget and schedule projections las been proven
- 10. We have a process or qualifying movers based on project requirements and lebjectivity in recommending those movers.

 11. We there the experience and expertise to audit mover invoices.
- which has resulted in a gnificant savings to our charts,
- 12. We are effective in team building, loadership, and mollivation
- We develop creative employee communication programs that min mize downtime and street.

BENEFITS TO FORT BEND COUNTY

The bond to of Lesloy relocation management services are clied a v. significant

Crisis Avoidance in the course of moving more than 30 million accurate feet of office research, and other space's nee 1994, we have learned





what move-day crises might develop and now to anticipate and neal with them

Cost Minimization Clients who account for the cost of management do a volvement find that someos from Lastey's cost significantly loss than do at yourself moves. Inexperienced managers may learn the most important lessons by making mistakes in cross situations. Thereby compounding the cost of their rive yearem.

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

REPRESENTATIVE GLIENTS.

Most Losley & Associates projects have been in Houston hut we have worked an projects in other press of the United States and in the Car bboar us well. The following are some of Lastey's hatter known checks

Baylor Callege of Medicina RP Trinidad CITGO City of Houston City of Houston Police Department City of Sugar Land Delotte Consulting Deloitte & Touche DIL El Paso Corporation Enterprise Products Company Ernst & Young Halliburton Company lines IBM Corporation KPVG Memorial Horma in Healthcare Systems Relant Energy Entex Rice University St. Luke's Episcopai Pospital Bugar Lam City Holl SYSCO Corporation

SCOPE OF SERVICES

Following and essumptions used for propering the ise pronossions the mover budgut

- O Approximately 340 people will clocate into the new Coult injure.
 O The move will occur between April 18, 2011 and July 21, 2011.
- New furniture will be purplicated for some areas.

1.7

* 1 * 2





- 5 There will be furniture moving for approximately 15 large offices, 90 small offices, 60 task chairs going into outlides, and firee ranterence rooms.
- 4 High density file systems will be purchased as well as new shelving for the library.

 Dosktop computer equipment will move.
- O New relephones will be provided.

in organizing and executing the relocation, Lesley will serve as a cherc extension of Fort Berid County's staff. We will pran and organize the move and provide on site management services as specified below

Copiey has a defined process which is inted below. An early lask for the painting segment will be to modify the process to meet Fort Bond County's specific requirements. Our approach is to be flex big and make this process work for Fort Bend County.

PHASE | PLANNING

A ORGANIZATION

Lesiey will work eith Fort Bend County to organize the relocation.

- 1. Establish Project Objectives and Milestones. Most with Fird Bend County's management to achieve a thorough understanding of the firm's operational patterns. physical requirements, and project objectives
- 2. Project Team and Organization anduct meetings with the Fort Beric County managers and staff members who will be directly involved to the move to delineate.
 - a. Areas diresponsibility
 - b. Description of tasks to be parterned
 - c Reporting structura
 - n Overview of move process.

3. Project Budget.

Costby will assist in developing budget that includes the costs of in uve-related vendor services.

8. TASK LIST

siey will assis Fort Bend County in sistablishing an averal move plan and occupancy schedule that emphasizes continues of daily activity. A computerized Task List will be developed for tracking actual vs. planned events. I realize will also provide guidance and assistance in all areas of the Task List, including nriemation and raining, operations and scotting plans lete

x = x





C. COMMUNICATIONS PLAN

Lesiey with assist in developing a communications plan to ensure the proper flow of information maintaining the objectives that Forti Band County sets forth for the project. We will arisure the transfer of all relevant project information among the information among the information among the information and external maintains of the project team.

We will develop a *Relocation Manual (work plan)* for the move team and the departmental move coordinators, which identifies at of the project learn members and their roles and respons bilities (including assisting with the selection of departmental move coordinators). The municipiest safe include a preview of the move kittinformation, from to list, and tagk list.

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

- Danasass
 Lesley will assist in development of the move database
- E. Mover Selectron Lostoy will work with Fort Sond County in selection of a meyor developant distribute requests for proposal's (REPs), evaluate proposals, and make recommendations.
- F Departmental Move Coordinator (DMC) Meetings
 Lesley will design an interview form and conduct interviews with
 each DMC, and enter information into a catabase. Except will
 coordinate progress meetings related to move planning and
 coordination. We will train Fort Bend County's (MMCs in the use
 of Lesley's standardized coding system for tagoing and marking
 furniture files, and equipment, give coordinators specific move
 instructions for distribution to all employees, and specify
 recommended packing time for employees, delivery of pucking
 materials, and other kay details.

G. CLEAN-UP PROGRAM

Lestey will develop a proposal for a clean-up program that takes into consideration the opportunity to discard paper equipment at while maintaining the volume of material that most be loved to and housed in the new facility.

- Project Meetings
 Lesley will conduct requisit project meetings with Englished County's staff and venous and provine meeting notes.
- Hour-ay-Hour Schedulz
 Lesley will develop an Hour-ay-Hour Schedule for all move
 related soft-flas.





Phase II. Move Management

A. ON-SITE MANAGEMENT

t as by consultaris will work with property managers, general contractor, Facilities personnol. If I electment Socurity at both the origin and destination to country at ordering dock and elevatur access for the mover and any other move-related vendors.

9. Move Montroping

Les by staff will trontor solvines of the mover and move-related vendors and oversee packing, ragging, building protection, and the moving, at dislocament of eventoring moving. Lestey will promote the removal of the surplus fundation.

PHASE III. POST-MOVE WRAP-UP

A. Post-Move Assistance Les by shift will work with start and veriforal places move issues are recovered in a time y manner.

8. PORCHLIST

Lesley will perform a walkthrough with Port Bend Courty representatives at the new location and assist in preparing a covariant standard any cofidencies or damage reliated to the powers.

C. VENDOR PAYMENTS

Lostay will review each vendor's performance and make recommendations for timal payments. We will assist in fire gland setting any damage claims.

D. RECORD DELIVERY

Los by will provide Fort Band County with cubies of all sign free (Droject Jata from our project records

COMPENSATION

Based of the scope of services outlined above and our estimate of professional and staff time requirements, the not to expect fee is \$72,038.00.

We will builfied Bend County (or actual hours worked, according to the rate school a notyled below.

Principal@er für Project Manager \$175 Project Manager \$ 95 Project Coordinator \$ 75

FEE SCHEDULE

The estimated fee is based on the hours detimated to complete the project as outlined under spape of Services. Any tasks performed that are not included in the Scope of Services will be considered outside the scope of the project and are not included in the notice exceed the Our shall will materialise unit and tonal tasks unless first authorizer in

3





writing by Fort Bend County. Additional tasks will be bill ablat the same nounty rate as services included in the Scape of Work.

REMBURSABLE EXPENSES

The not-to-exceed fee does not include re-minursable expenses Reimbursable expenses will include such costs as printing and reproduction, messenger services, long distance totals one chies parking indeage at the approved IRS rate, and related expenses. We do not mark up any expenses.

PAYMENT

We will submit invoices on a twice monthly basis for services rendered and expenses no mediduring that period. Payment turns are not 30 days.

Lesley is a small company. If is impurative that desley he paid within 30 days of seeming our invoice. I payment since econod with 45 lays, besieve will have no chaire but to discort roug services until payment a rucelyad.

TERMS AND CONDITIONS

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

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





APPENDIX	Project Hours and Fees	16
	Cartificates of Insurance	17





PROJECT HOURS AND FEES

	SPM	PM	PC	
Activity	Hrs.	Hrs.	Hrs.	Totals
Organization & Budget	2	5	1	
Task List	2	12		
Database	1	4	60	
Communications Plan	4	12	60	
Mover Selection	8	6	4	1
Clean up Program		2	16	
Project Meetings	12	CO	i ii	
DMC Meetings	4	2-4	35	
Hour-by-Hour Schedule	-3	28	1	
File Move		40	44	_
Pre Move Preparation and				
Move Implementation		90	28	
Post-Move Wrap Lp	}	8	63	
Estimated Hours	35	272	447	
Estimated Fee	\$6,125.00	\$25,840.00	\$33,525.00	\$85,480,00
Not-to-Exceed Fou				372,039.00



STATE OF TEXAS §
COUNTY OF FORT BEND §

THIRD AMENDMENT AGREEMENT FOR PHASE 2 – POST BOND ELECTION ARCHITECTURAL SERVICES

THIS THIRD AMENDMENT to the Agreement for Phase 2 – Post Bond Election Architectural Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as "County," and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL) hereinafter referred to as "Architect" authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Phase 2 – Post Bond Election Architectural Services dated August 6, 2008, (collectively, the "Agreement"), a First Amendment on October 20, 2009, (collectively, the "First Amendment"), and a Second Amendment on January 26, 2010, (collectively, the "Third Amendment"), attached hereto as Exhibit B, C & D, incorporated by reference as if set forth herein verbatim for all purposes. County and Architect now desire to amend said Agreement as set forth in Architect's proposals dated February 5, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim for all purposes.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Architect is hereby amended as follows:

- A. An additional amount not-to-exceed \$50,660.00 (Fifty Thousand Six Hundred Sixty Dollars) shall be available for additional services requested by County as described in Exhibit A.
- B. Architect's compensation for the Project shall not exceed \$3,835,970.00, as follows:
 - 1. Original Scope of Work not-to-exceed: \$3,604,000.00
 - 2. Original Reimbursable Expenses not-to-exceed: \$46,000.00
 - 3. First Amendment: Additional Reimbursable Expenses not-to-exceed: \$45,000.00
 - 4. First Amendment: Additional Services not-to-exceed: \$20,310.00
 - 5. Second Amendment: Additional Services not to exceed: \$65,000.00
 - 6. Second Amendment: Additional Reimbursable Expenses not-to-exceed \$5,000.00.
 - 7. Third Amendment: Additional Services not to exceed: \$50.660.00
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

F. If there is a conflict between this Third Amendment and the Agreement and First & Second Amendment, the provisions of this Third Amendment shall prevail.

EXECUTION

This Third Amendment shall not become effective until executed by County.

COUNTY: FORT BEND COUNTY, TEXAS	
Robert E. Hebert, County Judge	2.23.10 Date
Dianne Wilson, County Clerk	
Approved: By: Don Brady, Director Facilities Management & Planning	2/11/10 Date
ARCHITECT: PIERCE GOODWIN ALEXANDER & LINV	· , ,
David L. Andrews, Principal	Date 2 10 10
Attest:	
AUDITOR'S CERTIFICA	ГЕ
I hereby certify that funds are available in the amount and pay the obligation of the Fort Bend County under this co	pitract.
MER:Architect Agreement.PGAL.Judicial Complex.3729.3 rd .AMEND	
EXHIBIT A: Architect's Fee Proposal dated February 5, 201 EXHIBIT B: Original Agreement dated August 6, 2008 EXHIBIT C: First Amendment dated October 20, 2009 EXHIBIT D: Second Amendment dated January 19, 2010	0 for additional services

Mr. Don Brady
Fort Bend County
1517 Eugene Helmann Circle, Suite 500
Richmond, Texas 77469
Voice: 281-633-7018
Email: bradydon@co-fort-bend tx us

....

RE: Additional Services Fee Proposal

Misc. Items

Fort Bend County Justice Center, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this Additional Service Request to provide design services associated with the following items:

1. Modification of unoccupied space in the lower level to serve as archive storage for the District and County Clerks.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to convert approximately 5,000 s.f. of unoccupied space in the lower level to archive storage for the District and County Clerks. The space will need to be conditioned, lighting, life safety devices provided, and sprinkler systems upgraded to serve the storage function. Fan coil units will most likely be utilized, which will affect the design / sizing of the chilled water lines to the lower level. A section of ductwork will need to be added to allow the intake louver to serve the remaining unconditioned space. Card access will be provided to the new spaces, and the individual storage areas will be separated by a chain link partition. Telecommunications outlets will need to be added to each of the new spaces.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

٠	Architecture	\$ 3,700
•	MEP	\$ 7,500
٠	Security	\$ 1,395
٠	Total	\$ 12.595

RECEENTED!

FEB 0 8 2010

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Mr. Don Brady Fort Bend County February 5, 2010 Page 2 of 4

2. Modification of District and Associate Judge's chambers to delete Probate Auditor space (third floor chambers only) and make conference/library contiguous with judge's chambers.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to delete the Probate Auditor's spaces at District Judge's chambers (third floor) and make the conference/library contiguous with District and Associate Judge's chambers. This involves removing walls and doors, which in turn requires electrical and telecommunications devices currently on the wall and in floors to be relocated. Mechanical distribution will need to be re-evaluated, and may need to be revised. Security backgrounds will need to be updated, and signage will need to be revised. The Environmental Graphics (signage) drawings will need to be modified to delete / move sign locations.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

٠	Architecture	\$ 4,400
•	MEP	\$ 4,500
•	Telecommunications	\$ 1,480
•	Security	\$ 1,395
•	Signage	\$ 720
•	Total	\$ 12,495

3. Modification of rooftop HVAC unit type and location.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to modify the type and location of rooftop HVAC units based on the Construction Manager's constructability / value engineering exercise. This requires structural revisions to support the new location of the units, changes to the architectural penthouse level plan, and a review and potential modification of the mechanical design for supply and return air from the units. The electrical drawings will also need to change to show the new location of the units

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

•	Architecture	\$ 2,220
٠	Structural	\$ 6,500
•	MEP	\$ 4,500
•	Total	\$ 13,220

Mr. Don Brady Fort Bend County February 5, 2010 Page 3 of 4

4. Modification of Detention Hardware

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to modify the type of detention locking device on (23) doors from low-voltage motorized to high-voltage solenoid type locks. This involves modifying the detention door schedule and adding a circuit for each of these doors on the electrical drawings.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

•	Architecture	\$ 2,960
•	MEP	\$ 2,000
•	Total	\$ 4.960

5. Added Security Control Station at Jail

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to add a security control station, including touch screen, audio communication and video surveillance at the jail to control/view the devices at the courthouse. We understand that there are existing pathways that can be used for cabling from the equipment room near the tunnel tie-in at the jail to the new jail tower's telecommunications/security room adjacent to the control room. We also understand that there may be some additional millwork required at the jail's control room to accommodate the new control station. This proposal does not include any modification of the electrical or telecommunications outlets at the jail's control room, or any modification to the building's walls or size of the telecommunications/security or control room to accommodate the equipment required for this change.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

•	Architecture	\$ 4,440
•	Security	\$ 2,950
•	Total	\$ 7,390

Mr. Don Brady Fort Bend County February 5, 2010 Page 4 of 4

Summary:

	TOTAL	350,660	\$17,720	\$6,500	\$18,500	\$5,740	\$1,480	\$720
5	Sec. Control Station at Jail	\$7,390	\$4,440			\$2,950		
4	Detention Look Types	\$4,960	\$2,960		\$2,000			
3	Rooftop HVAC Units	\$13,220	\$2,220	\$6,500	\$4,500			
2	Judges' Chambers	\$12,495	\$4,400		\$4,500	\$1,395	\$1,480	\$720
1	District & County Clerk Stor.	\$12,595	\$3,700		\$7,500	\$1,395		
			Arch.	Struct.	MEP	Secur.	Telecom.	Signage

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and we estimate this will not increase our current reimbursable maximum.

PROJECT SCHEDULE

PGAL has not proceeded with this effort pending your approval.

Thank you again for the opportunity to once again serve Fort Bend County, PGAL looks forward to the successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sinchinely,

David L. Andrews, AIA

Principal

CC: Paul Bonnette, Accounting, File - PGAL

STATE OF TEXAS §
COUNTY OF FORT BEND §

SECOND AMENDMENT AGREEMENT FOR PHASE 2 – POST BOND ELECTION ARCHITECTURAL SERVICES

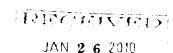
THIS SECOND AMENDMENT to the Agreement for Phase 2 – Post Bond Election Architectural Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as "County," and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL) hereinafter referred to as "Architect" authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Phase 2 – Post Bond Election Architectural Services dated August 6, 2008, (collectively, the "Agreement") and a First Amendment on October 20, 2009, (collectively, the "First Amendment"), attached hereto as Exhibit B & C, incorporated by reference as if set forth herein verbatim for all purposes. County and Architect now desire to amend said Agreement as set forth in Architect's proposals dated January 19, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim for all purposes.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Architect is hereby amended as follows:

- A. An additional amount not-to-exceed \$65,000.00 (Sixty-Five Thousand Dollars) shall be available for additional services requested by County and an additional amount not-to-exceed \$5,000.00 (Five Thousand Dollars) for reimbursable expenses in connection with the Project, as described in Exhibit A.
- B. Architect's compensation for the Project shall not exceed \$3,785,310.00, as follows:
 - 1. Original Scope of Work not-to-exceed: \$3,604,000.00
 - 2. Original Reimbursable Expenses not-to-exceed: \$46,000.00
 - 3. First Amendment: Additional Reimbursable Expenses not-to-exceed: \$45,000.00
 - 4. First Amendment: Additional Services not-to-exceed: \$20,310.00
 - 5. Second Amendment: Additional Services not to exceed: \$65,000.00
 - 6. Second Amendment: Additional Reimbursable Expenses not-to-exceed \$5,000.00.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.



F. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

EXECUTION

This Agreement shall not become effective until execu	ted by County.
COUNTY: FORT BEND COUNTY, TEXAS	
Robert E. Hebert, County Judge	1-26-10 Date
Attest: Ganne Wilson	· ·
Dianne Wilson, County Clerk	
Approved: By: Don Brady, Director Facilities Management & Planning	1/26/10 Date
ARCHITECT: PIERCE GOODWIN ALEXANDER &	LINVILLE (PGAL)
David L. Andrews, Principal	Date
Attest:	
AUDITOR'S CERTI	FICATE
I hereby certify that funds are available in the pay the obligation of the Fort Bend County under this county under this county and the Ed Sturdivant, Fo	
MER:Architect Agreement.PGAL.Judicial Complex.3729.2 nd .AMEND	•
EXHIBIT A: Architect's Fee Proposal dated January 1 EXHIBIT B: Original Agreement dated August 6, 200 EXHIBIT C: First Amendment dated October 20, 2006	8

EXHIBIT A

PGAL

January 19, 2010

Mr. Don Brady
Fort Bend County
1517 Eugene Heimann Circle, Suite 500
Richmond, Texas 77469
Voice: 281-633-7018
Email: bradydon@co-fort-bend.tx.us

RE: Additional Services Fee Proposal
Additional Court Technology and Telephony Consulting Services
Fort Bend County Justice Center, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this Additional Service Request to provide consulting services associated with assisting the county with additional technology needs not included in our basic services contract for the Justice Center.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL provide consulting services for Local Area Network equipment, Wide Area Network equipment, desktop computers, Servers/Storage Cabinets/PDU's, printers and general equipment, Wireless Networking and Telephony. The effort will include the following:

- Assess the current applicable technology standards and systems in place by written request to the IT department and assess the current capabilities (budgets, assets, resources, etc.) These will include the following:
 - a. LAN/WAN systems
 - b. PCs
 - c. Servers & Storage
 - d. Printers
 - e. Wireless access points
 - f. Voice communications
 - g. In-building radio repeater equipment
- One site visit with ½ day minimum of meetings with each of the key stakeholders.
 (After allowing one to two calendar weeks for Fort Bend to provide necessary quantitative background info).
- 3. From the assessment and meetings develop a report documenting all items to be included in the Justice Center to assist the county in creating a purchase order to obtain any new items or determine items to be relocated to the new facility for the following:

3131 Brianpark Suite 200 Houston, TX 77042 [P] 713 622 1444 [F] 713 968 9333

Mr. Don Brady Fort Bend County January 19, 2010 Page 2 of 2

- a. LAN/WAN systems
- b. PCs 475
- c. Servers & Storage
- d. Printers
- e. Wireless access points
- f. Voice communications
- g. In-building radio repeater equipment
- Manage meetings and Q&A from selected vendors with the county and provide documentation of the meetings.
- 5. Assist in the evaluation of vendor proposed solutions and cost.
- If any new systems are identified or the county does not have a standard for one of the systems identified, PGAL will assist in determining this standard.
- 7. Assist in review of the installation, if required.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee of \$65,000.00 and will require approximately six to eight weeks to complete the effort for items 1 thru 5 and will include coordination with purchasing on procurement and review of the installation.

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and we estimate this will not exceed \$5,000.

PROJECT SCHEDULE

PGAL is prepared to initiate this effort immediately in order to adhere to the overall project schedule.

Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sificerely,

David L. Andrews, AIA

Principal

CC: Paul Bonnette, Accounting, File - PGAL

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT AGREEMENT FOR PHASE 2 – POST BOND ELECTION ARCHITECTURAL SERVICES

THIS FIRST AMENDMENT to the Agreement for Phase 2 – Post Bond Election Architectural Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as "County," and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL) hereinafter referred to as "Architect" authorized to conduct business in the State of Texas.

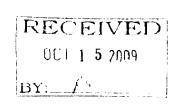
RECITALS

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Phase 2 – Post Bond Election Architectural Services dated August 6, 2008, (collectively, the "Agreement") attached hereto as Exhibit C, incorporated by reference as if set forth herein verbatim. County and Architect desire to amend said Agreement as set forth in Architect's proposals dated October 6, 2009, attached hereto as Exhibit A & B and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Architect is hereby amended as follows:

- A. An additional amount not-to-exceed \$45,000.00 (Forty-Five Thousand Dollars) shall be available for additional reimbursable expenses incurred by Architect in connection with the Project as described in Exhibit A. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not subject to reimbursement.
- B. An additional amount not-to-exceed \$20,310.00 (Twenty Thousand Three-Hundred Ten Dollars) shall be available to Architect for additional services in connection with the Project as described in Exhibit B. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not subject to reimbursement.
- C. Architect's compensation for the Project shall not exceed \$3,715,310.00, as follows:
 - 1. Original Scope of Work not-to-exceed = \$3,604,000.00
 - 2. Original Reimbursable Expenses not-to-exceed = \$46,000.00
 - 3. Additional Reimbursable Expenses not-to-exceed = \$45,000.00
 - 4. Additional Services not-to-exceed = \$20,310.00
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.





EXECUTION

This Agreement shall not become effective until executed by County.				
COUNTY: FORT BEND COUNTY, TEXAS	 			
Robert E. Hebert, County Judge	10-20-09 Date			
Attest: Dianne Wilson, County Clerk	Date			
Approved: By: Don Brady, Director	<u> </u>			
Facilities Management & Planning	Duic			
ARCHITECT: PIERCE GOODWIN ALEXANDER & LINVILLI David L. Andrews, Principal	E (PGAL) 10-17-09 Date			
Attest:				
AUDITOR'S CERTIFICATE				
I hereby certify that funds are available in the amount of \$3,715,310 to accomplish and pay the obligation of the Fort Bend County under this contract. Ed Sturdivant, Fort Bend County Auditor				

MER:Architect Agreement.PGAL.Judicial Complex.3729.AMEND

EXHIBIT A: Architect's Fee Proposal dated October 6, 2009; additional reimbursable expenses EXHIBIT B: Architect's Fee Proposal dated October 6, 2009; additional services

EXHIBIT C: Original Agreement dated August 6, 2008

EXHIBIT A



October 6, 2009

Mr. Don Brady Fort Bend County 1517 Eugene Heimann Circle, Suite 500 Richmond, Texas 77469 Voice: 281-633-7018

Email: bradydon@co-fort-bend.tx.us

RE: Additional Services Fee Proposal

Reimbursable Expenses

Fort Bend County Justice Center, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this Additional Service Request to increase the amount of reimbursable expenses for the project.

PROJECT UNDERSTANDING

The originally approved reimbursable expense amounts were \$24,000 for Phase I, and \$46,000 for Phase II, for a total of \$70,000. We have currently exceeded the original amount by approximately \$20,000 Based on an average of approximately \$1,500 per month of reimbursable expenses until the end of the project (20 months,) we are requesting an additional \$30,000, for a total of \$50,000.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

 Reimbursable Expenses \$ 50,000

These reimbursable expenses include, but are not limited to, printing, plotting, photography, permits fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and we estimate this will not increase our current reimbursable maximum. We do not anticipate that there will be any large printing efforts, and since much of the submittal and drawing distribution is being done electronically, we do not anticipate that there will be a great need for couner or overnight delivenes. If changes arise that require a large printing effort, we will need to re-evaluate the reimbursable expenses at that time.

3131 Inexpert Size 200 Houseon, TX 777 12 (F) 713 622 1 1 1 (F) 713 988 9233

Mr. Don Brady Fort Bend County October 6, 2009 Page 2 of 2

Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

David Y. Andrews, AIA Principal

Since dly.

CC: Paul Bonnette, Accounting, File - PGAL

October 6, 2009

Mr. Don Brady
Fort Bend County
1517 Eugene Heimann Circle, Suite 500
Richmond, Texas 77469
Voice: 281-633-7018
Email: bradydon@co-fort-bend.tx.us

RE: Additional Services Fee Proposal
Redesign of South Tunnel Stair
Fort Bend County Justice Center, Richmond, Fexas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this Additional Service Request to provide design services associated with revising the tunnel and stair at the South side where we are adjoining the existing jail building. This redesign will include Civil, Structural, Architectural, MEP, Security and Detention revisions.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to mirror the stair at the South end of the tunnel so that construction is further away from the existing sanitary sewer line. While the change moves the construction area away from the existing stanitary line, it moves closer to the existing all building, which will require additional structural design due to increased earth pressures experienced. The paving, stairs, ramps, and grading in the area between the existing and new structures will also need to be redesigned.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

•	Structural Revision	s	11,500
•	Civil Engineering revision	\$	3,000
٠	Architecture	\$	5.000
•	MEP	\$	0
٠	Security	3	810
	Total	\$	20,310

3 (3) 3 Brianda N. Stoke 2 (- Florinton, IX 270 - 2 (9) 7 (3 529 1444 (F) 7 - 1 568 9333

Mr. Don Brady Fort Bend County October 6, 2009 Page 2 of 2

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and we estimate this will not increase our current reimbursable maximum.

PROJECT SCHEDULE

PGAL has proceeded with this effort in order to expedite the project schedule.

Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622/1444 should you have any questions or comments regarding this proposal.

Sir Lerely,

David L. Andrews, A.A.

Principal

CC: Paul Bonnette, Accounting, File - PGAL

STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS: \$

AGREEMENT FOR PROFESSIONAL PROGRAMMING VALIDATION, PLANNING AND DESIGN SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter "County," and Pierce Goodwin Alexander & Linville (PGAL), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional programming validation, planning and design of the proposed new Fort Bend County Judicial Complex in Richmond, Texas, hereinafter referred to as the "Project;" and;

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

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

Contractor agrees to perform professional programming validation, planning and design services in connection with the Project as stated herein and for having rendered such services, the County agrees to pay to the Contractor compensation as stated herein.

SECTION II CHARACTER AND EXTENT OF SERVICES

- 2.01 See Exhibit A, August 24, 2007 Proposal from Contractor, attached hereto and incorporated by reference as if set forth herein verbatim.
- 2.02 Contractor agrees to complete the services called for in this Agreement within one-hundred-and-fifteen (115) calendar days from the date of this Agreement.
- 2.03 Contractor agrees to provide the following services described in the Proposal attached as Exhibit A within the following timelines:

A. Program Validation: 11/30/07
B. Master Planning: 11/30/07
C. Schematic Design: 12/31/07
D. Design Development: 02/29/08

- 2.04 This Agreement does not address any services of Contractor described in Exhibit A as "Phase 2 Post Bond Election." Any services provided by Contractor for "Phase 2 Post Bond Election" shall be subject to further written agreements.
- 2.05 Contractor shall provide the services described in the Proposal attached as Exhibit A to the specifications as detailed in Exhibit B, attached hereto and incorporated by reference as if set forth herein verbatim.

SECTION III CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by the Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed \$1,520,000.00, plus \$24,000.00 in reimbursable expenses.
- 3.02 Contractor's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance, photography, permits, fees, special handling or delivery, mileage and travel (if necessary) shall be reimbursed at cost upon submission of properly submitted expense records to County. All reimbursable expenses shall not exceed \$24,000.00.
- 3.03 Contractor shall submit payment application to County and County shall pay each payment application within thirty (30) days after the County Representative's written approval provided however, that the approval or payment of any payment application shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such payment application or receipt or acceptance by the County of the services covered by such payment application.

SECTION IV TERM AND TERMINATION

- 4.01 This Agreement shall commence on the date the last party executes this agreement and shall terminate on May 31, 2008, or as agreed to in writing as an amendment to this contract, unless Contractor's services are concluded earlier in accordance with Section 2.02 above.
- 4.02 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.
- 4.03 Upon receipt of such notice, 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.
- 4.04 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination
- 4.05 County shall then pay 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.
- 4.06 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V INSURANCE

5.01 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 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 materially 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.

5.02 Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect Professional Liability Insurance in the amount of \$2,000,000 per occurrence naming Contractor as the named insured. The policy shall contain a clause that the insurer will not cancel or materially 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 VI NOTICE

- 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 County or Contractor at the addresses set forth below.
- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
 - A. If to Contractor:

Pierce Goodwin Alexander & Linville, Inc. Jeffrey A. Weiner, AIA 5555 San Felipe, Suitc 1000 Houston, Texas 77056

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

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

Facilities Management and Planning Department Don Brady, Director 1402 Band Road, Suite 100 Rosenberg, Texas 77471 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII LIMIT OF APPROPRIATION

- 7.01 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 \$1,520,000.00, plus reimbursable expenses not to exceed \$24,000.00, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 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 \$1,520,000.00, plus \$24,000.00 in reimbursable expenses.

SECTION VIII SUCCESSORS AND ASSIGNS

- 8.01 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.
- 8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 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 IX PUBLIC CONTACT

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

SECTION X COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County and Harris 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 XI OWNERSHIP OF DOCUMENTS

- 11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and any consultants of Contractor (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches 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.
- 11.04 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 reason without the prior express written permission of County.
- 11.05 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.
- 11.06 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 XII INDEMNIFICATION

- 12.01 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, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 12.02 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 CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XIII 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 XIV MISCELLANEOUS

- 14.01 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.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 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.
- 14.04 If there is a conflict between this Agreement and Exhibit "A," the provisions of this Agreement shall prevail.

EXECUTION PAGE TO FOLLOW

SECTION XV EXECUTION

Inis Agreement snall not become effecti	ve until executed by	y all parties hereto.
FORT BEND COUNTY:		
By: Ollew Dellew Robert E. Hebert, County Judge	Date:	11-6-07
ATTEST:		
Dianne Wilson, County Clerk	<u></u>	
APPROVED: By: Don Brady, County Facilities Management & Planning Director		11-5-7
CONTRACTOR: Pierce Goodwin Alexa Jeffey Weiner, AIA Principal	·	GAL)
MER:PGAL-Court Complex:3729(11012007)		
	ror's certific	
I hereby certify that funds are average to accomplish and pay the obligation of	the Fort Bend Cour	nt of \$ 1,544,000.00 hty under this contract.
Exhibit A: August 24, 2007 Proposal fr Exhibit B: Architectural Services	om Contractor	

Mexandria | Atlanta | Boca Raton | Dallas |

jaust 24, 2007

Mr. Donald G. Brady

Director, Facilities Management and Planning

Fort Bend County

1402 Band Road

Rosenberg, Texas 77471

Voice: 281,683-7018

Emails brádydori@co-foit-bend.tx.us

RE:

Scope of Services and Fee Proposal

Fort Bend County Judicial Complex, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this scope of work and fee proposal for programming validation, planning and design of the proposed new Fort Bend County Judicial Complex in Richmond, Texas. PGAL is very experienced with this project type, and can add atomicant value to not only this initial phase of the work, but all phases of the work, as the Commissioners Court determines the "best" course of action to meet the growing justice and coult needs in Fort Bend County.

PROJECT UNDERSTANDING

Fort Bend County, with the assistance of FGAL, has outlined a viable solution to the County's justice and courts needs, based on the findings within Ricci Greene Study, completed in 2006, and presented to Commissioners Court in a Workshop last month. The proposed solution identifies a master planned judicial complex solution that can be phased over time, as the judicial needs grow and funding becomes available. The proposed project was defined as a part of the 2007 Facility Master Plan Update, and then presented to both the County's Council of Judges and Commissioners Court. This effort will pracede and be the basis of an anticipated Bond Referendum in May 2008.

The master plan update identified a 215,000 GSF building with an estimated construction cost of \$54,000,000, including all building costs, site work, escalation and owner / design / construction contingencies. The project program is to include all county court related functions, including Courtrooms, Judicial areas and support spaces, July Assembly, District Attorney, District and County Clerks, and support spaces for up to 24 courtrooms thru the 2016 planning horizon.

SCOPE OF WORK

In order to accurately reflect the needs of the judicial complex, detailed Program Malidation must be conducted with the County and the County's judiciary. This export will be critical to building consensus at those levels and ultimately provide the necessary support for the project. From there, Master Planning of the complex, in collaboration with the other projects proposed on the Golfview 40-acre site, will determine building footprint, parking, site work and future expansion Mr. Donald G. Brady Fort Bend County August 24, 2007 Page 2 of 3

approval of these initial efforts, PGAL will move forward with the Schematic Design (SD) Phase, which can be accomplished in approximately 75 days, and will provide a more detailed outline of the project, including schematic site planning, floor plans and concept renderings of the complex extentor, descriptions of all building systems, and a detailed order of magnitude cost estimate. With the approval of the SD, PGAL will initiate the Design Development (DD) Phase of the project to obtain define the project's components and systems, along with a detailed cost estimate that can be used as the basis for the Bond Referendum. In both the SD and DD phases, PGAL will include project the required consultants and engineers needed to accurately define the project. These consultants will include civil, structural, mechanical, electrical, plumbing and fire protection engineering, acoustical, audio-visual and, security consulting, landscape design and cost estimating services. Final documentation services and subsequent phases will only be initiated following the passage of the May 2008 Bond Election.

COMPENSATION

The basis for compensation is the assumed construction costs of \$54M, a percentage of construction costs for full design services of approximately 8.0%, and a designated percentage level of completion for each project phase.

PGAL proposes to deliver the Scope of Work as described above for a lump sum fee, plus reimbursable expenses, as putlined.

\$ 50,000 \$ مرمر محمر مسلم على Program Validation	
Master Planning \$ 20,000	
Schematic Design (15%)	
Design Development (20%) Section 1.000 Section 1.0000 Section 1.00000 Section 1.00000 Section 1.000000000000000000000000000000000000	
Phase 1, Subtotal – Pre Bond Election (35%)	\$1,520,000
• Construction Documents (40%)	
Bid / Negotiating (5%) \$ 208,000	
Construction Administration (20%) \$ -830,000	
Phase 2, Subtotal – Post Bond Election (65%)	\$2,698,000

• Total (100%) \$4,218,000

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and are estimated not-to-exceed \$24,000 for Phase 1 and \$42,000 for Phase 2.

Additional Services: If services other than those described above are requested and approved by Fort Bend County, they will be billed in addition to the above compensation in accordance with PGAL's personnel rate schedule for 2007.

Mr. Donald G. Brady Fort Bend County August 24, 2007 Page 3 of 3

Terms: PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

PROJECT SCHEDULE

PGAL—is prepared to deliver this project in accordance with your schedule requirements, including preparation for the proposed upcoming Bond Referendum next year, and can complete the scope of work as described above as per the attached project schedule.

Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 281-850-0955 or David Andrews at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely.

Jeffrey A. Weiner, AIA

Principal

CC: David Andrews, Cheryl Gajeske, Fred Doane, Diaria Stacey, Accounting, File - PGAL

EXHIBIT B ARCHITECTURAL SERVICES

Article 1: Basic Services

Contractor's "Basic Services" consist generally of the phases described below and include the architectural programming, planning and design services, along with structural, heating/ventilation/air-conditioning, plumbing/fire protection, electrical and civil engineering, landscape architecture, and security, signage/graphics, interior design, furniture/fixtures/equipment specialty consulting services, for the Project within the limits County has budgeted as provided herein and in accordance with the standard of care required of architects on similar projects. This shall include, but not be limited to, Contractor's employment of sufficient qualified personnel and consultants to fully and timely accomplish the services promised and agreed to in this Agreement. County shall furnish a site survey showing property lines, topography, existing improvements, utilities and other available information that may be needed for complete site design, a geotechnical investigations report, based on Contractor supplied boring information, and a Phase 1 Environmental Assessment of the property.

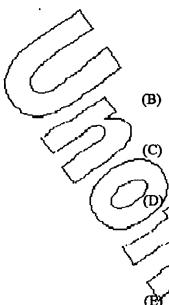
1.02 Contractor shall use its best efforts and endeavor to perform all its professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the professional standard of care provided by architects in similar projects. Contractor's documentation for the Project shall be suitable for their intended use and shall include sufficient information necessary to tie all Project water, sewer, gas and storm drainage lines into adjacent existing lines and facilities, so as to be in compliance with standards by the City of Richmond. The connections for electricity, data and phone utilities are located on a street directly adjacent to the site, design and costs of enlarging, or underground routing of, these utilities to suit the requirements of this facility shall be included as a part of this Project.

1.03 Contractor's deliverables for the Project shall meet applicable federal, state, and local codes in effect at the time of documentation.

1.04 Contractor, as part of Basic Services, shall perform all of the architectural and engineering services required for the proper programming planning and design of the Project. The term "Basic Services" as used herein shall mean and include, but not be limited to, the following services:

(A) The conceptual design of all site, site development, foundation, structural roof, exterior wall, exterior finish, interior wall, interior finish, sapitary,

Agreement for Professional Programming Validation, Planning and Design Services-Pierce Goodwin Alexander & Linville (PGAL) Exhibit B: Page 1 of 5



electrical, plumbing, heating, ventilating, air conditioning, fire protection, signage, graphics, security, landscaping, utilities, drainage and other work necessary to adequately scope and budget the Project, and gain necessary preliminary approvals from the City of Richmond.

The design of all systems, through Design Development, including without limitation the electrical, plumbing, heating, ventilating, air conditioning, fire protection, and security.

The determination of the availability and capacity requirements of the Project to water, telephone, gas, electricity, data, wastewater and other required utilities.

The advising of County with respect to the use of materials and equipment to be incorporated into the Project, with respect to the obtaining of cost sakings through the use of alternate materials and equipment for the Project and with respect to the evaluation of electrical, plumbing, heating, ventilating, air conditioning, and fire protection, security and other systems to be incorporated into the Project.

The preparation of all drawings, specifications and other documents necessary for the completion of referenced Schematic Design and Design Development Phases of the Project and of all schedules and other documents necessary in connection with the phasing of the construction of the Project.

(F) The advising of County with respect to the classifications of construction work included in each aspect of the Project and with respect to the trades required for the construction of each aspect of the Project.

(G) The providing to County of estimates of the probable construction cost of various portions of the Project, in detail sufficient to permit County to evaluate the construction cost estimates of various portions of the Project.

(H) The participation in meetings with County in order to advise in the coordination of the design of the Project.

(I) The making of such investigations of existing conditions as may be necessary in order to enable Contractor to perform the Basic Services required hereunder to be performed by Contractor.

(J) The preparation of a set of reproducible drawings and specifications showing the extent of the Project's Schematic Design and Design Development Phases.

(K) All submittals shall be in both hard copy and electronic format compatible with County's systems. For each submittal, Contractor shall provide four (4) copies of drawings and specifications, and other documents which illustrate the scale and relationship of the Project components. All plans and drawings shall be prepared and submitted by Contractor to County for approval on a minimum 24-inch by 36-inch sheet, with all lettering clearly legible when the sheets are reproduced and reduced to half size.

1.05 Contractor shall perform, as part of Basic Services, any and all architectural and/or engineering services reasonably required in order to accomplish fully the

Agreement for Professional Programming Validation, Planning and Design Services,
Pierce Goodwin Alexander & Linville (PGAL)
Exhibit B: Page 2 of 5

tasks required to be performed hereunder by Contractor as part of Basic Services. The entire compensation of the Contractor for the performance hereunder of Basic Services, including any and all compensation in respect to costs or expenses incurred by Contractor in the performance hereunder of Basic Services, shall be the Basic Compensation set forth in the Agreement for Professional Services attached hereto to this Exhibit. Contractor acknowledges that, in order to obtain the approval of County Commissioners Court in respect to various matters pertaining to the design of the Project, Contractor may be required to make multiple presentations to various boards, agencies and public groups and Contractor agrees that the making of any and all such presentations is part of Basic Services.

1.06 Contractor's Basic Services shall be in accordance with the Project Timeline, as summarized below, except as adjusted for approved extensions. Contractor shall not be penalized for delays in this schedule beyond their control or delays occasioned by action or inaction by County.

Planning, Program Validation and Schematic Design Phase 1/6/2007 to 012/31/2007

Design Development Phase 91/01/2008 to 02/29/2008

Article 2: Schematic Design Phase

- 2.01 Contractor shall consult with county Representative to clarify the list of priorities for the Project.
- 2.02 Contractor shall provide a preliminary evaluation of County program, schedule and construction budget requirements by the end of Schematic Design Phase.
- 2.03 Contractor shall prepare, for consideration of and approval by County, the Schematic Design Studies ("Studies"), and submit the drawings and/or other documents which illustrate the scale and relationship of the Project components within the time allotted under Article 1.06, adjusted for approved time extensions and the Studies shall consist of at least the following:
 - (A) Site and floor plans for each level;
 - (B) Elevations for all structures with two or more sections for each structure utline specifications;
 - (D) Statistical summary of design areas companing the program; and
 - (E) Drawings necessary to adequately present the concept.
 - (F) All submittals shall be in electronic format, pursuant to Article 1.04.
- 2.04 Schematic design shall include the normal and customary disciplines for the standard of care of designing a building of this size including architectural

Agreement for Professional Programming Validation, Planning and Design Services.

Pierce Goodwin Alexander & Linville (PGAL)

Exhibit B: Page 3 of 5

design, structural design, mechanical design, electrical design, civil design, landscapes design, and interior design. Materials research and specifications shall also be included in this phase of the Project.

Contractor shall provide County with a schematic design statement of probable construction cost. Should Contractor's statement of probable construction cost exceed the Project budget, Contractor shall work with County Representative and make changes to bring the Project into the budget, and Contractor shall present County Representative with appropriate cost reduction options at completion of the schematic design phase for action by Commissioners Court. In any event Contractor will make a presentation to Commissioners Court regarding this phase of the Project.

2.06 Contractor will make recommendations to County where a conflict may exist between the established Project budget and the Schematic Design cost estimate. Said recommendations will provide for adjustments to enable construction of the facility within the budget and during the Project Timeline period shown in Article 1.06.

2.07 Contractor will subtain a payment application, in triplicate, to County for payment of the percentage of work done during the previous month, during this phase of the Contract. Thirty-Five-Rercent (35%) of the Basic Services Fee shall be authorized for this phase of the work.

Article 3: Design Development Phase

- 3.01 Contractor shall prepare Design Development Documents based on the approved Schematic Design Documents to include adequate specifications for elements of the Project for consideration and approval by County. Design Development Documents shall fix and describe the size, cross sections and character of the Project as to architectural, structural, vertical transportation, mechanical, life safety, electrical and other systems, materials, and such other essentials as may be necessary and appropriate resulting in fully developed floor plans, exterior elevations, interior elevations, reflected ceiling plans, wall and building sections, key details and basic building systems. The Design Development Phase shall be completed as within the time allotted under Article 106.
- 3.02 Contractor shall submit, pursuant to Article 1.04(1), the proposed Design Development Documents to County Representative for review and official approval by County Commissioners Court.
- 3.03 Contractor shall submit outline specifications for all major elements of construction including, but not limited to: architectural structural, mechanical, civil design, landscape, interior, electrical, signage/graphics, security, FFE (furniture/fixtures/equipment) and vertical transportation. Materials research and

Agreement for Professional Programming Validation, Planning and Design Serviors

Pierce Goodwin Alexander & Linville (PGAL)

Exhibit B: Page 4 of 5

specifications shall continue with the production during this phase of a design manual, including design criteria and outline specifications and materials lists.

Contractor shall submit each month a payment application, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Sixty-Five Percent (65%) of the Basic Service Fee shall be authorized for this phase of the work.

Agreement for Professional Programming Validation, Planning and Design Services
Pierce Goodwin Alexander & Linville (PGAL)

Exhibit B: Page 5 of 5

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1402 Band Road Suite 100 Rosenberg, TX 77471			AUTHORIZED REPRESENTATIVE				
Rosenberg, IX 17472			Mark A St	Mark A Stoltz/RES			

	ACORD, CERT	IFICATE OF LIABI	LITY INS	URANCI	E	DATE (MM/DD/7777) 1/29/2008	
	OUCER Phone: 713-490-46				L.		
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1	Attn: Jacque Bu		CERTIFICATE	CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO			
	1402 Band Road, Suite 100 Rosenberg TX 77471			SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
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STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT FOR PHASE 2 - POST BOND ELECTION ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF FORT BEND, a political and legal subdivision of the State of Texas (hereinafter referred to as "COUNTY,") and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL), with offices located at 5555 San Felipe, Suite 1000, Houston, Texas 77056 (hereinafter referred to as "ARCHITECT,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about November 6, 2007, the parties entered into an "Agreement for Professional Programming Validation, Planning and Design Services" for Phase 1 - Pre-Bond Election Services for the proposed Fort Bend County Judicial Complex to be constructed in Richmond, Texas, hereinafter referred to as "Phase 1 Agreement;" and,

WHERAS, services provided by ARCHITECT for Phase 1 of the Project have been completed; and,

WHERAS, pursuant to Section 2.04 of the Phase 1 Agreement, the parties at this time set forth the agreement for Phase 2 – Post Bond Election Services, hereinafter referred to as "Phase 2 Agreement," and,

WHEREAS, ARCHITECT has agreed to provide such professional services described in its Scope of Services and Fee Proposal dated May 27, 2008, attached hereto as "Exhibit A" and incorporated by reference herein as if set forth verbatim for all purposes, for architectural services for the Fort Bend County Judicial Complex, hereafter known as the "Project," for the compensation provided herein; and

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein contained, COUNTY and ARCHITECT do hereby contract as follows. The Phase 1 Agreement is hereby amended as follows for Phase 2 – Post Bond Election Services for the Project. This Phase 2 Agreement hereby amends the Phase 1 Agreement referenced above.

ARTICLE I DEFINITIONS

- 1.01 (a) ARCHITECT means Pierce Goodwin Alexander & Linville (PGAL) and their consultants as described in their Scope of Services and Fee Proposal dated May 27, 2008.
 - (b) ARCHITECT'S TEAM—means PGAL, Walter P. Moore & Associates, Jacobs/Carter & Burgess, Latta Technical Consultants, and Knudson & Associates. ARCHITECT shall designate a representative in writing to COUNTY REPRESENTATIVE, authorized to act on behalf of ARCHITECT.

- (c) DESIGN TEAM means ARCHITECT, the COUNTY's Construction Manager (hereafter the "CM"), COUNTY REPRESENTATIVE and an appointed member of the Council of Judges.
- (d) COUNTY REPRESENTATIVE means the individual appointed by Commissioners Court to facilitate and coordinate Project issues, namely, the Director of Facilities Management and Planning or his written designee. COUNTY REPRESENTATIVE shall provide written instructions to ARCHITECT detailing the process by which communication(s) shall be conducted. ARCHITECT shall comply with any written instructions by COUNTY REPRESENTATIVE until they are revoked and/or amended in writing.
- (e) Commissioners Court means the Fort Bend County Commissioners Court, the governing body of Fort Bend County, Texas.
- (f) DAY means the calendar day, unless otherwise specifically designated.
- (g) PROJECT means the total design and construction administration of the Fort Bend County Judicial Complex on Ransom Road, Richmond, Fort Bend County, Texas 77469. The scope of the project includes design and project administration for:

Construction of a new, approximately 225,000 GSF building to include all district, county and other special courts, jury assembly, district attorney, district and county clerks and support spaces for courtrooms, including an underground tunnel connection to the existing jail facility and a new parking structure. Project scope shall include all necessary site development including utilities and all general construction.

- (h) CONTRACT TIME means the period of time established for completion of the Project as evidenced by the issuance of the Final Certificate of ARCHITECT, the completion of As-built drawings and installation of FFE. Contract Time commences upon the COUNTY'S issuance of a Notice to Proceed.
- (i) CONSTRUCTION COST shall include the cost at current market rates of labor and materials furnished by COUNTY and equipment designed, specified, selected or specially provided for by ARCHITECT, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit.
- (j) CONTRACT DOCUMENTS shall consist of the Agreement for Architectural Services, the Commissioners Court Design Development Documents, the Construction Manager Agreement, Construction Documents, Construction Document Change Orders, ARCHITECT'S Scope of Services and Fee Proposal dated May 27, 2008, and any other Change Order thereto that together form the entire integrated agreement between COUNTY and the Construction Manager.
- (k) CONTRACT SUM means the Construction Cost described in the approved Guaranteed Maximum Price approved by the Commissioners Court
- 1.02 Capitalized terms used in this Agreement, other than those specifically defined in Article 1.01,

shall have the meanings ascribed to them in the Construction Management Agreement, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

ARTICLE II ARCHITECT'S SERVICES

2.01 Basic Services

- (a) ARCHITECT'S Basic Services consist generally of the phases described below and include the architectural services and structural, security, signage/graphics, furniture, fixtures, equipment, mechanical, plumbing, electrical and civil engineering and landscape design services, materials and colors, for the Project within the limits COUNTY has budgeted as provided herein and in accordance with the highest standard of care required of other architects on similar projects. This shall include, but not be limited to, ARCHITECT'S employment of sufficient qualified personnel and consultants to fully and timely accomplish the services promised and agreed to in this Agreement. COUNTY shall furnish a site survey showing property lines, topography, existing improvements, utilities and other available information that may be needed for complete site design.
- (b) ARCHITECT shall use its best efforts and endeavor to perform all its professional services agreed hereunder in a manner satisfactory and acceptable to COUNTY, in keeping with the professional standard of care provided by architects in similar projects. ARCHITECT'S Working Drawings and Specifications for the Project shall be suitable for their intended use and shall include plans and profiles necessary to tie all Project water, sewer, gas and storm drainage lines into adjacent existing lines and facilities, as authorized and approved by the City of Richmond. Extending utilities not located on a street directly adjacent to the site or enlarging existing utilities to requirements of this facility, which may be necessitated, shall be extended or enlarged by separate agreement and not as a part of this Project.
- (c) ARCHITECT'S Working Drawings and Specifications for the Project shall meet applicable federal, state, and local codes in effect at the time construction documents are complete. ARCHITECT shall endeavor to secure all governmental approvals in conjunction with COUNTY, except that no waiver shall be requested of any code, standard or specification by ARCHITECT without the prior written consent of COUNTY REPRESENTATIVE.
- (d) ARCHITECT, as part of Basic Services, shall perform all of the architectural and engineering services required for the proper construction of the Project. The term "Basic Services" as used herein shall mean and include, but not be limited to, the following services:
 - (1) The design of all site, site development, foundation, structural roof, exterior wall, exterior finish, interior wall, interior finish, sanitary, electrical, plumbing, heating, ventilating, air conditioning, fire protection, signage, graphics, security, landscaping, drainage and other work necessary to be performed in order to construct the Project.
 - (2) The design of all systems, including without limitation the electrical, plumbing, heating, ventilating, air conditioning, fire protection, and security.

- (3) The determination of the availability to the Project of water, telephone, gas, electricity, wastewater and other required utilities.
- (4) The advising of COUNTY with respect to the use of materials and equipment to be incorporated into the Project, with respect to the obtaining of cost savings through the use of alternate materials and equipment for the Project and with respect to the evaluation of electrical, plumbing, heating, ventilating, air conditioning, and fire protection, security and other systems to be incorporated into the Project.
- (5) The preparation of all drawings, specifications and other documents necessary for the construction of the Project and of all schedules and other documents necessary in connection with the phasing of the construction of the Project and the eliciting of alternative competitive bids with respect to the construction of the Project
- (6) The advising of COUNTY with respect to the classifications of construction work included in each aspect of the Project and with respect to the trades required for the construction of each aspect of the Project.
- (7) The advising and preparation as provided for in Article 2.04 of COUNTY with respect to the preparation of bidding documents necessary for the construction of the project by the CM.
- (8) The providing to COUNTY of estimates of the probable construction cost of various portions of the Project, along with the CM, in detail sufficient to permit COUNTY to evaluate proposals received for the construction of various portions of the Project.
- (9) The participation in meetings with COUNTY and CM in order to advise in the coordination of the construction of the Project.
- (10) The observation and administration of the construction process as specifically set forth in Article 2.05.
- (11) The preparation and evaluation of proposed change orders with respect to the construction of the Project.
- (12) The review and approval for design intent of all Shop Drawings, Product Data and Samples submitted to ARCHITECT for conformity with design concepts developed by ARCHITECT.
- (13) The preparation of drawings, specifications and other documentation and supporting data, evaluating CM's proposals, and providing other services in connection with Change Orders and Construction Change Directives.
- (14) The recommendation of such investigations of existing conditions as may be necessary in order to enable ARCHITECT to perform the Basic Services required hereunder to be performed by ARCHITECT.
- (15) The providing of assistance in the initial testing, adjusting and balancing of all equipment and systems incorporated into the Project.
- (16) The provision of services to COUNTY with respect to the correction of any defective or nonconforming work incorporated into the construction of the Project. Under certain circumstances, COUNTY REPRESENTATIVE may authorize Additional Services of ARCHITECT with respect to the correction of defects and/or nonconforming work.
- (17) The preparation of a set of reproducible record drawings showing the Project as constructed and based upon marked-up prints, As-built drawings provided by the CM, and other information furnished to ARCHITECT. This information must be delivered on a computer disc in a version compatible with AutoCad 2007.

- (18) All submittals shall be in both hard copy and electronic format compatible with COUNTY'S systems. For each submittal, ARCHITECT shall provide four (4) copies of drawings and/or other documents which illustrate the scale and relationship of the Project components. All plans and drawings shall be prepared and submitted by ARCHITECT to COUNTY for approval on a minimum 24-inch by 36-inch drafting sheet, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.
- (19) Project team members shall utilize "E-Project" or another acceptable program as the Project Management web-based communications and document control system.
- (e) ARCHITECT shall perform, as part of Basic Services, any and all architectural and/or engineering services reasonably required in order to accomplish fully the tasks required to be performed hereunder by ARCHITECT as part of Basic Services. The entire compensation of the ARCHITECT for the performance hereunder of Basic Services, including any and all compensation in respect to costs or expenses incurred by ARCHITECT in the performance hereunder of Basic Services, shall be the Basic Compensation set forth in Article V and any Reimbursable Expenses payable to ARCHITECT in respect to the performance hereunder of Basic Services as set forth in Article IV. ARCHITECT acknowledges that, in order to obtain the approval of COMMISSIONERS COURT in respect to various matters pertaining to the design and construction of the Project, ARHCITECT may have to make multiple presentations to various boards, agencies and public groups and ARCHIECT agrees that the making of any and all such presentations is part of Basic Services.
- (f) ARCHITECT'S Basic Services shall be in accordance with the Project Timeline, as Summarized below and attached hereto as Exhibit B as if set forth herein verbatim, except as adjusted for approved extensions, if any. ARCHITECT shall not be penalized for delays in this schedule beyond control or delays occasioned by action or inaction by Commissioners Court.
 - (1) Construction Document Phase Complete 11/17/2008
 - (2) Bid/Negotiate Phase Complete 1/21/2009
 - (3) Construction Phase Complete 10/20/2010

2.02 Additional Services

(a) The services described in this Article are not included in Basic Services and they shall be paid for by COUNTY as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Articles 2.02.1 and 2.02.3 shall only be provided if authorized or confirmed in writing by Commissioners Court. If services described under Contingent Additional Services in Article 2.02.2 are required due to circumstances beyond ARCHITECT'S control, ARCHITECT shall notify COUNTY prior to commencing such services. If Commissioners Court deems that such services described under Article 2.02.2 are not required,

COUNTY REPRESENTATIVE shall give prompt written notice to ARCHITECT. If COUNTY REPRESENTATIVE indicates in writing that all or part of such Contingent Additional Services are not required, ARCHITECT shall have no obligation to provide those services and the COUNTY shall not have any obligation to pay any fee.

- Any Additional Services which might be necessary in connection with the design of the (b) Project shall be performed by ARCHITECT under this Agreement upon the written request of COUNTY REPRESENTATIVE, provided that, upon being requested hereunder by COUNTY to perform any such Additional Services, ARCHITECT shall promptly advise COUNTY of the amount of any estimated increase in the Compensation of ARCHITECT and/or any increase in the estimated costs of the construction of the Project resulting from such Additional Services and of the effect, if any, of such Additional Services upon the date for completion of Basic Services required hereunder to be performed by ARCHITECT and provided that, before any such Additional Services shall be commenced by ARCHITECT, COUNTY REPRESENTATIVE shall have approved in writing both the amount of any estimated increase in the Compensation of ARCHITECT resulting from any such Additional Services and the effect of any such Additional Services upon the date for completion of Basic Services required hereunder to be performed by ARCHITECT. Notwithstanding anything to the contrary set forth in this Agreement, COUNTY may, in its sole discretion, choose to secure additional services from sources other than ARCHITECT and/or outside of this Agreement.
- (c) The compensation of ARCHITECT shall be increased, subject to an approved written design change order, as approved by Commissioners Court, on account of Additional Services performed hereunder by ARCHITECT and COUNTY shall pay ARCHITECT, as compensation for such Additional Services, an amount equal to the aggregate of the following sums:
 - (1) An amount equal to a negotiated lump sum or at the hourly rate for personnel of ARCHITECT, including without limitation architects, engineers, designers, draftsmen and specification writers, for the time actually spent by such personnel in performing Additional Services under this Agreement.
 - (A) For purposes of calculating the amount of any payment for Additional Services, personnel of ARCHITECT shall not include persons stationed or engaged off the site of the Project in general administrative work, such as office managers, secretaries, switchboard operators and/or clericals, and the base hourly rate applicable to personnel of ARCHITECT shall not exceed the following base hourly rates, which include all markups for overhead, burden, fees, etc. Hourly rates listed below may be increased at the request of ARCHITECT at an amount not to exceed five percent (5%) of Institute Of Management and Administration architectural service rates of Houston, Texas, on January 1, 2008 and January 1, 2009, respectively, as authorized by COUNTY:

Director	\$195 per hour
Principal	\$190 per hour
Project Manager	\$185 per hour
Senior Project Architect, Designer, Engineer	\$180 per hour
Project Architect, Designer, Engineer	\$175 per hour

Architect, Designer, Engineer \$160 per hour Assistant Architect, Designer, Engineer \$125 per hour Intern/Space Planner \$125 per hour Junior Designer/Assistant Space Planner \$100 per hour Construction Administration \$85 per hour Construction Inspector \$170 per hour Senior Administration \$100 per hour Administration \$80 per hour

- (2) An amount equal to the amounts paid or payable by ARCHITECT to Consultants approved by COUNTY REPRESENTATIVE for all Additional Services performed by such Consultants under this Agreement.
- (3) An amount equal to other expenses incurred by ARCHITECT in performing Additional Services under this Agreement if and to the extent such expenses are approved in writing by COUNTY REPRESENTATIVE.
- (d) The Compensation of ARCHITECT shall be increased on account of Additional Services performed hereunder by ARCHITECT as set forth in Article II, provided however that, notwithstanding the actual cost of any such Additional Services, the Compensation of ARCHITECT shall not be increased on account of any Additional Services performed hereunder by ARCHITECT by an amount greater than the estimated increase in the Compensation of ARCHITECT given to COUNTY with respect to such Additional Services.

2.02.1 Project Representation Beyond Basic Services:

- (a) If more extensive representation at the site than is described in Article 2.05(d) is required, ARCHITECT shall provide one or more additional personnel ("Project Representatives") to assist in carrying out such additional on-site responsibilities.
- (b) Project Representatives shall be selected, employed and directed by ARCHITECT, and ARCHITECT shall be compensated therefor as agreed by COUNTY and ARCHITECT. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed, as attached to this Agreement as Exhibit B.
- (c) Through the presence at the site of such Project Representatives, ARCHITECT shall endeavor to provide further protection for COUNTY against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of ARCHITECT as described elsewhere in this Agreement.

2.02.2 Contingent Additional Services

- (a) Making revisions in drawings, specifications or other documents when such revisions are:
 (1) inconsistent with approvals or instructions previously given by COUNTY, including
 - revisions made necessary by adjustments in COUNTY Program or Project budget;

(2) required by the enactment or revision of codes, laws or regulations subsequent to the

preparation of such documents; or

- (3) due to changes required as a result of COUNTY failure to render decisions in a reasonably timely manner.
- (b) Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, COUNTY schedule, or the method of bidding or negotiating and contracting for construction.
- (c) Providing services in connection with evaluating substitutions proposed by the CM and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- (d) Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.
- (e) Providing services made necessary by the default of CM, by major defects or deficiencies in the Work of CM, or by failure of performance of either COUNTY or CM under the Contract for Construction.
- (f) Providing services in evaluating an extensive number of claims submitted by CM or others in connection with the Work, provided however that, if and to the extent that any such claims arise out of or are the result of any negligent or wrongful act or omission of ARCHITECT and/or any failure by ARCHITECT to perform Basic Services and/or Additional Services subject to and in accordance with the terms and provisions set forth in this Agreement, such services shall be included in Basic Services required to be performed hereunder by ARCHITECT and shall not be treated hereunder as a Contingent Additional Service or Optional Additional Service.
- (g) Providing services in connection with a dispute resolution proceeding or a legal proceeding except where ARCHITECT is party thereto, provided however, that if ARCHITECT is a party to any such proceeding and/or if and to the extent that any such proceeding arises out of, is the result of or involves as an issue any negligent or wrongful act or omission of ARCHITECT and/or any failure by ARCHITECT to perform Basic Services and/or Additional Services subject to and in accordance with the terms and provisions set forth in this Agreement, such services shall be included in Basic Services required to be performed hereunder by ARCHITECT and shall not be treated hereunder as a Contingent Additional Service or Optional Additional Service.
- (h) Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, not specified in Article 2.01(d).

2.02.3 Optional Additional Services

- (a) Providing analyses of COUNTY needs and programming the requirements of the Project.
- (b) Providing financial feasibility or other special studies.
- (c) Providing planning surveys, site evaluations or comparative studies of prospective sites.
- (d) Providing special surveys, environmental studies and submissions required for approvals of

- governmental authorities or others having jurisdiction over the Project.
- (e) Providing services relative to future facilities, systems and equipment.
- (f) Providing services to investigate existing conditions or facilities or to make measured drawings thereof.
- (g) Providing services to verify the accuracy of drawings or other information furnished by the COUNTY.
- (h) Providing detailed quantity surveys or inventories of material, equipment and labor.
- (i) Providing analyses of owning and operating costs.
- (j) Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- (k) Providing services after issuance to COUNTY of the Final Certificate for Payment, or in the absence of a Final Certificate for Payment, more than 60 days after the date of the completion of construction as shown on the initially approved construction schedule submitted by CM (adjusted for weather days) plus 60 additional days, for work the result of which is not from fault, action, or inaction on the part of ARCHITECT.

2.03 Construction Documents Phase

- ARCHITECT shall prepare from the approved Design Development Documents Working Drawings and Specifications setting forth in detail the requirements of the Project, including the necessary bidding information. COUNTY REPRESENTATIVE shall assist ARCHITECT in drafting Special Conditions of the Contract. ARCHITECT will compile a Project manual including the Conditions of the Contract, Bidding Documents and Specifications. The COUNTY form of Contract as developed between COUNTY, COUNTY REPRESENTATIVE and CM may, if applicable, be utilized. ARCHITECT shall submit a completed Handicapped Accessibility Statement of Intent (form BC-30057-8), one (1) copy of each of said documents, and any other documents required to the State Purchasing and General Services Commission, Elimination of Architectural Barriers Division Center Service Building, Room 204, 1711 San Jacinto, Austin, Texas 78701, or its successor, and shall apply for the approval of the State Purchasing and General Services Commission prior to submittal of Construction Documents to COUNTY for approval. COUNTY will be responsible for all fees required by reviewing agencies.
- (b) CM will be required to prepare a statement of probable construction cost based on the Construction Documents. Should CM'S statement of probable construction cost exceed Project budget, ARCHITECT shall work with CM and COUNTY REPRESENTATIVE and make changes to bring the Project into the budget, and CM in conjunction with ARCHITECT shall present COUNTY with the appropriate cost reduction options prior to completion of the construction document phase.
- (c) Should ARCHITECT be required to produce bidding alternates (additive or deductive) (other than those required by the Project scope) when CM's cost estimate is within the Project budget, ARCHITECT shall be compensated for the work involved in these alternates as additional services.
- (d) ARCHITECT shall submit, pursuant to Article 2.01(d)(17), Proposed Construction Documents to the COUNTY REPRESENTATIVE for review and official approval by the

Commissioners Court for the construction of the Project, and within the agreed Project Timeline, as detailed in Article 2.01(f). Following approval, ARCHITECT shall provide to COUNTY at said time, the following items:

- (1) Tracing of the Project Title Sheet, signed by ARCHITECT, with seal affixed. (This tracing shall be returned to COUNTY REPRESENTATIVE to print Contract Documents when the signatures of COUNTY officials have been properly affixed);
- (2) Three (3) unbound copies of approved specifications for use with subsequent binding of the signed construction contracts. Contract Documents shall be subject to the approval of the Fort Bend County Attorney's Office; and,
- (3) A complete set of reproducible drawings with seal affixed.
- (e) ARCHITECT will submit, not later than the end of each month, a statement, in triplicate, to COUNTY REPRESENTATIVE for payment of the percentage of work done during the previous month, during this phase of the Contract. Sixty Percent (60%) of the Basic Services Fee shall be authorized for this phase of the work.

2.04 Bidding Process

- (a) Each bid phase will be identified by DESIGN TEAM and all statutory bidding requirements regarding CM delivery method will be complied with by ARCHITECT.
- (b) ARCHITECT shall, subject to the approval of COUNTY and as part of Basic Services, prepare bidding documents for separate items as requested by COUNTY. Distribution will be paid for by CM.
- (c) ARCHITECT shall participate in pre-bid conferences, including on-site visits as required, to facilitate bidders' understanding of the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements conducted by COUNTY REPRESENTATIVE and CM for the benefit of all bidders, it being specifically understood that these conferences shall be a forum for the COUNTY, COUNTY REPRESENTATIVE, CM and ARCHITECT to present the Project parameters to the bidders, including information concerning scheduling requirements, time/cost control requirements, access requirements, administrative requirements and technical information regarding the Project.
- (d) Upon receipt of bids, ARCHITECT shall assist COUNTY, COUNTY REPRESENTATIVE and CM where necessary to evaluate the bids for completeness, responsiveness and price, including alternate prices and unit prices. In connection with such evaluation, ARCHITECT shall assess the impact of bid prices on Construction Cost and shall make appropriate budget recommendations to COUNTY based upon the bids received for the purpose of keeping the construction of the Project within COUNTY Project budget.
- (e) As stated previously, it shall be the responsibility of ARCHITECT to work with COUNTY REPRESENTATIVE and CM to ensure that the line item budgets are met through competitive bidding to the point that if exceeded, adjustments to the Agreement scope of work shall be made

until these budgets are met throughout the entire Project. Additionally, ARCHITECT shall provide coordination of construction performed by separate contractors or by COUNTY's own forces and coordination of services required in connection with construction performed and equipment supplied by COUNTY.

(f) ARCHITECT will submit, not later than the end of each month, a statement, in triplicate, to COUNTY REPRESENTATIVE for payment of the percentage of work done during the previous month, during this phase of the Contract. Eight Percent (8%) of the Basic Services Fee shall be authorized for this phase of the work.

2.05 Construction Phase - Administration of the Construction Contract(s)

- (a) The Construction Phase will commence with the award of the first construction contract or purchase order and will terminate sixty (60) days after acceptance by COUNTY of the Project as described herein. It is understood, however, that ARCHITECT shall continue to assist COUNTY in correction of defects in Project materials and workmanship, resolution by the Trade Contractors of defects in Project materials and workmanship, and resolution of Project-related claims and disputes, but in no case past one year after Final Completion of the Project. Acceptance of the Project by COUNTY shall be deemed to have occurred upon the occurrence of the following events: (i) the issuance by ARCHITECT of a certificate of substantial completion of the Project; and (ii) the issuance by the appropriate governmental authority of a certificate of occupancy for the Project; and (iii) the commencement of beneficial occupancy of the Project by COUNTY or persons or entities claiming under COUNTY.
- (b) When requested by COUNTY, ARCHITECT will render interpretations necessary for the proper execution or progress of the work with reasonable promptness as required by the demands of the Project.
- (c) ARCHITECT will keep COUNTY and COUNTY REPRESENTATIVE informed in writing, of the progress of the Project, on a monthly basis, during the Construction Phase; and after issuance of a work order to proceed with the work, all of COUNTY'S instructions to CM will be issued through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE. Instructions which modify the drawings and specifications shall be issued by ARCHITECT to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE.
- (d) ARCHITECT shall provide, during construction, on-site construction observation, visiting the site once each week, at a minimum, to generally familiarize itself with the progress and quality of the completed work, and to determine if the work is proceeding in such a way as when it is complete it will be in accordance with the Contract Documents. ARCHITECT shall not, however, be required to make continuous on-site inspections to check the work. Field Reports of each visit shall be prepared by ARCHITECT and submitted to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, by the 10th of each month. ARCHITECT shall submit a report which shall constitute a representation by ARCHITECT to COUNTY, based on observations at the site that to the best of ARCHITECT'S knowledge, information and belief, the quality of the completed work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial

completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in ARCHITECT'S report).

- (e) ARCHITECT shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard COUNTY against defects and deficiencies in the completed work (consistent with Paragraph (d) above) of CM and the Trade Contractors. ARCHITECT shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, ARCHITECT will promptly inform COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, whenever defects and deficiencies in the completed work are observed, or when any observed actions or omissions are undertaken by CM or the Trade Contractors which are not in the best interest of COUNTY and the Project.
- (f) ARCHITECT shall have authority through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, to reject work which does not conform to the Contract Documents, it being understood that no such action will be taken without the prior consultation with COUNTY for such work rejection. ARCHITECT shall make recommendations on all claims and disputes among COUNTY, CM and the Trade Contractors relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by ARCHITECT as may reasonably be required. In the event of litigation, where ARCHITECT is named as an additional party with COUNTY, such assistance will include the availability of knowledgeable witnesses in the employ of ARCHITECT for expert testimony.
- (g) ARCHITECT shall review shop drawing, samples and other submissions of the contractor for conformance with the design concept of the Project and with the information given in the Contract Documents.
- (h) ARCHITECT shall prepare Change Orders to the construction contract, and provide copies in accordance with Section 2.01(d)(17). Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Change Orders shall be submitted through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, for approval by COUNTY REPRESENTATIVE and Commissioners Court.
- (i) ARCHITECT shall assist COUNTY in conducting inspections to determine the date of Final Completion, shall receive written guarantees and related documents assembled by CM for submittal with the Final Certificate for Payment, and shall prepare and present a Final Certificate of Payment to COUNTY REPRESENTATIVE for COUNTY approval and payment. In addition, ARCHITECT shall make an inspection of the Project at least thirty (30) days before expiration of the one (1) year Warranty.
- (j) ARCHITECT shall attend regularly scheduled progress meetings as required by COUNTY at a site to be selected by COUNTY in Richmond, Texas, with CM and COUNTY

REPRESENTATIVE. Minutes of these meetings shall be prepared by CM with copies submitted to all attendees and COUNTY REPRESENTATIVE.

- (k) ARCHITECT shall have authority, through COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE, to recommend minor changes in the, design/construction documents consistent with the Contract Documents, and not involving an adjustment in the price or an extension of the Project Schedule. Such changes shall be accomplished by Change Directive. In addition, ARCHITECT may issue written clarifications to written requests for information which interpret the Plans and Specifications, with copies submitted to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE.
- (l) ARCHITECT shall prepare and deliver to COUNTY REPRESENTATIVE a set of reproducible and standard electronic format Record Construction Drawings and Record Construction Specifications showing significant changes in the work during the construction process and final location of mechanical and electrical service lines and outlets and of water, sewer, gas and storm drainage lines based upon marked-up prints of drawings and other data furnished by CM to ARCHITECT.
- (m) ARCHITECT will submit, not later than the end of each month, a statement, in triplicate, to COUNTY REPRESENTATIVE for payment of the percentage of work done during the previous month, during this phase of the Contract. Thirty-Two Percent (32%) of the Basic Services Fee shall be authorized for this phase of the work.

2.06 Certificates for Payment

- (a) ARCHITECT shall review and certify the amounts due CM and shall issue certificates in such amounts.
- (b) ARCHITECT'S certification for payment shall constitute a representation to COIJNTY, based on ARCHITECT'S evaluation of the Work as provided in Article 2.05(d) and on the data comprising the Contractor's Application for Payment, that the Project has progressed to the point indicated and that, to the best of ARCHITECT 'S knowledge, information and belief, the quality of the Project is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Project for conformance with the Contract Documents upon Final Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by ARCHITECT.
- (c) The issuance of a Certificate for Payment shall not be a representation that ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Project, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by COUNTY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose CM has used money previously paid on account of the Contract Sum.
- (d) ARCHITECT shall have authority to reject Work that does not conform to the Contract
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 PGAL

Documents. Whenever ARCHITECT considers it necessary or advisable, ARCHITECT shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of ARCHITECT to CM, subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

- (e) ARCHITECT shall review and approve or take other appropriate action upon the contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. ARCHITECT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of COUNTY, CM or separate contractors, while allowing sufficient time in ARCHITECT'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CM as required by the Contract Documents. ARCHITECT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by ARCHITECT, of any construction means, methods, techniques, sequences or procedures. ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- The normal period for the review by ARCHITECT of Shop Drawings, Product Data, Samples and other documents and information submitted by CM in connection with the Project shall not be longer than ten business days from the date of receipt at the offices of ARCHITECT, unless such period is extended by COUNTY and/or unless CM fails to make such submittals in a timely fashion in accordance with a reasonable submittal schedule to be developed by CM and approved by COUNTY REPRESENTATIVE, provided however that, whenever any such submittals are reasonably required by COUNTY and/or any representatives of COUNTY to be reviewed by ARCHITECT on an accelerated basis, the review period shall not be any longer than that reasonably required by ARCHITECT to perform such review and, in any event, shall not be longer than five business days and further provided however that, if the CM fails to make such submittals in a timely fashion as set forth hereinabove and such submittals are not reasonably required by COUNTY and/or any representatives of COUNTY to be reviewed by ARCHITECT on an accelerated basis, the review period shall not be any longer than that reasonably required by ARCHITECT to perform such review and, in any event shall not be more than ten business days. The normal period for the review by ARCHITECT of requests for clarification submitted by CM, COUNTY REPRESENTATIVE or COUNTY in connection with the Project shall not be longer than five business days unless such period is extended by COUNTY or COUNTY REPRESENTATIVE, provided however that, whenever any such requests are reasonably required by COUNTY and/or any representatives of COUNTY to be reviewed by ARCHITECT on an accelerated basis, the review period shall not be any longer than that reasonably required by ARCHITECT to perform such review and, in any event, shall not be longer than twenty-four hours. When any request for clarification submitted by or on behalf of CM, COUNTY REPRESENTATIVE or COUNTY requires that a change be made in the Drawings and/or the Specifications, the change to the Drawings and/or the Specifications shall be made by ARCHITECT within ten calendar days after the change in the work has been defined and the

notification by COUNTY to ARCHITECT to proceed with the making of such change.

- (g) If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of CM by the Contract Documents, ARCHITECT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to ARCHITECT. ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- (h) ARCHITECT shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by ARCHITECT as provided in Article 2.02 and 2.02.2, for COUNTY approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- ARCHITECT shall conduct inspections to determine the date or dates of Final Completion (i) and shall receive from CM and forward to COUNTY, for COUNTY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a Final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. ARCHITECT shall, in conjunction with COUNTY, make determinations as to whether all or significant portions of the construction of the Project are complete and shall notify CM of any observed incomplete or defective work incorporated into the Project. When incomplete or defective work has been remedied by CM, ARCHITECT shall advise COUNTY of the acceptability and completeness of all or significant portions of the Project and shall issue a Certificate of Final Completion pertaining to the construction of the Project. ARCHITECT shall, in conjunction with COUNTY and after the correction of all punch list items, make a final inspection of the Project and shall make a report to COUNTY which will indicate whether ARCHITECT finds the construction of the Project to be acceptable and in accordance with the Contract Documents and relevant Project data. ARCHITECT shall, in conjunction with CM, COUNTY REPRESENTATIVE and COUNTY, participate in the check-out and starting of all utilities and operating systems incorporated into the ARCHITECT shall assist CM by providing schematic electronic drawings and specifications for CM to provide appropriate operational charts relating to mechanical and electrical systems for posting in mechanical equipment rooms located in the Project. ARCHITECT shall provide evaluation services during the one-year period after Final Completion of construction of the Project for the purpose of assisting COUNTY in determining the cause of and potential solutions for any significant Project problems and finding a solution to such problems. ARCHITECT shall conduct at least one follow-up inspection of the Project within the year following the aforementioned one-year period to verify that all defective and/or non-conforming work incorporated into the construction of the Project has been properly corrected. ARCHITECT shall assist COUNTY REPRESENTATIVE and CM in their role to ensure that the Project Final Completion dates set forth on this Project have been accomplished within the time frames and schedules set.
- (j) ARCHITECT shall interpret and decide matters concerning performance of CM under, and requirements of, the Contract Documents on written request of either COUNTY

REPRESENTATIVE or CM. ARCHITECT's response to such requests shall be made in writing with in any time limits agreed upon or otherwise with reasonable promptness.

- (k) Interpretations and decisions of ARCHITECT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, ARCHITECT shall endeavor to secure faithful performance by both COUNTY and CM, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- (I) ARCHITECT shall render initial decisions on claims, disputes or other matters in question between COUNTY and CM as provided in the Contract Documents. However, ARCHITECT decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents unless COUNTY shall object to and/or overrule any such decisions.
- (m) ARCHITECT 'S decisions on claims, disputes or other matters in question between COUNTY and CM, except for those relating to aesthetic effect as provided in Article 2.06(l), shall be subject to mediation as provided in this Agreement and in the Contract Documents. All parties shall be responsible for their costs associated with any mediation, in addition to one-half (1/2) of the cost of any mediator.

ARTICLE III FIXED LIMIT OF TOTAL BUDGETED CONSTRUCTION COST, FURNITURE, FIXTURE AND EQUIPMENT AND INFORMATION TECHNOLOGY COSTS

- 3.01 The fixed limit of Construction Costs for this Project is FIFTY-FOUR MILLION (\$54,000,000); furniture, fixture and equipment of FOURMILLION, EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$4,850,000.00); underground tunnel to existing jail of TWO MILLION, SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000.00); and a new 260 car parking structure valued at FOUR MILLION DOLLARS (\$4,000,000.00), for a total cost of these budgeted items of SIXTY-FIVE MILLION, SIX HUNDRED THOUSAND DOLLARS (\$65,600,000.00). These amounts are established as conditions of this Agreement, and shall provide the basis for ARCHITECT'S design decisions. ARCHITECT, in consultation with COUNTY, COUNTY REPRESENTATIVE and CM, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and will make reasonable adjustments in the scope of the Project to bring it within the fixed limit, provided that no changes are made in the approved program. With COUNTY approval, ARCHITECT may also include in the Contract Documents alternate bids to adjust the construction cost to the fixed limit.
- 3.02 If the lowest responsible bid or bids is within the fixed limit of Construction Cost for the Project and CM's latest detailed estimate of Construction Cost is still less than the fixed limit of Construction Cost for the Project established as a condition of this Agreement, COUNTY shall pay ARCHITECT fees for Basic Services through the Construction Document Phase in accordance with this Agreement.
- 3.03 If the fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the COUNTY shall: (1) give written approval of an increase in such fixed limit; (2) authorize rebidding or renegotiating of the Project within a reasonable time; (3) terminate in

accordance with Article 7.01; or, (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

ARTICLE IV REIMBURSABLE EXPENSES

- 4.01 Reimbursable Expenses are in addition to the compensation for Basic Services and include expenditures made by ARCHITECT and ARCHITECT'S employees for the expenses listed in the following paragraphs:
 - (a) Expense of photographic reproduction techniques when used in connection with Additional Service, if any;
 - (b) Expense of renderings and models requested by the COUNTY.
 - (c) Reimbursable expenses of special consultants for Additional Services;
 - (d) Transportation outside of Fort Bend County in connection with the Project relating to visitation of other facilities, if approved in advance by COUNTY REPRESENTATIVE; and,
 - (e) Long distance communications in connection with Additional Services for the Project.
- 4.02 All of the above expenses must be approved in writing by COUNTY REPRESENTATIVE and a fund designated by COUNTY to pay those expenses established by the County Auditor. ARCHITECT shall comply with all requirements and policies of COUNTY regarding travel and travel reimbursement.
- 4.03 All Reimbursable Expenses shall be subject to a not-to-exceed amount of \$46,000.00.

ARTICLE V COMPENSATION AND PAYMENTS TO ARCHITECT

- 5.01 The fee amount for compensation for ARCHITECT'S Basic Services as described in Article II is based on the scope of the Project described in Article I. Completion of the Project and compensation for ARCHITECT'S Basic Services shall not exceed THREE MILLION, SIX HUNDRED FOUR THOUSAND DOLLARS (\$3,604,000.00), as fixed at the time of the COUNTY'S acceptance of ARCHITECT'S Agreement.
- 5.02 Payments for ARCHITECT'S Basic Services shall be made monthly in proportion to the degree of completion of each phase of the work. Payment shall be made on percentages of the Basic Fee as follows:

Construction Documents Phase	60%
Bid/Negotiating Phase	8%
Construction Phase	32%
TOTAL	100%

- 5.03 COUNTY shall retain ("Retainage") five percent (5%) from payments to ARCHITECT until sixty (60) days after acceptance of the Project by COUNTY as described herein. It is understood, however, that ARCHITECT shall continue to assist COUNTY in correction of defects in Project materials and workmanship, resolution by the Trade Contractors of defects in Project materials and workmanship, and resolution of Project-related claims and disputes, but in no case past one year after the final completions of the Project. Acceptance of the Project by COUNTY shall be deemed to have occurred upon the occurrence of the following events: (i) the issuance by ARCHITECT of a certificate of Final Completion of the Project; and (ii) the issuance by the appropriate governmental authority of a certificate of occupancy for the Project; and (iii) the commencement of beneficial occupancy of the Project by COUNTY or persons or entities claiming under COUNTY.
- 5.04 Payment for authorized reimbursable expenses, as defined in Article IV, for ARCHITECT, as hereinabove referred to, shall be made following presentation, review and approval of ARCHITECT'S detailed invoice in triplicate.
- 5.05 No deduction shall be made from ARCHITECT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to CM or Trade Contractors.
- 5.06 No addition shall be made to ARCHITECTS compensation based upon project construction claims, whether paid by COUNTY or denied.
- 5.07 If any work designed or specified by ARCHITECT during any phase is abandoned or suspended by COUNTY, in whole or in part, ARCHITECT is to be paid for the services performed prior to receipt of written notice from COUNTY through COUNTY REPRESENTATIVE of such abandonment or suspension.
- ARCHITECT'S invoices to COUNTY shall provide complete information and documentation to substantiate ARCHITECT'S charges, and shall be in a form to be specified by the Fort Bend County Auditor. All payments to ARCHITECT shall be made on the basis of the invoices submitted by ARCHITECT to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE. Such invoices shall conform to the schedule of service and costs set out above. All Reimbursable Expenses shall be clearly shown. Should additional backup material be requested by COUNTY REPRESENTATIVE, ARCHITECT shall comply promptly with such request. In this regard, should Commissioners Court or the County Auditor determine it necessary, ARCHITECT shall make all records and books relating to this Agreement available to COUNTY or COUNTY REPRESENTATIVE for inspection and auditing purposes.
- 5.09 COUNTY reserves the right to correct any error that may be discovered in any invoice that may have been paid to ARCHITECT and to adjust the same to meet the requirements of the Agreement.

Following approval of invoices, COUNTY will pay ARCHITECT within thirty (30) days after receipt by COUNTY of a conforming invoice; however, under no circumstances shall ARCHITECT be entitled to receive interest on amounts due.

ARTICLE VI ARCHITECT'S ACCOUNTING RECORDS

Records of ARCHITECTS direct personnel expenses, ARCHITECT and reimbursable expenses pertaining to the Project and records of accounts between COUNTY and ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to COUNTY or its authorized representative at mutually convenient times for a minimum of three (3) years after Final Certificate for Payment to Trade Contractor for the completed Project.

ARTICLE VII TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

- ARCHITECT that COUNTY may cancel or indefinitely suspend further work hereunder or terminate this Agreement upon seven (7) days written notice to ARCHITECT with the understanding that immediately upon receipt of said notice, all work and labor being performed under this Agreement shall cease. ARCHITECT shall invoice COUNTY for all services performed and shall be compensated in accordance with the terms of this Agreement for all service accomplished prior to the receipt of said notice. No amount shall be due for loss of anticipated profits. Reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Project shall become the property of COUNTY upon termination of this Agreement and payment therefore, and shall be promptly delivered to COUNTY in a reasonable organized form without restriction on future use. Should COUNTY subsequently contract with a new architect for continuation of services on the Project, ARCHITECT shall cooperate in providing information.
- 7.02 Nothing contained in Article 7.01 above shall require COUNTY to pay for any service under the terms of this Agreement which is not performed in accordance with this Agreement or which is not submitted in substantial compliance with the terms of this Agreement. COUNTY shall not be required to make any payments to ARCHITECT when ARCHITECT is in material default under this Agreement, nor shall this Article constitute a waiver of any right, at law and at equity, which COUNTY may have if ARCHITECT is in material default, including the right to bring legal action for damages or to enforce specific performance of this Agreement.
- 7.03 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of ARCHITECT, or if ARCHITECT'S service should be stopped for a period of thirty (30) days by COUNTY'S failure to make payment thereon, then ARCHITECT may, upon ten (10) days written notice to COUNTY and COUNTY REPRESENTATIVE, terminate this agreement and recover from COUNTY payment for all service rendered.

- ARCHITECT understands and agrees that time is of the essence and that any failure by ARCHITECT to complete the services for each phase of this Agreement within the agreed Project Performance Schedule, as detailed in Article 2.01(f), adjusted for approved time extensions, and due to the fault of ARCHITECT will constitute a material breach of this Agreement. ARCHITECT shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage results to COUNTY due to ARCHITECT'S failure to perform in these circumstances, COUNTY may withhold, to the extent of such damages, ARCHITECT'S payments hereunder without waiver of any of COUNTY'S additional legal rights or remedies.
- 7.05 Neither COUNTY nor ARCHITECT shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such impediments or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects. Any and all time lines and schedules shall be automatically extended for the period of time either party is prevented from performing any of its obligations, or by written agreement of the parties.

ARTICLE VIII OWNERSHIP OF DOCUMENTS

- 8.01 Provided ARCHITECT is paid pursuant to this Agreement, all ARCHITECT'S design and instruments of service under this Agreement, including, but not limited to, tracings, drawings, estimates, specifications, studies and other documents, completed or partially completed, shall be the property of the COUNTY, and ARCHITECT specifically waives and releases any proprietary rights or ownership claims therein. Notwithstanding the foregoing, ARCHITECT retains ownership of, and an irrevocable and non-exclusive license to reproduce and use certain architectural details included in the instruments of service called for in this Agreement, which are not specific to the design of the Project. ARCHITECT may retain a reproducible copy of all instruments of service; however, COUNTY reserves the right, so long as such instruments of service exist, to obtain copies, reproducible or otherwise, from ARCHITECT at COUNTY'S expense, but without any additional fee or charge by ARCHITECT.
- 8.02 ARCHITECT shall be liable to COUNTY for any loss or damage to any such documents while they are in the possession of, or while being worked upon, by ARCHITECT, or anyone connected with ARCHITECT, including agents, employees, consultants or subcontractors. All documents damaged shall be replaced or restored by ARCHITECT without cost to COUNTY.
- 8.03 The documents referenced in this Article are not intended or presented by ARCHITECT to be suitable for reuse by COUNTY or others on extensions of this Project or on other unrelated projects. Any adaptation or use by COUNTY of these documents on extension of this Project or other unrelated projects shall be COUNTY'S sole risk.
- 8.04 Upon completion of the construction of the Project, ARCHITECT shall, within thirty (30) calendar days following receipt from CM of updated record drawings, deliver to COUNTY the reproducible Record Drawings and Record Specifications in reproducible and in standard electronic format as previously described in Article 2.05(1) hereinabove.

ARTICLE IX <u>GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS:</u> <u>CONTRACT ADMINISTRATION</u>

- 9.01 COUNTY'S General Conditions are to be used by ARCHITECT with such adjustments as may be necessary for specific cases or instances, but COUNTY REPRESENTATIVE must be consulted and must approve of any such changes. Any special conditions pertaining to the Project will be included under the Special Conditions portion of the Construction Documents.
- 9.02 This Agreement shall be administered on behalf of COUNTY by COUNTY REPRESENTATIVE, and ARCHITECT shall comply with instructions from said COUNTY REPRESENTATIVE or as designated in writing by COUNTY REPRESENTATIVE.
- 9.03 ARCHITECT may not engage any consultant for any portion of the Work without prior written consent and approval by COUNTY. A request by ARCHITECT for COUNTY'S consent and approval shall be submitted in writing to COUNTY REPRESENTATIVE, or as designated in writing by COUNTY REPRESENTATIVE. If granted, such consent and approval shall not relieve ARCHITECT of any of its duties, obligations, liabilities or responsibilities under this agreement. COUNTY shall not be responsible for additional costs of consulting services incurred due to disapproval of a particular consultant.
- 9.04 ARCHITECT'S TEAM, as named above, may not change unless approved by COUNTY REPRESENTATIVE. COUNTY REPRESENTATIVE retains the right to request replacement of any person assigned by ARCHITECT to the Project. COUNTY'S decisions in this regard shall not be the basis for any claim for additional compensation by ARCHITECT. COUNTY shall not withhold approval for reasonable requests due to personnel voluntarily leaving ARCHITECT employment or termination.

ARTICLE X INSURANCE

- 10.01 During the period of this Agreement, ARCHITECT shall maintain, at its expense, insurance with limits no less than those prescribed below with a carrier having a rating with A.M. Best & Co of A-VII or better:
 - (a) General Liability (including Contractual Liability):

Bodily Injury and Property Damage

\$1,000,000.00

Aggregate

\$2,000,000.00

(b) Automobile Liability:

Bodily Injury and Property Damage

\$1,000,000.00

Limit per Occurrence

(c) Worker's Compensations Statutory +

\$1,000,000.00

Limit Employer's Liability

- 10.02 With respect to the required insurances listed in Articles 10.01(a), (b) and (c) and 10.03, ARCHITECT shall, if allowed by law and the insurance carrier:
 - (a) Name Fort Bend County as additional insured as their interests may appear, with the exception of worker's compensation insurance and professional liability insurance;
 - (b) Provide COUNTY a waiver of subrogation regarding Architect's worker's compensation insurance;
 - (c) Provide COUNTY with a thirty (30) day advance written notice of cancellation or material change to said insurance; and,
 - (d) Provide COUNTY with Certificates of Insurance evidencing required coverages upon acceptance of this Agreement by Commissioners Court.
- 10.03 During the period of this Agreement and for an additional two (2) year period after Final Completion of the Project, ARCHITECT shall maintain at its expense, ARCHITECT'S Errors and Omissions Insurance with limits not less than five million dollars (\$5,000,000.00), with a \$150,000.00 deductible. Further, ARCHITECT shall provide COUNTY with a quotation on the cost of Specific Project Excess (SPXS) coverage of said Project providing limits exclusive to the Project. In the event COUNTY elects to require ARCHITECT to secure such SPXS coverage for this Project, the cost of same shall be borne by the COUNTY.

ARTICLE XI RESPONSIBILITY FOR WORK AND INDEMNIFICATION

- 11.01 Approval by COUNTY shall not constitute, nor be deemed a release of the responsibility and liability of ARCHITECT, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and service; nor shall such approval be deemed to be an assumption of such responsibility by COUNTY for any defect, error or omission in the designs, working drawings, and specifications or other documents prepared by ARCHITECT, its employees, subcontractors, agents and consultants.
- 11.02 To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of ARCHITECT and ARCHITECT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to COUNTY and anyone claiming by, through or under the COUNTY, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ARCHITECT or the ARCHITECT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ARCHITECT under this Agreement.
- 11.03 ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, ON ACCOUNT OF DAMAGE TO

PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF ARCHITECT OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM ANY NEGLIGENCE ON THE PART OF ARCHITECT, ITS EMPLOYEES, AGENTS, CONSULTANTS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, OR ANY BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT.

ARTICLE XII ASSIGNMENT

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. ARCHITECT shall not assign, sublet or transfer any interest in this Agreement without prior written authorization of the Commissioners Court.

ARTICLE XIII AMENDMENTS

This Agreement, representing the entire agreement between the parties, may be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE XIV COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES, INC.

- 14.01 ARCHITECT, its consultants, agents, employees and subcontractors shall comply with applicable federal, state and local laws and ordinances where applicable, as amended. ARCHITECT will endeavor to obtain all permits and licenses required in the performance of the professional services contracted for herein and as further described in Article 2.03(a).
- 14.02 ARCHITECT will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. COUNTY is qualified for exemption pursuant to the provisions of Article 151.309 of the Texas Limited Sales, Excise and Use Tax Act.

ARTICLE XV NON-DISCRIMINATION

As a condition of this Agreement, ARCHITECT hereby covenants that it will take all reasonable action to determine that, in connection with any service under this Agreement, it and its consultants and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, ARCHITECT shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period, following project completion, of three (3) years, with full access allowed to authorized representatives of COUNTY upon request, for purposes of evaluating compliance with this and other provisions of the Agreement.

ARTICLE XVI ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES

- 16.01 This Agreement shall be enforceable in Fort Bend County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Fort Bend County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas and/or the United States District Court, Southern District of Texas, Houston Division.
- 16.02 This agreement incorporates ARCHITECT'S Scope of Services and Fee Proposal Dated May 27, 2008. This document is incorporated in order to provide COUNTY and ARCHITECT with a complete understanding of the Project, its requirements and the scope of ARCHITECT'S services. In the event, however, that conflict of interpretation arises between this agreement and the Scope of Services and Fee Proposal dated May 27, 2008, this Agreement shall govern, unless otherwise specifically agreed to between COUNTY and ARCHITECT in writing.
- 16.03 All notices to COUNTY by ARCHITECT shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to County: Fort Bend County Commissioners Court

301 Jackson, Suite 719 Richmond, Texas 77469

with copies to: Donald G. Brady, Director

Facilities Management and Planning

1402 Band Road, Suite 100

Rosenberg, Texas

and, Roy L. Cordes, Jr.

Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

If to Architect: Pierce Goodwin Alexander & Linville, Inc.

5555 San Felipe, Suite 1000 Houston, Texas 77056

ARTICLE XVII TERM

Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement and approved by Commissioners Court, the term of this Agreement shall be from the date executed by Owner until the final one (1) year warranty inspection and resolution of any outstanding Project-related claims or disputes.

ARTICLE XVIII FINANCIAL INTEREST PROHIBITED; CONFIDENTIALITY

- 18.01 ARCHITECT covenants and represents to its knowledge, information and belief that ARCHITECT, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.
- 18.02 ARCHITECT'S reports, evaluations, designs, drawings, data and all other documentation and service developed by ARCHITECT hereunder shall be kept confidential and shall not be disclosed to any third parties without an absolute need to know (such as Code Authorities) or without the prior written consent and approval of the Commissioners Court.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XIX EXECUTION

IN WITNESS WHEREOF, the parties have caused	this Agreement to be signed in duplicate with
its duly authorized representatives. This Agreement shall	
OWNER: FORT BEND COUNTY TEXAS	8/1108
Robert E. Hebert, County Judge	$\frac{g/L/o g}{Date}$
Attest: Dianne Wilson, County Clerk	
Diamie Wilson, County Clerk	
APPROVED AS TO LEGAL FORM:	Approved:
By: Kon h Could Park Roy/L. Cordes, Jr. Fort Bend County Attorney	By: Don Brady, Director Facilities Management & Planning
ARCHITECT: PIERCE GOODWIN ALEXANDER & LI	INVILLE (PGAL)
M =	7-30-18
David L. Andrews, Principal	Date
Attest:	IEI CA TE
AUDITOR'S CERT	
I hereby certify that funds are available in the amount obligation of the Fort Bend County under this contract.	unt of \$3,650,000 to accomplish and pay the Bend County Auditor
·	being County Addition
MER:Architect Agreement.PGAL.Judicial Complex.3729	

EXHIBIT A: Architect's Scope of Services and Fee Proposal dated May 27, 2008 EXHIBIT B: AIA Document B352

May 27, 2008

Mr. Don Brady Fort Bend County 1425 Band Road Rosenberg, Texas 77471 Voice: 281-633-7018

Email: tradydoni@co-fort-bend.tx.us

RE: Scope of Services and Fee Proposal

Fort Bend County Judicial Complex, Richmond, Texas

Dear Mr. Brady

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this scope of work and fee proposal for completing the design of the new County Courthouse in Richmond. Texas. PGAL has previously completed the design for the facility through the design development phase and we are now prepared to complete the project providing A/E services for construction documentation, bidding and construction administration.

PROJECT UNDERSTANDING

Fort Bond County, with the assistance of PGAL tras defined a viable solution to the County's judicial needs, based on the design development documents, completed earlier this year, and presented to Commissioners Court in February. The proposed solution identifies a master planned judicial complex solution that can be phased over time, as the judicial needs grow and funding becomes available. The proposed project was defined as a part of the 2007 Facility Master Plan Update, and then presented to both the Council of Judges and Commissioners Court. This effort will implement the project as voted on in the Bond Referendum in May 2008.

The design development documents identified a 225,000 GSF building with an estimated construction cost of \$54,000,000 to include all county court related functions, including courtrooms, judicial areas and support spaces, Jury Assembly, District Attorney, District and County Clerks, and support spaces for courtrooms. Also indicated in the design development documents was an underground tunnel connection to the existing jail facility with an estimated construction cost of \$2,750,000 and a new 260 car parking structure valued at \$4,000,000 as well as FF&E for the project valued at \$4,850,000.

SCOPE OF WORK

The previous effort provided a verification of the facility program in order to accurately reflect the needs of the judicial complex. Also completed previously was the design development level documentation of the proposed new courtnouse and tunnel as well as an indication of the new 260 car garage. In this phase of the work PGAL and the A/E team will complete the construction documents for bidding/pricing and provide construction administration services through the completion of the project. These consultants for the project will continue to provide structural

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Mr. Don Brady Fort Bend County May 27, 2008 Page 2 of 3

engineering, mechanical electrical and plumbing consultants, and civil engineering, acoustic and A/V consulting, security consulting, landscape design and cost estimating services.

COMPENSATION

PGAL in the previous agreement had agreed on the A/E fees for the \$54,000,000 new court building through completion of the project and the fees for this part of the project are established to move forward with the next phase of the project as a lump sum fee:

•	Program Validation	\$ 50,000	
•	Master Planning	S 20,000	
•	Schematic Design (15%)	\$ 620,000	
•	Design Development (20%)	\$ 830,000	
•	Phase 1, Subtotal Pre Bond	Election (35%)	\$1,520,000
•	Construction Documents	\$1,660.000	
•	Bid/Negotiating	\$ 208,000	
•	Construction Administration	\$ 830,000	
•	Phase 2, Subtotal - Post Bon	\$2,698,000	
•	Total (100%)		\$4,218,000

The A/E services associated with the new prisoner tunnel, the new parking garage and the A/E services to dosign specify and install the FF&E portion of the project was not included in the previous negotiation although the A/E team did include these items in the dosign development submittal. The compensation requested for this portion of the work is as outlined:

٠	Total		\$860,000
	FF&E	\$400 00 0	
	New Parking Garage	\$240,000	
•	Prisoner Lunnel	\$220.000	

Therefore with this letter PGAL is requesting our contract be amended to include the Phase 2 fees for the new court building and the fees associated with the tunnel, garage and FF&E design services for a total request of \$3,558,000 to complete the scope of work described here and included in the May Bond Referendum. The fees included herein were included in the overall program costs as described in the Bond referendum.

Reimbursable Expenses: PGAL would expect to be reimbursed for any out of pocket expenses we incur on behalf of this project to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, initiage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and were estimated not-to-exceed \$24,000 for Phase 1 and \$42,000 for Phase 2. We are requesting to increase this by another \$4,000 due to the increased scope for a total maximum reimbursable expense of \$70,000 to complete the project through construction.

Mr. Don Brady Fort Bend County May 27, 2008 Page 3 of 3

Additional Services: If services other than those described above are requested and approved by Fort Bend County, they will be billed in addition to the above compensation in accordance with PGAL's personnel rate schedule for 2007.

Torms: PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

PROJECT SCHEDULE

PGAL is prepared to deliver this project in accordance with your schedule requirements, including working with the soon to be appointed Construction Manager on how to complete the project by the third quarter of 2010.

Thank you again for the opportunity to once again serve Fort Bend County PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-j1444 should you have any questions or comments regarding this proposal

Sincerely,

David L Andrews, AIA

Principal

CC: Jeff Weiner, Paul Bonnette, Accounting. File PGAL



Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

Recommended as a Reference Document when an Architect's Project Representative is Employed

for the following PROJECT:

(Name and location or address): Fort Bend County Judicial Complex Ransom Road Richmond, Texas

THE OWNER:

(Name and address): Fort Bend County Fort Bend County Purchasing Department 4520 Reading Road, Suite A Rosenberg, Texas 77471

THE ARCHITECT:

(Name and address):
PGAL
5555 San Felipe, Suite 1000
Houston, Texas 77056
David Andrews, AIA, Principal

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

1. GENERAL

§ 1.1 The Architect's Project Representative shall be stationed at the site at intervals agreed upon by the parties to the Contract and shall be responsible for assisting the Architect in the administration of the Contract. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect Agreement shall not be modified by the furnishing of such Project Representative.

§ 1.2 Communications by the Architect's Project Representative relating to administration of the Contract shall, in general, be restricted to the Architect and Contractor. The Project Representative shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.

2. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

§ 2.1 Perform on site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents. Notity the Architect if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing

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User Notes:

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- § 2.2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.
- § 2.3 Receive and respond to requests from the Contractor for information and, when authorized by the Architect, provide interpretations of the Contract Documents.
- § 2.4 Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Architect. If they are accepted, prepare Architect's Supplemental Instructions, incorporating the Architect's Modifications to the Contract Documents.
- § 2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.
- § 2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures, test results and verify testing invoices to be paid by the Owner.
- § 2.7 Maintain records at the construction site in an orderly manner, including correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings. Product Data and similar submittals; supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Contractors. Subcontractors and principal material suppliers.
- § 2.8 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.
- § 2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples required at the site, notify the Architect when they are ready for examination, record the Architect's approval or other action and maintain custody of approved Samples.
- § 2.10 Review the Contractor's record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.
- § 2.11 Review Applications for Payment and forward to the Architect with recommendations for disposition.
- § 2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.
- § 2.13 Assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion.
- § 2.14 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Architect's Project Representative shall not exceed the authority of the Architect under the Owner-Architect Agreement.:

The Project Representative shall NOT:

- § 3.1 Authorize deviations from the Contract Documents.
- § 3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

lnit.

- § 3.3 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.
- § 3.4 Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.
- § 3.5 Expedite the Work for the Contractor.

Init.

- § 3.6 Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- § 3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.
- § 3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.
- § 3.9 Prepare or certify the preparation of a record copy of the Drawings. Specifications, Addenda, Change Orders and other Modifications.
- § 3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.
- § 3.11 Accept, distribute or transmit submittals made by the Contractor that are not required by the Contract Documents
- § 3.12 Order the Contractor to stop the Work or any portion thereof.

STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS: \$

AGREEMENT FOR PROFESSIONAL PROGRAMMING VALIDATION, PLANNING AND DESIGN SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter "County," and Pierce Goodwin Alexander & Linville (PGAL), hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional programming validation, planning and design of the proposed new Fort Bend County Judicial Complex in Richmond, Texas, hereinafter referred to as the "Project;" and;

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

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

Contractor agrees to perform professional programming validation, planning and design services in connection with the Project as stated herein and for having rendered such services, the County agrees to pay to the Contractor compensation as stated herein.

SECTION II CHARACTER AND EXTENT OF SERVICES

- 2.01 See Exhibit A, August 24, 2007 Proposal from Contractor, attached hereto and incorporated by reference as if set forth herein verbatim.
- 2.02 Contractor agrees to complete the services called for in this Agreement within one-hundred-and-fifteen (115) calendar days from the date of this Agreement.
- 2.03 Contractor agrees to provide the following services described in the Proposal attached as Exhibit A within the following timelines:

A.	Program Validation:	11/30/07
В.	Master Planning:	11/30/07
C.	Schematic Design:	12/31/07
D.	Design Development:	02/29/08

- 2.04 This Agreement does not address any services of Contractor described in Exhibit A as "Phase 2 Post Bond Election." Any services provided by Contractor for "Phase 2 Post Bond Election" shall be subject to further written agreements.
- 2.05 Contractor shall provide the services described in the Proposal attached as Exhibit A to the specifications as detailed in Exhibit B, attached hereto and incorporated by reference as if set forth herein verbatim.

SECTION III CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by the Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed \$1,520,000.00, plus \$24,000.00 in reimbursable expenses.
- 3.02 Contractor's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance, photography, permits, fees, special handling or delivery, mileage and travel (if necessary) shall be reimbursed at cost upon submission of properly submitted expense records to County. All reimbursable expenses shall not exceed \$24,000.00.
- 3.03 Contractor shall submit payment application to County and County shall pay each payment application within thirty (30) days after the County Representative's written approval provided however, that the approval or payment of any payment application shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such payment application or receipt or acceptance by the County of the services covered by such payment application.

SECTION IV TERM AND TERMINATION

- 4.01 This Agreement shall commence on the date the last party executes this agreement and shall terminate on May 31, 2008, or as agreed to in writing as an amendment to this contract, unless Contractor's services are concluded earlier in accordance with Section 2.02 above.
- 4.02 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.
- 4.03 Upon receipt of such notice, 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.
- 4.04 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.05 County shall then pay 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.
- 4.06 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V INSURANCE

5.01 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 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 materially 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.

5.02 Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect Professional Liability Insurance in the amount of \$2,000,000 per occurrence naming Contractor as the named insured. The policy shall contain a clause that the insurer will not cancel or materially 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 VI NOTICE

- 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 County or Contractor at the addresses set forth below.
- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
 - A. If to Contractor:

Pierce Goodwin Alexander & Linville, Inc. Jeffrey A. Weiner, AIA 5555 San Felipe, Suite 1000 Houston, Texas 77056

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

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

Facilities Management and Planning Department Don Brady, Director 1402 Band Road, Suite 100 Rosenberg, Texas 77471 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII LIMIT OF APPROPRIATION

- 7.01 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 \$1,520,000.00, plus reimbursable expenses not to exceed \$24,000.00, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 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 \$1,520,000.00, plus \$24,000.00 in reimbursable expenses.

SECTION VIII SUCCESSORS AND ASSIGNS

- 8.01 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.
- 8.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 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 IX PUBLIC CONTACT

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

SECTION X COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County and Harris 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 XI OWNERSHIP OF DOCUMENTS

11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and any consultants of Contractor (deliverables).

11.02 No reuse fees or royalty payments will be paid to Contractor in connection with future

reuse or adaptation of designs derived under this contract.

11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches 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.

11.04 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 reason without the prior express written permission of County.

11.05 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.

11.06 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 XII INDEMNIFICATION

12.01 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, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

12.02 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 CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XIII 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 XIV MISCELLANEOUS

- 14.01 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.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 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.
- 14.04 If there is a conflict between this Agreement and Exhibit "A," the provisions of this Agreement shall prevail.

EXECUTION PAGE TO FOLLOW

SECTION XV EXECUTION

Inis Agreement shall not become effective until	executed b	y all parties hereto.
FORT BEND COUNTY:		
By: Alles Alles Robert E. Hebert, County Judge	Date:	11-6-07
ATTEST:		
Dianne Wilson, County Clerk		
By: Don Brady, County Facilities Management & Planning Director	Date: _	11-5-7
CONTRACTOR: Pierce Goodwin Alexander & Soft Ey Weiner, AIA Principal	·	GAL)
MER:PGAL-Court Complex:3729(11012007)		
AUDITOR'S	CERTIFIC	ATE
I hereby certify that funds are available in to accomplish and pay the obligation of the Fort	Bend Cour	
Exhibit A: August 24, 2007 Proposal from Con Exhibit B: Architectural Services	tractor	

Mr. Donald G. Brady

Director, Facilities Management and Planning

Fort Bend County

1402 Band Road

Rosenberg, Texas 77471

Voice: 281,683-7018

Emails bradydon@co-fon-bend tx.us

RE:

Scope of Services and Fee Proposal

For Bend County Judicial Complex, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin/Alexander & Linville (PGAL) is pleased to present this scope of work and fee proposal for programming validation, planning and design of the proposed new Fort Bend County Judicial Complex in Richmond, Texas. PGAL is very experienced with this project type, and can add aignificant value to not only this initial phase of the work, but all phases of the work, as the Commissioners Court determines the "best" course of action to meet the growing justice and coult needs in Fort Bend County.

PROJECT UNDERSTANDING

Fort Bend County, with the assistance of PGAL, has outlined a viable solution to the County's justice and courts needs, based on the findings within Ricci Greene Study, completed in 2006, and presented to Commissioners Court in a Workshop last month. The proposed solution identifies a master planned judicial complex solution that can be phased over time, as the judicial needs grow and funding becomes available. The proposed project was defined as a part of the 2007 Facility Master Plan Update, and then presented to both the County's Council of Judges and Commissioners Court. This effort will precede and be the basis of an anticipated Bond Referendum in May 2008.

The master plan update identified a 215,000 GSF building with an estimated construction cost of \$54,000,000, including all building costs, site work, escalation and owner / design / construction contingencies. The project program is to include all county court related functions, including Courtrooms, Judicial areas and support spaces, Jury Assembly, District Attorney, District and County Clerks, and support spaces for up to 24 courtrooms thru the 2016 planning horizon.

SCOPE OF WORK

In order to accurately reflect the needs of the judicial complex, detailed Program Malidation must be conducted with the County and the County's judiciary. This effort will be critical to building consensus at those levels and ultimately provide the necessary support for the project. From there, Master Planning of the complex, in collaboration with the other projects proposed on the Golfview 40-acre site, will determine building footprint, parking, site work and future expansion

5555 San Felipe Suite 1000 Houston, IX //056 [P] /13 622 1444 [F] 713 968 9338

Mr. Donald G. Brady Fort Bend County August 24, 2007 Page 2 of 3

approval of these initial efforts, PGAL will move forward with the Schematic Design (SD) Phase, which can be accomplished in approximately 75 days, and will provide a more detailed outline of the project, including schematic site planning, floor plans and concept renderings of the complex extender, descriptions of all building systems, and a detailed order of magnitude cost estimate. With the approval of the SD, PGAL will initiate the Design Development (DD) Phase of the project to clearly define the project's components and systems, along with a detailed cost estimate that can be used as the basis for the Bond Referendum. In both the SD and DD phases, PGAL will include project the required consultants and engineers needed to accurately define the project. These consultants will include civil, structural, mechanical, electrical, plumbing and fire projection engineering, acoustical, audio-visual and, security consulting, landscape design and cost estimating services. Final documentation services and subsequent phases will only be initiated following the passage of the May 2008 Bond Election.

COMPENSATION,

Total (100%)

The basis for compensation is the assumed construction costs of \$54M, a percentage of construction costs for full design services of approximately 8.0%, and a designated percentage level of completion for each project phase.

PGAL proposes to deliver the Scope of Work as described above for a lump sum fee, plus reimbursable expenses, as outlined:

Program Validation
Master Planning
Schematic Design (15%)
Design Development (20%)
\$ 50,000
\$ 620,000
\$ 830,000

Phase 1, Subtotal – Pre Bond Election (35%). \$1,520,000

Construction Documents (40%)
 Bid / Negotiating (5%)
 \$1,660,000
 \$208,000

not-to-exceed \$24,000 for Phase 1 and \$42,000 for Phase 2.

Construction Administration (20%) \$ -830,000

Phase 2, Subtotal – Post Bond Election (65%) \$2,698,000

Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and are estimated

\$4,218,000

Additional Services: If services other than those described above are regressed and approved by Fort Bend County, they will be billed in addition to the above corporation in accordance with PGAL's personnel rate schedule for 2007.

Mr. Donald G. Brady Fort Bend County August 24, 2007 Page 3 of 3

Terms: PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

PROJECT SCHEDULE

PGAL is prepared to deliver this project in accordance with your schedule requirements, including preparation for the proposed upcoming Bond Referendum next year, and can complete the scope of work as described above as per the attached project schedule.

Thank you again for the osportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 281-850-0955 or David Andrews at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,

Jeffrey A. Weiner, AIA Principal

CC: David Andrews, Cheryl Gajeské, Fred Doane, Diana Stacey, Accounting, File - PGAL

EXHIBIT B ARCHITECTURAL SERVICES

Article 1: Basic Services

1.01 Contractor's "Basic Services" consist generally of the phases described below and include the architectural programming, planning and design services, along with structural, heating/ventilation/air-conditioning, plumbing/fire protection, electrical and civil engineering, landscape architecture, and security, signage/graphics, interior design, furniture/fixtures/equipment specialty consulting services, for the Project within the limits County has budgeted as provided herein and in accordance with the standard of eare required of architects on similar projects. This shall include, but not be limited to, Contractor's complete the services promised and agreed to in this Agreement. County shall furnish a site survey showing property lines, topography, existing improvements, utilities and other available information that may be needed for complete site design, a geotechnical investigations report, based on Contractor supplied boring information, and a Phase 1 Environmental Assessment of the property.

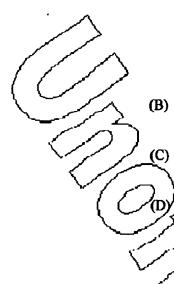
1.02 Contractor shall use its best efforts and endeavor to perform all its professional services agreed hereunder in a namer satisfactory and acceptable to County, in keeping with the professional standard of care provided by architects in similar projects. Contractor's documentation for the Project shall be suitable for their intended use and shall include sufficient information necessary to tie all Project water, sewer, gas and storm drainage lines into adjacent existing lines and facilities, so as to be in compliance with standards by the City of Richmond. The connections for electricity, data and phone utilities are located on a street directly adjacent to the site, design and costs of enlarging, or underground routing of, these utilities to suit the requirements of this facility shall be included as a part of this Project.

1.03 Contractor's deliverables for the Project shall meet applicable federal, state, and local codes in effect at the time of documentation.

1.04 Contractor, as part of Basic Services, shall perform all of the architectural and engineering services required for the proper programming planning and design of the Project. The term "Basic Services" as used herein shall mean and include, but not be limited to, the following services:

(A) The conceptual design of all site, site development, foundation, structural roof, exterior wall, exterior finish, interior wall, interior finish, saritary.

Agreement for Professional Programming Validation, Planning and Design Services Pierce Goodwin Alexander & Linville (PGAL) Exhibit B: Page 1 of 5



electrical, plumbing, heating, ventilating, air conditioning, fire protection, signage, graphics, security, landscaping, utilities, drainage and other work necessary to adequately scope and budget the Project, and gain necessary preliminary approvals from the City of Richmond.

The design of all systems, through Design Development, including without limitation the electrical, plumbing, heating, ventilating, air conditioning, fire protection, and security.

The determination of the availability and capacity requirements of the Project to water, telephone, gas, electricity, data, wastewater and other required utilities.

The advising of County with respect to the use of materials and equipment to be incorporated into the Project, with respect to the obtaining of cost savings through the use of alternate materials and equipment for the Project and with respect to the evaluation of electrical, plumbing, heating, ventilating, air conditioning, and fire protection, security and other systems to be incorporated into the Project.

The preparation of all drawings, specifications and other documents necessary for the completion of referenced Schematic Design and Design Development Phases of the Project and of all schedules and other documents necessary in connection with the phasing of the construction of the Project.

(F) The advising of County with respect to the classifications of construction work included in each aspect of the Project and with respect to the trades required for the construction of each aspect of the Project.

(G) The providing to County of estimates of the probable construction cost of various portions of the Project, in detail sufficient to permit County to evaluate the construction cost estimates of various portions of the Project.

(H) The participation in meetings with County in order to advise in the coordination of the design of the Project.

(I) The making of such investigations of existing conditions as may be necessary in order to enable Contractor to perform the Basic Services required hereunder to be performed by Contractor.

(J) The preparation of a set of reproducible drawings and specifications showing the extent of the Project's Schematic Design and Design Development Phases.

(K) All submittals shall be in both hard copy and electronic format compatible with County's systems. For each submittal, Contractor shall provide four (4) copies of drawings and specifications, and other documents which illustrate the scale and relationship of the Project components. All plans and drawings shall be prepared and submitted by Contractor to County for approval on a minimum 24-inch by 36-inch sheet, with all lettering clearly legible when the sheets are reproduced and reduced to half size.

1.05 Contractor shall perform, as part of Basic Services, any and all architectural and/or engineering services reasonably required in order to accomplish fully the

Agreement for Professional Programming Validation, Planning and Design Services,
Pierce Goodwin Alexander & Linville (PGAL)
Exhibit B: Page 2 of 5

tasks required to be performed hereunder by Contractor as part of Basic Services. The entire compensation of the Contractor for the performance hereunder of Basic Services, including any and all compensation in respect to costs or expenses incurred by Contractor in the performance hereunder of Basic Services, shall be the Basic Compensation set forth in the Agreement for Professional Services attached hereto to this Exhibit. Contractor acknowledges that, in order to obtain the approval of County Commissioners Court in respect to various matters pertaining to the design of the Project, Contractor may be required to make multiple presentations to various boards, agencies and public groups and Contractor agrees that the making of any and all such presentations is part of Basic Services.

1.06 Contractor's Basic Services shall be in accordance with the Project Timeline, as summarized below, except as adjusted for approved extensions. Contractor shall not be penalized for delays in this schedule beyond their control or delays occasioned by action or inaction by County.

Planning, Program Validation and Schematic Design Phase 1/6/2007 to 012/31/2007

Design Development Phase _01/01/2008 to 02/29/2008

Article 2: Schematic Design Phase

- 2.01 Contractor shall consult with county Representative to clarify the list of priorities for the Project.
- 2.02 Contractor shall provide a preliminary evaluation of County program, schedule and construction budget requirements by the end of Schematic Design Phase.
- 2.03 Contractor shall prepare, for consideration of and approval by County, the Schematic Design Studies ("Studies"), and submit the drawings and/or other documents which illustrate the scale and relationship of the Project components within the time allotted under Article 1.06, adjusted for approved time extensions and the Studies shall consist of at least the following:
 - (A) Site and floor plans for each level;
 - (B) Elevations for all structures with two or more sections for each scructure utline specifications;
 - (D) Statistical summary of design areas comparing the program; and
 - (E) Drawings necessary to adequately present the concept.
 - (F) All submittals shall be in electronic format, pursuant to Article 1.04.
- 2.04 Schematic design shall include the normal and customary disciplines for the standard of care of designing a building of this size including, architectural

Agreement for Professional Programming Validation, Planning and Design Servides.

Pierce Goodwin Alexander & Linville (PGAL)

Exhibit B: Page 3 of 5

design, structural design, mechanical design, electrical design, civil design, landscapes design, and interior design. Materials research and specifications shall also be included in this phase of the Project.

Contractor shall provide County with a schematic design statement of probable construction cost. Should Contractor's statement of probable construction cost exceed the Project budget, Contractor shall work with County Representative and make changes to bring the Project into the budget, and Contractor shall present County Representative with appropriate cost reduction options at completion of the schematic design phase for action by Commissioners Court. In any event Contractor will make a presentation to Commissioners Court regarding this phase of the Project.

2.06 Contractor with make recommendations to County where a conflict may exist between the established Project budget and the Schematic Design cost estimate. Said recommendations will provide for adjustments to enable construction of the facility within the budget and during the Project Timeline period shown in Article 1.06.

2.07 Contractor will subtain a payment application, in triplicate, to County for payment of the percentage of work done during the previous month, during this phase of the Contract. Thirty-Five-Rercent (35%) of the Basic Services Fee shall be authorized for this phase of the work.

Article 3: Design Development Plrase

- 3.01 Contractor shall prepare Design Development Documents based on the approved Schematic Design Documents to include adequate specifications for elements of the Project for consideration and approval by County. Design Development Documents shall fix and describe the size, cross sections and character of the Project as to architectural, structural, vertical transportation, mechanical, life safety, electrical and other systems, materials, and such other essentials as may be necessary and appropriate resulting in fully developed floor plans, exterior elevations, interior elevations, reflected ceiling plans, wall and building sections, key details and basic building systems. The Design Development Phase shall be completed as within the time allotted under Article 106.
- 3.02 Contractor shall submit, pursuant to Article 1.04(J) the proposed Design Development Documents to County Representative for review and official approval by County Commissioners Court.
- 3.03 Contractor shall submit outline specifications for all major elements of construction including, but not limited to: architectural structural, mechanical, civil design, landscape, interior, electrical, signage/graphics, security, FFE (furniture/fixtures/equipment) and vertical transportation. Materials research and

Agreement for Professional Programming Validation, Planning and Design Servides.

Pierce Goodwin Alexander & Linville (PGAL)

Exhibit B: Page 4 of 5

specifications shall continue with the production during this phase of a design manual, including design criteria and outline specifications and materials lists.

Contractor shall submit each month a payment application, in triplicate, to the County for payment of the percentage of work done during this phase of the Contract. Sixty-Five Percent (65%) of the Basic Service Fee shall be authorized for this phase of the work.

Agreement for Professional Programming Validation, Planning and Design Services
Pierce Goodwin Alexander & Linville (PGAL)
Exhibit B: Page 5 of 5

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