

STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES**  
**LIBRARY ADMINISTRATION BUILDING**  
**SOQ 12-039**

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 BAILEY ARCHITECTS, with offices located at 55 Waugh Drive, Suite 450, Houston, TX 77007 (hereinafter referred to as "Architect,") authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County seeks a professional architect for the design of a library administration building to be constructed on the existing George Memorial Library site in Richmond, Texas, hereinafter referred to as the "Project;" and

WHEREAS, Architect has agreed to provide such professional services described in Exhibit "A" – Architect's response to SOQ 12-039, Exhibit "B" - Architect's Fee Proposal for Architectural Services dated May 29, 2012, Exhibit "C" – Architect's Project Schedule, and Exhibit "D"- County's SOQ 12-039; and

WHEREAS, Architect represents and warrants that it is qualified and desires to perform such services; and

WHEREAS, Architect represents that it is qualified and desires to perform such services pursuant to SOQ 12-039.

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

SECTION I  
SCOPE OF AGREEMENT

- 1.01 Architect agrees to perform professional architectural and engineering services in connection with the Project as stated herein and for having rendered such services, the County agrees to pay to Architect compensation as stated herein.
- 1.02 Architect agrees to perform professional architectural and engineering services in connection with the Project as stated herein and more particularly described in Exhibit "A," Architect's Response to SOQ 12-039 dated March 8, 2012, Exhibit "B" Architect's Fee Proposal for Architectural Services dated May 29, 20130, Exhibit "C," Architect's Project Schedule, and Exhibit "D," County's SOQ 12-039, attached hereto and incorporated herein as if set forth verbatim for all purposes.

SECTION II  
CHARACTER AND EXTENT OF SERVICES

- 2.01 Architect shall render the following “Basic Services” in connection with the work of the Project. The Schematic Design Phase shall consist of the following:
- A. Architect shall provide a preliminary evaluation of County’s program.
  - B. Architect shall attend preliminary conferences with County regarding the Project, including preparation and distribution of meeting notes to all concerned parties.
  - C. Architect shall visit the Project site to assess the impact of utility availability to the site.
  - D. Architect shall provide appropriate recommendations for the design of proper drainage and any permanent erosion control in Project impacted areas.
  - E. Architect shall field verify existing conditions, improvements and utilities for continuity or coordination with the Project.
  - F. Architect shall identify all design requirements for approval from all governmental/utility agencies and departments have jurisdiction over the Project.
  - G. Architect shall, based on the agreed upon Project program, prepare Project schedules and construction budgets, and review with County any alternative approaches to design of the Project.
  - H. Architect shall prepare for approval by County five (5) copies of Schematic Design Documents, to include but not be limited to the following:
    - 1. Site Plan
    - 2. Floor plan at 1/8” = 1’0” scale
    - 3. All elevations at 1/8” = 1’0” scale
    - 4. Two or more building sections at 1/8” = 1’0” scale
    - 5. Outline specifications
    - 6. Structural Design/Documentation
    - 7. Mechanical Design/Documentation
    - 8. Electrical Design/Documentation
    - 9. IT/AV and Telecom Design Documentation
    - 10. Civil Design/Documentation
    - 11. Landscape Design/Documentation
    - 12. Interior Design/Documentation, including millwork
    - 13. Presentation
    - 14. Prepare a preliminary estimate of probable construction costs for the Project.
  - I. Obtain approval of the Schematic Design from County.
  - J. Architect shall employ sufficient qualified personnel and consultants to fully and timely accomplish the services promised and agreed to in this Agreement.
  - K. Architect shall use its best efforts perform all its professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best and highest professional standard of care provided by architects on similar projects and comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder. 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 applicable Project water, sewer, gas and storm drainage lines into adjacent existing lines and facilities.
  - L. 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 of

the Project required to be performed hereunder by Architect. The entire compensation of 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 compensation set forth in Section III and any reimbursable expenses payable to Architect in respect to the performance hereunder of Basic Services. Architect acknowledges that, in order to obtain the approval of County Commissioners Court in respect to various matters pertaining to the design and construction of the Project, Architect may have to make multiple presentations to various boards, agencies and public groups and Architect agrees that the making of any and all such presentations is part of Basic Services.

M. Architect will submit, not later than the end of each month, a statement, in triplicate, to County Facilities Management & Planning Director for payment of the percentage of work done during the previous month, during this phase of the Contract.

2.02 Design Development Phase shall consist of the following:

- A. Architect 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 the 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 within the agreed Project Schedule, which will be developed within 30 days of the execution of this Contract.
- B. Architect shall submit the proposed Design Development Documents to County for review and official approval by Commissioners Court.
- C. Architect shall submit outline specifications for all major elements of construction including, but not limited to: architectural, structural, mechanical, plumbing, civil design, landscape, interior, electrical, signage/graphics, I.T., security, and audio-visual equipment fixed furniture and fixtures as they relate to historical context, and vertical transportation. Materials research and specifications shall continue with the production during this phase of a design manual, including design criteria and outline specifications and materials lists.
- D. The Architect shall obtain a third party estimate of construction cost based on the Design Development Documents. Should such estimate of construction cost exceed Project budget, Architect shall work with County and make changes to bring the Project into the budget, and Architect shall present County with the appropriate cost reduction options prior to completion of the Design Development Phase.
- E. Architect will submit, not later than the end of each month, a statement, in triplicate, to County Facilities Management & Planning Director for payment of the percentage of work done during the previous month, during this phase of the Contract.

- 2.03 The Construction Documents Phase: Based on the approval of Design Development Documents authorized by County, the Architect shall prepare, for approval by County, Construction Document, which shall consist of the following:
- A. Project Manual.
  - B. The information necessary to satisfy the applicable Building Code and all authorities having jurisdiction over the Project.
  - C. Architect shall advise County of any adjustments to previous statements of probable construction costs, including Tap and Impact Fees needed for the Project.
  - D. Architect shall furnish County, for review and approval, three (3) 75% complete sets of blueline prints of the drawings, and three (3) copies of specifications and final updated statements of probable construction costs for the Project.
  - E. After incorporating County's 75% review comments, Architect shall furnish County, for review and approval, five (5) 100% complete sets of prints of the drawings, and five (5) copies of the specifications and updated statements of probable construction costs for the Project.
  - F. After incorporating County's comments, Architect shall furnish and deliver to County three (3) 100% complete sets of prints of the drawings and one (1) electronic copy of approved for construction drawings in AutoCAD Release 2000 on a CD and two (2) original sets of specifications, for the construction, maintenance, and use of the Project.
  - G. Architect will submit, not later than the end of each month, a statement, in triplicate, to County Facilities Management & Planning Director for payment of the percentage of work done during the previous month, during this phase of the Agreement.
- 2.04 The Bidding and Contract Phase shall consist of the following:
- A. Each bid phase will be identified by Architect and County and all statutory bidding requirements regarding contractor 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.
  - 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 for the benefit of all bidders, it being specifically understood that these conferences shall be a forum for the County, contractor 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. Upon receipt of bids, Architect shall assist County and contractor 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.
  - D. It shall be the responsibility of Architect to work with County and contractor to ensure that the line item budgets are met through competitive bidding to the point that if exceeded, adjustments to the contract 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.

- E. It shall be the responsibility of the Architect to work with the County and contractor to prepare a final Project Schedule within 30 days of the date of the contract. (Compliance with which will be a contract requirement).
- 2.05 The Construction Phase: After the receipt of bids, Architect shall render the following services in connection with the Project for which a construction contract is awarded:
- A. Architect shall attend and assist County in Pre-Construction Conferences.
  - B. Architect shall make periodic visits to the site.
  - C. Architect shall consult with and advise County during construction.
  - D. Architect shall review shop, laboratory, and mill test or material and equipment and promptly report to County any deficiencies noted.
  - E. Architect shall review submittals and shop drawings.
  - F. Architect shall review monthly and final estimates.
  - G. Architect shall prepare meeting notes and distribute copies to all attendees at all meetings related to the Project.
  - H. Architect shall assist County in monitoring and interpreting performance tests required by specifications; performance tests required by specifications; and the initial startup operation of the Project.
  - I. Architect shall conduct inspections to determine conformance with the Project Schedule and the date or dates of Substantial Completion and the date of Final Completion; receive 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 issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
  - J. Upon completion of construction, Architect shall provide County with two (2) original, one (1) reproducible and one (1) electronic (AutoCAD Release 2000) copy of record drawings showing the building after all of the construction changes have been made ("as built") based upon information concerning field changes maintained and approved by the contractor.
  - K. 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, by the 10<sup>th</sup> 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).
  - L. 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 of contractor 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 whenever

defects and deficiencies in the completed work are observed, or when any observed actions or omissions are undertaken by the contractor or the trade contractors which are not in the best interest of County and the Project.

- M. Architect shall keep County 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 contractor will be issued through a County Representative. Instructions which modify the drawings and specifications shall be issued by Architect to County Representative.
  - N. Architect shall have authority through 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 and contractor 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.
- 2.06 Architect's Basic Services shall be in accordance with the Exhibit "C" – Architect's Project Schedule, except as adjusted for approved extensions, if any. Architect shall not be penalized for delays in this schedule beyond its control or delays occasioned by action or inaction by Commissioners Court.

### SECTION III THE ARCHITECT'S COMPENSATION

- 3.01 For and in consideration of the services rendered by Architect, and subject to the limit of appropriation under Section VII, the County shall pay to Architect an amount not to exceed \$220,200.00 as stated in Exhibit "B" - Architect's Fee Proposal for Architectural Services dated May 29, 2012.
- 3.02 Architect'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 \$15,000.00 as stated in Exhibit "B" - Architect's Fee Proposal for Architectural Services dated May 29, 2012, 2010.
- 3.03 Architect's fees shall be calculated at hourly rates not to exceed as follows for any additional services:

Principal	\$165 per hour
Project Architect, Designer, Engineer	\$157 per hour
CADD Operator	\$100 per hour
Clerical	\$65 per hour
- 3.04 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 reimbursable expenses shall be clearly identified. Should additional backup material be requested by County, 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 for inspection and auditing purposes.

- 3.05 Architect shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Facilities Management & Planning Director's written approval, provided, however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Architect to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice. Under no circumstances shall Architect be entitled to receive interest on amounts due.
- 3.06 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.

#### SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by thirty (30) days written notice to the Architect.
- 4.02 Upon receipt of such notice, the Architect 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.
- 4.03 Within sixty (60) days after receipt of notice of termination, the Architect shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay the Architect 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.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.
- 4.06 Architect may terminate this Agreement at any time by providing thirty (30) days written notice to County, 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 design and construction documents related to the Project shall become the property of County upon termination of this Agreement, and shall be promptly delivered to County in a reasonable organized form without restriction on future use.
- 4.07 Nothing contained in this Section 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 Section 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.
- 4.08 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 in accordance with Section 3.05, then Architect may, upon ten (10) days written notice to County, terminate this agreement and recover from County payment for all service rendered.

- 4.09 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 Schedule, 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.
- 4.10 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.

#### SECTION V INSURANCE

- 5.01 Architect shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Architect, name of insurance company, policy number, and term of coverage and limits of coverage. Architect shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Architect shall obtain such insurance from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 per each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence
\$1,000,000	aggregate Products, combined single limit

\$1,000,000 aggregate Personal Injury/Advertising Liability  
\$ 100,000 Fire Legal Liability

- C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - D. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
  - E. If coverage required is written on a claims-made basis, Architect warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under this contract is substantially complete, as defined a receipt of a certificate of occupancy from the City of Richmond.
- 5.02 County shall be named as additional insureds to all coverages required above, except for Section 5.01(A) and (D) above. All policies written on behalf of Architect shall contain a waiver of subrogation in favor of County.

#### SECTION VI NOTICE

- 6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Architect 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 the Architect:

Bailey Architects, Inc.  
Attn: Ray Bailey, FAIA, President  
55 Waugh Drive, Suite 450  
Houston, Texas 77007

B. If to Fort Bend County notice must be sent to both the County and County Facilities and Management Planning Department Director:

Fort Bend County  
Attention: County Judge  
301 Jackson  
Richmond, Texas 77469

Facilities Management and Planning Department  
Don Brady, Director  
301 Jackson  
Richmond, Texas 77469

- 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, Architect has been advised by County, and Architect clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total sum not-to-exceed \$220,200.00, including an amount not to exceed \$15,000.00 for reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities, which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Architect and consultants, and any and all costs for any and all things or purposes under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.
- 7.02 Architect does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Architect may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Architect hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$220,200.00, including an amount not to exceed \$15,000.00 allocated for all reimbursable expenses, if any.

#### SECTION VIII COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES, INC.

- 8.01 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.
- 8.02 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.

#### SECTION IX SUCCESSORS AND ASSIGNS

- 9.01 County and the Architect 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.
- 9.02 Neither the County nor the Architect shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

- 9.03 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 X  
PUBLIC CONTACT

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

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 Architect and his consultants (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to the Architect 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 Architect 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 other client without the prior express written permission of the County.
- 11.05 The documents referenced in this Section are not intended or presented by the Architect to be suitable for reuse by the County or others on extensions of this Project or on other unrelated projects.
- 11.06 Any adaptation or use by the County of such documents on extension of this Project or other unrelated projects shall be at the County's sole risk.

SECTION XII  
INDEMNIFICATION

- 12.01 **ARCHITECT SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE ARCHITECT, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE ARCHITECT OR ANY OF ARCHITECT'S AGENTS, SERVANTS OR EMPLOYEES.**
- 12.02 **ARCHITECT SHALL ALSO SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES**

**THAT MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE ARCHITECT, 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  
FINANCIAL INTEREST PROHIBITED; CONFIDENTIALITY

- 14.01 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.
- 14.02 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.

SECTION XV  
AUTHORITY OF COUNTY FACILITIES MANAGEMENT & PLANNING DIRECTOR

- 15.01 The County Facilities Management & Planning Director shall decide and determine any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement by Architect. His decision shall be final.
- 15.02 It is mutually agreed by both parties that the County Facilities Management & Planning Director shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Facilities Management & Planning Director in such shall be final and binding alike on both parties hereto.
- 15.03 Nothing contained in this Section shall be construed to authorize the County Facilities Management & Planning Director to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XVI  
MISCELLANEOUS

- 16.01 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.
- 16.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

- 16.03 Architect 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; Architect and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 16.04 If there is a conflict between this Agreement and any Exhibits, the provisions of this Agreement shall prevail.

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SECTION XVII  
EXECUTION

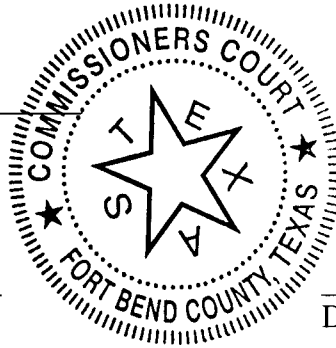
This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

*Robert E. Hebert*  
Robert E. Hebert, County Judge

June 5, 2012  
Date

Attest: *Dianne Wilson*  
Dianne Wilson, County Clerk



Approved: \_\_\_\_\_  
By: *Don Brady*  
Don Brady, Director  
Fort Bend County Facilities  
Management & Planning Department

6/1/12  
Date

ARCHITECT: BAILEY ARCHITECTS  
*Mary Bailey*  
Signature  
Printed Name: RAY BAILEY  
Title: PRESIDENT  
I: Mary/Bailey Architects/GML Admin

05.31.12  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$220,200.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert E. Sturdivant*  
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Architect's Response to SOQ 12-039
- Exhibit B: Architect's Fee Proposal dated May 29, 2012
- Exhibit C: Architect's Project Schedule
- Exhibit D: County's SOQ 12-039

Exhibit "A"

B A I L E Y



October 11, 2017

**Library Administration Building  
for Fort Bend County**

Richmond, Texas

012017

012017

BAILEY ARCHITECTS  
10000 Katy Road, Suite 100  
Houston, Texas 77055  
713.861.1100  
www.baileyarchitects.com

March 7, 2012

Mr. Gilbert D. Jalomo, Jr., Purchasing Agent  
Purchasing Department  
Fort Bend County  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77460

Re: G12-039 – Design of Library Administration Building for Fort Bend County

Mr. Jalomo:

**Libraries and their related administration are our passion.** Beginning with our first library in 1978 we learned early that a good administration layout with proper relationship to the library is essential to providing quality service to the library users. The separate administration building presents a design opportunity to relate the new building to the existing George Memorial Library and, with care and thought, relate it functionally to the Library and the public. As a separate building the Administration Building will have a visual relationship with the existing Library. The key to its design will focus on these relationships as well as address the opportunities presented with the entry access to the new building from parking.

Having just completed the Fort Bend County Library on the UH-Sugar Land campus we are extremely experienced with Fort Bend County requirements of quality and have an excellent working relationship with the leadership and library staff. We have done two projects within the Central Library so we are familiar with the library. Our architectural team is the same as for the FBC University Branch Library with Mark Boone, AIA serving as Project Manager. His leadership and in-depth experience with libraries, both large and small, as well as with both municipal and county administration facilities combined with the experience of our consultants will be an asset in design of the new building.

We clearly understand the importance of the library administration functions housed in one central area and we look forward to a successful working collaboration with the staff to make the Administration Building fully service the Library and Fort Bend County community. We would be honored to continue our work with the County.

With best wishes,



R. Bailey, F.A.M.  
President

Enclosure

Acknowledged: Q&A and Q&A #2 posted on the website

BAILEY ARCHITECTS  
10000 Katy Road, Suite 100  
Houston, Texas 77055  
713.861.1100  
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### 9.3 Full Understanding of Scope of Work

Bailey Architects has reviewed and understands the scope of work outlined in the Request for Qualifications for Professional Architectural Services to Design Library Administration Building Q12 039. The scope of work is to work with representatives of Fort Bend County facilities and library administration to design a new Library Administration Building to centrally house administrative functions for the Fort Bend County library system. The proposed facility will be two levels totaling 17,000 gross square feet and will include parking and vehicular access. The building will stand alone and have a causeway connection to the existing George Memorial Library. A Preliminary Space Program will be provided by the County upon selection. Based on our past two interior renovations of the Library, we have an in-depth understanding of the existing conditions and the site as well as a working relationship with the County's representatives.

As part of our initial design process, we will respond to both the broad and specific needs of the new building while also creating cost-effective solutions. Considerations include:

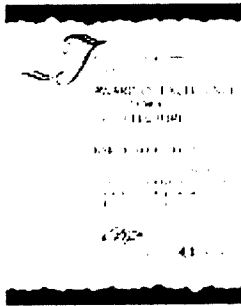
- a. Study the siting and massing to determine the best location adjacent the existing library.
- a. Define the front door entrance to give the Administration building its identity.
- a. Develop character images to determine the best contextual and budgetary approach to complement the existing character and materials of the existing library.
- a. Determine the most suitable location of the causeway connecting the new building at either the first or second floor.
- a. Address impacts of the building and causeway to existing views, natural light and program space of the existing library.
- a. Address site elevation conditions in response to parking access, retention, and accessibility.
- a. Address opportunities to add accessibility to the amphitheater in association with the new building.
- a. Work in conjunction with FBC's IT staff to design new technologies to deliver cabling systems that are capable of distributing content from differing media sources, are flexible and easily updated, and integrate into the building management control system.
- a. Provide cost-effective, sustainable design solutions which promote water and energy efficiency, indoor air quality, durable material selection, and natural lighting.
- a. Develop space planning solutions that respond to the Program and provide flexibility for future changes as needed.
- a. Develop a statement of probable construction cost for review and approval.
- a. Develop a phased construction plan which will limit impact of the new building to the ongoing operations of the library.

Our understanding of the scope of work includes our approach to the required collaboration, scheduling, and coordination which is addressed in Section 9.7, *Program Management System, Software, and Cost Control*.

**9.4 Qualifications of the Firm**

Bailey Architects is an architectural, planning, and interior design firm offering a qualified team of professionals with specialized experience and expertise in library programming, facility assessment, master plan creation, facility design, renovation, expansion, and new construction.

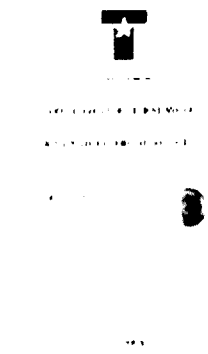
Bailey Architects is recognized as one of the state's leading design firms with 65 design awards to its credit, including Firm of the Year awards from both the Texas Society of Architects and American Institute of Architects (Houston chapter) and has been cited by the Greater Houston Preservation Alliance and the Texas Historical Commission (THC) for our commitment to preserving historic buildings and sites. The most recent award bestowed on the firm is the THC's 2006 Award of Excellence in Historic Architecture.



Our library work has been one of the foundations of the Firm's legacy and has been recognized with numerous awards. Bailey Architects has completed 26 library projects, including public and academic libraries and administration facilities. The firm's depth of experience enables us to effectively respond to programming needs, design and construction services, and select furniture, fixtures, and equipment and provide flexibility for future change.

Bailey Architects has provided architectural services for the planning, renovation, restoration and/or new construction of over 75 governmental projects (City, County, State). In particular, Bailey Architects has worked with Fort Bend County on the following:

- 1. Distance Learning build out at George Memorial Library
- 2. Second Floor of George Memorial Library
- 3. Needville Service Center
- 3. University Library Branch at UH-Sugarland
- 6. Fort Bend County Courthouse Restoration



Our recent experience with the University Branch Library and the County gives us the ability to work effectively by understanding the expectations, technical criteria, and decision-making processes of the County Facilities and Planning, Libraries, and Information Technology Departments.

We have assembled our proposed team of consultants with respect to each member's talent, expertise, and project experience in the Fort Bend County area. Our Project Team (see Section E.5) is comprised of the following consultants working in concert with Bailey Architects, Inc.



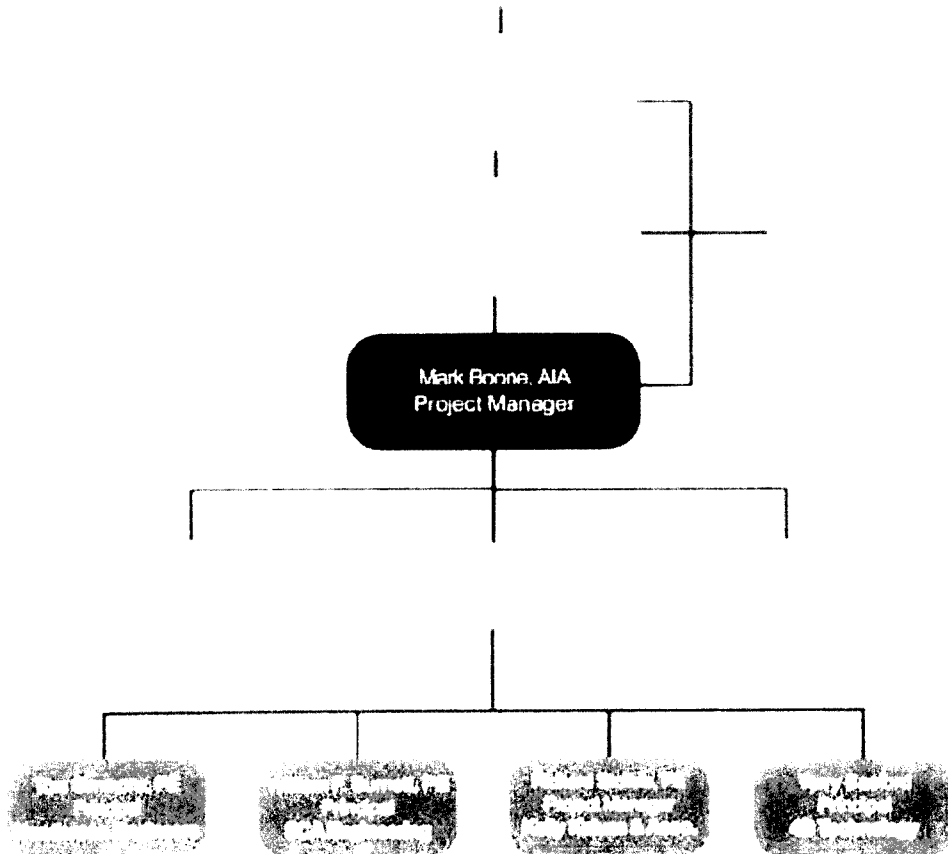
- |  |                        |
|--|------------------------|
| Henderson Engineers, Inc.<br>3535 Briarpark Drive, Suite 200, Houston, Texas 77042 | MEP Engineers          |
| Kelly R. Kauza & Associates, Inc.<br>3014 Avenue I, Rosenberg, Texas 77471         | Civil Engineers        |
| SCA Consulting Engineers<br>12511 Emily Court, Sugar Land, Texas 77478             | Structural Engineers   |
| 4B Technology<br>2600 Northborough Drive, Suite 290, Houston, Texas 77067          | IT and A/V Consultants |

**9.5 Qualifications  
of the Staff**

Our current workload (and backlog) is evenly distributed between design, production, and construction administration, making this an opportune time for Bailey Architects to undertake the Fort Bend Library Administration Building.

During our years of experience, we have become very effective at managing current and projected commissions. Workload and starting projections for active and potential projects are projected based on quarterly calendar benchmarks and are reviewed on a weekly basis by the firm's project management team to maintain ongoing project schedules and appropriate staff assignments.

**Fort Bend County Library Administration Building - Q12-039  
Project Team Organization Chart**



**9.6 Financial Stability**

- a. Has your Company ever failed to complete any work awarded to it?
- b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?
- c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.
- d. Does your company have the ability to obtain payment and performance bonds required for this project?

**9.7 Firm's management system, software and cost control**

For Bailey Architects, quality control starts at the beginning of each project and continues throughout the process and beyond completion. Our management system is based on AIA Best Practices and includes:

- a. An analysis of client furnished information (scope statement, building program, construction budget and schedule) in establishing the project goals.
- b. Maintain an updated program, issue agendas for all the meetings, issue meeting reports, action item logs, project schedules, and updated budget.
- c. Project documentation activities are planned for each phase and include developing design phase work plans consistent with the client's schedule; creating a team structure of adequate size and appropriate experience and assigning staff with the appropriate expertise.
- d. Action item log tracks current issues, outstanding issues and forecasts potential items.
- e. Formal review sessions with the County which include signing off on documents at each document phase completion.

The Project Manager is the primary single point of contact to our quality control program and oversees the project from start to close out. Mark Boone has extensive experience with municipal/county government projects and clients, as well as recent experience as the project manager for University Branch Library. He understands the importance of fully integrating all team members to ensure a collective continuity throughout the project delivery.

**Software**

In addition, Bailey Architects utilizes a variety of software platforms for our project delivery. Our 3D software is based on the most effective method to model the building's components and systems (BIM). Sketch-Up and Revit serve as valuable tools which aid in the design and documentation process with improved efficiency and coordination. The programs also assist in client visualization of our proposed solution, engaging input and feedback. In addition, platforms are shared with our consultants to provide a well-coordinated document delivery process across the building systems, and may be used with the contractor to assist in constructability reviews. Per the County's requirements, all final documents will be delivered in CAD.

The best buildings result from active, consistent, and organized collaboration among all the stakeholders. A collaborative input process gives the County leaders, Facilities and Library staff members, the opportunity to participate in idea generating, problem solving, or identifying needs, concerns and values.

**Project Coordination Support**

Bailey Architects' client-centered approach to the project coordination involves integrating the Project Team made up of the County, Architects, Engineers, Specialty Consultants, Contractor and all stakeholders in the design and construction process. To achieve this, we use an integrated Design Process that brings the entire project team together to outline the project

vision, goals and objectives in conjunction with the design approach and project delivery process. Critical project objectives related to the program, functional design, documentation, code requirements, energy efficiency, cost and schedule are defined in measurable terms. We will also work closely with the County so that the design of the building allows for as little disruption as possible to the ongoing operations during construction.

**Project Schedule Development**

At initial planning with the full Project Team, the overall project schedule will be established with set performance milestones. All phases are planned out based on a critical path method. In this approach, we include time for team coordination, owner review, review meetings with code officials, alternative design proposals, constructability reviews, and pricing. For all of Bailey Architect's projects we develop staffing schedules that are monitored, measured, and coordinated with our clients' project schedules. Weekly project and staff progress are monitored to maintain schedule adherence.

We will strive to work closely with Fort Bend County to meet the project schedule (to be defined). Based on a traditional delivery process, we estimate the following:

- a. 2 months for the Design Phase
- b. 3 months for Construction Documentation
- c. 2 months for Bidding, Negotiation and Contract Award
- d. 9 months for Construction and Project Close-Out

**Cost Control**

We pride ourselves on our overall understanding of construction costs and the cost estimation process. Our preparation of cost estimates is based on our knowledge of similar projects, cost data databases, and current market conditions, including fluctuations in materials and labor costs. Cost databases are updated quarterly. A statement of probable construction cost (construction cost estimate) is prepared at schematic design and recognized with the Owner's budget. Once approved, this estimate serves as the baseline for the project. The cost estimate is updated at design development and construction documentation to maintain budgetary compliance and is adjusted as directed by the Owner.

Our experience has been that cost estimates fall within a 4% +/- degree of accuracy.

<b>Project</b>	<b>Budget</b>	<b>Contract</b>	<b>Difference</b>
FBC - UH University Branch Library	\$8,190,000	\$8,650,200	(\$1,539,750)
Texas Military Forces Museum (AGD)	\$2,300,000	\$2,220,000	(\$ 80,000)
Royal Norwegian Consulate	\$2,600,000	\$2,621,727	\$ 21,727

*reflects the benefits of the construction market downturn and increased competition.*

As part of the bid review process, we will review the Contractor's proposed construction cost to assess scope inclusion, quantity take-off and price relevance. This review also includes the Contractor's general conditions, qualifications and clarifications. We will work closely with the County and their selected Contractor to make key budgetary decisions in achieving the desired quality and standards and, as necessary, for cost reduction, identify alternate designs, constructability methods, and value-based products.

**9.8 Insurance and W-9**

Required insurance certificate and W-9 forms follow.

## Exhibit "B"

George Memorial Library - Administration Building  
**Design Fee Proposal Summary**  
 Date: 29 May 2012

B A I L E Y

Construction Budget: \$2,400,000				
<b>Basic Architectural Services (SD-CA)</b>				
Architectural Basic Services (SD-CA)	\$ 110,400			
Structure	\$ 16,800			
MEP	\$ 31,200			
Basic Consultant Services (SD-CA), Note 1	\$ 48,000			
Structure (MEP)				
<b>Total Basic Design Services (SD-CA)</b>			<b>\$ 158,400</b>	<b>6.60%</b>
Civil	\$ 26,200			
IT / AV	\$ 15,600			
Landscape	\$ 4,000			
<b>Specialty Consultants:</b>			<b>\$ 46,800</b>	<b>1.95%</b>
Landscape (Civil / IT / AV)				
<b>Total Professional Services Fees:</b>			<b>\$ 205,200</b>	<b>8.55%</b>
<b>Reimbursible Expense Budget:</b>			<b>\$ 15,000</b>	
Note 1: Geotechnical Material Testing by Owner				

# Exhibit "C"

George Mason Library Administration Building  
**Proposed Project Schedule**  
 Late 10/2012

BAILEY

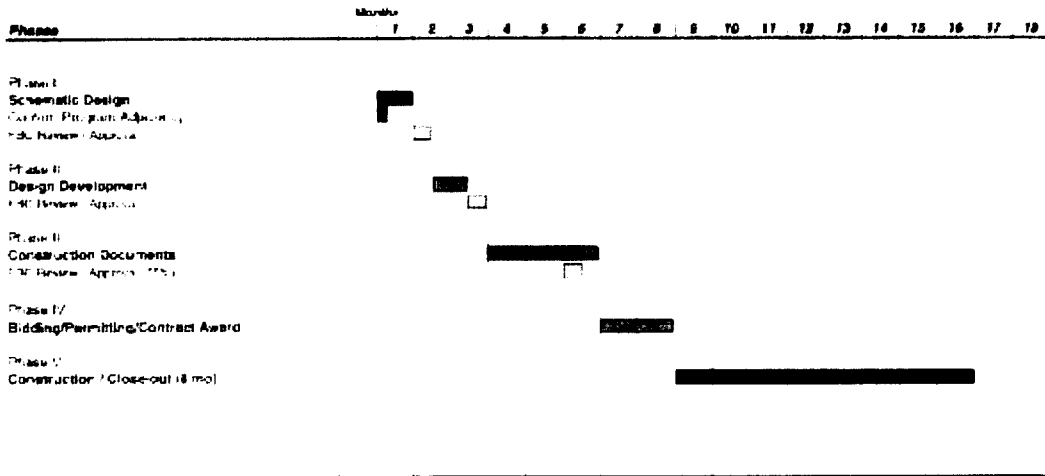


Exhibit "D"

*Fort Bend County, Texas  
Statement of Qualifications*

*Professional Architectural Service to Design Library Administration Building  
for Fort Bend County  
Q12-039*

**SUBMIT SOQS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Thursday, March 8, 2012  
1:30 PM (Central)

**MARK ENVELOPE:**

Q12-039  
Architectural Services

*ALL SUBMITTALS MUST BE RECEIVED IN COUNTY PURCHASING  
OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.  
SUBMITTALS RECEIVED WITH THE NAME OPENED AND NAMES  
PUBLICLY READ. SUBMITTALS RECEIVED AFTER THE SPECIFIED  
TIME WILL BE RETURNED UNOPENED.*

Results will not be given by phone  
Results will be provided to respondents in  
writing after Commissioners Court award

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this document.  
Requests for information must be in  
writing and directed to:  
Debrae Kaminsky, CFPB  
Assistant County Purchasing Agent  
kamansk1@co.fort-bend.tx.us

Prepared: 02/05/12  
Issued: 02/15/12

**1.0 Objective:**

Fort Bend County is requesting Statements of Qualification (SOQ) for architectural and engineering services for the design of a new Library Administration Building to centrally house administrative functions for the library system. Architectural and engineering firms herein referred to as "Respondent"

**2.0 General:**

- 2.1 The selected party will be requested to submit qualifications under the provisions of the §2254 of the Texas Government Code
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed
- 2.3 Submittals and any other Respondent information in response to this SOQ shall become the property of Fort Bend County
- 2.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Fort Bend County makes no guarantee that an award will be made as a result of this SOQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item requirement from this SOQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this SOQ.

**3.0 Pre-SOQ Conference:**

No Pre-SOQ conference for this project

**4.0 Insurance:**

- 4.1 All respondents must submit, with SOQ, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with SOQ, a notarized statement from an insurance company, authorized to conduct business in the State of Texas, and

acceptable to Fort Bend County guaranteeing the issuance of an insurance policy with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal.

- 4.2 The certificates of insurance to be satisfactory to Fort Bend County naming the Contractor and its employees as insured.
  - 4.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 4.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - 4.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products completed operations arising out of the business operations of the policyholder.
  - 4.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - 4.2.5 Professional Liability insurance with limits not less than \$1,000,000 each claim annual aggregate.
- 4.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 4.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 4.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

- 4.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior written notification to Fort Bend County.
- 4.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**5.0 Indemnification:**

**RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.**

- 5.1 Respondent shall timely report all such matters to Fort Bend County and shall upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 5.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 5.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 5.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 5.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

- 5.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 5.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and or trade contractor providing such insurance.

**6.0 Scope of Work:**

The Library Administration Building is to centrally house administrative functions for the library system. The facility will be two levels totaling 17,000 gross square feet and shall be constructed on the existing George Memorial Library site in Richmond, Texas. The building will be designed as a stand-alone structure with a causeway to the existing library. Additional parking will be included in the scope. The County has developed a Preliminary Space Program and general blocking diagram identifying required adjacencies.

**7.0 Qualifications and Evaluation Factors:**

The following criteria will be used in selecting the firm:

- 30% Understanding of Scope of Work - Parties demonstrate their ability to meet the required qualifications. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.
- 30% Firm Experience with Projects of Similar Size and Complexity - Such experience must be in the form of providing architectural services for municipal county government facilities. List only projects completed within the last 5 years, provide the name and location of each project, completion date, the client, and a contact person and phone number.
- 15% Staff Experience with Projects of Similar Size and Complexity - Such experience must be in the form of providing architectural services for municipal county government facilities. List only projects completed within the last 5 years, provide the name and location of each project, the client, and a contact person and phone number.
- 10% Financial Stability - Complete and accurate responses to the following questions:
  - a. Has your Company ever failed to complete any work awarded to it?

- b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?
- c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.
- d. Does your company have the ability to obtain payment and performance bonds required for this project?

15<sup>g</sup>. Firm's Management System, Software and Cost Control. Describe how the services will be provided and how they will be supported.

**9.0 Format of Response:**

To facilitate evaluation of submittals, one (1) original, four (4) paper copies and one (1) electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Statement of Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 20 pages**). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either "portrait" or "landscape" format with binding on either long or short side. Responses are to be in the following order and must detail requirement as outlined above:

- 9.1 Cover letter
- 9.2 Table of Contents
- 9.3 Detailed statement assuring firm fully understands scope of work
- 9.4 Detailed qualifications of the firm
- 9.5 Detailed qualifications of staff
- 9.6 Financial stability
- 9.7 Firm's management system, software and cost control
- 9.8 Insurance and W9

**10.0 Selection Process:**

Statements of Qualifications will be evaluated by a committee comprised of County staff. The committee will review Statements of Qualifications submitted and develop a short list of not more than 5 firms. These firms will be requested to submit additional information and may be

invited to interview with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

**11.0 Questions:**

Questions about this Statement of Qualification Package should be directed in writing to Debbie Kaminski, CPPB, Assistant County Purchasing Agent at [kaminski@co.fort-bend.tx.us](mailto:kaminski@co.fort-bend.tx.us).  
**Questions will be accepted until 3:00 PM, Thursday, March 1, 2012.**

**12.0 W9 Form:**

All vendors submitting are required to complete the attached W9 form and return with submission.



## DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation (all policies) and Blanket Additional Insured (all policies except Workers Compensation & Professional) is issued in favor of the Certificate Holder as required by written contract, but limited to the operations of the Named Insured. All policies (except Professional Liability) are primary and non-contributory to the insurance available to the Additional Insured as required by written contract.