

EXHIBIT B  
ARCHITECT AGREEMENTS

STATE OF TEXAS

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§  
§

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

**AGREEMENT FOR ARCHITECTURAL AND ENGINEERING 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 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 is desirous of restoring its Courthouse in Richmond, Texas as described in Exhibit "A" - THC Funding Agreement Attachment C, Scope of Work, and Exhibit "B" - TCH Funding Agreement Attachment C, Scope of Services, and the parties at this time set forth the agreement for the design of such restoration, hereinafter referred to as "Agreement;" and,

WHEREAS, Architect has agreed to provide such professional services described Exhibit "C" - Architect's Fee Proposal for Architectural Services dated May 12, 2010, and Exhibit "D" - THC Funding Agreement Attachment D - Project Schedule and as detailed in Section 2.05 herein and incorporated by reference herein as if set forth verbatim for all purposes, for architectural services for the restoration of the Fort Bend County Courthouse, hereafter referred to as the "Project," for the compensation provided herein, and

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

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE; and,

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 "C" Architect's Fee Proposal for Architectural Services dated May 12, 2010, and Section 2.05 herein 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. Twenty Percent (20%) of the Basic Services Fee shall be authorized for this phase of the work.

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, civil design, landscape, interior, electrical, signage/graphics, 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. Twenty-Five Percent (25%) of the Basic Services Fee shall be authorized for this phase of the work.
- 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, five (5) 75% complete sets of blueline prints of the drawings, and five (5) 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 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 Contract. Fifty-five Percent (55%) of the Basic Services Fee shall be authorized for this phase of the work.
- 2.04 Architect's Basic Services shall be in accordance with the Exhibit "D" - THC Funding Agreement Attachment D - "Project Schedule", as summarized below, 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.
- (1) Schematic Design Phase  
Completed by: September 1, 2010
  - (2) Design Development Phase  
Completed by: December 1, 2010
  - (3) Construction Document Phase  
Completed by: August 31, 2011

SECTION III  
THE ARCHITECT'S COMPENSATION

- 3.01 For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section VII, the County shall pay to the Architect an amount not to exceed \$378,000.00 as stated in Exhibit "C" - Architect's Fee Proposal for Architectural Services dated May 12, 2010.
- 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 \$10,000.00 as stated in Exhibit "C" - Architect's Fee Proposal for Architectural Services dated May 12, 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

Anticipated additional services include, non-fixed historic FFE (furniture, fixtures and equipment), bidding/negotiation, and construction administration, and shall be allowed only upon express written approval of County.
- 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 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, TX 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 \$378,000.00, plus an amount not to exceed \$10,000.00 for reimbursable expenses.

if any, specifically allocated to fully discharge any and all liabilities, including construction costs, 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 enuring 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 \$378,000.00, plus an amount not to exceed \$10,000.00 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.

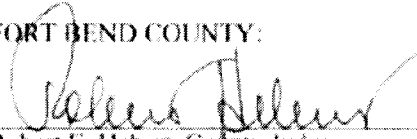
- 16.04 If there is a conflict between this Agreement and any Exhibits, the provisions of this Agreement shall prevail.

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SECTION XVII  
EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

  
\_\_\_\_\_  
Robert E. Hebert, County Judge

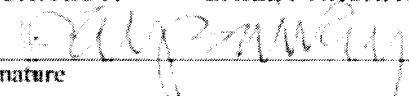
5.25.2010  
Date

Attest:   
\_\_\_\_\_  
Dianne Wilson, County Clerk

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

5/19/10  
Date

ARCHITECT: BAILEY ARCHITECTS

  
\_\_\_\_\_  
Signature

5/11/10  
Date

Printed Name: Ray Bosley

Title: President

I:Mary/Courthouse Restoration/Bailey Architects Agr 3887

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$388,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: THC Funding Agreement Attachment C – Scope of Work
- Exhibit B: THC Funding Agreement Attachment C – Scope of Services
- Exhibit C: Architect's Fee Proposal for Architectural Services dated May 12, 2010
- Exhibit D: THC Funding Agreement Attachment D – Project Schedule

**Exhibit "A"**  
**THC Funding Agreement Attachment C – Scope of Work**

Funding Agreement Attachment C  
 Scope of Work  
 Fort Bend County Courthouse

**Scope of Work**

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

**Project Philosophy and Description**

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

**1. Proposed Site Plan**

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

**2. Building Features**

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

Funding Agreement Attachment C  
 Scope of Work  
 For Bend County Courthouse

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

h. Foundations

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

3. Building Interior, Proposed Floor Plans

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

4. Building Systems

Funding Agreement Attachment C  
 Scope of Work  
 Fort Bend County Courthouse

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

3. Accessibility

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

6. Courthouse Occupants upon Restoration

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

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

**Exhibit "B"**  
**THC Funding Agreement Attachment C – Scope of Services**

Funding Agreement Attachment C  
 Scope of Work  
 For Herd County Courthouse

**Scope of Services**

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

**Deliverables by Phase**

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

Funding Agreement Attachment C  
 Scope of Work  
 Fort Bend County Courthouse

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

**Work products of the architect's consultants**

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

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

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

Exhibit "C"  
Architect's Fee Proposal for Architectural Services dated May 12, 2010

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1000 West Loop West  
Suite 1000  
Houston, Texas 77027  
Tel: 281.460.1300  
Fax: 281.460.1300  
www.baileyarchitects.com

Restoration of the Fort Bend County Courthouse  
May 12, 2010  
Page 1

**Agreement for Architectural Services – Exhibit "C"  
between Bailey Architects and Fort Bend County, Texas**

For purposes of this agreement, Fort Bend County is referred to as FBC and the Texas Historical Commission as THC.

**A. PROJECT DEFINITION**

The "Project" consists of the restoration of the Fort Bend County Courthouse located at 401 Jackson Street, Richmond, Texas.

The project scope is identified in **Exhibit B of the FBC Agreement for Architectural and Engineering Services** and includes the restoration planning, design, and construction documents services for restoration of the courthouse and courthouse square to the condition when first occupied by the county in 1906, including the demolition of the 1900 and 1907 additions. The final scope of the work shall comply with the recommendations included in the State Application for Receipt of the Texas Historic Courthouse Program as administered by the Texas Historical Commission (THC).

holding and construction administration services until the substantial completion is authorized by THC.

**B. BASIC SERVICES**

- 1. Background Planning
  - a. Review scope of work as described in Round VI Grant Application with FBC and THC.
  - b. Review existing documentation on current building conditions and conduct site investigations as needed to assemble as-built documents for further use.
  - c. Review Grant Applications in coordination with FBC and THC and develop extension proposals.
  - d. Respond to THC comments.
- 2. Design
  - a. Based on scope of restoration approved in the previous Restoration Planning phase, develop and submit construction documents to be prepared to support the architectural, structural, mechanical, electrical, plumbing, and civil work.
  - b. Prepare updated estimate of construction cost.
  - c. Submit Design package to THC for review and respond to comments.

BAILEY ARCHITECTS, P.C. is the sole proprietor of BAILEY ARCHITECTS, INC.

BAILEY ARCHITECTS, INC. is a Texas corporation, incorporated on 05/12/2010.



B.A. 10-17

Restoration of the Fort Bend County Courthouse  
 May 19, 2010  
 Page 3

**H. REIMBURSABLE EXPENSES**

Reimbursable expenses are estimated at \$10,000 and will be billed at cost plus 15 percent. Expenses include reproduction costs (not for bidding), plotting, special mailings, document delivery, long distance telecommunications, agency fees (if applicable in design), parking, and travel as approved in orders by FBC.

**I. ADDITIONAL SERVICES**

"Additional Services" shall include any of the following circumstances or items unless specifically excluded in this Agreement:

1. Bidding / Negotiation
  - a. Assist the FBC in the selection of a qualified general contractor using a bid or Construction Manager at Risk process.
  - b. Assist the FBC in negotiations with selected general contractor to determine final cost.
  - c. Additional scope as may be defined and as mutually agreed upon in the FBC Agreement for Architectural and Engineering Services.
2. Construction Contract Administration
  - a. During the construction period, the Architect will attend one (1) scheduled project meeting per month and make other visits to the site as appropriate to the stage of construction to observe the construction to determine, in general, if the construction is proceeding in compliance with the contractor documents. The Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction. The Architect shall neither have control over or charge of, nor be responsible for, the construction site activities, techniques, equipment, or procedures or for safety precautions and programs in connection with any construction performed at the Project.
  - b. The Bailey Architects will review and approve the contractor's monthly applications for payment.
  - c. The Bailey Architects will review and approve the contractor's submissions of schedule and shop drawings as required in the specifications.
  - d. The Bailey Architects will perform inspections to determine dates of Substantial Completion and Final Completion.
  - e. The Bailey Architects will process Change Orders and respond to contractor's Requests for Information.
3. Use of a 3<sup>rd</sup> Party Cost Estimator
4. Planning, design and/or selection of moveable furnishings, fixtures and equipment not related to fulfilling the historical character as described in **Exhibit B' of the FBC Agreement for Architectural and Engineering Services.**

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Restoration of the Fort Bend County Courthouse  
 May 12, 2011  
 Page 4

5. A change in the instructions or approvals previously given by FBC that necessitate revisions in the Design and/or the Construction Documents.
6. Design, construction documents, bidding and construction administration services related to increased work as a result of further research and discovery anticipated in **Attachment 'A'** (i.e. Existing Interior - Casework) or as a result of due diligence.
7. Design, construction documents, bidding and construction administration services for additional landscaping beyond that described in **Exhibit 'B'** of the **FBC Agreement for Architectural and Engineering Services**.
8. Enactment or revision of codes, laws, ordinances or regulations or other interpretations which necessitate changes to previously prepared Construction Documents.
9. Failure of performance on the part of the FBC or FBC's contracts or contractors.
10. Preparation for and attendance at (a) a public hearing, (b) before any permitting official or entity, (c) a dispute resolution proceeding or a legal proceeding, except where Bailey Architects is a party thereto.
11. Coordination of Work with FBC's contractors and contractors and the general contractor resulting but not limited to any meetings, deliveries of materials, drawings and delays in scheduling the Work.
12. A significant change in the Project including but not limited to: site quality, complexity, project phasing, the FBC's schedule or budget.

In the event of any of the above circumstances, Bailey Architects shall notify FBC in writing prior to providing such Additional Services. If FBC determines that all or a part of such Additional Services are not required, FBC shall give prompt written notice to Bailey Architects and Bailey Architects shall have no obligation to provide those services. If FBC does not give prompt written notice and in reliance on FBC's failure to give such notice, Bailey Architects provides such services, Bailey Architects shall be entitled to additional compensation as set out herein.

Additional Services are not included in the fee to Basis Services and will be billed monthly at hourly rates. Principals: Ray Bailey, P.A.A. and Ray Lister, AIA will be billed at a fixed rate of \$165.00 per hour. Other employees range from \$85.00 to \$157.00 per hour. These rates are subject to normal and customary salary adjustments.

Restoration of the For Bend County Courthouse

May 12, 2010

Page 5

**J. PAYMENT**

Billings for Basic Services, Reimbursable Expenses and Additional Services will be billed to FBC on or before the tenth (10th) day of the month, and all sums so billed by the tenth (10th) day of the month will be payable in accordance with the terms and conditions of Section 11 of the FBC Agreement for Architectural and Engineering Services.

FBC will notify Bailey Architects of any disagreement with billings, including but not limited to, any failure of Bailey Architects to perform services in accordance with this Agreement within the billing period. Unless prior arrangements are made in advance, Bailey Architects shall have the right to suspend performance of its services or to suspend Construction Documents until the unpaid balance is current.

**K. FBC RESPONSIBILITY**

It is FBC's responsibility to provide as-built Construction Documents of any existing construction affecting the Project as well as any other reasonably available information. Should additional field measurements be required, these will be billed as Additional Services at hourly rates.

It is FBC's responsibility to provide 1) a site survey including notes and bearings, topography, trees, utilities, locations, current street locations, boundaries, setback lines and any other reasonable available information of reasonably required information by Bailey Architects, 2) a geotechnical soils analysis sufficient for foundation design and any governmental permitting and 3) an asbestos report. Should additional field information or investigations be required, these will be billed as Additional Services at hourly rates.

FBC agrees to use its best efforts to identify Bailey Architects as architects in all press releases regarding the project, provided, however, that FBC shall not be liable or responsible for any failure to do so.

Bailey Architects shall submit design documents to FBC at intervals appropriate to the design process for purposes of evaluation and approval by FBC. Bailey Architects shall be entitled to rely on written and oral approvals received from FBC in the further development of the design.

FBC shall provide prompt written notice to Bailey Architects if FBC becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in any of the design documents provided by Bailey Architects.

Bailey Architects shall be entitled to fully rely on the accuracy and completeness of services, consultants and information furnished by FBC without making further inquiry or investigation.

**L. TERMINATION**

This Agreement may be terminated by either party at any time with thirty (30) days written notice, and in the event of termination, Bailey Architects shall be

PLS-11-11

Restoration of the Fort Bend County Courthouse  
May 12, 2010  
Page 6

paid in full for all services performed to the termination date, including reimbursement expenses.

Bailey Architects' compensation in the event of termination shall be determined under sections G, H and I above.

**M. NOT USED**

**N. LIMITATION OF LIABILITY**

**BAILEY ARCHITECTS AND FBC HEREBY SPECIFICALLY WAIVE ANY AND ALL CLAIMS TO CONSEQUENTIAL AND SPECIAL DAMAGES ARISING OUT OF OR RELATED TO ANY BREACH OR TERMINATION OF THIS AGREEMENT. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION TO ALL CONSEQUENTIAL AND SPECIAL DAMAGES, DUE TO EITHER PARTY'S BREACH OR TERMINATION IN ACCORDANCE WITH SECTION L HEREIN.**

**TO THE EXTENT ANY DAMAGES OR EXPENSES ARE COVERED BY PROPERTY INSURANCE DURING CONSTRUCTION, FBC AND BAILEY ARCHITECTS WAIVE ALL CLAIMS AND CAUSES OF ACTION AGAINST EACH OTHER AND AGAINST THE CONTRACTORS, CONSULTANTS, AGENTS, AND EMPLOYEES OF THE OTHER FOR SUCH DAMAGES AND EXPENSES, EXCEPT SUCH RIGHTS AS THEY MAY HAVE TO THE PROCEEDS OF SUCH PROPERTY INSURANCE.**

**O. HAZARDOUS WASTE**

Bailey Architects and their consultants shall have no responsibility for the investigation, discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

FBC shall retain the services of a licensed laboratory to verify the presence or absence of hazardous materials or toxic substances and in the event such materials or substances are found to be present, to verify that it has been rendered harmless.

**FBC SHALL INDEMNIFY AND HOLD HARMLESS BAILEY ARCHITECTS, THEIR CONSULTANTS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RESULTING FROM THE PRESENCE OF HAZARDOUS MATERIALS OR TOXIC SUBSTANCES AT THE PROJECT. IT IS SPECIFICALLY AGREED THAT THIS INDEMNITY OBLIGATION SHALL APPLY TO ANY SUCH CLAIMS, DAMAGES, LOSSES AND EXPENSES THAT RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BAILEY ARCHITECTS, THEIR CONSULTANTS, AGENTS, OR EMPLOYEES.**

Restoration of the Fort Bend County Courthouse  
May 12, 2010  
Page 7

**P. CONTRACT FORM**

In the event the letter of agreement is not executed within thirty (30) days of the date hereof, the amounts of compensation rates (and multiples set forth) shall be subject to renegotiation.

**Q. MISCELLANEOUS PROVISIONS**

1. This Agreement confirms the aforesaid agreement between Bailey Architects and FBC and replaces any and all prior understandings or agreements which in any way concern the Project. This Agreement shall be binding upon and shall be to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of FBC and Bailey Architects. There are no promises, representations or warranties concerning the Project which are not expressly stated in this Agreement.
2. Any amendment or change to this Agreement must be in writing and signed by the party against which such amendment or change is being to be enforced.
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.
4. If any provision or section of this Agreement is ever found to be unenforceable it will not affect the enforceability of any other provision or section of the Agreement.
5. All headings or used in this Agreement are for the convenience of the parties only and shall not be given any way to limit the interpretation of any provision or section of the Agreement.

**R. JURISDICTION OF LICENSED ARCHITECTS**

The Texas Board of Architectural Examiners, Post Office Box 12307 Austin Texas 78711-2307 or 333 Guadalupe, Suite 2-350 Austin Texas 78701 (512) 512-9600 has jurisdiction over architects licensed under the Architects Registration Law, Texas Civil Statutes, Article 2400.

**ACCEPTANCE**

FORT BEND COUNTY TEXAS

By:

Date:

BAILEY ARCHITECTS, LLC

By:

Ray Bailey, P.A.A. President

Date:

Exhibit "D"  
THC Funding Agreement Attachment D – Project Schedule

**Project Schedule**

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

Overall timeline:

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

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

STATE OF TEXAS        §  
  §  
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL  
AND ENGINEERING SERVICES

THIS FIRST AMENDMENT to the Agreement for Architectural and Engineering Services is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and BAILEY ARCHITECTS, 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 Architectural and Engineering Services dated May 25, 2010, (collectively, the "Agreement"), attached hereto as Exhibit B and incorporated by reference as if set forth herein verbatim for all purposes. The parties desire to amend the Agreement for additional services for the Project as set forth in Architect's proposal dated March 28, 2012, attached hereto as Exhibit A 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 \$125,000.00 shall be available for services provided by Architect in connection with the Project as described in Exhibit A.
- B. An additional amount not-to-exceed \$2,500.00 shall be available for reimbursable expenses for the Project as provided in Exhibit A.
- C. Architect's compensation for the Project shall not exceed \$503,000.00, which includes the original scope of work (\$378,000.00) and the additional services provided in this First Amendment (\$125,000.00).
- D. Architect's reimbursable expenses for the Project shall not exceed \$12,500.00, which includes reimbursable expenses under the original scope of work (\$10,000.00) and the additional expenses under this First Amendment (\$2,500.00).
- E. No additional funding shall be available for services provided for the Project without prior written consent of the Fort Bend County Commissioners Court.
- F. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- G. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

MAR 29 2012

EXECUTION

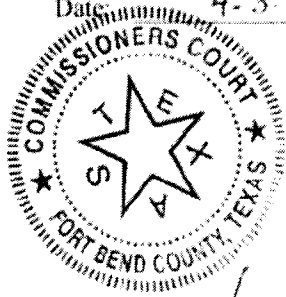
County executes this First Amendment by and through the County Judge acting pursuant to authorization of the Commissioners' Court of Fort Bend County, Texas.

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

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

Date: 4-3-2012



ATTEST: *Dianne Wilson*  
Dianne Wilson, County Clerk

REVIEWED. *Don Brady*  
By: Don Brady, County Facilities  
Management & Planning Director

Date: 3/29/12

BAILEY ARCHITECTS  
*Ray Bailey*  
Ray Bailey, FAIA

Date: 03.29.12

- Exhibit A: March 28, 2012 proposal from Architect
- Exhibit B: Agreement for Architectural & Engineering Services dated May 25, 2010

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 315,500.00 to pay the obligation of Fort Bend County under this Agreement.

*Ed Sturdivant*  
Ed Sturdivant, County Auditor

MER: Bailey Courthouse Restoration.3887.AMEND

EXHIBIT A

01610000

01610000

March 26, 2010

Mr. Don Brady, P.E.  
Director, Facilities Management and Planning  
Fort Bend County  
300 Jackson St  
Houston, TX 77009

Re: Fort Bend County Courthouse Restoration  
First Amendment to the Fort Bend County (FBC) Agreement for Architectural and Engineering Services, as Amended, Effective 12/15/09, executed May 2010 for the Restoration of the 1909 Courthouse at Houston, Texas.

Dear Don:

It is my pleasure to work with the restoration of the Fort Bend County Courthouse, an important landmark in the history of preservation which we share with the citizens and leaders of Fort Bend County.

The agreement sets forth the key objectives of services to perform the restoration of the Fort Bend County Courthouse as follows:

**Project Summary**

Under the Agreement, following about 18 months from the start of the restoration of the 1909 Courthouse, have been completed and submitted to the County, as well as the approval of the addition of a new addition to the building. The County has decided to retain the 1932 addition to its responsibility as necessary and important to preserve the historical nature of the 1932 addition to its original state and preserve the historic. The first part of the addition will be the north addition to its original condition. The second part will be the south addition to its original condition. The County Attorney, the Fort Bend County Attorney, and the County Attorney will be responsible for the review of the design and construction of the new addition to the building that of the 1932 addition.

Work includes will be performed and planned using a new, more efficient design. Construction will be completed in 12 to 18 months of work to include original application. Work includes will be approved as needed and the new design will be approved.

The project will include the installation of new systems for the new addition to its original condition and the new addition to its original condition. The building will be approved by the fire protection agency and the fire department will be approved. The work will include the new design of the building and the new design.

**Scope of Services - 1932 Addition**

- The project will include the installation of new systems for the new addition to its original condition and the new addition to its original condition. The building will be approved by the fire protection agency and the fire department will be approved. The work will include the new design of the building and the new design.
- The project will include the installation of new systems for the new addition to its original condition and the new addition to its original condition. The building will be approved by the fire protection agency and the fire department will be approved. The work will include the new design of the building and the new design.

Q A L E T

Page Two  
M. Eric Brady  
March 28, 2012

Construction requirements and specifications relative to existing existing and construction will include, but not be limited to, structural engineering, mechanical engineering, and electrical engineering.

Building Regulations and Codes from Oregon Administrative will be prepared as required at the sole expense of the contractor.

**Project Team**

Bailey Architects will utilize the same experienced staff and engineering consultants employed in the 100% exploration work to assist with the design and construction.

- Charles Ferguson (Principal)
- Eric Brady
- Paul Engstrom (SVP)

**Compensation (Paid Investigation/Basic Services)**

Bailey Architects proposal with a fee of \$127,500 as follows:

Revised Design and new construction documents	\$127,500
Reimbursables	\$0
<b>Total Fee</b>	<b>\$127,500</b>

**Project Schedule**

- Design and Construction Documents: March 15, 2012 - June 15, 2012
- Construction Administration: June 15, 2012 - September 15, 2012

**Address of Services**

As stated in Article 1 of the Agreement, Section 1.1, the services will be performed at the project site.

This First Amendment shall be in full compliance with the requirements of the Oregon Administrative Code, Chapter 800, Division 02, Engineering Services, with the addition of Extension Fee Based on Delay and Start-up Costs.

Sincerely,

M. Eric Brady  
Principal

**EXHIBIT C  
BUDGET FORMAT**

The purpose of providing the CM at Risk a format for the project budget is to allow easy comparison from one phase of design and construction to the next as well as easy comparison of estimates from others. The budget format shall conform to the CSI format and shall have as much detail as the information and time allows.

Each Site shall have the following breakdown:

GMP				
Division	Name	Units	Unit Cost	Cost
01	General Requirements			
02	Site Work			
03	Concrete			
04	Masonry			
05	Metals			
06	Woods & Plastics			
07	Thermal / Moisture Prot.			
08	Doors & Windows			
09	Finishes			
10	Specialties			
11	Equipment			
12	Furnishings			
13	Special Construction			
14	Conveying System			
15	Mechanical			
16	Electrical			
17	Security Electronics & Communications			
	General Conditions			
	Construction Contingency			
	Fee			
	Design Contingency			
Total Construction				
Owner's Disbursements				
Subtotal				
Total Project				

The total under the GMP category shall not exceed the total construction budget. Owner's Disbursements, if any, plus total construction shall not exceed the total construction budget.

EXHIBIT D  
MONTHLY REPORT FORMAT

The monthly report shall consist of the following items:

1. Executive Summary
2. Monthly and Year to Date Budget Report
3. Contract Awards
  - a. Contract Awards to Date
  - b. Award recommendations made
  - c. Contracts closed out
  - d. Buyout Status
4. Critical Information and Approvals Required
5. Logs
  - a. Request for Information
  - b. Subcontractor Insurance Log
  - c. Approval Letter Log
  - d. Non-conformance Log
6. Safety Report
7. Project Schedule
8. Permits and Inspections
9. Job Photographs
10. Quality Report

EXHIBIT E  
CONSTRUCTION MANAGER'S PROPOSAL

**ORIGINAL**

**FORT BEND COUNTY COURTHOUSE  
HISTORIC RESTORATION  
CONSTRUCTION MANAGEMENT-AT-RISK SERVICES  
Q 12 – 050**

***Request for Statement of Qualifications***

**TABLE OF CONTENTS**

- A. Firm Description**
- B. Organization and Project Methodology**
- C. Experience**
- D. Construction Team**
- E. Financial Responsibility**

Fort Bend County Courthouse Restoration - Request for Statement of Qualifications (SOQ) 12-050

## Intention to Respond

**Request for Statements of Qualifications to provide  
Construction Management-at-Risk Services  
Fort Bend County Courthouse Restoration**

If your company intends on responding to this Request for Statements of Qualifications (SOQ), please **complete** and email this form to: Debbie Kaminski, Assistant County Purchasing Agent at [kaninskid@co.fort-bend.tx.us](mailto:kaninskid@co.fort-bend.tx.us) by **no later than 5 PM (CST) on Wednesday, May 30, 2012**. This form must be completed and returned promptly to ensure that you are included on the mailing list to receive all addenda and other miscellaneous information regarding this project.


- Our firm **does** intend on responding to this SOQ
- Our firm **does not** intend on responding to this SOQ

Company Name Phoenix I Restoration and Construction, Ltd.

Address 9411 Hargrove Drive  
Dallas, Texas 75220

Phone ( 214 ) 902-0111

Fax ( 214 ) 904-9635

Contact Person Dale C. Sellers 

E-mail address of Contact Person dsellers@phoenix1.org

*Again, please email this completed form by  
no later than 5 PM (CST) on Wednesday, May 30, 2012  
to ensure that you are included on the mailing list*



June 7, 2012

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

RE: Construction Management-At-Risk (CM at-Risk) Services for the Fort Bend County Courthouse Historic Restoration - Q 12 - 050 - Request for Statement of Qualifications

Gentlemen:

Phoenix I Restoration and Construction, Ltd. and our team are excited and appreciative of the opportunity to participate in the design and restoration of this architecturally significant part of the County of Fort Bend and the State of Texas' history and future. We believe this project can be completed to meet the proposed schedule, Fort Bend County's needs, Bailey Architects' intent, the Texas Historical Commission's guidelines and the Secretary of the Interior's Standards for Rehabilitation. We take great pride in what we do, how we do it and with whom we do it.

Phoenix I Restoration and Construction, Ltd. is solely owned by Dale C. Sellers. This project will be administered out of our Dallas office. Phoenix I Restoration and Construction, Ltd. has been in business over 46 years and its current ownership since 1999. We are a specialty consulting, construction manager, general contractor and trades contractor. Our specialty is historic building restoration. We have participated in the restoration of over 27 historical Texas courthouses as well as over 90 other historically significant projects.

Phoenix I Restoration and Construction, Ltd. is recognized as an industry leader and expert in technical trade consulting, cost estimating and peer reviews. We provide these specific services to the State Attorney General's Office, the Texas Historical Commission, as well as many architects, engineers, cities and attorneys across the State.

Phoenix I Restoration and Construction, Ltd. has never entered into litigation with any owner, architect, subcontractor or other party.

Phoenix I Restoration and Construction, Ltd. and its' projects have received dozens of awards for its' many restoration projects. Phoenix I Restoration and Construction, Ltd. was recently recognized by the Dallas Chapter of the *American Institute of Architects* as the "Contractor of the Year" for 2011.

Phoenix I Restoration and Construction, Ltd. is very "user friendly". Owners, architects, engineers, subcontractors, vendors and employees provide consistent reinforcement that Phoenix I is their "Contractor of Choice". We are frequently awarded many projects based on the value of the service we have historically provided.

Subcontractors and vendors often provide us pricing advantages (some as much as 25%) which are to the owners' benefit. Their experience with Phoenix I dictates it costs them less to do business with us than most other contractors. Our ability to professionally manage the project, including scheduling, coordination, paperwork processing, as well as prompt payments are well recognized in the industry. These savings can often be greater than all the management fees involved with the project. It is also the reason we are the low bidder as well as the best value provider on so many projects.

As a Construction Manager and Specialty Trades Contractor that specializes in historic restoration, we can ensure that the risks are minimized and value is received for every dollar spent. Both "risks" and "value" will be qualitatively and quantitatively defined by Fort Bend County, Bailey Architects, Phoenix I Restoration and Construction, Ltd. and our subcontractors and vendors.

We consider it a fundamental imperative that we have explored and fully understand the various ways, means and materials to be utilized on this project to ensure constructability, the quality of the construction, and operational functionality. Our safety record is proof of our commitment to safety and to the protection of our employees, subcontractors and to the public.

Phoenix I Restoration and Construction, Ltd. will, without reservation, dedicate its' full resources and efforts to this project's success and to the benefit of the entire team. As the President of Phoenix I Restoration and Construction, Ltd. and Senior Project Manager for this project, I will be personally, directly and intimately involved in the entire process from pre-construction services through completing the final punch list and to the rededication of the Courthouse. As a result of our experience, Phoenix I Restoration and Construction, Ltd. has repeatedly proven we can substantially accelerate the restoration process, while delivering value, maintaining quality and saving the County and the State many taxpayer dollars. Daniel Ledbetter will be the superintendent. It is with complete confidence that we provide this proposal as a testament of our experience, capabilities and commitment to your project.

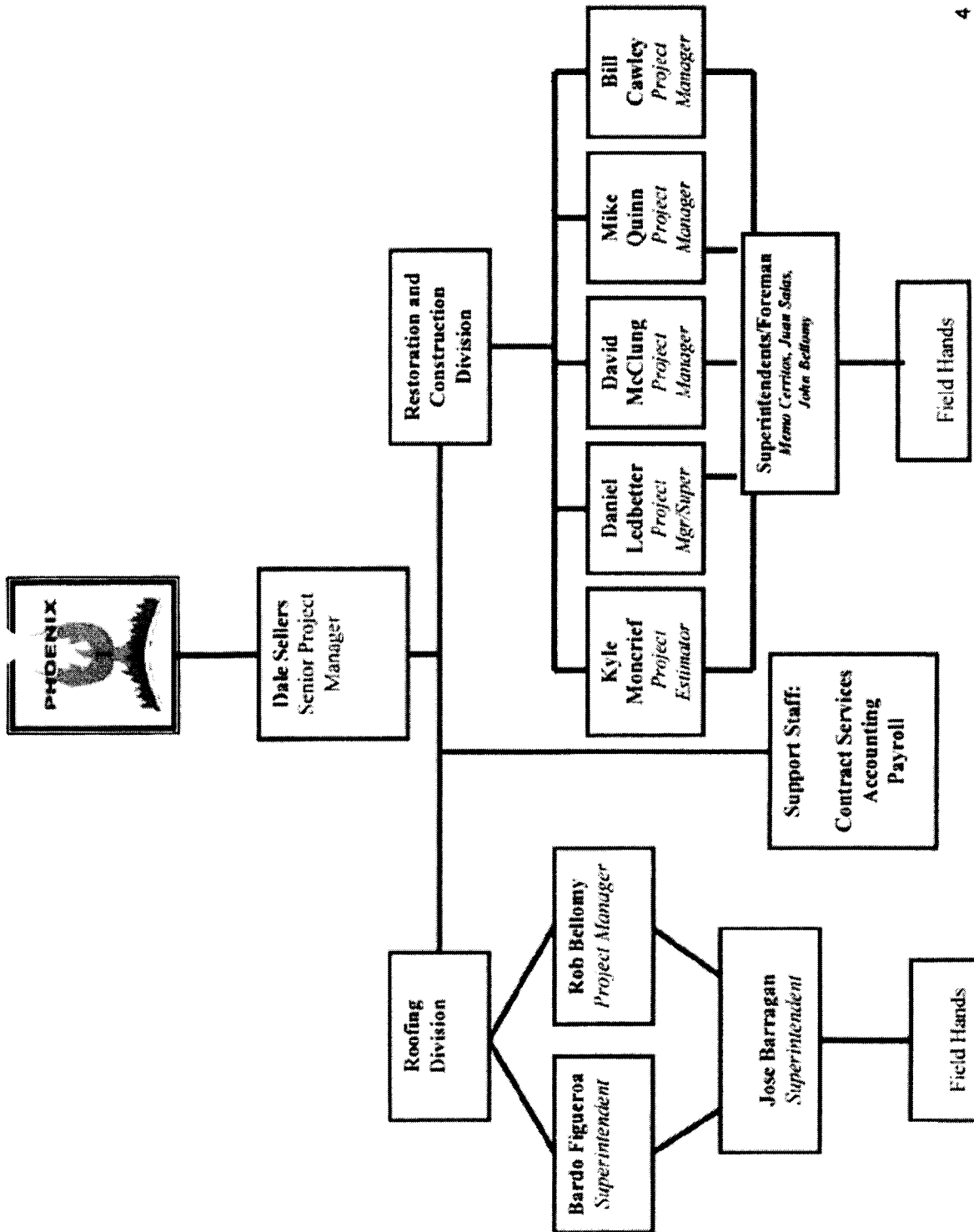
Phoenix I Restoration and Construction, Ltd. and its' team want this job and we are inherently qualified to perform it.

Respectfully submitted,



Dale C. Sellers, B.S.M.E., M.B.A.  
President, C.E.O. of General Partner

DCS:ch



## PARTNERING

### Partnering Meeting Outline

- I. **Partnering - Concept not new.**
- II. **Returning to when "your word was your bond".**
- III. **Contracts:**
  - A. Implied Covenant of Good Faith
  - B. Best Efforts
  - C. Commitment
  - D. Cooperation
  - E. Trust
- IV. **Benefits:**
  - A. Reduced exposure to litigation
  - B. Reduced costs and time to complete project
  - C. Better quality-focus on project progress, not adversarial relationships
  - D. Enhanced morale and production

### Partnering Charter

We are a team dedicated to providing a quality project in accordance with the contract. We are committed to both employees and public safety, protection of the environment, minimizing inconvenience to the public and to each other's success.

#### I. **Communication Objectives**

*We intend to deal with each other in a fair, reasonable, trusting and professional manner including:*

- A. Communicate and resolve problems within the terms of the contract.
- B. Decision making at lowest possible level.
- C. Open, honest communication.
- D. Treat each other with mutual respect, resolve personal conflicts immediately, and avoid personal attacks.
- E. Timely notification of future meetings.
- F. Support of the weekly and morning meetings.
- G. Not allowing grudges to interfere with professionalism.

#### II. **Conflict Resolution System**

- Step 1. It is preferred that conflict be discussed and resolved at the level at which it originates.
- Step 2. When conflict is not resolved at the originating level, it will immediately be taken to the project manager level.
- Step 3. When conflict is not resolved at step 2, then it will be taken to the companies' owners.
- Step 4. If it cannot be resolved at step 3, then it will be handled according to contract specifications.

### HISTORIC COURTHOUSE RESTORATION MOST RECENT EXPERIENCE



Jefferson County Courthouse

Originally Built in 1931  
Owner Reference, Judge Ronald Walker,  
409-835-8593  
Bailey Architects, Sandra Bauder, 713-524-2155  
Dale Sellers, Phoenix I Project Executive, Manager  
184,600 sq ft.  
Complete Exterior Restoration  
Original Contract Price, \$6,686,000.00  
Final Contract Price, \$6,676,672.50  
Restoration Completed, March 2012



Leon County Courthouse

Originally Built in 1886  
Owner Reference, Honorable Judge Byron Ryder,  
903-536-2331  
Sinclair & Wright Architects, Mark Thacker,  
903-595-2656  
Dale Sellers, Phoenix I Project Executive, Manager  
5,500 sq ft.  
Complete Exterior Restoration, Interior Finish  
Carpentry  
Original Contract Price, \$1,802,000.00  
Final Contract Price, \$1,966,407.00  
Restoration Completed, October 2008



Hardeman County Courthouse

Originally Built in 1908  
Owner Reference, Honorable Judge Ronald Ingram, 904-661-2911  
ArchiTexas, Architects, Susan Frochaur, 512-444-4220  
Dale Sellers, Phoenix I Project Executive, Manager  
24,700 sq ft.  
Masonry Restoration, Brick Paving, Restored Exterior Trim and Window Sills,  
Painted and Stained All Windows and Doors, Glazing All Historic Wood and  
Metal Windows  
Original Contract Price, \$2,206,000.00  
Final Contract Price, \$2,217,965.45  
Restoration Completed, October 2011

**B A I L E Y**  
ARCHITECTS  
P.C.

1500 West Loop, Suite 400  
Houston, Texas 77056  
Tel: 713.359.8555  
Fax: 713.324.1847  
www.baileyarchitects.com

September 15, 2011

RE: Letter of recommendation for Phoenix I Restoration and Construction, Ltd.

To Whom it may concern:

Over the past year Bailey Architects has had the pleasure of working with Phoenix I Restoration and Construction, Ltd. on the third phase of the restoration of the 1930 Jefferson County Courthouse in Beaumont, TX. The Jefferson County Courthouse is a supreme example of Art Moderne in Texas and, with over 139,000 gross square feet and 14 stories in height, it is also the tallest of the historic courthouses in the state. The project included the complete restoration of the exterior masonry (limestone, brick, terracotta, and sandstone) and steel windows.

Our experience with Phoenix I has been a very successful one, starting with the fact that they have done a wonderful job of planning and scheduling. The latter becomes particularly critical given the fully-operable building with six functional courtrooms. As the job progressed, they adjusted their crew sizes and working hours to maximize limited access times to courtrooms and other key spaces. Their team has also done a superb job of coordinating with the building users, notifying them and keeping them informed on when window installation would happen in their areas. We have received compliments from the building staff, praising them for their clean, timely work, and respectful workers.

Throughout the construction project Phoenix I and their sub-contractors have proven to be organized, professional, and attentive to construction documents. They have a selection of skilled and well-prepared individuals—from laborers to project managers—that are mindful and respectful of historic structures.

This project, like so many other renovation projects, has encountered unexpected conditions. Phoenix I has been very helpful in proposing ideas to help balance out any additional work and stay within the established budget. They have done a good job of sending submittals complete and in a timely fashion, and in keeping the job site safe, clean, and orderly at all times. Though construction is not yet complete, we anticipate completion to be about two months ahead of schedule.

Our experience with Phoenix I on the Jefferson County Courthouse gives us confidence to recommend them for other projects. Please let us know if we can provide any further information.

Sincerely,




Gerald Moorhead, FAIA  
Senior Associate

## HISTORIC COURTHOUSE RESTORATION EXPERIENCE

This is a partial list of over 200 Historical Restoration projects completed since 2002

including

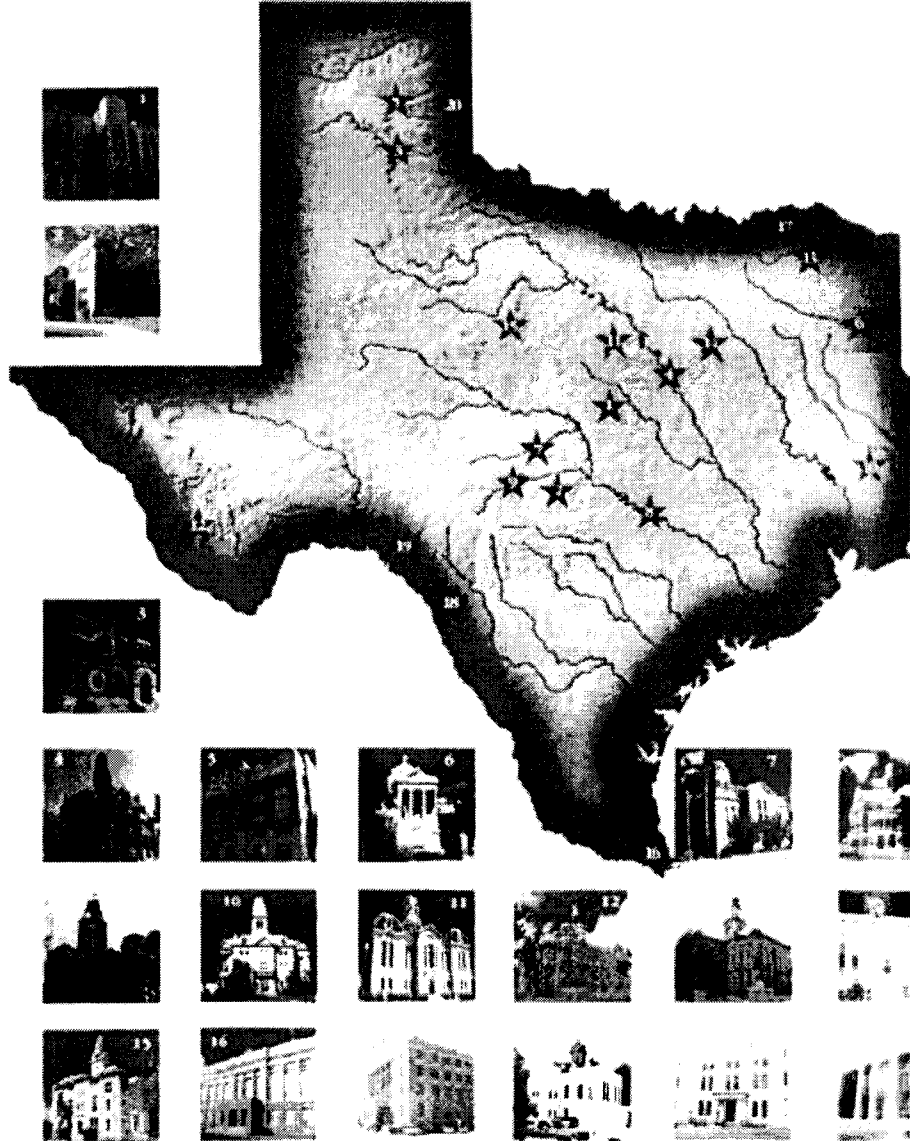
**25 Texas Courthouses**

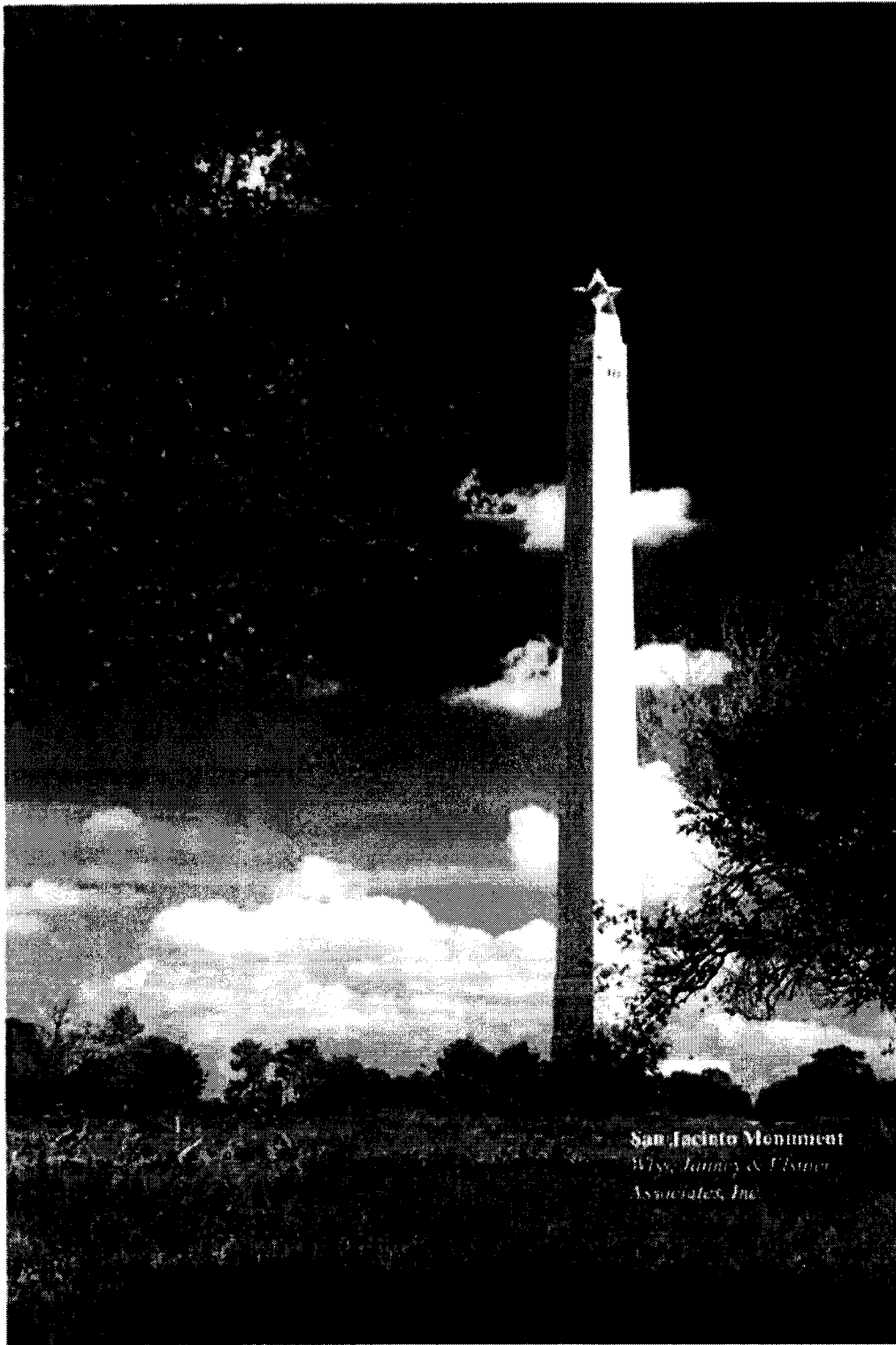


**Phoenix** Texas County Courthouse Restoration Projects include the following:

1. Bosque County Courthouse  
*Architectural Restoration Architect*
2. Burnet County Courthouse  
*Architectural Restoration Architect*
3. Donley County Courthouse  
*Architectural Restoration Architect*
4. Ellis County Courthouse  
*Architectural Restoration Architect*
5. Gray County Courthouse  
*Architectural Restoration Architect*
6. Harrison County Courthouse  
*Architectural Restoration Architect*
7. Lampasas County Courthouse  
*Architectural Restoration Architect*
8. Lee County Courthouse  
*Architectural Restoration Architect*
9. Llano County Courthouse  
*Architectural Restoration Architect*
10. Newton County Courthouse  
*Architectural Restoration Architect*
11. Parker County Courthouse  
*Architectural Restoration Architect*
12. Presidio County Courthouse  
*Architectural Restoration Architect*
13. Red River County Courthouse  
*Architectural Restoration Architect*
14. Rockwall County Courthouse  
*Architectural Restoration Architect*
15. Shackelford County Courthouse  
*Architectural Restoration Architect*
16. Cameron County Courthouse  
*Architectural Restoration Architect*
17. Lamar County Courthouse  
*Architectural Restoration Architect*
18. Maverick County Courthouse  
*Architectural Restoration Architect*
19. Val Verde County Courthouse  
*Architectural Restoration Architect*
20. Wheeler County Courthouse  
*Architectural Restoration Architect*

*Architectural Restoration Architect*





## HISTORIC COURTHOUSE RESTORATION EXPERIENCE

***"Throughout the construction project Phoenix I and their sub-contractors have proven to be organized, professional, and attentive to construction documents. They have a selection of skilled and well-prepared individuals-from laborers to project managers-that are mindful and respectful of historic structures. This project, like so many other renovation project, has encountered unexpected conditions. Phoenix I has been very helpful in proposing ideas to help balance out any additional work and stay within the established budget."***

**Gerald Moorhead, FAIA  
Senior Associate  
Bailey Architects**

***"Mr. Sellers' knowledge and experience in restoration work...attention to detail, project budget and value for the client, brought me to the decision to hire him as a professional consultant ...on the Gray County Courthouse. Phoenix I Restoration and Construction, Ltd. recently completed....work on the Gray County Courthouse under budget, and one month early...would recommend him highly for restoration projects in the future."***

**Larry Irsik, Principal  
ARCHITEXAS**

***"Your professional management and technical skills were well suited for such a complex restoration and the demanding client committee structure."***

**Kim Williams, Principal  
The Williams Company**

***"...It quickly became obvious that you wanted to do the project right in every respect, and many improvements were made along the way as a result of your diligence and attention to detail. In addition, your ability to effectively manage the work of your subcontractors helped bring the project to substantial completion well ahead of schedule."***

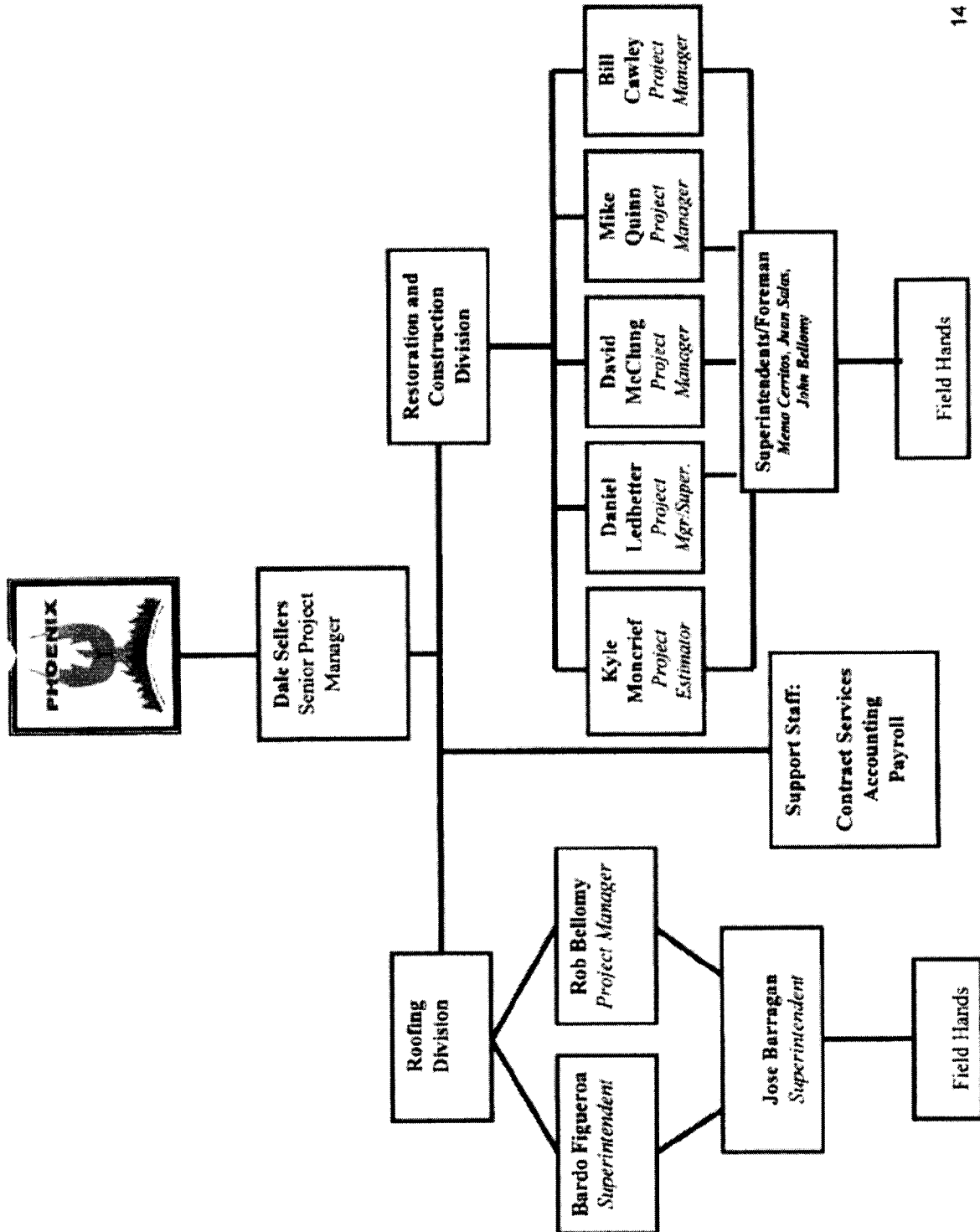
**H. Glenn Reed, Project Architect  
The Williams Company  
(currently Chief Architect, THC Historic Sites Division)**



**Fort Bend County Courthouse Restoration – Request for  
Statement of Qualifications 12-050**

**Phoenix I Restoration and  
Construction, Ltd. is not currently  
involved in Litigation.**

**Phoenix I Restoration and  
Construction, Ltd. has never been  
involved in Litigation**





## Resume

**Dale C. Sellers, BSME, MBA**

President / CEO

Senior Project Manager

Time Commitment to this project – 20% - 100% As required to optimize project efficiency

*With both Engineering and Advanced Business degrees from prominent universities, and 30 years of on-the-job experience, Dale Sellers offers the most rounded education and practical knowledge obtainable in the historic restoration industry.*

**Professional Experience**1999 - Present **Phoenix I Restoration and Construction, Ltd., Dallas, Texas**

President, Senior Project Manager

Plans and directs all aspects of the company's operations, being personally involved in estimating, personnel management, and all construction projects. Coordinates, on a daily basis, the company's projects and project managers. Regularly attends all project meetings, the development of bid packages, performs constructability reviews, value engineering efforts and estimating. Maintains oversight of all budgets, project progress and quality control.

**Of Note:**

As an Engineering and Architectural Cost and Construction Consultant, he utilizes his extensive business, mechanical engineering and historical restoration experience to provide critical input to the design team, from concept to completion. The State Attorney General's Office, the Texas Historic Commission, the Cities of Dallas and Fort Worth, many architects, engineers and attorneys depend on Dale to support their efforts.

1998 – 1999 **Neogard Contract Division, a Div. of Jones-Blair Company, Dallas, Texas**

General Manager

Total management of construction division of Jones-Blair Company, a Dallas icon. Personally involved in estimating, employee management, technical development, strategic planning, marketing, and financial concerns. Additionally, served as Group Manager and Senior Project Manager on multi-disciplined major general contracting projects.

**Of Note:**

- Take-charge style of leadership injected renewed enthusiasm and markedly increased revenues 10-fold in one year.
- Displayed dynamic ability to clearly define and execute stretch-goals of proposed business plan.
- Executed leveraged purchase of company in 1999.

1996 – 1998 **Conley Design Group, Carrollton, Texas**

Strategic Account Manager / Restoration Consultant

Developed national customer base for architectural and engineering firm. Served as technical consultant for major proposals and projects, with special emphasis in historic restoration.

1989 – 1996 **Mid-Continental Restoration, Haltom City, Texas**

Assistant Branch Manager/Chief Estimator

Senior project manager for one of the country's premier masonry restoration firms. Built

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an experienced subcontractor and supplier base for historic and waterproofing restoration projects, establishing prescribed techniques to be used in all projects. Supervised 60+ restoration specialists. Responsible for estimating restoration work and served as a consultant for a number of prestigious architectural and engineering firms.

**Education and Training**

<b><i>Executive Master of Business Administration</i></b>	Degree conferred 1997
Southern Methodist University, Dallas, Texas	
<b><i>Bachelor of Science in Mechanical Engineering</i></b>	Degree conferred 1989
University of Texas at Arlington	
<b><i>Strategic Account Management Seminar</i></b>	1997
Southern Methodist University	
<b><i>Lead Abatement Awareness Training</i></b>	1997
<b><i>Negotiating For Success</i></b>	1995
Alex Karrass	
<b><i>GB 98 General License</i></b>	1994
State of New Mexico	
<b><i>Salesmanship</i></b>	1983
Dale Carnegie and Associates	
<b><i>Management Skills for Supervisors</i></b>	1979

Noteworthy Projects as Senior Project Manager Include:

<b>Gray County Courthouse</b> Pampa, Texas	<b>Sarkey's Energy Center Roof Replacement and Tower Facade Renovations</b> Norman, Oklahoma
<b>Donley County Courthouse</b> Clarendon, Texas	<b>T &amp; P Station</b> Ft. Worth, Texas
<b>Lampasas County Courthouse</b> Lampasas, Texas	<b>Santa Fe Depot</b> Temple, Texas
<b>San Jacinto Monument</b> LaPorte, Texas	<b>Cook County Courthouse</b> Gainesville, Texas
<b>JFK Memorial</b> Dallas, Texas	<b>Texas Discovery Gardens</b> Fair Park, Dallas, Texas
<b>Lee County Courthouse</b> Giddings, Texas	<b>Leon County Courthouse</b> Leon County, Texas
<b>Bosque County Courthouse</b> Meridian, Texas	<b>Dallas Children's Aquarium</b> Fair Park, Dallas, Texas
<b>Rockwall County Courthouse</b> Rockwall, Texas	<b>Women's Museum</b> Fair Park, Texas
<b>Meyerson Symphony Center</b> Dallas, Texas	<b>Hardeman County Courthouse</b> Quanah, Texas
<b>Texas Commerce Bank Tower Plaza Renovation</b> Dallas, Texas	<b>Jefferson County Courthouse</b> Beaumont, Texas
<b>Thanksgiving Tower</b> Dallas, Texas	<b>Leon County Courthouse</b> Centerville, Texas
<b>Cathedral De Guadalupe</b> Dallas, Texas	<b>Shackelford County Courthouse</b> Albany, Texas
<b>Santa Fe Federal Building</b> Dallas, Texas	<b>Presidio County Courthouse</b> Marfa, Texas
<b>Hurt County Courthouse</b> Greenville, Texas	<b>Llano County Courthouse</b> Llano, Texas
<b>Red River County Jailhouse</b> Clarksville, Texas	



Resume

**Kyle Moncrief**  
Chief Estimator

Time Commitment to this project - As required to optimize project efficiency

**Professional Experience:**

2007- Present **Phoenix I Restoration and Construction, Ltd., Dallas, Texas**  
Chief Estimator

Personally performs functions of:

- Project Estimating
- Development of Bid Packages
- Budgetary Estimates and Analysis
- Contract Negotiations/Value Engineering
- Constructability Reviews

**Of Note: Over 400 successful estimates including:**

- **Historic Trinity County Courthouse**, Grovelton, TX – Contracted with Architect to provide detailed estimates to assist in budget establishment.
- **Historic Hood County Courthouse**, Granbury, TX – Provided detailed estimates to assist in budget establishment.
- **Historic Tarrant County Courthouse Clock Tower**, Fort Worth, TX – Hired by the City of Fort Worth to provide detailed estimates to assist in budget establishment.
- **Children’s Aquarium at Fair Park**, Dallas, TX – Successfully negotiated a \$10 million bid down to the budget of \$7.9 million through value engineering.
- **Hardeman County Courthouse**, Quanah, TX – Historical courthouse successfully value engineered into budget
- **Jefferson County Courthouse**, Beaumont, TX – Restoration of a historical courthouse – negotiated value engineering options to keep project under budget.
- **Shackelford County Library**, Albany, TX – Provided detailed estimate and successfully negotiated a Construction Manager at Risk contract on this historical restoration project.

2002 – 2006 **Ranger Remodeling and Restoration**, West Monroe, LA  
Assistant Manager / Estimator for remodeling and restoration company

1999 – 2002 **Cincinnati Reds**, Cincinnati, OH  
Professional Baseball Player

**Education and Training:**

Louisiana Tech University  
Civil Engineering (major) and Mathematics (minor)

2002 – 2006

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## Resume



**Daniel Ledbetter**  
 Senior Project Superintendent  
 Commitment of time to this project - 100%

*Dependability makes Daniel a reliable and capable Superintendent for any project*

**Professional Experience** – With six (6) courthouse restorations and a score of other historical projects, Daniel's experience is unparalleled in the industry. His knowledge of the trades involved allows him to ensure quality control at the highest levels while effectively coordinating all activities and keeping them on schedule.

2001 – Present **Phoenix I Restoration and Construction, Ltd., Dallas, Texas**  
 Superintendent

Coordinates daily workflow in a seamless manner, paying particular attention to safety regulations. Often works ahead of schedule to allow for unforeseen challenges.

Personally performs functions of:

- On-site management
- Scheduling
- Personnel management
- Quality Control / Inspector
- Safety Training

Partial Project Listing:

- Hardeman County Courthouse, Quanah, Texas
- Wheeler County Courthouse, Wheeler, Texas
- Donley County Courthouse, Clarendon, Texas
- Gray County Courthouse, Pampa, Texas
- Bosque County Courthouse, Meridian, Texas
- Leon County Courthouse, Centerville, Texas
- Leon County Annex II Building, Centerville, Texas
- Brazoria County Courthouse Historic Museum, Angleton, Texas
- Shackelford County Library, Albany, Texas
- Sam Rayburn House Rehabilitation, Bonham, Texas
- Children's Aquarium, Fair Park, Dallas, Texas
- Poultry Building, Fair Park, Dallas, Texas
- Tower Building, Fair Park, Dallas, Texas
- Campbell Green Park & Ridgewood Park Improvements and Sprayground, Dallas, Texas
- Lake Highlands North Park Improvements and Sprayground, Dallas, Texas
- Fuel Island Canopy, Dallas, Texas
- Historic Gaines-Oliphint Cabin, Milam, Texas

**Education and Training**

**BA, Business**  
 University of Houston  
**Cathedral Stone**  
 Authorized JAHN Installer

Degree conferred 1997

2005 18



## **Additional Financial Information**

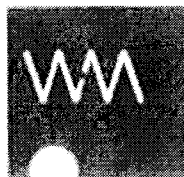
### **Total annual Billings for the last 5 Calendar Years:**

2007 - \$ 7,995,301.00  
2008 - \$ 10,317,444.00  
2009 - \$ 7,358,412.00  
2010 - \$ 12,138,574.00  
2011 - \$ 10,326,201.00

## **Financial References:**

**Bank:** Mr. Kelly Palmer  
President  
ViewPoint Bank  
P. O. Box 869105, MS 212  
Plano, Texas 75086-9105  
Phone: 972/792-2979  
Fax: 469/467-1043

**Bonding:** Mr. Douglas Moore  
President  
Ward & Moore Insurance  
12221 Merit Drive, # 1010  
Dallas, Texas 75251  
Phone: 214/221-8300  
Fax: 214/221-8304



Ward & Moore Insurance Services, LP

June 5, 2012

Fort Bend County  
301 Jackson  
Richmond, Texas 77409

Re: Phoenix I Restoration & Construction, Ltd. - Bonding Confirmation  
Project: Fort Bend County Courthouse Restoration  
ECP: \$4,200,000 GMAX

To Whom It May Concern:

I am pleased to offer this reference letter, regarding Phoenix I Restoration & Construction, Ltd's bonding relationship, for the favorable consideration of Fort Bend County. Our agency has maintained a professional relationship with Phoenix I Restoration & Construction, Ltd since its inception in 1997. During this time, Phoenix I has excelled as a reputable contracting company.

Phoenix I Restoration & Construction, Ltd. maintains an excellent relationship with their bonding companies, International Fidelity Insurance Company and the Everest Reinsurance Company. International Fidelity Insurance Company maintains an AM Best Rating of A- VII ("Excellent") and Everest Reinsurance Company maintains an A+ XV ("Superior") AM Best Rating. The two surety companies' combined U.S. Treasury listing totals \$285,000,000.

Our agency has bonded numerous Texas courthouse restoration projects for Phoenix I, on which they have performed exceptionally well. The Fort Bend County Courthouse Restoration Project, as referenced above, is within a comfortable range for Phoenix I and their surety. As such, our agency is pleased to highly recommend the construction management services of Phoenix I Restoration & Construction, Ltd. to Fort Bend County, with respect to the construction objectives outlined in the Fort Bend County Courthouse Request for Qualifications.

Should the parties achieve success in securing a guaranteed maximum price, within the County's budget, and should the County award a satisfactory construction contract to Phoenix I Restoration & Construction, Ltd., our agency is prepared to issue 100% performance and payment bonds on their behalf, subject to standard underwriting requirements and available capacity at the time a guaranteed maximum price is established.

Please note this letter is not a bid bond or an assumption of liability by any referenced party. It is a bonding reference letter only, issued at the request of our client.

Once again, Ward & Moore Insurance Services, LP is pleased to highly recommend the construction management services of Phoenix I Restoration & Construction, Ltd. to Fort Bend County. I trust this information will meet your requirements. Should you need additional information, please contact me at (214) 221-8300.

Very truly yours,  
Ward & Moore Insurance Services, LP

Douglas Moore, President  
MW Insurance Services, Inc., General Partner  
Attorney-in-fact - International Fidelity Insurance Company

### EXHIBIT F DEVELOPMENT SCHEDULE

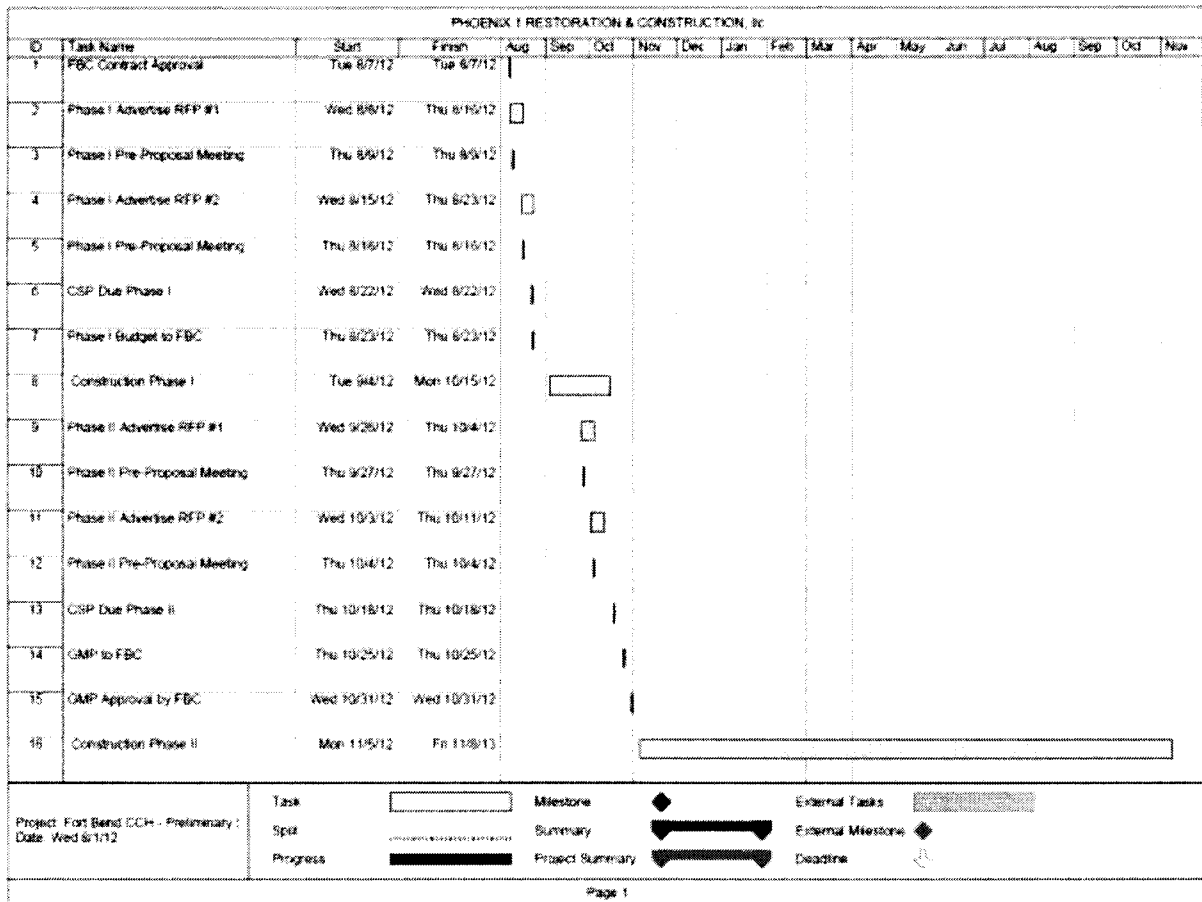


EXHIBIT G

COMPONENT CHANGE ORDER

CONSTRUCTION MANAGEMENT AGREEMENT  
PROPOSED COMPONENT CHANGE ORDER NO.

TO: Fort Bend County Commissioners Court  
301 Jackson St., Suite 719  
Richmond, Texas 77469  
Attn: Robert Hebert, PH.D., County Judge  
Facsimile Number: (281) 341-8609

Gentlemen:

This proposed Component Change Order is submitted pursuant to Article 4 of the Construction Management Agreement dated August 7, 2012, the terms of which are incorporated herein by reference.

Having carefully examined the Component Construction Documents prepared (*Architect*) and approved by Owner on , 20\_\_, listed on attached Schedule A (*Construction Documents*), as well as the premises and conditions affecting the Work, the undersigned submits this proposed Component Change Order under Article 4 of the Construction Management Agreement to furnish all service, labor and materials called for by the Construction Documents for the entire Work in accordance with the aforesaid Construction Documents and the Construction Management Agreement.

Project No.

Description of Change:

The Change Order sum is \$\_\_\_\_\_.

The Change Order Sum is comprised of the following amounts:

- |    |   |    |
|----|---|----|
| 1. | Construction Sum due Trade Contractor<br>or Trade Supplier  | \$ |
| 2. | Construction Manager's Estimated Cost<br>for Work or Material Supplied by<br>Construction Manager | \$ |
| 3. | Construction Manager's Contingency  | %  |
| 4. | Construction Manager's Fee  | %  |

The Construction Budget is attached as Schedule B.

The Project Progress Schedule is attached as Schedule C.

The undersigned guarantees the final completion of the Work on or before the Date of Final Completion which is \_\_\_\_\_, 20\_\_.

The undersigned agrees that this proposed GMP Change Order, together with the Notice of Acceptance, shall constitute an amendment to the Construction Management Agreement for the performance by the undersigned of the Work for the above-stated compensation in accordance with the Project Progress Schedule and within the time specified for the Dates of Substantial and Final Completion in accordance with the Contract Documents and shall constitute an amendment to the Construction Management Agreement by Change Order, if approved and agreed upon by the Owner.

We have visited the site and familiarized ourselves with the conditions under which the Work described in the Contract Documents is to be performed and correlated our observations with the requests of the contract Documents, including the requirements set forth in Schedule A.

DATED: \_\_\_\_\_, 20\_\_\_\_.

RECOMMENDED FOR OWNER'S ACCEPTANCE:

\_\_\_\_\_  
Supervising Architect

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

\_\_\_\_\_  
Construction Manager

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

\_\_\_\_\_  
Program Manager

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

Donald G. Brady  
Director, Fort Bend County Facilities Management and Planning

\_\_\_\_\_

APPROVED:

OWNER  
County of Fort Bend Commissioners Court

BY: \_\_\_\_\_  
Robert E. Hebert, County Judge

ATTEST:

BY: \_\_\_\_\_  
Dianne Wilson, County Clerk

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in an amount not to exceed \$\_\_\_\_\_, plus \$\_\_\_\_\_ in Reimbursable Expenses, to accomplish and pay the obligation of Fort Bend County in the foregoing matter.

---

Robert Ed Sturdivant, County Auditor

**NOTICE OF ACCEPTANCE**

*for*

PROJECT NO.

TO: \_\_\_\_\_ (*Construction Manager*)  
\_\_\_\_\_  
\_\_\_\_\_

Notice is hereby given to Construction Manager that the Owner hereby ACCEPTS the foregoing Component Change Order.

DATED: \_\_\_\_\_, 20\_\_\_\_.

Fort Bend County Commissioners Court

BY:  
Owner Representative

EXHIBIT H

GUARANTEED MAXIMUM PRICE  
CHANGE ORDER  
for  
PROJECT NO. \_\_\_\_\_  
PROJECT NAME AND DESCRIPTION

TO: Fort Bend County Commissioners Court  
301 Jackson St., Suite 719  
Richmond, Texas 77469  
Attn: Robert Hebert, PH.D., County Judge  
Facsimile Number: (281) 341-8609

Gentlemen:

In accordance with Article 4.1 of the Construction Management Agreement dated \_\_\_\_\_, 20\_\_\_\_, Project No. \_\_\_\_\_, the undersigned offers to provide all services, labor and material to perform in accordance with Contract Documents construction of the Project described in the Design Development Submittal and the revisions thereto by Construction Document Change Orders, entered into prior to the date of this proposal, prepared by Architect and Construction Documents to be hereafter prepared by the Architect in accordance with Schedule A and the Construction Management Agreement, for a Guaranteed Maximum Price of \$\_\_\_\_\_.

The undersigned guarantees the material completion of the Work on or before the Date of Material Completion which is \_\_\_\_\_, 20\_\_\_\_\_.

The undersigned guarantees the final completion of the Work on or before the Date of Final Completion which is \_\_\_\_\_, 20\_\_\_\_\_.

The Guaranteed Maximum Price of \$\_\_\_\_\_ is comprised of the following components:

1.	Estimated Cost of the Work	\$
2.	Construction Manager's Contingency (includes Construction and Design Contingency)	\$
3.	Construction Manager's Fee	\$
4.	Construction Manager's Maximum Construction Overhead Costs	\$
	TOTAL (Guaranteed Maximum Price)	\$

This proposed GMP Change Order is based on the Design Development Submittal and the revisions thereto by Construction Document Change Orders, entered into prior to the date of this proposal, and Construction Documents to be hereafter prepared by the Architect in accordance with the assumptions stated in Schedule A and the Construction Management Agreement.

The proposed GMP Change Order is based on the preparation by the Architect and addition to the Construction Management Agreement by Construction Document Change Order of Construction Documents embodying revisions of the Design Development Submittal described in Schedule A which lists the most recent drawings, specifications, and other documents which describe the proposed revisions.

The Estimated Cost of the Work includes the allowances listed in Schedule B and each allowance notes whether the allowance covers furnish and delivery or furnish, delivery and installation. The Estimated Cost of the Work (but not the Construction Manager's Contingency or Fee) is subject to increase to the extent Actual Cost for the Work covered by allowances exceed the amount set forth in Schedule B.

The Guaranteed Maximum Price does not include items listed in Schedule C.

A Construction Documents Schedule is attached as Schedule D.

A Shop Drawing Approval Schedule is attached as Schedule E.

A Component Schedule is attached as Schedule F.

A Project Progress Schedule is attached as Schedule G.

A Construction Budget is attached as Schedule H.

The concurrence of the Architect to Schedules D, E and F is attached as Schedule I.

Each of Schedules A through I are part of this Proposed GMP Change Order and are incorporated herein by reference.

The Dates of Material and Final Completion and the Guaranteed Maximum Price are subject to adjustment in the manner provided by the Construction Management Agreement.

This offer is submitted as the proposed GMP Change Order pursuant to Article 4.1 of the Construction Management Agreement. The terms of the Construction Management Agreement are incorporated herein by reference.

The undersigned agrees that this proposed GMP Change Order, together with the Notice of Acceptance, shall constitute an amendment to the Construction Management Agreement for the performance by the undersigned of the Work for the above-stated compensation in accordance with the Project Progress Schedule and within the time specified for the Dates of Substantial and Final Completion in accordance with the Contract Documents and shall constitute an amendment to the Construction Management Agreement by Change Order, if approved and agreed upon by the Owner.

We have visited the Site and familiarized ourselves with the conditions under which the Work described in the Contract Documents is to be performed and correlated our observations with the requirements of the Contract Documents, including the requirements set forth in Schedule A.

DATED: \_\_\_\_\_, 20\_\_\_\_.

RECOMMENDED FOR OWNER'S ACCEPTANCE:

\_\_\_\_\_  
Supervising Architect

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

\_\_\_\_\_  
Construction Manager

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

\_\_\_\_\_  
Program Manager

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

Donald G. Brady  
Director, Fort Bend County Facilities Management and Planning

\_\_\_\_\_

APPROVED:

Owner  
County of Fort Bend Commissioners Court

BY: \_\_\_\_\_  
Robert E. Hebert, County Judge

ATTEST

BY: \_\_\_\_\_  
Dianne Wilson, County Clerk

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in an amount not to exceed \$\_\_\_\_\_, plus  
\$\_\_\_\_\_ in Reimbursable Expenses, to accomplish and pay the obligation of Fort Bend County in the  
foregoing matter.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

**NOTICE OF ACCEPTANCE**

*for*

PROJECT NO. \_\_\_\_\_  
PROJECT NAME AND DESCRIPTION

TO: \_\_\_\_\_ (*Construction Manager*)

\_\_\_\_\_  
\_\_\_\_\_

Notice is hereby given to Construction Manager that the Owner hereby ACCEPTS the foregoing GMP Change Order.

DATED: \_\_\_\_\_, 20\_\_\_\_.

Fort Bend County Commissioners Court

BY: \_\_\_\_\_  
Owner Representative

EXHIBIT I  
SPECIMEN CHANGE ORDER

DIRECTIONS TO ARCHITECT:

Please prepare a change order in the form and wording given below, deleting inapplicable wording and adding such explanations as may be necessary. The wording in Paragraph 11 may not be changed or altered in any way by either the Architect or the Construction Manager. Send four copies, signed by you and the Construction Manager, to the Owner. Do not forward a change order unless it is accompanied by a breakdown which has been certified by the Resident Engineer Inspector.

-----  
Date:

Fort Bend County Commissioners Court  
301 Jackson St., Suite 719  
Richmond, Texas 77469  
Attn: Robert Hebert, PH.D., County Judge  
Facsimile Number: (281) 341-8609

RE: Change Order No.  
Project No. & Name of Project

(Note to Architect: Please leave the Change Order number blank. A number will be assigned by the Owner and will be inserted in the blank space at the time of execution by the Owner.)

1. Submission of this change order for consideration was authorized by letter from the Owner dated \_\_\_\_\_, Encumbrance Record No. \_\_\_\_\_.

(Note to Architect: No change order should be forwarded unless you have been furnished with a letter from the Owner authorizing same. Please follow suggestions issued to you earlier concerning the obtaining of a letter authorizing preparation of a change order. See paragraph 10 of "Memorandum to Architect re: Supervision of Improvements". )

2. The changes hereinafter described are applicable to the contract for the construction of \_\_\_\_\_ at \_\_\_\_\_, executed by and between Fort Bend County, Texas, the Owner, and \_\_\_\_\_ the Construction Manager, dated \_\_\_\_\_.

3. Description of Change:

(Note to Architect: Be sure to give a complete statement describing the changes in the work, including the specifications. If drawings are necessary, refer to them by date, etc., and state they are to be made a part of the change order. Copies of drawings should be attached to the change order. )

4. This change order is deemed necessary and originated with the (Architect) (Owner) (Construction Manager) (Using Agency).

(Note to Architect: In preparing change order, delete inapplicable language appearing in parentheses. )

5. The change(s) is (are) necessary to:

(Note to Architect: Give a complete description of conditions which necessitate the change. )

6. The amount of the change order was determined by:

- a. Estimate and acceptance in lump sum.
- b. Unit prices stated in contract or subsequently agreed upon.
- c. Cost and percentage as described in general conditions.

(Note of Architect: Use applicable wording in preparing change order. )

7. A memorandum is attached showing cost breakdown of labor and materials by unit and quantities as prepared by the Construction Manager and same has been certified by the Resident Engineer Inspector.

8. We have verified the fact that all quantities shown are accurate and do not exceed actual requirements. We have verified the fact that all prices are fair and equitable and do not exceed current costs for like services or materials.

(Note to Architect: Please observe the fact that verification of quantities and prices means the Architect who signs the change order has personal knowledge that the quantities shown in the memorandum referred to under paragraph seven of the change order are correct, that he has personally satisfied himself that full credit has been extended for any work or, and that he has conclusively established by such checking or inquiry as may be necessary that the prices and allowances shown in the memorandum are in line with current costs for like services and materials.)

9. The Construction Manager shall be allowed \_\_\_\_\_ additional calendar days for completion.

(Note to Architect: Please insert the number of additional days allowed, or, if no additional time is allowed, insert the word "None".)

10. The Guaranteed Maximum Price shall be *(increased) (decreased)* by \_\_\_\_\_ on account of this change.

(Note to Architect: Please delete inapplicable language in parentheses and enter the amount for this change.)

11. The payment and extension of time (if any) provided by this change order constitutes compensation in full on behalf of the Construction Manager and its Trade Contractors and suppliers for all costs and markups, directly and indirectly attributable to the changes ordered herein, for all delays related thereto and for performance of changes within the time stated.

RECOMMENDED FOR OWNER'S ACCEPTANCE:

\_\_\_\_\_  
Supervising Architect

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

\_\_\_\_\_  
Construction Manager

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

\_\_\_\_\_  
Program Manager

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

Donald G. Brady  
Director, Fort Bend County Facilities Management and Planning

\_\_\_\_\_

APPROVED:

Owner  
County of Fort Bend Commissioners Court

BY: \_\_\_\_\_  
Robert E. Hebert, County Judge

ATTEST:

BY: \_\_\_\_\_  
Dianne Wilson, County Clerk

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in an amount not to exceed \$\_\_\_\_\_, plus  
\$\_\_\_\_\_ in Reimbursable Expenses, to accomplish and pay the obligation of Fort Bend County in the  
foregoing matter.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

EXHIBIT J WAGE RATES AND LABOR COST

**SCHEDULE OF STAFF RATES**

Should services be required of any of the below listed staff positions, Phoenix I Restoration and Construction, Ltd. will be reimbursed at the corresponding rate:

Project Executive	\$__N/A____ per hour
Account Executive	\$__N/A____ per hour
Director of Preconstruction Services	\$__N/A____ per hour
Chief Estimator	\$51.00 per hour
Senior Estimator	\$ __N/A____ per hour
Estimator	\$47.50 per hour
Estimator Trainee	\$__N/A____ per hour
Administrative Assistant	\$38.75 per hour
Senior Project Manager	\$100.37 per hour
Project Manager	\$61.75 per hour
Assistant Project Manager	\$ __N/A____ per hour
Field/Office Engineer	\$__N/A____ per hour
MEP/BIM Personnel	\$__N/A____ per hour
Senior Project Coordinator	\$ __N/A____ per hour
Project Coordinator	\$__N/A____ per hour
Commissioning	\$ __N/A____ per hour
Safety Engineers	\$__N/A____ per hour
Quality Assurance Personnel	\$ __N/A____ per hour
General Superintendent	\$61.75 per hour
Senior Superintendent	\$ __N/A____ per hour
Superintendent	\$48.50 per hour
Assistant Superintendent	\$42.00 per hour
Superintendent Trainee/Foreman	\$34.00 per hour

The above rates include wages, taxes, fringe benefits, vacation, training and DPE, and are good from August 7, 2012, through November 30, 2013.

NOTE: All labor burdens including but not limited to travel costs/per diem, vehicle expenses, cellular phones, computer expenses, FICA, Social Security, health insurance, vacation/holiday accruals are included in above rates.

**I. Prevailing Wage Rate:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX120089 04/20/2012 TX89  
Superseded General Decision Number: TX20100115

State: Texas  
Construction Type: Building  
County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	04/20/2012

ASBE0022-002 02/02/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.27	8.92
* BOIL0074-002 01/01/2012		
BOILERMAKER	\$ 23.06	20.28
CARP0551-003 04/01/2008		
Carpenter (Acoustical Ceiling Work Only)	\$ 21.00	6.43
ELEC0716-004 08/29/2011		
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers)	\$ 27.65	7.70

ELEV0031-001 01/01/2012

ELEVATOR MECHANIC \$ 37.355 23.535

FOOTNOTES: A 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

PLAS0681-002 04/01/2005

PLASTERER

Galveston County \$ 20.15 3.20

PLUM0068-005 11/21/2011

Plumbers (Excluding HVAC Pipe) \$ 29.54 9.44

PLUM0211-007 10/01/2011

Pipefitters (Excluding HVAC Pipe) \$ 28.88 9.91

SFTX0669-001 04/01/2012

SPRINKLER FITTER (Fire Sprinklers) \$ 25.84 16.47

SHEE0054-005 07/01/2011

Sheet Metal Worker (Includes HVAC System Installation  
And Excludes HVAC Duct) \$ 25.37 7.99

SUTX2005-014 04/28/2005

Asbestos Abatement Worker (Ceilings, Floors, & Walls) \$ 14.00 0.00

BRICKLAYER \$ 18.00 0.00

Carpenter (excluding Acoustical Ceiling Work) \$ 15.94 0.00

CEMENT MASON/CONCRETE FINISHER \$ 12.75 0.00

DRYWALL FINISHER/TAPER \$ 12.21 0.92

Drywall Hanger (Including Metal Stud Install) \$ 12.49 1.38

Formbuilder/Formsetter	\$ 11.03	0.00
GLAZIER	\$ 14.01	2.72
INSULATOR -BATT AND FOAM	\$ 11.00	0.00
IRONWORKER, REINFORCING	\$ 12.01	0.00
IRONWORKER, STRUCTURAL	\$ 16.15	0.00
Laborers:		
Common	\$ 9.60	0.00
Mason Tender (Brick)	\$ 10.27	0.00
Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER	\$ 10.75	1.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana, 2004 is the year of the survey, and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

PERIODICAL ESTIMATE NO. \_\_\_\_\_ PROJECT NO. \_\_\_\_\_  
 CERTIFICATE OF THE CONSTRUCTION MANAGER OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on this Periodical Estimate No. \_\_\_\_\_ are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between \_\_\_\_\_

and \_\_\_\_\_ (Owner) dated \_\_\_\_\_  
 (Construction Manager)

and all authorized changes thereto; and that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "amount due this estimate" has been received.

- (a) Total amount earned for work in place (original contract).....\$
- (b) Total amount earned for work in place (change orders).....\$
- (c) Value of materials stored at site.....\$
- (d) Total amount earned ( (a) plus (b) plus (c) ).....\$
- (e) Amount retained (10%).....\$
- (f) Total earned less retained percentage ( (d) minus (e) ).....\$
- (g) Total previously approved.....\$
- (h) Amount due THIS ESTIMATE ( (f) minus (g) ).....\$
- (i) Retainage payment to (subcontractor)(subcontractors) per Paragraph 4 of the Form of Agreement.....\$
- (j) AMOUNT DUE GENERAL CONSTRUCTION MANAGER ( (h) minus (i) ).....\$

I further certify that all claims outstanding against the undersigned Construction Manager for labor, materials, and expendable equipment employed in the performance of said contract have been paid in full in accordance with the requirements of said contract, except such outstanding claims as are listed below or on the attached sheet, which statement contains all claims against the Construction Manager which are not yet paid, including all disputed claims and any claims to which the Construction Manager has or will assert any defense.

I further certify that all of the materials indicated on this Periodical Estimate as being stored on the site, but not yet incorporated into the building, have been purchased, delivered, and are now stored on the site for future incorporation into the building and until so incorporated the title to same is, upon payment of this statement, vested in the Owner. Furthermore, the undersigned Construction Manager assumes full responsibility for the existence, protection, and, if necessary, replacement of the above-mentioned materials until the completion of this contract.

Construction Manager \_\_\_\_\_ By \_\_\_\_\_  
 Date \_\_\_\_\_ Title \_\_\_\_\_

CERTIFICATE OF THE RESIDENT ENGINEER INSPECTOR

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Construction Manager and that the Construction Manager's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name \_\_\_\_\_ Resident Engineer Inspector. Date: \_\_\_\_\_  
 CERTIFICATE OF THE SUPERVISING ARCHITECT

I certify that I have verified this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Construction Manager and that the Construction Manager's certified statement of his account and the amount due him is correct and just and that all work and material in this Periodical Estimate have been performed in full accordance with the terms and conditions of the contract documents and authorized changes thereto.

Name \_\_\_\_\_ Supervising Architect. Date: \_\_\_\_\_

**SCHEDULE OF CHANGE ORDERS**



For the period from \_\_\_\_\_, through \_\_\_\_\_ inclusive.

Project No.

Name and location of Project

Construction Manager's Name and Address

**WORK INCLUDED IN ORIGINAL CONTRACT**

DETAILED ESTIMATE				WORK PERFORMED TO DATE			
Item No. (1)	No. & Kind of Units (2)	Unit Price (3)	Estimated Cost (4)	No. of Units (5)	Amount Earned to Date (6)	Value of Incomplete Work (7)	Percent Complete (8)
A. Total Amount of original contract							
B. Plus or minus total previously approved C. O.'s Nos.-----incl.							
C. Plus or minus C. O.'s Nos.-----incl. approved during period covered by this est.-----							
D. Total Net Adjusted Amt.							

**SUMMARY OF MATERIALS STORED**

In support of Periodical Estimate for Partial Payment No.

Project No. \_\_\_\_\_ Period Ending:

Construction Manager:

ITEM NO.	NAME (Construction Manager or Trade Contractor)	TYPE OF MATERIAL	QUANTITY	AMOUNT (Dollars)
		TOTALS		

Prepared by \_\_\_\_\_ for \_\_\_\_\_  
(Construction Manager)

Date \_\_\_\_\_, and certified by him to be a true and accurate statement.

Checked and concurred in:

By: \_\_\_\_\_  
Resident Engineer Inspector

Date:

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

On receipt by the signer of this document of a check from Fort Bend County in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Fort Bend County located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date \_\_\_\_\_  
 \_\_\_\_\_ (Company name)  
 By \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Title)

SUBSCRIBED AND SWORN TO BEFORE ME this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
 NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: \_\_\_\_\_  
 EXHIBIT K: SCHEDULE 1

***Trade Contractor Payment Report of Work Subcontracted***

Reporting Period: From: \_\_\_\_\_ to \_\_\_\_\_

Construction Manager \_\_\_\_\_  
 Contract Amount \_\_\_\_\_

Trade Contractor /Supplier	Total Contracted Amount	Amount paid this reporting period	% of earned progress to date	Total amount paid to date


I hereby certify by signing below that \_\_\_\_\_ (Construction Manager) has made timely payments from proceeds of prior payments, and will make payments within five (5) calendar days of receipt of funds now due from Fort Bend County to our Trade Contractors and suppliers in accordance with contractual arrangements with them.

To be reported with each invoice submitted:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT K: SCHEDULE 2**

**TRADE CONTRACTOR/SUPPLIER PAYMENT RELEASE**

**(To Trade Contractor:** This form is to be completed by the Trade Contractor or Supplier for each payment received from the Construction Manager. The original of this document will be submitted with the Construction Manager's Application for Payment that is through the date of the Construction Manager's PRECEDING Application for Payment.)

**(To Construction Manager:** This Release must correspond with the previous Trade Contractor Payment Report of Work Subcontracted.)

Name of Trade Contractor

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone ( ) \_\_\_\_\_

**I hereby certify that Subcontractor received payment on \_\_\_/\_\_\_/\_\_\_ for the period from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ in the amount of \$\_\_\_\_\_ as a (CHECK ONE): \_\_ partial \_\_ final payment as noted in Construction Manager's Trade Contractor Payment Report of Work subcontracted dated \_\_\_\_\_.**

(TO BE SIGNED BY OFFICER OF THE COMPANY)

Signature

\_\_\_\_\_

Printed or Typed Name of Officer

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

EXHIBIT L

IDENTIFICATION OF CONSTRUCTION MANGER'S PROJECT TEAM

Dale Sellers, Senior Project Manager  
Bardo Figueroa, Superintendent  
Rob Bellomy, Project Manager