

CAD 6  
# 3

STATE OF TEXAS                   §  
COUNTY OF FORT BEND       §

**INTERLOCAL AGREEMENT FOR REIMBURSEMENT FOR  
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES**

This Interlocal Agreement, authorized by Texas Government Code Chapter 791, made and entered into by and between Fort Bend County, acting by and through its Commissioners Court, hereinafter called "County," and Fort Bend County Assistance District No. 6 ("CAD 6"), acting by and through its Board of Directors, both body corporates and politics under the laws of the State of Texas.

**RECITALS:**

WHEREAS, County desires to engage Sustaita Architects, Inc. (hereinafter "Contractor") to provide professional architectural and engineering services (hereinafter, "Services") for improvements to a single story community center, known as the Fort Bend County Four Corners Community Service Center, located at 15700 Old Richmond Road, Fort Bend County, Texas (hereinafter, "Project"); and

WHEREAS, CAD 6 has been created to fund, among other things, the maintenance or improvement of libraries, museums, parks, or other recreational facilities; and

WHEREAS, CAD 6 finds the Fort Bend County Four Corners Community Service Center is a recreational facility located within the boundaries of CAD 6, and the maintenance of or improvements to such is authorized under Local Government Code Section 387.003; and

WHEREAS, CAD 6 levies a one percent (1%) sales tax and has determined that the expenditure of sales tax funds for the Services to promote the Project serves a public purpose; and

WHEREAS, it is the mutual benefit of the County and CAD 6 to improve the existing Fort Bend County Four Corners Community Service Center facility by reimbursing County the costs of Services to be provided by Contractor, which will include architectural, civil, structural, MEP and landscape design services.

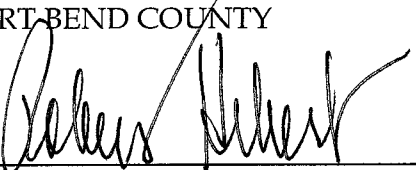
WHEREAS, provision of Services, and the Project as a whole, will enhance the recreational facility and provide an improved amenity to the service area, and such Project is desired by the County and CAD 6.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties, it is agreed as follows:

1. Period of the Agreement. This Agreement becomes effective on the date signed by the last party and shall remain in effect until the Project is completed and the County has been reimbursed in full.
2. Scope of Work. The scope of the Services shall be limited to the scope authorized by the County in the Agreement for Professional Architectural & Engineering Services (hereinafter, "Services Agreement"), attached as Exhibit "A", incorporated by reference as if set forth herein verbatim.
3. County's Responsibilities.
  - A. County is responsible for the administration and management of the Services and completion of the Project in accordance with all applicable state and federal laws.
  - B. Upon completion of the Project, the County shall issue a "Notification of Completion," acknowledging that the Project has been completed.
4. Reimbursement by CAD 1. The Fort Bend County Auditor is hereby authorized to reimburse the County, for costs incurred by the County under the Services Agreement, from available CAD 6 sales tax revenues for a total amount not to exceed \$165,015.00, as shown in Exhibit A.
5. Entire Agreement. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by all parties hereto. Attached hereto are Exhibits A and B, which are made part of the Agreement.
6. Termination of this Agreement. This agreement is not subject to termination prior to completion and reimbursement of the Services. Upon completion of the Project and full reimbursement to the County, this Agreement shall be terminated.
7. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

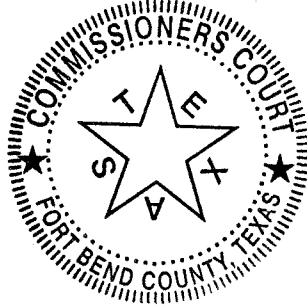
IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

FORT BEND COUNTY

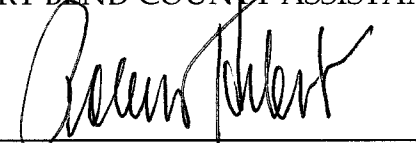
By   
Robert E. Hebert, County Judge

Attest:

  
Laura Richard, County Clerk

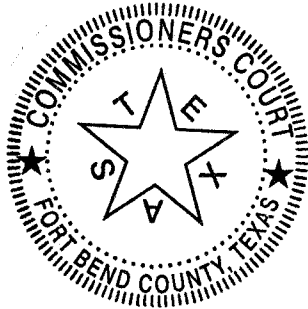


FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1

By   
Robert E. Hebert, Director

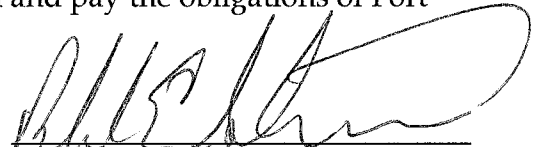
Attest:

  
Laura Richard, County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available to accomplish and pay the obligations of Fort Bend County Assistance District No. 6 herein.

  
Ed Sturdivant, County Auditor

# EXHIBIT A

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Sustaita Architects, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional architectural and engineering services for a single story community service facility, known as the Fort Bend County Four Corners Community Service Center, located at 15700 Old Richmond Road, Fort Bend County, Texas (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in the proposal for architectural and engineering services dated June 4, 2015, (attached hereto as Exhibit A).

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred sixty-five thousand dollars and no/100 (\$165,015.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The Maximum Compensation shall be allocated as follows and also described in Exhibit A:

3.1.1 Stipulated sum basis in the amount of \$159,950.00

3.1.2 Reimbursable expenses at estimated amount of \$5,065.00

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff designated by Facilities & Planning Director, one (1) electronic (pdf) and two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred sixty-five thousand dollars and no/100 (\$165,015.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred sixty-five thousand dollars and no/100 (\$165,015.00).

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than July 31, 2016. Contractor shall

complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Termination**

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County.

Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's 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:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information; provided however, that Contractor may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information

should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Facilities & Planning  
Attn: Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Sustaita Architects, Inc.  
2825 Wilcrest, Suite 250  
Houston, Texas 77042

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Representation**

16.1 Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

16.2 Contractor will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas,

for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

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

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2015.

FORT BEND COUNTY

SUSTAITA ARCHITECTS, INC.

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

\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent - Printed Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
James Knight  
Facilities Management/Planning Director

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A

**Sustaita Architects, Inc.**  
Architects • Planners

**Fort Bend County  
Four Corners  
Community Service Facility  
A/E Services Proposal  
June 4, 2015**

**Project Description**

Architectural/Engineering services are offered in this proposal for a single story community service facility with an approximate 15,000 s.f. which will be located in Fort Bend County at 15700 Old Richmond Road. A/E services will include architectural, civil, structural, MEP, and landscape design.

**DESIGN PROGRAM PARAMETERS**

1. Site Design
  - a. Expand existing parking provisions as required by ordinances.
  - b. Determine storm water detention requirements based on total addition of impervious surfaces to the site.
  - c. Determine required landscape provisions by ordinance.
  - d. Include additional consideration for site lighting.
  - e. Confirm availability of water and sanitary sewer infrastructure with the local utility district.
  - f. Calculate required electrical load and contact utility company for augmentation of service.
  
2. Building design at minimum will contain the following spaces:
  - a. Lobby entrance/Reception area
  - b. Administrative and Support offices
    - Sheriff's Department
    - Parks Department
    - YMCA
    - Fresh Water District
    - Staff work room
  - c. Large and small Multi-purpose rooms
  - d. Classroom/Computer room
  - e. Breakroom (Employee)
  - f. Staff Restrooms
  - g. Storage Rooms
  - h. Mechanical Room
  - i. Vending Foyer
  - j. Gymnasium with bleacher seating
  - k. Gymnasium storage
  - l. Public Restrooms
  - m. Janitorial
  - n. Electrical/FSR rooms
  - o. Circulation Space
  - p. Wellness
  - q. Arts and Crafts room with storage
  - r. A Kids Zone with sick care provisions

**A/E Scope of Services**

1. **Pre-Design Phase**
  - a. Develop a program-for-design from information acquired from Fort Bend County Personnel, the building users, and the community's building committee.
  - b. Perform the applicable code and ordinance search for this building type.
  - c. Assist Fort Bend County with the acquisition of a Geotechnical Report.
  - d. Assist Fort Bend County with the acquisition of a Topographic Survey
  - e. Verify availability of utilities
  - f. Develop a preliminary project budget based on the completed program for design
  
2. **Schematic Design Phase**

Based on final approval of the program-for-design, the A/E team will develop a preliminary site plan layout, building floor plans, building sections, and building aesthetic appearance for Fort Bend County's approval.
  
3. **Design Development Phase**

Based on approval of the schematic design, the A/E will further develop the site and building plans to include all materials and building components to be specified in the documents for construction. Final building materials and MEP system selections will be made in collaboration with Fort Bend County Personnel to ensure compatibility and adherence to the County's Building Standards.
  
4. **Construction Documents Phase**

Prepare drawings and specifications for permit submittal and for construction. Plan set will consist of site plan, floor plans, elevations, sections, details, and schedules. Specifications will be in the MasterSpec format. All drawings will be in AutoCAD. Architect will oversee, coordinate, and check the work performed by the landscape architect, civil, structural and MEP engineers.
  
5. **Bidding Phase**

Assist Fort Bend County during this phase by attending a pre-bid conference, issuing contract documents, issuance of addenda, and evaluating final bids. If necessary, the A/E will assist with Value-Engineering.
  
6. **Construction Administration Phase**

Assist Contractor during this phase by reviewing subcontractor's submittals, responding to RFI's, and visiting site on a weekly basis to observe completed work and to attend construction coordination meetings. A/E team will also administer construction activities per the AIA agreement standards.

**Project Costs Not Included in this Agreement**

- a. Letter of Utility Availability
- b. Property plat if required
- c. Soils Investigation Report
- d. Topographic and boundary surveys
- e. Governmental authority fees
- f. ACM Testing and Reporting
- g. Utilities Plans and Profiles
- H. Traffic Control Plans

**A/E Compensation**

Base compensation shall be on a stipulated sum basis in the amount of One hundred fifty-nine thousand, nine hundred fifty dollars (\$159,950).

Invoices for services will be submitted in 30 day intervals for percentage of work completed and are due within 30 days of receipt.

**Reimbursables**

Reimbursable expenses are estimated at \$5,065 and shall include:

- a. Printing costs
- b. Delivery costs
- c. Permit related fees
- d. TDLR Accessibility Fees

**Extra Services**

Extra Services beyond this project will be performed on a stipulated sum basis and only when requested by Fort Bend County in writing.

Proposal is Respectfully Submitted By:



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Abram Q. Sustaita, AIA  
Sustaita Architects, Inc.