

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

**AGREEMENT FOR CONSTRUCTION – JUSTICE CENTER EXPANSION  
 RFP 17-037**

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 Brookstone, LP (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor complete construction of a 98,692 square foot, three-level addition to the existing Fort Bend County Justice Center that will connect to the existing at all three (3) levels and match the exterior material including cast stone, brick, window systems, and standing seam roofing, (hereinafter "Services") pursuant to RFP 17-037; 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**

1.1 Contractor shall render Services to County as defined in the Proposal dated February 8, 2017 (attached hereto as Exhibit A).

1.2 In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

**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 exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is twenty million four hundred forty-seven thousand dollars and no/100 (\$20,447,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

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 Contractor shall submit all "Applications for Payment" (as herein defined) for installments of the Maximum Compensation for approval and processing to County staff designated by the Facilities Management & Planning Director, one (1) electronic (pdf) or one (1) original on a monthly basis showing the amounts due for services performed on or before the tenth (10<sup>th</sup>) day of each calendar month during the progress of the Services. Each Application for Payment shall be in a form acceptable to the County and shall reflect any amount representing the proportionate part of the Services performed during the previous month. As support of each Application for Payment, Contractor shall submit the following in a form acceptable to the County Auditor:

3.3.1 A statement in the form of the current Application and Certificate for Payment, as published by the American Institute of Architects ("Application for Payment") executed by Contractor certifying that:

3.3.1.1 The proportionate part of the Services described in such Application for Payment has been performed;

3.3.1.2 Contractor's amount included in the Application for Payment attributable to the Services provided is due and owing;

3.3.1.3 There are no known mechanics' or materialmen's liens outstanding as of the date of the Application for Payment or if such liens are known, such have been adequately bonded;

3.3.1.4 All due and payable bills with respect to the Services have been paid to date or are included in the amount requested in the current Application for Payment, and

3.3.1.5 Except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Services.

3.3.2 A partial lien waiver and release in a form acceptable to the County Auditor effective through the date of Contractor's preceding Application for Payment, executed by Contractor with a statement certifying those matters set forth in clauses 3.3.1.1 through 3.3.1.5 of subparagraph 3.3.1 above, certifying that waivers from all subcontractors and materialmen have been obtained in such form so as to constitute an effective waiver of liens under the laws of the State of Texas.

3.3.3 An affidavit executed by Contractor that payrolls, bills for materials and equipment, and other indebtedness connected with the Services for which County or Contractor might be responsible or encumbered (less amounts withheld by Contractor) have been paid or otherwise satisfied, including unconditional waivers and releases upon final payment from all trade contractors, suppliers, material men, or other third parties that provided labor, services, equipment or material to the Project, satisfying the requirements for such releases set forth in the Texas Property Code Section 53.085.

3.4 Within thirty (30) days after receipt of each uncontested Application for Payment together with the supporting materials required under this Agreement, County shall advance to Contractor the uncontested amount requested in such uncontested Application for Payment, except five percent (5%) of the amount requested (hereinafter "Retainage") in each Application for Payment by County. The Retainage withheld shall be released upon final completion of the entire Project and verification of satisfactory work performed, unless grounds exist for withholding payment on account of other defaults by Contractor, including Services provided by its sub-contractors.

3.5 Payment, constituting the entire unpaid balance of the Maximum Compensation, less fifty percent (50%) of the Retainage then held by County and such amount as the Facilities Management & Planning Director determines is reasonably necessary for all incomplete Services (including, without limitation, punchlist items) and for all unsettled claims, as provided in this Agreement, shall be advanced by County to Contractor upon the date determined substantially completed. County shall pay all outstanding and withheld portions of the Maximum Compensation to Contractor upon the later to occur of (i) thirty (30) days after the Project is accepted by the County or, (ii) the date the Contractor causes all mechanics' and materialmen's liens filed against the Project to be removed. County shall have received from Contractor a lien waiver or an affidavit to the effect that it and all its subcontractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of liens for labor or service performed or rendered and material supplied or furnished, in connection with the construction and installation of the Project), and with respect to this Agreement, Contractor shall have provided County the Final Certificate of Occupancy for the building.

3.6 Upon payment of the entire balance of the Maximum Compensation and all other amounts withheld by County pursuant to Section 3.5, Contractor shall execute and deliver to County a release discharging County from all liabilities, obligations and claims to pay the Maximum Compensation to this Agreement.

#### **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 twenty million four hundred forty-seven thousand dollars and no/100 (\$20,447,000.00), 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 twenty million four hundred forty-seven thousand dollars and no/100 (\$20,447,000.00).

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

5.1 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 four hundred eighty-five (485) calendar days thereafter. 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.

5.2 If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

#### **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 County's Right to Terminate for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 County's Right to Terminate 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 Contractor may terminate the Contract if is Contractor is unable to perform services for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor or their agents or employees or any other persons or entities performing portions of the services under the Agreement under direct or indirect contract with the Contractor, regardless of County's offer of an extension of time to perform such services.

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

7.5 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.

7.6 If the Contractor is delayed in the commencement or progress of performing the Services under the Agreement for a period of seven (7) consecutive calendar days or more, by an intentional act or inaction of the County or Architect, or an employee of either, or of a separate contractor employed by County; or by changes ordered in the work to be performed; or by labor disputes, labor unavailability, fire, adverse weather conditions, unusual delays in deliveries, unavoidable casualties or other causes beyond the Contractor's control that County and Contractor mutually agree resulted in a delay beyond the Contractor's control, the Time of Performance under Section 5 above shall be extended by written agreement for such reasonable time as determined by the County. This does not preclude the pursuit of damages by delay for either party.

## **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 in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

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

10.1.4 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.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability and Builder's Risk, 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.

10.4 Builder's Risk Insurance: Contractor shall obtain Builder's Risk Insurance "Special Form" with coverage, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm.

10.4.1 Builder's risk limit shall be equal to one hundred percent (100%) percent of the Contract Sum (to include all phases of work) plus, if any, existing property and County-furnished equipment specified by County.

10.4.2 The policy shall be written jointly in the names of County and Contractor with subcontractors named as additional insureds, and shall contain a waiver of subrogation in favor of Contractor, Architect, subcontractors of any tier and County for loss or damage occurring during the performance of Services.

10.4.3 In addition, the Builder's Risk policy shall provide coverage as follows:

10.4.3.1 This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

10.4.3.2 This insurance shall not contain an occupancy clause suspending or reducing coverage should County partially occupy the Site and before the parties have determined Substantial Completion.

10.4.3.3 Loss, if any, shall be adjusted with and made payable to County as trustee for the insureds as their interests may appear. County shall be named as loss payee.

10.4.3.4 For renovation projects or projects that involve portions of Work contained within an existing structure, Contractor will provide an existing structure endorsement covering the existing structure with a limit of not less than ten million dollars and no/100 (\$10,000,000.00).

10.4.3.5 For County furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.

10.4.3.6 For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by County.

10.4.3.7 For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by County.

10.4.3.8 Builder's risk insurance policy shall remain in effect until Substantial Completion.

10.4.4 In the event of an insured loss caused by the action or inaction of Contractor, any subcontractor or sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, Contractor will be responsible for any applicable deductible under the builder's risk insurance policy. For any damage or loss to the existing structure caused by flood or windstorm to which Contractor's existing

structure endorsement applies, County will be responsible for (i) applicable flood and windstorm deductibles, (ii) any cost of flood or windstorm damage that is excluded or not reimbursed under the endorsement, and (iii) for any costs over the limits of the flood and windstorm coverage under the existing structure endorsement. Any costs associated with Contractor's responsibility for the applicable deductible will not be considered cost of Work.

### **Section 11. Performance and Payment Bond**

Contractor shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas.

### **Section 12. Indemnity**

**12.1 CONTRACTOR SHALL INDEMNIFY AND DEFEND 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.**

12.2 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.

12.3 Contractor's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

12.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

12.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify County, in the event County is found to have been negligent for having selected Contractor to perform the work described in this request.

12.6 The provision by Contractor of insurance shall limit the liability of Contractor to County for claims arising out of or in connection with this Agreement which are covered by

such insurance. In no event will Contractor be liable for damages covered by insurance in excess of the insurance proceeds paid to County under any applicable insurance policy(ies).

12.7 Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Contractor's operations. Such provisions shall be in form satisfactory to County.

12.8 Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

### **Section 13. Confidential and Proprietary Information**

13.1 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.

13.2 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, 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.

13.3 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.

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

13.5 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.

#### **Section 14. Independent Contractor**

14.1 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.

14.2 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 15. Notices**

15.1 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).

15.2 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 Management and Planning  
Attn: Director  
301 Jackson Street, Suite 301  
Richmond, Texas 77469

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

Contractor: Brookstone, LP  
Attn: Ryan Busking, LEED-AP  
3715 Dacoma Street  
Houston, Texas 77092

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 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.

15.3.2 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 16. 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 17. Performance Warranty**

17.1 Contractor warrants 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 highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 18. Assignment and Delegation**

18.1 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.

18.2 Neither party may delegate any performance under this Agreement.

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

**Section 19. 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 20. 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 21. Third Party Beneficiaries**

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

**Section 22. 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 23. 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 24. Captions**

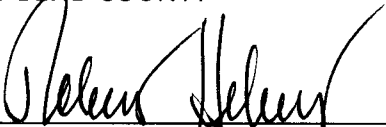
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 25. Conflict**

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

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 signed by the last party.

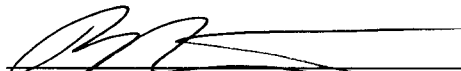
FORT BEND COUNTY



Robert E. Hebert, County Judge

BROOKSTONE, LP

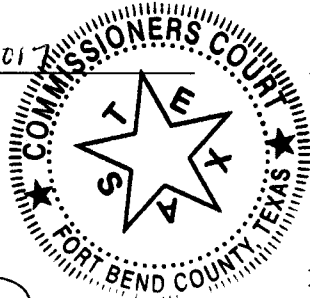
By: Brookstone Management, LLC



Authorized Agent – Signature

Date 2-14-2017

RYAN BUSKING  
Authorized Agent – Printed Name



ATTEST:



Laura Richard, County Clerk

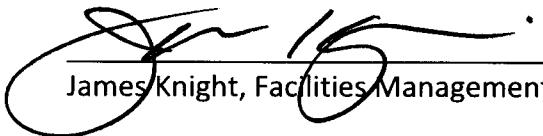
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Title

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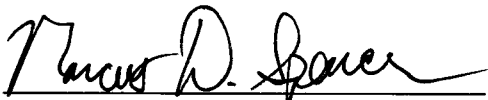
Date

APPROVED:



James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$20,447,000.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\Justice Center\Agreement for Construction - Justice Center.Brookstone.docx



# EXHIBIT A

February 8, 2017

Mr. James Knight  
Director of Facilities Management & Planning  
Fort Bend County  
301 Jackson  
Richmond, TX 77469

Dear Mr. Knight:

Pursuant to the County's January 3, 2017 order to enter negotiations for the above referenced project with Brookstone, LP, we are very pleased to present the following proposal for your review.

Having examined the contract documents per Attachment No. 1, Brookstone proposes to perform the Work of the Project required by the Contract Documents for the sum set forth on the following pages. If in conflict with other Contract Documents, this Proposal Letter shall have priority.

Our services will include supervision, all scope of work items, insurance, performance and payment bonds, and contractor fee. A detailed estimate is included in Attachment No. 2.

Please let us know if you require additional information. We thank you again for the opportunity and look forward to a successful project.

Respectfully submitted,

BROOKSTONE, L.P.  
by: Brookstone Management, LLC



Ryan Busking  
Vice President

## PROPOSAL

**Project:** Fort Bend County Justice Center Expansion  
1422 Eugene Heiman Circle  
Richmond, TX 77469

**Architect:** Paul Bonnette  
PGAL  
3131 Briarpark Dr.  
Houston, TX 77042

### I. Lump Sum Price

Brookstone agrees to perform the Work of this project in accordance with the Contract Documents as amended by the qualifications and/or clarifications herein for the following Lump Sum Price: **(\$20,447,000)** Twenty million four hundred forty seven thousand dollars.

See attached Attachment 2 for Schedule of Value breakout.

### II. Contract Time

Brookstone agrees to commence the Work within zero (0) calendar days from the date of an effective Notice to Proceed and be substantially complete within (485) calendar days from effective Notice to Proceed (NTP).

The issuance of an effective Notice to Proceed by the Architect or Owner is contingent upon Brookstone's receipt of the following: (1) appropriate building permits for the work; (2) executed contract documents with addenda, building permit changes, accepted alternates and value engineering changes incorporated and issued for construction; (3) executed tax exemption,

Weather Days shall pertain to such items as rain, flooding, snow, unusually high winds, excessively wet or dry grounds, or conditions which prevent progress on major portions of the Work on regular working days only. On a month to month basis, if such situations occur on more than the number of Normal Weather Days in the month, as stated above, and if those additional days prevent the Contractor from performing critical portions of the scheduled Work, extensions of time caused by such excess normal adverse weather days shall be granted to Contractor. Working Days will be converted to calendar days by a multiplier of 1.4.

The following Normal Weather Days weather days have been included in the schedule:

January	-	2	July	-	5
February	-	4	August	-	3
March	-	2	September	-	3
April	-	2	October	-	3
May	-	2	November	-	3
June	-	3	December	-	4

**III. Addenda Received and Incorporated**

Addendum #1, dated December 14, 2016.

**IV. Alternates Accepted and Incorporated**

None.

**V. Bid Qualifications and/or Clarifications**

1. While some specified materials, components, means and methods may coincidentally be appropriate for projects seeking LEED accreditation, all parties recognize and agree there is no requirement or intention to seek LEED accreditation for this project.

2. Brookstone includes the following allowances. Each allocation will later include a markup of 6% for fees and insurances plus appropriate General Conditions:

a) Misc Signage .....	\$20,000
b) Cooling Tower Foundation/Structure .....	\$15,000
c) Exterior Lighting .....	\$15,000
d) Temporary Access to Existing Justice Center .....	\$10,000
e) Noise Protection for Justice Center Occupants.....	\$15,000
f) Relocate existing chiller .....	\$5,000
g) Owner Contingency.....	\$972,000

3. All allowances include the cost of materials, shipping, handling and installation unless specifically noted otherwise above. Whenever costs are more than or less than allowance, the Contract Sum shall be adjusted accordingly by Change Order.

4. Owner Contingency to be used at the sole discretion of the Owner to address unforeseen conditions or modifications to the scope as required.

5. Prior to the approval of the Construction Change Directives by Change Order and without written mutual agreement to the contrary, the combined value of any pending Construction Change Directives and/or unresolved change orders shall not exceed one percent (1%) of the Original Contract Amount.

6. Brookstone will have no responsibility or liability for extended warranties, if any, but will make reasonable effort to assist the Owner with coordination of any warranty work, regardless of the specified warranty period.

7. Schedule delays resulting from hurricanes and named tropical storms can be anticipated in Texas, but because of cost and schedule constraints, these types of delays have specifically not been incorporated into this project's delivery schedule. To do so would impose unnecessary heavy burdens and cost constraints on this project that has relatively low chance of actually occurring. For purposes of this

Agreement, hurricane and named tropical storm delays will be treated as Force Majeure delays. The Contractor shall be reimbursed for their extended General Conditions expenses and all cost of preparation, clean-up, remobilization, and any losses not covered by insurance. Days of delay include the downtime during preparations for the arrival of the storm and any clean-up and remobilization days that may be required thereafter.

8. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
- a) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  - b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. This shall not be deemed to preclude an award of liquidated damages, in accordance with the requirements of the Contract Documents.

9. Building pad will be excavated to an elevation approximately two feet above spread footings. After installation of footings and plinths, common fill will be used to backfill and support carton forms. Select fill will only be used for ramp areas.
10. Brookstone excludes the following:
- a) Specifications Sections 033300, 071700, 072180, 081433, 083000, 088810, as they do not apply to this project,
  - b) Work in existing Justice Center 3<sup>rd</sup> floor corridor,
  - c) Cost of ICC permit review,
  - d) Texas Department of Licensing and Regulation (TDLR) accessibility inspection, fees, costs, or resulting design corrections,
  - e) Costs for establishment or processing of easements,
  - f) Municipal fees, utility assessments, or impact fees,
  - g) Permanent service construction or relocation cost from any electrical, gas, telephone or cable provider. All costs for work performed by these utility or provider companies are to be paid by the Owner, unless otherwise qualified in this proposal,
  - h) Printing of bidding or construction documents (to be provided by Owner),
  - i) Utility usage cost (temporary or permanent),
  - j) Construction materials testing,
  - k) Security guard / service,
  - l) Engineering survey of conditions of existing buildings,
  - m) Seismic Survey Agency, seismic testing, seismic survey or other seismic-related work,
  - n) Utilities, roads or other construction outside of construction limits or property boundary,
  - o) Cost of repairs to existing paving or driveways damaged by normal construction related traffic loads,
  - p) Any dewatering, well-pointing, or removal of ground-source water,
  - q) Tunneling or boring for site utilities unless specifically shown and noted on civil plans,

# BROOKSTONE

CONSTRUCTION MANAGERS | GENERAL CONTRACTORS

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- r) Handling of any hazardous materials,
- s) Temporary provisions required for abatement work,
- t) Salvaging or relocation of any existing trees, shrubs, or landscaping,
- u) Clean, pack/crate, transport, store or protect existing furniture or salvaged items displaced during construction activities,
- v) Casing or slurry drilling of piers,
- w) Straight shaft piers in lieu of drilled and under-reamed piers,
- x) Sloping of floors to drains at restrooms in existing buildings,
- y) Engineering seal or calculations on structure or miscellaneous steel,
- z) Fire protection in existing buildings,
- aa) Fire protection of exterior canopies, porticos, or walkways,
- bb) Fire protection of attic or plenum spaces,
- cc) Temporary HVAC equipment during construction (this proposal assumes that use of permanent HVAC system is allowed to vent and condition the spaces during construction activities),
- dd) Duct cleaning; Ductwork will be protected and sealed during construction,
- ee) Lightning protection at existing buildings,
- ff) Telephone cabling,
- gg) Telephone and data system,

11. If anything in the Contract Documents is inconsistent, the order of precedence is as follows:

- a. Brookstone Proposal and attachments dated February 1, 2017
- b. Change Orders
- c. Contract
- d. Addenda, with those of later date having precedence over those of earlier date
- e. Supplementary Conditions
- f. Drawings
- g. Specifications

**END OF PROPOSAL**

**Fort Bend County Justice Center Expansion**  
**Richmond, Texas**

Drawings and specifications as prepared by: PGAL, 3131 Briarpark Drive, Suite 200, Houston, TX 77042

Project Manual dated November 17, 2016.

The Soils Report and/or Geotechnical Data dated November 17, 2016 was furnished for information purposes only and is not a contract document.

Specification	Title	Pages
<b>VOLUME 1</b>		
<b>PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP</b>		
<b><u>DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS</u></b>		
00 00 04	PROFESSIONAL SEALS PAGE	2
00 00 05	TABLE OF CONTENTS	6
00 00 06	FORT BEND COUTNY TEXAS PROCURMENT DOCUMENTS PART III GENERAL TERMS FOR CONTRACTS WORK QUALITY <b>(NOT A CONTRACT DOCUMENT)</b>	
00 31 32	GEOTECHNICAL DATA <b>(NOT A CONTRACT DOCUMENT)</b>	1
00 31 33	PART III GENERAL TERMS FOR CONTRACTS WORK QUALITY <b>(NOT A CONTRACT DOCUMENT)</b>	7
<b><u>DIVISION 01 - GENERAL REQUIREMENTS</u></b>		
01 11 00	SUMMARY OF WORK	4
01 26 00	CONTRACT MODIFICATION PROCEDURES	3
01 29 00	PAYMENT PROCEDURES	5
01 31 00	PROJECT MANAGEMENT AND COORDINATION	5
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	5
01 33 00	SUBMITTAL PROCEDURES	11
01 40 00	QUALITY REQUIREMENTS	7
01 42 00	REFERENCES	3
01 45 29	STRUCTURAL TESTING AND INSPECTION	26
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8
01 56 61	TRENCH SAFETY SYSTEM	3
01 60 00	PRODUCT REQUIREMENTS	8
01 73 00	EXECUTION	7
01 77 00	CLOSEOUT PROCEDURES	9
<b><u>DIVISION 02 - EXISTING CONDITIONS</u></b>		

02 41 19	SELECTIVE STRUCTURE DEMOLITION	6
	<b><u>DIVISION 03 - CONCRETE</u></b>	
03 10 00	CONCRETE FORMING AND ACCESSORIES	9
03 20 00	CONCRETE REINFORCING	11
03 30 00	CAST-IN-PLACE CONCRETE	43
03 33 00	ARCHITECTURAL CONCRETE	15
	<b><u>DIVISION 04 - MASONRY</u></b>	
04 20 00	UNIT MASONRY	20
04 72 10	CAST STONE	5
	<b><u>DIVISION 05 - METALS</u></b>	
05 12 00	STRUCTURAL STEEL FRAMING	25
05 31 23	STEEL ROOF DECKING	6
05 40 00	COLD-FORMED METAL FRAMING	8
05 50 00	METAL FABRICATIONS	11
05 51 00	METAL STAIRS	12
05 52 00	PIPE AND TUBE RAILINGS 05 52 10 in specs	9
	<b><u>DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES</u></b>	
06 10 00	ROUGH CARPENTRY	8
06 16 00	SHEATHING	8
06 41 00	INTERIOR ARCHITECTURAL WOODWORK	11
06 42 16	WOOD PANELS	5
	<b><u>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</u></b>	
07 11 50	BITUMINOUS DAMPPROOFING	4
07 13 00	BELOW GRADE WATERPROOFING	6
07 17 00	BENTONITE WATERPROOFING	8
07 19 00	WATER REPELLANTS	3
07 21 00	BUILDING INSULATION	7
07 21 80	SPRAY-ON INSULATION SYSTEM	3
07 43 00	ALUMINUM-COMPOSITE-MATERIAL (ACM) PANELS	8
07 55 20	SBS-MODIFIED BITUMINOUS MEMBRANE ROOFING	16
07 61 00	PREFINISHED METAL ROOFING	9
07 62 00	SHEET METAL FLASHING AND TRIM	13
07 81 20	CEMENTITIOUS SPRAYED FIRE-RESISTIVE MATERIALS	8
07 84 13	PENETRATION FIRESTOPPING	9
07 92 00	JOINT SEALANTS	10
07 95 00	EXPANSION CONTROL	5
	<b><u>DIVISION 08 - OPENINGS</u></b>	
08 13 13	HOLLOW METAL DOORS AND FRAMES	8

08 14 16	WOOD DOORS	7
08 14 33	STILE AND RAIL WOOD DOORS	6
08 30 00	BALLISTIC RESISTANT SECURITY DOOR FRAME ASSEMBLY	5
08 31 00	ACCESS DOORS AND FRAMES	6
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	11
08 44 13	GLAZED ALUMINUM CURTAIN WALL	7
08 51 13	ALUMINUM WINDOWS	7
08 56 67	BULLET-RESISTANT ALUMINUM TRANSACTION WINDOWS	4
08 71 00	DOOR HARDWARE	31
<b>08 80 00</b>	<b>GLAZING</b> Not shown in spec TOC, but included in specs	9
<b>08 88 10</b>	<b>Fire Rated Glass</b> shown in TOC, but not included in specs	

**DIVISION 09 - FINISHES**

09 29 00	GYPSUM BOARD	10
09 29 05	GYPSUM BOARD SHAFT-WALL ASSEMBLIES	6
09 30 00	TILING	9
<b>09 51 13</b>	<b>ACOUSTICAL LAY-IN CEILING</b> 09 51 23 in specs	6
09 65 30	RESILIENT WALL BASE AND ACCESSORIES	5
09 68 13	CARPET TILE	4
09 72 00	WALL COVERINGS	4
09 77 50	FIBER REINFORCED PLASTIC (FRP) PANELS	3
09 79 50	CONCRETE FLOOR SEALER AND FINISH	2
09 84 10	ACOUSTICAL WALL PANELS	4
09 90 00	PAINTING AND STAINING	9
09 94 19	MULTICOLOR INTERIOR FINISHING	4
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10 20 00	LOUVERS AND VENTS	6
10 21 13	TOILET COMPARTMENTS	3
10 28 13	TOILET ACCESSORIES	5
10 43 10	SIGNAGE	5
10 52 00	FIRE PROTECTION SPECIALTIES	2
10 65 00	OPERABLE PARTITIONS	7

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12 49 30	ROLLING WINDOW SHADES	6

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14 21 00	ELECTRIC TRACTION ELEVATOR	12
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21 00 00	FIRE PROTECTION SYSTEMS	1
21 12 00	FIRE SUPPRESSION STANDPIPES	2
21 13 00	ELECTRIC FIRE PUMP BUILDING	2
21 15 00	WET PIPE SPRINKLER SYSTEM	3

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22 03 00	TESTING AND ADJUSTING	1
22 05 00	PLUMBING PIPING BASIC REQUIREMENTS	7
22 06 00	PLUMBING DRAINS & SPECIALTIES	5
22 07 00	PLUMBING PIPE INSULATION	3
22 11 00	DOMESTIC WATER PIPING SYSTEM	3
22 13 00	SANITARY PIPING SYSTEM	2
22 13 13	FACILITY SANITARY SEWER	11
22 14 00	STORM PIPING SYSTEM	2
22 30 00	PLUMBING EQUIPMENT	2
22 40 00	PLUMBING FIXTURES	2

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23 05 13	MOTORS	3
23 05 14	VARIABLE SPEED MOTOR DRIVES (PWM)	5
23 05 48	VIBRATION ISOLATION	3
23 05 93	TESTING AND ADJUSTING	5
23 07 13	DUCT INSULATION	2
23 07 16	MECHANICAL EQUIPMENT INSULATION	2
23 07 19	MECHANICAL PIPE INSULATION	5
23 08 00	MECHANICAL SYSTEMS COMMISSIONING	8
23 09 23	AIR CONDITIONING CONTROLS (DDC)	30
23 21 13	HVAC PIPING BASIC REQUIREMENTS	15
23 21 15	HVAC WATER PIPING SYSTEM	3
23 21 23	PUMPS, BASE MOUNTED	2
23 25 00	WATER TREATMENT	1
23 31 00	AIR CONDITIONING SHEET METAL WORK	8
23 34 00	FANS	2
23 36 18	SERIES FAN POWERED VAV TERMINAL BOX	4
23 37 13	AIR DEVICES	4
23 57 19	HEAT EXCHANGER – PLATE AND FRAME	2
23 64 16	CENTRIFUGAL WATER CHILLERS	14
23 65 17	COOLING TOWER-FACTORY FABRICATED STAINLESS STEEL	4
23 73 13	MODULAR AIR HANDLING UNIT(AHU-9/AHU-10)	10

23 75 13	ROOF TOP AIR HANDLING UNIT (CUSTOM)	8
23 82 19	HORIZONTAL FAN COIL UNITS	2
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26 08 10	SPECIAL TESTING	5
26 09 15	ELECTRICAL CONTROL SYSTEMS	8
26 09 23	CONTACT DEVICES	8
26 09 43	LIGHTING CONTROL RELAY SYSTEMS	21
26 25 05	BUSWAY SYSTEM	7
26 27 00	ELECTRICAL DISTRIBUTION EQUIPMENT	30
26 27 26	WIRING DEVICES	11
26 41 13	LIGHTNING PROTECTION SYSTEM	7
26 23 13	SURGE PROTECTIVE DEVICES (SPD) 26 43 13 in specs	7
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27 05 26	GROUNDING & BONDING - COMMUNICATIONS SYSTEMS	14
27 05 28	PATHWAY FOR COMMUNICATIONS SYSTEM	7
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27 05 53	TELECOM IDENTIFICATION	7
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27 11 26	COMMUNICATIONS RACK MOUNTED POWER PROTECTION	6
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27 13 23	TELCOM OPTICAL FIBER BACKBONE	8
27 13 23.13	TELECOM FIBER TERMINATION SPLICING	7
27 15 13	TELECOM COPPER STATION CABLE	8
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27 16 19	TELECOM PATCH CORD	8
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28 23 00	VIDEO SURVEILLANCE	5
28 23 29	VIDEO SURVEILLANCE FIELD DEVICES	8
28 31 00	FIRE ALARM SYSTEM	32

	<b><u>DIVISION 31 – EARTHWORK</u></b>	
31 10 00	SITE CLEARING	6
31 20 00	EARTH MOVING	13
31 23 00	BUILDING EARTHWORK	13
31 23 19	DEWATERING	5
31 25 00	LIME STABILIZED SUBGRADE	6
31 31 16	TERMITE CONTROL	4
31 50 00	EXCVATION SUPPORT AND PROTECTION	5
31 63 24	DRILLED AND UNDERREAMED FOOTINGS	14

	<b><u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u></b>	
32 13 13	CONCRETE PAVING	15
32 12 73	CONCRETE PAVING JOINT SEALANTS 32 13 73 in specs	6
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32 90 00	TREES SHRUBS GROUNDCOVER	9
32 92 00	SOLID SODDING	4

	<b><u>DIVISION 33 - UTILITIES</u></b>	
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G0.02	PROJECT INFORMATION / CODE ANALYSIS	11.17.2016
G0.03	EGRESS PLANS	11.17.2016
G0.04	EGRESS PLANS	11.17.2016
G0.10	PHASING PLANS	11.17.2016
C0.10	GENERAL NOTES	11.17.2016
C1.00	TOPOGRAPHIC SURVEY	11.17.2016
C1.10	OVERALL PROJECT LAYOUT	11.17.2016
C2.00	DEMOLITION PLAN	11.17.2016
C2.10	SITE PLAN	11.17.2016
C3.00	GRADING PLAN	11.17.2016

C4.00	DRAINAGE & UTILITY PLAN	11.17.2016
C5.00	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	11.17.2016
C5.10	SWPPP DETAILS	11.17.2016
C6.00	SITE DETAILS	11.17.2016
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L1.00	LANDSCAPE DEMOLITION PLAN	11.17.2016
L2.00	LANDSCAPE PLANTING PLAN	11.17.2016
L2.10	LANDSCAPE DETAILS AND GENERAL NOTES	11.17.2016
L3.00	IRRIGATION DEMOLITION PLAN	11.17.2016
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S0.02	GENERAL NOTES	11.17.2016
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S2.04	ROOF LEVEL FRAMING PLAN	11.17.2016
S2.05	HIGH ROOF FRAMING PLAN	11.17.2016
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S3.03	FOUNDATION TYPICAL DETAILS	11.17.2016
S3.11	FOUNDATION DETAILS	11.17.2016
S3.12	FOUNDATION DETAILS	11.17.2016
S3.13	FOUNDATION DETAILS	11.17.2016
S3.14	FOUNDATION DETAILS	11.17.2016
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S4.06	CMU TYPICAL DETAILS	11.17.2016
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A0.52	SIGNAGE PLAN - LEVEL 2	11.17.2016
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A1.01	ARCHITECTURAL SITE PLAN ENLARGED	11.17.2016
A1.03	ENLARGED HC RAMP PLANS	11.17.2016
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A7.11	STAIR SECTION DETAILS	11.17.2016
A7.50	WALL SECTIONS	11.17.2016
A7.51	WALL SECTIONS	11.17.2016
A7.52	WALL SECTIONS	11.17.2016
A7.60	WALL SECTION DETAILS	11.17.2016
A7.70	MISCELLANEOUS DETAILS	11.17.2016
A8.01	INTERIOR ELEVATIONS	11.17.2016
A8.02	INTERIOR ELEVATIONS	11.17.2016
A8.03	INTERIOR ELEVATIONS	11.17.2016
A8.05	INTERIOR ELEVATIONS	11.17.2016
A8.06	INTERIOR ELEVATIONS	11.17.2016
A8.07	INTERIOR ELEVATIONS	11.17.2016
A8.10	INTERIOR ELEVATIONS	11.17.2016
A8.11	INTERIOR ELEVATIONS	11.17.2016
A8.12	INTERIOR ELEVATIONS	11.17.2016
A8.13	INTERIOR ELEVATIONS	11.17.2016
A8.14	INTERIOR ELEVATIONS	11.17.2016
A8.15	JUSTICE CENTER CORRIDOR ELEVATIONS	11.17.2016
A8.16	JUSTICE CENTER CORRIDOR ELEVATIONS	11.17.2016
A8.60	MILLWORK DETAILS	11.17.2016
A8.61	MILLWORK DETAILS	11.17.2016
A8.62	MILLWORK DETAILS	11.17.2016
M0.01	MECHANICAL GENERAL NOTES AND LEGEND	11.17.2016
MD2.10	MECHANICAL JUSTICE CENTER DEMO PLAN - LEVEL 1	11.17.2016
MD2.11	MECHANICAL JUSTICE CENTER DEMO PLAN - LEVEL 2	11.17.2016
M2.00	MECHANICAL CENTRAL PLANT	11.17.2016
M2.01	MECHANICAL PLAN - LEVEL 1	11.17.2016
M2.02	MECHANICAL PLAN - LEVEL 2	11.17.2016
M2.03	MECHANICAL PLAN - LEVEL 3	11.17.2016
M2.04	MECHANICAL PLAN - ROOF	11.17.2016
M2.05	MECHANICAL PLAN - EXISTING ROOF	11.17.2016
M2.10	MECHANICAL JUSTICE CENTER CORRIDOR PLAN - LEVEL 1	11.17.2016
M2.11	MECHANICAL JUSTICE CENTER CORRIDOR PLAN - LEVEL 2	11.17.2016
M3.01	MECHANICAL RISERS	11.17.2016
M4.01	MECHANICAL SCHEDULES	11.17.2016
M4.02	MECHANICAL DETAILS	11.17.2016
E0.01	ELECTRICAL GENERAL NOTES AND LEGEND	11.17.2016
E1.00	ELECTRICAL SITE PLAN	11.17.2016
E1.01	ELECTRICAL PLAN - EXISTING BASEMENT	11.17.2016
E1.01A	ELECTRICAL PLAN - EXISTING LEVEL 1	11.17.2016

ED2.10	ELECTRICAL JUSTICE CENTER DEMOLITION PLAN - LEVEL 1	11.17.2016
ED2.11	ELECTRICAL JUSTICE CENTER DEMOLITION PLAN - LEVEL 2	11.17.2016
E2.01	ELECTRICAL PLAN - LEVEL 1	11.17.2016
E2.02	ELECTRICAL PLAN - LEVEL 2	11.17.2016
E2.03	ELECTRICAL PLAN - LEVEL 3	11.17.2016
E2.04	ELECTRICAL PLAN – ROOF	11.17.2016
E2.10	ELECTRICAL JUSTICE CENTER CORRIDOR PLAN - LEVEL 1	11.17.2016
E2.11	ELECTRICAL JUSTICE CENTER CORRIDOR PLAN - LEVEL 2	11.17.2016
E3.01	ELECTRICAL REFLECTED CEILING PLAN - LEVEL 1	11.17.2016
E3.02	ELECTRICAL REFLECTED CEILING PLAN - LEVEL 2	11.17.2016
E3.03	ELECTRICAL REFLECTED CEILING PLAN - LEVEL 3	11.17.2016
E3.10	ELECTRICAL JUSTICE CENTER RCP - LEVEL 1	11.17.2016
E3.11	ELECTRICAL JUSTICE CENTER RCP - LEVEL 2	11.17.2016
E4.01	ELECTRICAL LIGHTING CONTROLS DETAILS	11.17.2016
E4.02	ELECTRICAL LIGHTING CONTROLS ONE-LINE DIAGRAM	11.17.2016
E5.01	ELECTRICAL ONE-LINE & RISER – MSCP	11.17.2016
E5.02	ELECTRICAL ONE-LINE & RISER – MSA	11.17.2016
E5.03	ELECTRICAL ONE-LINE & RISER – MSB	11.17.2016
E5.04	ELECTRICAL ONE-LINE & RISER – MSE	11.17.2016
E6.01	ELECTRICAL PANEL SCHEDULES	11.17.2016
E6.02	ELECTRICAL PANEL SCHEDULES	11.17.2016
P0.01	PLUMBING GENERAL NOTES AND LEGEND	11.17.2016
P1.00	PLUMBING SITE PLAN	11.17.2016
P1.01	PLUMBING PLAN - EXISTING BASEMENT	11.17.2016
P1.02	UNDERFLOOR PLUMBING PLAN	11.17.2016
P2.01	PLUMBING PLAN - LEVEL 1	11.17.2016
P2.02	PLUMBING PLAN - LEVEL 2	11.17.2016
P2.03	PLUMBING PLAN - LEVEL 3	11.17.2016
P2.04	PLUMBING PLAN – ROOF	11.17.2016
P3.01	PLUMBING DETAILS	11.17.2016
P3.02	PLUMBING RISERS	11.17.2016
P3.03	FIRE SCHEDULE AND RISERS	11.17.2016
TA-000	AUDIOVISUAL TITLE PAGE	11.17.2016
TA-201	AUDIOVISUAL FLOOR PLAN - LEVEL 1	11.17.2016
TA-202	AUDIOVISUAL FLOOR PLAN - LEVEL 2	11.17.2016
TA-203	AUDIOVISUAL FLOOR PLAN - LEVEL 3	11.17.2016
TA-301	AUDIOVISUAL RCP - LEVEL 1	11.17.2016
TA-302	AUDIOVISUAL RCP - LEVEL 2	11.17.2016
TA-303	AUDIOVISUAL RCP - LEVEL 3	11.17.2016
TA-401	AUDIOVISUAL ENLARGED PLANS - CONFERENCE ROOMS	11.17.2016
TA-402	AUDIOVISUAL ENLARGED PLANS - LIBRARY/CONFERENCE	11.17.2016
TA-403	AUDIOVISUAL ENLARGED PLANS - CONFERENCE ROOMS	11.17.2016
TA-601	AUDIOVISUAL SCHEMATICS	11.17.2016
TA-602	AUDIOVISUAL SCHEMATICS	11.17.2016

TA-701	AUDIOVISUAL DETAILS	11.17.2016
TT-000	TELECOMMUNICATIONS TITLE PAGE	11.17.2016
TT-101	TELECOMMUNICATIONS OVERALL PLAN - LEVEL 1	11.17.2016
TT-102	TELECOMMUNICATIONS OVERALL PLAN - LEVEL 2	11.17.2016
TT-103	TELECOMMUNICATIONS OVERALL PLAN - LEVEL 3	11.17.2016
TT-201	TELECOMMUNICATIONS FLOOR PLAN - LEVEL 1	11.17.2016
TT-202	TELECOMMUNICATIONS FLOOR PLAN - LEVEL 2	11.17.2016
TT-203	TELECOMMUNICATIONS FLOOR PLAN - LEVEL 3	11.17.2016
TT-301	TELECOMMUNICATIONS RCP - LEVEL 1	11.17.2016
TT-302	TELECOMMUNICATIONS RCP - LEVEL 2	11.17.2016
TT-303	TELECOMMUNICATIONS RCP - LEVEL 3	11.17.2016
TT-401	TELECOMMUNICATIONS ENLARGED PLANS - LEVEL 1 IDF	11.17.2016
TT-402	TELECOMMUNICATIONS ENLARGED PLANS - LEVEL 2 IDF	11.17.2016
TT-403	TELECOMMUNICATIONS ENLARGED PLANS - LEVEL 3 IDF	11.17.2016
TT-404	TELECOMMUNICATIONS ENLARGED PLANS-EXISTING MDF	11.17.2016
TT-405	TELECOMMUNICATIONS ENLARGED PLANS SECURITY ROOM LEVEL 1	11.17.2016
TT-406	TELECOMMUNICATIONS ENLARGED PLANS LEVEL 2 AND 3 SECURITY ROOMS, TYPICAL	11.17.2016
TT-501	TELECOMMUNICATIONS RISER DIAGRAM	11.17.2016
TT-601	TELECOMMUNICATIONS OUTLET DETAILS	11.17.2016
TT-602	TELECOMMUNICATIONS SCHEDULES	11.17.2016
TT-701	TELECOMMUNICATIONS DETAILS	11.17.2016
TT-702	TELECOMMUNICATIONS DETAILS	11.17.2016
TY-000	SECURITY TITLE PAGE	11.17.2016
TY-201	SECURITY FLOOR PLAN - LEVEL 1	11.17.2016
TY-202	SECURITY FLOOR PLAN - LEVEL 2	11.17.2016
TY-203	SECURITY FLOOR PLAN - LEVEL 3	11.17.2016
TY-204	SECURITY FLOOR PLAN - ROOF	11.17.2016
TY-401	SECURITY ENLARGED PLANS - SECURITY ROOMS	11.17.2016
TY-501	SECURITY RISER DIAGRAMS	11.17.2016
TY-601	SECURITY SCHEDULES	11.17.2016
TY-701	SECURITY DETAILS	11.17.2016
TY-702	SECURITY DETAILS	11.17.2016

Addendum	Date
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Addendum #1	12.14.2016
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Clarification	Title	Date
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N/A		
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**End of Attachment No. 1**

**Fort Bend County Justice Center Exp.**

1422 Eugene Heimann Circle, Richmond, TX 77469

DIV	CSI	Description	Totals	Sub Name
01	010000	General Conditions	947,479	
		Performance and Payment Bonds	147,993	
		Additional Liability Insurance (Existing Bldg.)	30,000	
	010010	General Requirements	137,310	
31	310000	Earthwork & Utilities	362,479	
	02270-500	Erosion Control	10,503	
	313116	Termite Control	1,638	
	025800	Pavement Markings	6,000	
	329000	Landscaping & Irrigation	55,251	
02	024119	Selective Structure Demolition	82,101	
03	033000	Cast-In-Place Concrete	3,700,840	
04	042000	Unit Masonry	1,268,644	
05	051200	Structural Steel Fabrication	683,365	
	05120-0	Structural Steel Erection	367,617	
06	061000	Rough Carpentry	51,417	
	064100	Interior Architectural Woodwork	355,130	
07	071150	Damproofing & Waterproofing	150,333	
	072100	Building Insulation	42,932	
	074300	Fireproofing	24,908	
	074300	Aluminum Composite Metal Panels	41,470	
	075520	Modified Bituminous Roofing	336,093	
	076100	Prefinished Metal Roofing	218,693	
08	081313	Hollow Metal Doors & Frames	364,630	
	084113	Aluminum Framed Storefront	767,380	
09	092900	Gypsum Board	1,095,354	
	093000	Tiling	348,453	
	093100	Precast Terrazzo Treads	74,664	
	095113	Acoustical Lay-In Ceiling	282,064	
	096813	Carpet Tile	448,275	
	099000	Painting & Staining	163,328	
10	102113	Toilet Compartments & Accessories	36,107	
	104310	Signage	46,420	
	106500	Operable Partitions	20,326	
12	124910	Horizontal Louver Blinds	16,040	
14	142100	Electric Traction Elevators	217,770	
21	211500	Wet Pipe Sprinkler System	370,141	
22	Div 22	Plumbing	427,456	
23	Div 23	HVAC	2,487,588	
26	Div 26	Electrical	2,224,652	
27	270000	Communications	423,250	
	274116	Integrated AV Systems & Equip.	240,735	
28	280000	Security	318,175	
		Allowances	80,000	
			0	
<b>TOTAL</b>			<b>19,475,000</b>	
Owner Contingency (5%)			<b>972,000</b>	
<b>GRAND TOTAL</b>			<b>20,447,000</b>	

# EXHIBIT B

## PREVAILING WAGES:

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: TX160297 09/16/2016 TX297

Superseded General Decision Number: TX20150297

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016
3	04/01/2016
4	07/01/2016
5	07/29/2016
6	09/16/2016

\* ASBE0022-009 06/01/2016

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct,

Pipe and Mechanical System Insulation)	\$ 22.92	12.26
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BOIL0074-003 01/01/2014

BOILERMAKER	\$ 23.14	21.55
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CARP0551-008 04/01/2016

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
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ELEC0716-005 08/31/2015

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 30.25	9.08
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ELEV0031-003 01/01/2016

ELEVATOR MECHANIC	\$ 39.24	29.985+a
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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.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR: Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2015

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 23.02	6.35
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PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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PLUM0068-012 10/01/2015

PLUMBER (Excludes HVAC Pipe Installation)	\$ 29.64	9.49
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PLUM0211-010 10/01/2015

PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.13	10.31
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SHEE0054-003 07/01/2014

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 25.67	12.39
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
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BRICKLAYER	\$ 19.86	0.00
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CAULKER	\$ 15.36	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
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DRYWALL FINISHER/TAPER	\$ 16.30	3.71
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DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
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ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
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ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
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FLOOR LAYER: Carpet	\$ 20.00	0.00
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FORM WORKER	\$ 11.87	0.00
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GLAZIER	\$ 19.12	4.41
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INSULATOR – BATT	\$ 14.87	0.73
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IRONWORKER, REINFORCING	\$ 12.10	0.00
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LABORER: Common or General	\$ 10.79	0.00
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LABORER: Mason Tender – Brick	\$ 13.37	0.00
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LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
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LABORER: Pipelayer	\$ 12.94	0.00
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LABORER: Roof Tearoff	\$ 11.28	0.00
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LABORER: Landscape and Irrigation	\$ 9.49	0.00
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LATHER	\$ 19.73	0.00
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OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion

date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### 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.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Brookstone, LP  
Houston, TX United States

Certificate Number:  
2017-163583

Date Filed:  
02/08/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

Date Acknowledged:  
02/14/2017

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
RFP 17-037  
Construction Services for Justice Center Expansion

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath