

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

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

**THIS AMENDMENT**, 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.

WHEREAS, the parties executed and accepted that certain Agreement for Construction on February 14, 2017, (hereinafter "Agreement") pursuant to RFP 17-037; and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional two million two hundred seventy-four thousand one hundred sixty-five dollars and 00/100 (\$2,274,165.00), for courtroom buildout, new grand jury and a new law library as described in Contractor's Change Order dated March 26, 2018 with accompanying Final Estimate dated March 20, 2018, both attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed twenty-two million seven hundred twenty-one thousand one hundred sixty-five dollars and 00/100 (\$22,721,165.00), authorized as follows:  
                                   \$20,447,000.00 under the Agreement; and  
                                   \$2,274,165.00 under this Amendment.
3. The Time of Performance under the Agreement shall hereby be extended to end no later than November 1, 2018.
4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
5. Certain State Law Requirements for Contracts
  - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY



Robert E. Hebert, County Judge

BROOKSTONE, LP

By: Brookstone Management, LLC



Authorized Agent – Signature

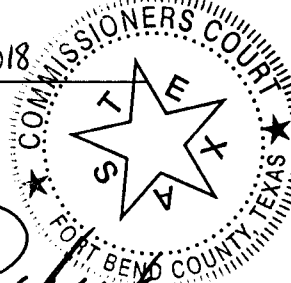
Date

4-3-2018

ATTEST:



Laura Richard, County Clerk



RYAN BUSKIRK

Authorized Agent – Printed Name

VICE PRESIDENT

Title

3/27/18

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 \$22,721,165.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

# EXHIBIT A

# CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

**PROJECT:** Fort Bend County Justice Center Expansion  
**CHANGE ORDER NUMBER:** 001  
**DATE:** 3/26/2018  
**ARCHITECT'S PROJECT NO.:**  
**TO CONTRACTOR:** Brookstone, LP  
**CONTRACT DATE:** 2/14/2017  
3715 Dacoma, Houston, TX 77092  
**CONTRACT FOR:** General Construction

The Contract is changed as follows:

Additional scope for Courtroom Buildout, new Grand Jury and new Law Library per PGAL drawings dated March 1, 2018.  
Clarifications and allowances noted on the attached backup.

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	<u>\$20,447,000</u>
Net change by previously authorized Change orders	<u>\$0</u>
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	<u>\$20,447,000</u>
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	<u>\$2,274,165</u>
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	<u>\$22,721,165</u>

The Contract Time will be (increased) decreased) (unchanged) by 95  
The date of Substantial Completion as of the date of this Change Order therefore is 11/1/2018

ARCHITECT

Address

BY

DATE

BROOKSTONE, LP

CONTRACTOR

3715 DACOMA STREET

Address

HOUSTON, TX 77092

BY

DATE 3/27/18

OWNER

Address

BY

DATE



Original Contract Amount	20,447,000
Courtroom Buildout Subtotal	2,634,165
Contingency Calculation	(360,000)
<b>Change Order Total</b>	<b>2,274,165</b>
Revised Contract Amount	22,721,165

Current Substantial Completion	7/29/2018
Schedule Duration	164
Less Current Phase II Schedule	69
<b>Additional Time</b>	<b>95</b>
Revised Substantial Completion	11/1/2018

<b>Contingency Calculation</b>	
Current Projected Savings	(475,000)
Unused Allowances from Phase I	(35,000)
Courtroom Buildout Contingency	150,000
	(360,000)

# Fort Bend County Justice Center Courtroom Buildout, Law Library and C

## Final Estimate

Date Prepared: March 20, 2018  
Printed: 3/26/2018 11:49  
Estimator: K. Atkinson  
Architect: PGAL  
Plans: Construction Documents 3/1/18  
Specifications: None  
Soils Report: None  
Addenda: None

PROJECT SPECIFICS		ESTIMATE SUMMARY		TOTAL	\$ / SF
<b>PROJECT DESCRIPTION</b>		GENERAL CONDITIONS		210,341	12.79
Renovations to the Fort Bend County Justice Center		GENERAL REQUIREMENTS		23,150	1.41
		ALLOWANCES		87,500	5.32
		ACCEPTED ALTERNATES		0	0.00
		SITework		0	0.00
		DEMOLITION		52,425	3.19
		SITE AMENITIES		0	0.00
		CONCRETE		5,188	0.32
		MASONRY		80,747	4.91
		STRUCTURAL STEEL		12,500	0.76
		CARPENTRY		17,060	1.04
		MILLWORK		393,315	23.92
		INSULATION		7,400	0.45
		FIREPROOFING		0	0.00
		WATERPROOFING		0	0.00
		ROOF / SHEETMETAL		0	0.00
		DOORS, FRAMES, AND HARDWARE		87,765	5.34
		OVERHEAD DOORS		0	0.00
		GLASS & GLAZING		19,735	1.20
		LATH & PLASTER		0	0.00
		DRYWALL		131,606	8.00
		ACOUSTICAL		53,538	3.26
		TILE & TERRAZZO		12,535	0.76
		FLOOR COVERINGS		63,382	3.85
		PAINTING / WALL COVERINGS		32,700	1.99
		SPECIALTIES		26,575	1.62
		EQUIPMENT		0	0.00
		FURNISHINGS		0	0.00
		SPECIAL CONSTRUCTION		187,000	11.37
		CONVEYING SYSTEMS		71,363	4.34
		FIRE PROTECTION		65,053	3.96
		PLUMBING		70,225	4.27
		SITE UTILITIES		0	0.00
		HVAC		116,375	7.08
		ELECTRICAL & SPECIAL SYSTEMS		607,666	36.95
		<b>SUBTOTAL</b>		<b>2,435,144</b>	<b>148.07</b>
		SUBCONTRACTOR BONDS		0	0.00
		INFLATION ALLOWANCE		0	0.00
		DESIGN DEVELOPMENT CONTINGENCY		0	0.00
		CONTRACTOR CONTINGENCY		36,527	2.22
		WARRANTY	incl. w/ fee		0.00
		INSURANCE AND DUES	incl. w/ fee		0.00
		PERFORMANCE & PAYMENT BONDS		13,390	0.81
		FEE		149,104	9.07
		OWNER CONTINGENCY		0	0.00
		<b>GRAND TOTAL</b>		<b>2,634,165</b>	<b>160.17</b>

### GENERAL

Duration / Phasing 6 Month(s) 1 Phase(s)  
Construction Period TBD  
Tax Exempt  
Insurance and Dues G/L, Builders Risk  
P&P Bonds Included

### SITE IMPROVEMENTS

Acreage 0.00 Acres  
Site Utilities  
Parking & Drives 0 SF  
Walks 0 SF  
Detention  
Other

### BUILDING AREA

Renovation 1st Floor 10,842 SF  
Renovation 2nd Floor 4,441 SF  
Renovation 3rd Floor 1,163 SF  
**Total Building Area 16,446 SF** Used for \$ / SF Calcs  
Int. Open to Below 0 SF  
Ext. Porches / Balconies 0 SF  
**Total Structure Area 16,446 SF**

### BUILDING COMPONENTS

Building Pad N/A  
Foundation / Slab N/A  
Structure N/A  
Interior Partitions Drywall  
Exterior Skin Type(s) N/A  
Roofing Type(s) N/A  
Floor Finishes Multiple floor types  
Ceiling Finishes Acoustical  
Wall Finishes Stained Millwork, Painted Gyp  
Equipment N/A  
Furnishings N/A  
Elevators Add 1 stop to existing elevator  
Fireproofing N/A  
Fire Protection Relocate Heads  
Plumbing Renovation for new Restrooms  
HVAC Renovation for new layout  
Electrical Renovation for new layout  
Data Cabling Renovation for new layout  
Fire Alarm Renovation for new layout

**Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury**

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01000	GENERAL CONDITIONS	Quantity	Unit	Total	Comments:
01000-100	Legal	LS	0	0	
01040-150	Project Manager	26 WK	960	24,960	
01040-151	Assistant Project Manager	26 WK	1,787	46,459	
01040-200	Project Superintendent	17 WK	2,780	48,153	
01040-300	General Foreman / Asst. Supt.	WK	0	0	
01049	Subsistence & Travel / Toll Road Fees	WK	0	0	
01050-101	Hurricane Engineering / Inspections	LS	0	0	
01055	Consultants	LS	0	0	
01060-100	Permits	1 LS	10,835	10,835	
01099-100	Ice and Cups	6 MO	175	1,050	
01300-400	Printing of Construction Documents	100 LS	10.00	1,000	
01300-401	Printing of Shop Drawings	100 LS	10.00	1,000	
01400-100	Testing	LS	0	0	By Owner
01510-001	Bring Utilities to Site	LS	0	0	
01510	Temporary Utilities	6 MO	0	0	By Owner
01510-150	Temporary Phones	6 MO	600	3,600	
01510-151	Mobile Plan Equipment & Software	6 MO	230	1,380	
01510-251	Chemical Toilets / Hand Washing Stations	6 MO	800	4,800	
01525-180	Trucks & Pickups	6 MO	950	5,700	
01525-300	Equip. Repair & Maintenance	6 MO	125	750	
01525-500	Equipment Rental	6 MO	125	750	
01525-501	Equipment Fuel	6 MO	950	5,700	
01525-900	Misc Equip. & Small Tools	6 MO	250	1,500	
01530-100	Safety-Director	26 WK	331	8,606	
01580	Project Sign	100 LS	10.70	1,070	
01590	Project Office	6 MO	870	5,218	
01591	Storage Connex	6 MO	233	1,400	
01710-140	Glass Cleaning	SF	1.50	0	
01711-100	Clean up Continuous	26 WK	330	8,580	
01711-110	Drop Boxes	6 MO	375	2,250	
01712	Final Building Cleanup	16,446 SF	0.61	10,000	
01712-100	Final Yard Cleanup	100 LS	8.00	800	
01900	General Materials	6 MO	500	3,000	
01900-001	Close Out Documents	100 LS	32.80	3,280	
01900-490	Job Photo's	6 MO.	30.00	180	
01900-002	Information & Documentation Support	26 Wk	320	8,320	
			0	0	
<b>01000</b>	<b>GENERAL CONDITIONS SUBTOTAL</b>			<b>210,341</b>	\$12.79 per SF 7.99% of Total

01001	GENERAL REQUIREMENTS	Quantity	Unit	Total	Comments:
01050	Field Engineering	100 LS	0	0	
01050-100	Layout	100 LS	15.00	1,500	
01050-200	Document & Survey Adjacent Properties	LS	0	0	
01530	Temporary Partitions & Enclosures	1 LS	20,000	20,000	
01530-001	Temporary Access Sidewalks	LS	0	0	
01530-101	Site Safety	100 LS	10.00	1,000	
01530-102	Subcontractor Orientation	100 LS	6.50	650	
01530-300	Safety Railing	LF	3.42	0	
01530-400	Temporary Fencing w/ Screen	LF	6.00	0	
01525-100	Scaffolding	LS	0	0	
01540	Security / Night Watchman	LS	0	0	
01400-200	Mock-Ups	LS	0	0	
01900-003	C3 Administration	Wk	320	0	
			0	0	
<b>01001</b>	<b>GENERAL REQUIREMENTS SUBTOTAL</b>			<b>23,150</b>	\$1.41 per SF 0.88% of Total

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<b>01020</b>	<b>ALLOWANCES</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total</b>	<b>Comments:</b>
01020-001	Insurance Deductibles	LS	0	0	By Owner
01020-003	Owner Contingency	LS	0	0	By Owner
01020-004	Patch Existing Wall and Ceiling Finishes	1 LS	12,500	12,500	
01020-005	Shift Work	1 LS	75,000	75,000	
			0	0	
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	Municipal Utility District Fees, Impact Fees,		0	0	By Owner
	Connection Fees, Capital Recovery Fees,		0	0	By Owner
	Utility Assessments, Electrical Provider Costs,		0	0	By Owner
	Establishment or Processing of Easements		0	0	By Owner
			0	0	
<b>01020</b>	<b>ALLOWANCES SUBTOTAL</b>		<b>87,500</b>	\$5.32 per SF	3.32% of Total

01050	ACCEPTED ALTERNATES	Quantity	Unit	Total	Comments:
01050-001		LS	0	0	
01050-002		LS	0	0	
01050-003		LS	0	0	
01050-004		LS	0	0	
01050-005		LS	0	0	
01050-006		LS	0	0	
01050-007		LS	0	0	
01050-008		LS	0	0	
01050-009		LS	0	0	
01050-010		LS	0	0	
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01050	ACCEPTED ALTERNATES SUBTOTAL			0	\$0.00 per SF      0.00% of Total



**March 20, 2018**

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02700	SITE AMENITIES	Quantity	Unit	Total	Comments:
02700-001	Dumpsters for Site Amenities	EA	0	0	
02700	Asphalt Paving	BID	0	0	
02830	Fencing	BID	0	0	
02515	Unit Pavers	SF	0	0	
02516	Truncated Pavers	SF	0	0	
02810	Irrigation	BID	0	0	
02900	Landscaping	BID	0	0	
02900-001	Fine Grading	SF	0	0	
02900-002	Topsoil	SF	0	0	
02900-003	Hydromulch	SF	0	0	
02900-004	Sod	SF	0	0	
02900-005	Temporary Irrigation	LS	0	0	
02900-006	Maintenance & Mowing	LS	0	0	
02910	Playground Equipment	LS	0	0	
		LS	0	0	
			0	0	
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<b>02700</b>	<b>SITE AMENITIES SUBTOTAL</b>			<b>0</b>	\$0.00 per SF      0.00% of Total

**Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury**

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03300	CONCRETE	Quantity	Unit	Total	Comments:
01040-301	General Foreman for Concrete	WKS	0	0	
02510-310	Concrete Paving 5"	SF	0	0	
02510-311	Concrete Paving 6"	SF	0	0	
02510-312	Concrete Detention Bench	SF	0	0	
02510-410	Concrete Sidewalks	SF	0	0	
02525-411	Extruded Curbs	LF	0	0	
03100	Formwork	LS	0	0	
03250-090	Concrete Accessories	LS	0	0	
03210	Reinforcing	BID	0	0	
03210-0	Installation of Rebar	BID	0	0	
03230	Post Tension	BID	0	0	
03300	Concrete	BID	0	0	
03300-001	Dumpsters for Concrete	0.5 EA	375	188	
03300-002	Increase Mix Design for Lower W/C Ratio	SF	0	0	
03300-003	Moist Cure Slab Using 10 Mil Clear Poly	SF	0	0	
03300-100	Footings / Foundations	CY	0	0	
03300-104	Grade Beams	CY	0	0	
03300-300	Columns & Piers	CY	0	0	
03300-400	Tilt-wall & Precast	CY	0	0	
03300-501	Walls	CY	0	0	
03300-601	Slab on Grade	CY	0	0	
03300-604	Slab on Mtl Deck	SF	0	0	
03300-700	Elevated Slabs	SF	0	0	
03300-801	Stairs on Grade	CY	0	0	
03300-609	Patch & Fill @ Concrete Demo	SF	0	0	
03310	Pump Concrete	CY	0	0	
03350	Sandblast Concrete	SF	0	0	
03370-050	Cure Concrete	EA	0	0	
03370-600	Vapor Barrier / Retarder	SF	0	0	
03410	Structural Precast Concrete	BID	0	0	
03450	Architectural Precast Conc.	BID	0	0	
03470	Tilt-Up Precast Concrete	SF	0	0	
03510	Lt Wt Ins Concrete / Slotted Deck	SF	0	0	
03600-100	Grout Base Plates @ Columns	EA	0	0	
03600-400	Grout Tilt-Up & Precast Panels	LF	0	0	
03600-500	Grout Door / Window Frames	EA	0	0	
03600-501	Mechanical Pads	LS	0	0	
03600-502	Electric Duct Bank	LF	0	0	
03600-503	Light Pole Standards	EA	0	0	
03600-504	Miscellaneous Concrete	1 LS	5,000	5,000	
03600-505	Concrete Equipment Rental	LS	0	0	
03600-506	Rub Concrete	SF	0	0	
03600-507	Patching and Filling	SF	0	0	
03600-508	Sign Footings	EA	0	0	
03600-509	Landscape Light Bases	EA	0	0	
03600-510	Canopy Footings	EA	0	0	
03600-511	Transformer Pads	SF	0	0	
03600-512	Concrete Detention Bench	1 LS	0	0	
03600-513	Concrete Safety	LS	0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>03300</b>	<b>CONCRETE SUBTOTAL</b>		<b>5,188</b>		
				<b>\$0.32 per SF</b>	<b>0.20% of Total</b>

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04200	MASONRY	Quantity	Unit	Total	Comments:
04200-001	Dumpsters for Masonry	1 EA	375	375	
04210	Masonry	1 BID	80,372	80,372	WW Bartlett
04210-001	Welded Masonry Ties	LS	0	0	
03211	Rebar in Masonry	LS	0	0	
04210-200	Window Protection During Masonry	LS	0	0	
	6" Solid Grouted CMU at Detention Bench		0	0	
			0	0	
	Install Door Frames in CMU walls		0	0	
			0	0	
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			0	0	
04200	MASONRY SUBTOTAL			80,747	\$4.91 per SF 3.07% of Total

05000	STRUCTURAL STEEL	Quantity	Unit	Total	Comments:
05000-001	Dumpsters for Structural Steel	EA	0	0	
05120	Structural Steel Fabrication	BID	0	0	
05120-0	Structural Steel Erection	BID	0	0	
05500	Miscellaneous Steel	1 LS	12,500	12,500	Allowance
05500-121	Shims @ Str. Stl. Base Plates	EA	0	0	
05510	Steel Stairs & Landings	FLTS	0	0	
05510-1	Stairs Nosings	LF	0	0	
05520	Handrails & Railings	LF	0	0	
05520-001	Install Wall Mount Handrails	LF	0	0	
05520-002	Aluminum Ladders	LS	0	0	
05520-003	Crane Usage/ Matts	LS	0	0	
05520-004	Angle Bracing for Int CMU Walls	LF	0	0	
05520-005	Hilti Chemical Anchors	EA	0	0	
05520-100	Bollards	EA	0	0	
05810	Expansion Joint Covers	EA	0	0	
05500-122	Painting of Welds	LS	0	0	
05310-601	Roof Deck	SF	0	0	
05310-602	Floor Deck	SF	0	0	
			0	0	
	2"x4" Continuous Steel Tube @ Court Rail		0	0	incl w/ Misc. Steel
	Bracing @ CMU Walls		0	0	incl. w/ Misc. Steel
			0	0	
			0	0	
			0	0	
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			0	0	
05000	STRUCTURAL STEEL SUBTOTAL			12,500	\$0.76 per SF      0.47% of Total



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**Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury Room**

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06400	MILLWORK	Quantity	Unit	Total	Comments:
06400	Architectural Woodwork	1 BID	382,940	382,940	Panel Tech
	Courtroom 10518		0	0	
	Judge's Bench, Clerk and Witness	1 LS	0	0	
	Jury Box	1 LS	0	0	
	Crown Molding	1 LS	0	0	
	Wood Paneling	1 LS	0	0	
	Handrails and Bracket	1 LS	0	0	
	Stone Countertops	84 SF	0	0	
	Work Room 10362	1 LS	0	0	
	Law Library 20714	1 LS	0	0	
	Jury Deliberation 10344	1 LS	0	0	
06400-001	Dumpsters for Millwork	1 EA	375	375	
06400-003	Base Cabinets	LF	0	0	
06400-004	Upper Cabinets	LF	0	0	
06400-005	Full Height Cabinets	LF	0	0	
06400-006	Counter Tops	LF	0	0	
06400-007	Shelving	LF	0	0	
06400-008	Reception / Island Cabinets	LF	0	0	
06400-009	Support Brackets / Angles	LF	0	0	
06400-010	Window Sills	LF	0	0	
	Interior Running Trim	LF	0	0	
06450-100	Wheelchair Lift Coordination	1 LS	10,000	10,000	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>06400</b>	<b>MILLWORK SUBTOTAL</b>			<b>393,315</b>	\$23.92 per SF 14.93% of Total

07210	INSULATION	Quantity	Unit	Total	Comments:
07210	Insulation at Courtroom Floor	1 BID	7,400	7,400	
07210-001	Dumpsters for Insulation	EA	375	0	
			0	0	
<b>07210</b>	<b>INSULATION SUBTOTAL</b>			<b>7,400</b>	\$0.45 per SF 0.28% of Total

07255	FIREPROOFING	Quantity	Unit	Total	Comments:
07255	Cementitious Fireproofing	BID	0	0	
07255-100	Patch Fireproofing	LS	0	0	
			0	0	
<b>07255</b>	<b>FIREPROOFING SUBTOTAL</b>			<b>0</b>	\$0.00 per SF 0.00% of Total

07900	WATERPROOFING	Quantity	Unit	Total	Comments:
07900	Waterproofing	BID	0	0	
07900-100	Misc Caulking	LS	0	0	
07900-120	Site Concrete Sealants	LF	0	0	
07900-121	Waterproof Depressed / Sloped Slabs	SF	0	0	
07900-123	Termination Bars	LF	0	0	
07900-125	Scaffolding for Waterproofing	LS	0	0	
07255-001	Compressible Filler	LF	0	0	
07270	Firestopping	LS	0	0	
			0	0	
			0	0	
<b>07900</b>	<b>WATERPROOFING SUBTOTAL</b>			<b>0</b>	\$0.00 per SF 0.00% of Total

**Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury**

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07100	ROOFING / SHEET METAL	Quantity	Unit	Total	Comments:
07100-001	Dumpsters for Roofing	EA	375	0	
07310	Asphalt Shingle Roofing	SF	0	0	
07535	Roofing Modified Bitumen	SF	0	0	
07610	Sheet Metal Roofing	SF	0	0	
07610-100	Metal Wall Panels	SF	0	0	
07650	Self Adhering Underlayment	SF	0	0	
07720-2	Roof Hatch	EA	0	0	
07810	Skylights	EA	0	0	
07600-001	Gutters & Downspouts	LF	0	0	
07600-002	Down Spout Boots	EA	0	0	
07535-200	Seal Lightning Protection Penetrations	LS	0	0	
			0	0	
			0	0	
<b>07100</b>	<b>ROOFING SUBTOTAL</b>			<b>0</b>	\$0.00 per SF 0.00% of Total

08000	DOORS, FRAMES, & HARDWARE	Quantity	Unit	Total	Comments:
08000	Doors, Frames, & Hardware	1 BID	80,448	80,448	<b>Door Pro</b>
	Metal Frames	41 EA	0	0	
	Security Hollow Metal Frames	5 EA	0	0	By Detention Subcontractor
	D1 - Solid Core PLAM Door	32 EA	0	0	
	D2 - Solid Core PLAM Door	2 BID	0	0	
	D3 - Solid Core Wood Veneer Door	4 EA	0	0	
	D4 - Solid Core Wood Veneer Pair of Door	1 EA	0	0	
	D5 - Solid Core Wood Veneer Pair of Door	2 EA	0	0	
	D6 - Security Hollow Metal Door	2 EA	0	0	By Detention Subcontractor
	D7 - Security Hollow Metal Door	2 EA	0	0	By Detention Subcontractor
	D8 - Security Access Panel	1 EA	0	0	By Detention Subcontractor
08000-100	Install Doors and Hardware	1 EA	7,129	7,129	<b>Oxford</b>
08000-001	Dumpsters for Drs & Glass	0.5 EA	375	188	
08700	Finish Hardware	EA	0	0	
08700-100	Power Supplies and Electrical Hardware	EA	0	0	
08700-101	Low Voltage Wiring & Terminations to HW	EA	0	0	
			0	0	
<b>08000</b>	<b>DOORS, FRAMES, &amp; HARDWARE SUBTOTAL</b>			<b>87,765</b>	\$5.34 per SF 3.33% of Total

08300	OVERHEAD DOORS	Quantity	Unit	Total	Comments:
08300	Overhead Doors	BID	0	0	
08300-001	Dumpsters	EA	375	0	
			0	0	
<b>08300</b>	<b>OVERHEAD DOORS SUBTOTAL</b>			<b>0</b>	\$0.00 per SF 0.00% of Total

08800	GLASS & GLAZING	Quantity	Unit	Total	Comments:
08800	Glass & Glazing	1 LS	19,735	19,735	<b>Meyerland</b>
08800-001	Dumpsters for Glazing	EA	0	0	
08800-002	Interior Glazing	SF	0	0	
	Glass (only) for HM Frames	549 SF	0	0	
	W1 - 1/4" Clear Tempered Glass	1 EA	0	0	
	W2 - 1/4" Clear Tempered Glass	1 EA	0	0	
	W3 - Security Glass w/ Talk Thru Frame	1 EA	0	0	By Detention Subcontractor
08800-100	Window Protection	SF	0	0	
08800-200	Window Testing	LS	0	0	
			0	0	
<b>08800</b>	<b>GLASS &amp; GLAZING SUBTOTAL</b>			<b>19,735</b>	\$1.20 per SF 0.75% of Total



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09510	ACOUSTICAL	Quantity	Unit	Total	Comments:
09510	Acoustical	1 BID	37,540	37,540	Laser/Applied Finish
09510-001	Dumpster for Acoustical	1 EA	375	375	
09510-100	Acoustical Panels (Impact Resistant)	527 SF	27.44	14,460	Laser/Applied Finish
09510-200	Add'l Support Wiring for Lay-In Fixtures	LS	0	0	
09510-300	Patch & Repair	LS	0	0	
	Acoustical Insulation above Security Metal	1 LS	1,163	1,163	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
09510	ACOUSTICAL SUBTOTAL			53,538	\$3.26 per SF 2.03% of Total

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09310	TILE & TERRAZZO	Quantity	Unit	Total	Comments:
09310	Tile	1 BID	12,535	12,535	<b>Architectural Floors</b>
09310-001	Dumpsters for Tile / Terrazzo	EA	0	0	
09310-100	Clean & Seal	LS	0	0	
09350	Shower Pans	LS	0	0	
09351	Waterproofing / Crack Isolation Membrane	LS	0	0	
09352	Epoxy Grout	LS	0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>09310</b>	<b>TILE &amp; TERRAZZO SUBTOTAL</b>			<b>12,535</b>	<b>\$0.76 per SF 0.48% of Total</b>

09500	FLOOR COVERINGS	Quantity	Unit	Total	Comments:
09500	Flooring	BID	0	0	
09500-001	Dumpsters for Flooring	1 EA	375	375	
09505	Floor Preparation	1 LS	2,850	2,850	
09550	Wood Flooring	SF	0	0	
09615	Marble Flooring	SF	0	0	
09660	Resilient Tile Flooring	SF	0	0	
09660-100	Rubber Base & Transitions	LS	0	0	
09660-101	Rubber Stair Treads & Risers	LS	0	0	
09680	Carpet and Resilient Flooring	1 BID	60,157	60,157	<b>Architectural Floors</b>
09700	Special Flooring	SF	0	0	
09700-100	Sealed Concrete	SF	0	0	
09700-101	Stained Concrete	SF	0	0	
09700-102	Polished Concrete	SF	0	0	
09760	Vapor Transmission Testing / Sealers	SF	0	0	Included w/ Allowances
09500-002	Finish Floor Protection	SF	0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>09500</b>	<b>FLOORING SUBTOTAL</b>			<b>63,382</b>	<b>\$3.85 per SF 2.41% of Total</b>

09900	PAINTING / WALL COVERINGS	Quantity	Unit	Total	Comments:
09900	Painting	1 LS	32,700	32,700	<b>Owens &amp; Burnett</b>
09900-001	Dumpsters for Painting	EA	375	0	
09960	Vinyl Wallcovering	BID	0	0	
09900-100	Patch & Repair	LS	0	0	
09900-200	Painting of Welds	LS	0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>09900</b>	<b>PAINTING SUBTOTAL</b>			<b>32,700</b>	<b>\$1.99 per SF 1.24% of Total</b>

**Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury Room**  
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10000	SPECIALTIES	Quantity	Unit	Total	Comments:
10000-001	Dumpsters for Division 10	1 EA	375	375	
10110	Marker Boards & Tackboards	LS	0	0	
10160	Toilet Compartments	EA	0	0	
10191	Cubicle Curtains	EA	0	0	
10210	Metal Wall Louvers	LS	0	0	
10250	FRP Panels	BID	0	0	
10260	Wall & Corner Guards	BID	0	0	
10270	Access Flooring	1 LS	9,916	9,916	Prestige Interiors
10350	Flagpole	BID	0	0	
10430	Graphics	1 LS	9,845	9,845	South Texas Graphics
10430-100	Display Cases	LS	0	0	
10500	Metal Lockers	BID	0	0	
10520	Fire Extinguishers & Cabinets	1 LS	0	0	incl. w/ Griesenbeck
10521	AED Cabinets	1 EA	350	350	
10538	Aluminum Canopies	BID	0	0	
10605	Wire Mesh Partitions	BID	0	0	
10615	Demountable Partitions	BID	0	0	
10650	Operable Partitions	BID	0	0	
10651	Operable Partition Supports	LF	0	0	
10670	Storage Shelving	BID	0	0	
10810	Toilet Accessories	1 BID	6,089	6,089	Griesenbeck
10810-001	Install Owner Furnished Equip.	EA	0	0	
10900	Knox Box & Caps	EA	850	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>10000</b>	<b>SPECIALTIES SUBTOTAL</b>			<b>26,575</b>	\$1.62 per SF 1.01% of Total

11000	EQUIPMENT	Quantity	Unit	Total	Comments:
11000-001	Dumpsters for Equipment	EA	0	0	
11042	Baptristries	BID	0	0	
11058	Book Drop	EA	0	0	
11060	Theater & Stage Equipment	BID	0	0	
11130	Audio-Visual Equipment	BID	0	0	
11132	Projection Screens	BID	0	0	
11135	Television Brackets	EA	0	0	
11160	Dock Equipment	BID	0	0	
11400	Food Service Equipment	BID	0	0	
11452	Residential Appliances	EA	0	0	
11454	Commercial Laundry Equipment	EA	0	0	
11458	Disappearing Stairs	EA	0	0	
11480	Athletic Equipment	LS	0	0	
11482	Scoreboards	LS	0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>11000</b>	<b>EQUIPMENT SUBTOTAL</b>			<b>0</b>	\$0.00 per SF 0.00% of Total

**Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury**

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12000	FURNISHINGS	Quantity	Unit	Total	Comments:
12000-001	Dumpsters for Furnishings	EA	0	0	
12300	Manufactured Casework	BID	0	0	
12300-001	Laboratory Casework	BID	0	0	
12300-002	Library Casework / Furniture	BID	0	0	
12510	Window Coverings	SF	0	0	
12690	Floor Mats & Frames	BID	0	0	
12710	Auditorium & Theater Seating	BID	0	0	
12730	Stadium & Arena Seating	BID	0	0	
12760	Telescoping Stands / Bleachers	BID	0	0	
12770	Pews and Benches	BID	0	0	
			0	0	
<b>12000</b>	<b>FURNISHINGS SUBTOTAL</b>			<b>0</b>	\$0.00 per SF 0.00% of Total

13000	SPECIAL CONSTRUCTION	Quantity	Unit	Total	Comments:
13000-001	Spcl. Construction Dumpsters	EA	0	0	
	Detention Equipment, Doors, Etc.	1 BID	187,000	187,000	<b>Montgomery Technology Systems</b>
	Detention Doors, Frames and HW	1 BID	0	0	with Detention Equipment
	Security Glazing	1 BID	0	0	with Detention Equipment
	Detention Furnishings and Acc	1 BID	0	0	with Detention Equipment
	Detention Counter/Bench	6 LF	0	0	with Detention Equipment
	Detention Bench (Concrete)	18 LF	0	0	with Concrete
	Security Ceilings	445 SF	0	0	with Detention Equipment
			0	0	
13900	Ansul / Clean Agent Protection	BID	0	0	
			0	0	
<b>13000</b>	<b>SPECIAL CONSTRUCTION SUBTOTAL</b>			<b>187,000</b>	\$11.37 per SF 7.10% of Total

14000	CONVEYING SYSTEMS	Quantity	Unit	Total	Comments:
14200	Elevators	1 LS	45,000	45,000	<b>ALLOWANCE</b>
14200-001	Dumpster for Elevator	EA	0	0	reprogram controller, change push buttons, add ne
14201	Wheelchair Lifts	1 LS	26,363	26,363	<b>Stairlift Store</b>
14205	Temporary Usage Fees	LS	0	0	
14430	Platform Lifts	LS	0	0	
14630	Bridge Cranes	LS	0	0	
			0	0	
			0	0	
<b>14000</b>	<b>CONVEYING SYSTEMS SUBTOTAL</b>			<b>71,363</b>	\$4.34 per SF 2.71% of Total

15300	FIRE PROTECTION	Quantity	Unit	Total	Comments:
15300	Fire Protection	1 BID	64,865	64,865	<b>Impact</b>
15300-001	Fire Protection Dumpster	0.5 EA	375	188	
15300-100	Extend Fire Piping into Building	LS	0	0	
15310	Underground Service	LF	0	0	
15350	Paint Pipe	LS	0	0	
15310-100	Drayage	LS	0	0	
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	
<b>15300</b>	<b>FIRE PROTECTION SUBTOTAL</b>			<b>65,053</b>	\$3.96 per SF 2.47% of Total



**Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury**

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15400	PLUMBING	Quantity	Unit	Total	Comments:
15400	Plumbing	1 BID	69,850	69,850	<b>Gray</b>
15400-001	Dumpster for Plumbing	1 EA	375	375	
15402	Haul-Off Excess Spoils	CY	0	0	
15405	French Drains at Depressed / Sloped Slabs	LS	0	0	
			0	0	
<b>15400</b>	<b>PLUMBING</b>			<b>70,225</b>	<b>\$4.27 per SF 2.67% of Total</b>

15410	SITE UTILITIES	Quantity	Unit	Total	Comments:
15410	Site Utilities	BID	0	0	
15410-100	Storm Sewer	LS	0	0	
15410-200	Sanitary Sewer	LS	0	0	
15410-300	Site Domestic Water	LS	0	0	
15410-400	Site Fire Lines	LS	0	0	
15410-310	Meters & Taps - Domestic & Fire	LS	0	0	
15410-320	Meters & Taps - Irrigation	LS	0	0	
15410-500	Natural Gas	LS	0	0	
15410-110	Connect Downspouts to Stm Swr	LS	0	0	
15403	Haul-Off Excess Spoils	CY	0	0	
			0	0	
<b>15410</b>	<b>SITE UTILITIES</b>			<b>0</b>	<b>\$0.00 per SF 0.00% of Total</b>

15500	HVAC	Quantity	Unit	Total	Comments:
15500	HVAC	1 LS	116,000	116,000	<b>Gray Mechanical</b>
15500-001	Dumpsters for HVAC	1 EA	375	375	
15550-100	Construction Filters	LS	0	0	
15900	Test and Balance	LS	0	0	
15950	Controls	LS	0	0	
15901	Duct Cleaning	16,446 SF	0	0	
			0	0	
			0	0	
<b>15500</b>	<b>HVAC</b>			<b>116,375</b>	<b>\$7.08 per SF 4.42% of Total</b>

16000	ELECTRICAL & SPECIAL SYSTEMS	Quantity	Unit	Total	Comments:
16100	Electrical	1 BID	376,600	376,600	<b>Lakey</b>
16100-001	Dumpsters for Electrical	3 EA	375	1,125	
16100-100	Haul Excess Soil	LS	0	0	
16100-200	Temporary Power & Lighting	16,446 SF	0.25	4,112	
16100-300	Concrete Encasement	LS	0	0	
16670	Lightning Protection	LS	0	0	
16700	<b>Structured Cabling</b>	1 LS	46,221	46,221	<b>MCA</b>
16710	Data & Phone System / Equipment	LS	0	0	
16720	Fire Alarm System	1 BID	0	0	with Electrical
16800	<b>Audio Video System</b>	1 LS	103,253	103,253	<b>MCA</b>
16740	<b>Security Camera System</b>	1 LS	21,355	21,355	<b>Stanley Security</b>
16750	<b>Access Control System</b>	1 LS	0	0	incl. w/ Stanley Security
	<b>Additional Division 28 Allowance</b>	1 LS	55,000	55,000	<b>ALLOWANCE</b>
16730	Electronic Control System	LS	0	0	incl. w. Additional Div. 28 Allowance
16760	Add'l Access Control	LS	0	0	incl. w. Additional Div. 28 Allowance
16810	Detention Intercommunication	LS	0	0	incl. w. Additional Div. 28 Allowance
			0	0	
<b>16000</b>	<b>ELECTRICAL &amp; SPECIAL SYSTEMS SUBTOTAL</b>			<b>607,666</b>	<b>\$36.95 per SF 23.07% of Total</b>



# BROOKSTONE

CONSTRUCTION MANAGERS | GENERAL CONTRACTORS

O: 713.683.8800

3715 Dacoma Street Houston, Texas 77092

F: 713.680.0088

www.brookstone-tx.com

## QUALIFICATIONS TO BID

**Date: March 26, 2018**

**Re: Fort Bend County Justice Center - Courtroom Buildout, Law Library and Grand Jury**

If the contract is awarded to and accepted by Brookstone, the following qualifications and clarifications are specifically accepted and included as an inherent part of the contract price:

1. The following allowances are included:

- a. Patch Existing Wall & Ceiling Finishes - \$12,500
- b. Shift Work - \$75,000
- c. Miscellaneous Steel - \$12,500
- d. Elevator Work - \$45,000
- e. Additional Division 28 Allowance - \$55,000
  - i. This includes items from the security scope excluded by Stanley Security (devices with symbols labeled DB, RR, REL, DS, MS, D)
  - ii. Spec 28 4000 Electronic Control
  - iii. Spec 28 5123 Detention Intercommunication

2. Brookstone includes the following qualifications:

- a. The access flooring included is Tate CCN1250;
- b. The wheelchair lift included is a Bruno VPL Commercial wheelchair lift;
- c. The interior room signage included matches the signage installed in the Justice Center Expansion.

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**

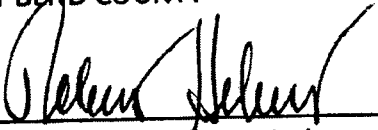
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**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

2-14-2017  
Date



ATTEST:

  
Laura Richard, County Clerk

BROOKSTONE, LP

By: Brookstone Management, LLC

  
Authorized Agent – Signature

RYAN BUSKING  
Authorized Agent – Printed Name

Title

Date

APPROVED:

  
James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

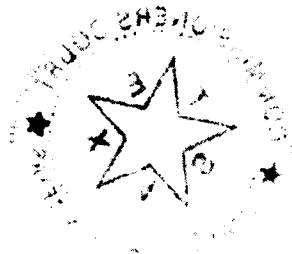
  
Marcus D. Spencer, First Assistant County Attorney

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

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# EXHIBIT A



# BROOKSTONE

CONSTRUCTION MANAGERS | GENERAL CONTRACTORS

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.

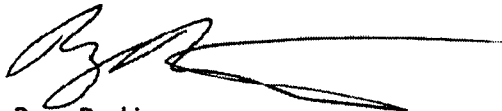
Having examined the contract documents per Attachment No. 1, Brookstone proposes to perform the Work of the Project required by the Contract Documents for the sum set forth on the following pages. If in conflict with other Contract Documents, this Proposal Letter shall have priority.

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,

- 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.

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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
Addendum #1	12.14.2016

Clarification	Title	Date
N/A		

**End of Attachment No. 1**



**Fort Bend County Justice Center Exp.**

1422 Eugene Helmann 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>	
<b>Owner Contingency (5%)</b>			<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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PIAS0079-004 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
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR - BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00
LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender - Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00

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:**  
2018-330771

**Date Filed:**  
03/27/2018

**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:**  
04/03/2018

**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  
Amendment 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 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)