

AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 16th day of September in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Tyler County
100 West Bluff Street
Room 102
Woodville, Texas 75979
Telephone Number: (409) 283-2141
Fax Number: (409) 331-0028

and the Architect:
(Name, legal status, address and other information)

Komatsu Architecture
3880 Hulen Street, Suite 300
Fort Worth, Texas 76107
Telephone Number: (817) 332-1914
Fax Number: (817) 877-4754

for the following Project:
(Name, location and detailed description)

Tyler County Courthouse Rehabilitation and Renovation
100 West Bluff Street
Woodville, Texas 75979
Rehabilitation and Renovation to the Tyler County Courthouse

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Tyler County desires to have designed and built a new cupola for the historic Tyler County Courthouse. The Architect will coordinate between Tyler County and the Texas Historical Commission to accomplish this project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by

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the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions,

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quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are services that are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Paragraph Deleted)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Four (4) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

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§ 4.2.3 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

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User Notes:

(3B9ADA25)

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of

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execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit A - Komatsu Architecture Fee Proposal

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit B - Komatsu Architecture Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit B - Komatsu Architecture Hourly Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

(Paragraph Deleted)

(Table Deleted)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B - Komatsu Architecture Hourly Rates

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(Table Deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are
(Paragraphs Deleted)

included in the fee outlined in Exhibit A – Komatsu Architecture Fee Proposal.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

5.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit A - Komatsu Architecture Fee Proposal
Exhibit B - Komatsu Architecture Hourly Rates
Exhibit C - Komatsu Architecture Insurance Certificate

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Hon. Jacques Blanchette, County Judge

(Printed name and title)

ARCHITECT



(Signature)

Karl A. Komatsu, President

(Printed name and title)

Init.

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User Notes:

(3B9ADA25)



KOMATSU
ARCHITECTURE

June 9, 2017

Hon. Jacques Blanchette, County Judge
Tyler County, Texas
100 West Bluff, Room #102
Woodville, Texas 75979

re: Tyler County Courthouse Rehabilitation – Komatsu Architecture Professional Services

Dear Judge Blanchette,

On behalf of Komatsu Architecture, I am pleased to provide you with a fee proposal for the clock tower restoration and also for the “Road Map” plan to determine the priorities for repair for planning purposes.

Attached to this proposal are the Meeting Minutes from June 6, 2017, which reflect more information about the goals of each of these projects.

The fee for the clock tower replacement is \$79,729.12. This includes structural engineering, full plans and specifications, and construction administration. It is Komatsu’s understanding that the County is providing the clock and masonry/mortar analysis consultants. Also, lightning protection is something that we did not cover in the meeting. If the County would like to explore including lightning protection in this phase, we would be happy to gather a quote for that aspect. Otherwise, we will include in the contract that the County is opting to not include lightning protection at this time. A more comprehensive breakdown of this fee is attached to this proposal on the following page.

The fee for the “Road Map” is \$10,000. This includes the conditions assessment of your existing courthouse, prioritization of the deferred maintenance/rehabilitation projects and conceptual costs associated with each task for planning purposes. Your County Historical Commission asked for a list of additional services. Those services are as follows:

Presentation Rendering(s): \$3000 each

3D Rendering(s): \$1,800 each

Public “Town Hall” Meetings: \$2,500 each

Please let me know if you have any questions or need additional information. Thank you for your consideration of Komatsu Architecture for this important task. We truly look forward to working with you on your landmark courthouse.

Very Truly Yours,

A handwritten signature in cursive script that reads "Dana Compton".

Dana M. Compton

Director of Business Development

A&E PROPOSAL

NAME OF FIRM

Komatsu Architecture

PROJECT TITLE

Tyler County Courthouse

LOCATION

Woodville, Texas

DESCRIPTION

Clock Tower Replacement

KOMATSU PROJECT NO:
2017.131

TIME (DAYS)

EST. COST OF CONSTRUCTION

N/A

Section A	Drawings	NO. OF DRAWINGS	EST. NO. OF HOURS	HOURLY RATE	TOTAL ESTIMATED COST		
					BY A&E	BY CONSULTANT	
					A	B	
	DRAWINGS						
	A. Project Manager/Architect		120.0	\$156.86	\$18,823.20		
	B. Electrical Engineer					\$5,000.00	
	C. Structural Engineer - Assessment					\$5,000.00	
	D. Structural Engineer - Design					\$7,000.00	
	E. Draftsman: Architectural		240.0	\$112.80	\$27,072.00		
	TOTAL DESIGN COST					\$45,895.20	\$17,000.00
	TOTAL COLUMN A (Incl. Overhead) + B					\$62,895.20	
	PROFIT ON CONSULTANTS: 10 % X \$ 17,000.00					\$1,700.00	
	TOTAL SECTION A.					\$64,595.20	
Section B	Construction Admin.	CONSTRUCTION ADMINISTRATION Architectural		72.0 HRS @ \$ 156.86	\$11,293.92		
		TOTAL SECTION B.				\$11,293.92	
Section C	Printing & Postage	PRINTING AND POSTAGE Printing and Postage			\$1,200.00		
		TOTAL SECTION C.				\$1,200.00	
Section D	Travel	TRANSPORTATION Round Trip Cost		6 Trips @ \$400.00	\$2,400.00		
		Per Diem		6 Days @ \$40.00	\$240.00		
		SUBTOTAL SECTION C				\$2,400.00	
		PLUS PROFIT		10 % X \$2,400.00	\$240.00		
		TOTAL SECTION D.					\$2,640.00
TOTAL SECTION A ABOVE					\$64,595.20		
TOTAL SECTION B ABOVE					\$11,293.92		
TOTAL SECTION C ABOVE					\$1,200.00		
TOTAL SECTION D ABOVE					\$2,640.00		
GRAND TOTAL - FEE PROPOSAL						\$79,729.12	

SIGNATURE

Rana Compton

DATE OF PROPOSAL

06/09/2017 (Revised 06/13/2017)



KOMATSU
ARCHITECTURE

Meeting Minutes No **001** Date: **06.08.2017**
Meeting Date: **06.06.2017** Project Number: **2017.131**
Meeting Time: **11:00** Project Title: **Tyler County Courthouse
Rehabilitation**
Meeting Location: **Commissioner's Court Room, Tyler
County Courthouse** Project Location: **Woodville, Texas**
Participants: **Hon. Jacques Blanchette, County Judge
Jack Walston, County Commissioner
Greg Stewart, Facilities
Robert Whelan, Painter/Clock Restorer
Gene Robinson – Brick Mason
Britt Barr – Project Reviewer, THC
Mary Nell Rainey, Tyler County Historical Society
Bob Morris, Tyler County Historical Society
Huntley Kennison, Tyler County Historical Society
Eleanor Holderman, Tyler County Historical Society
Raul Berrios, Komatsu Architecture
Dana Compton, Komatsu Architecture**

Meeting Minutes:

Mary Nell asked about Komatsu's relationship with the THC – Dana gave a brief history of the relationship.

Britt has the Master Plan – original completed by Graham Luhn ~2000 and updated completed by Volz & Associates ~2008. The structural engineer at that time may have been Pat Sparks. Britt to confirm.

Britt – there are 3 main differences from 1891-1938:

1. Exterior plaster over brick
2. Clock Tower
3. Front steps

Discussion Item 1:

**Removal of tower and replacement of tower to emulate the original
Roof removal and replacement**

Bell in tower is 1500 lbs. Manufactured in Baltimore and the company is still in operation.
Clock is a Seth Thomas No. 16

Unless notification to the contrary is received within seven days, these meeting minutes will be considered correct.

Meeting Minutes prepared by:

Page 1 of 4

M E E T I N G M I N U T E S

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Scheduling: Time is a major consideration because of the rains. Hurricane season (June-November), as well as the spring rains have to be considered. There may not be a great time to do this. We need to strategize as a team on this.

The County expressed their desire to do the cupola/roof project in 3 months' time. Britt stated that 3 months is out of the question. The cds could take 3 months, and then the construction can start.

Judge is going to look into the roof claim with the THC.

Britt recommends a two-phase process:

Phase I: Remove roof and tower; re-roof with temporary (semi-permanent) roof over the opening for tower

Phase II: Re-build the tower, and then do masonry on tower

Raul recommends a slightly different three-phase process:

Phase I: Remove roof and tower; re-roof with temporary (semi-permanent) roof over the opening for tower

Phase II: Remove the plaster from the body of the courthouse, re-tuck and re-point the masonry.

Phase III: Rebuild the tower, and then do masonry on tower.

The concrete curb is continuous and is supported by I-beams.

Dana spoke about Komatsu's experience with Campbellsville building a new cupola for Throckmorton's Courthouse. The consensus is that the County would most likely like to have the frame built, installed on the roof, and then bricked.

Treatment of masonry on tower

Gene would like to look at an option of a veneer of fabricated concrete that is made to look like the bricks. These are 7 oz. vs. 3.5 lbs. for bricks. Britt would need to see a physical sample of this to determine if the THC would approve this. Gene is going to try to make a sample so Britt and Raul can see it. Britt expressed concern about the correct brick pattern being implemented.

A structural engineering report has been done of the current cupola, but Komatsu will coordinate a structural engineer to analyze the load requirements for the proposed new cupola – ahead of a new roof going in. The engineer who previously worked on the courthouse assessed a few parts of the courthouse (mostly stabilization-related) and was out of Beaumont.

Masonry on the Body of the Courthouse

Gene – the mortar is harder than the brick and it gets extremely hard starting around 3' down to the ground.

Unless notification to the contrary is received within seven days, these meeting minutes will be considered correct.

Meeting Minutes prepared by:

Page 2 of 4

M E E T I N G M I N U T E S

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There is a concern about how the south end of the building can tie into the tower; could potentially look at using the applied veneer on the south end of the building if it needs to be “bricked.”

Options for masonry rehabilitation:

Salvaged brick

Replicated brick

Saw the brick in half and create the veneer

Flip the brick to the other side, if not damaged on the back side

Raul estimates, based on prior experience, that when removing the plaster, ~50% of the brick will need replacement.

Gene has recommended starting the removal on the west and east facades.

Mary Nell said that previously someone from San Antonio came to look at the masonry. Cannot recall name, but he worked on the Alamo. She would like to see a second opinion of the masonry recommendations from Gene.

Front Steps

Discussion about the possibility of blending the steps with the brick if the steps stay in place. If they must be removed, a back entrance can be added into the back of the courtroom. The second floor needs a second form of egress to meet life safety code. Britt indicated that the stairs are not objectionable – the dilemma is that since they are not part of original construction, there would not be brick behind the plaster, so putting brick up at this point may not be appropriate. Raul suggested a vine wall and showed the group photos of such a wall. Several people were intrigued by this idea – Eleanor suggested that the local snakes would really like it as well. Haha/yikes.

“Road Map” for future repairs

Britt has sent a 6-point plan to the County Historical Association (attached to these Minutes as Attachment A).

The Judge and the County would like to identify where they want to be one year from now, and beyond. Set goals with costs so they can start planning.

Komatsu to provide the County with a fee for this.

Next Steps

Plaster Removal

Britt indicated that there is no reason why the plaster removal can't start on the east façade. The

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Meeting Minutes prepared by:

Page 3 of 4

M E E T I N G M I N U T E S

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sooner Gene starts, the better. That will inform the rest of the process.

Road Map

Huntley would like us to do a physical model of the building so they can go out to the communities in the County and solicit support and/or funds. Discussion ensued about virtual models vs. physical models. Huntley then determined that renderings (eyewash) materials would be sufficient instead of a physical model. Komatsu could provide a collection of drawings, possibly a 3D rendering of what the finished rehabilitated courthouse would look like. Mary Nell has a granddaughter-in-law who does this sort of thing and could possibly do it for less cost. She will look into this.

Once we settle on a rendering, the County Historical Commission will want several boards to display around the County. Dana suggested sending them the artwork and they can print it up themselves to save cost and shipping. They liked this idea.

Dana mentioned Komatsu's assistance with grant writing. The County Historical Commission liked this idea.

Tower

Greg has put together bids, which are attached to as Attachment B to this document. This includes the crane removal of the bell, concrete beams and I-beams. This does not include the structural base for the new tower, since that would need to be designed by a structural engineer.

Komatsu Fee Proposal

By Friday, 06/09/2017, Komatsu will send the County a fee proposal for:

1. Plans and Specs with limited CA since Greg Stewart is acting as the owner's rep overseeing construction. Structural engineering fee to be included under Komatsu.
2. "Road map" with add services for renderings/boards. We are to give them a menu of services that they can choose from.

Unless notification to the contrary is received within seven days, these meeting minutes will be considered correct.

Meeting Minutes prepared by:

Page 4 of 4

M E E T I N G M I N U T E S

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TEXAS HISTORICAL COMMISSION
real places telling real stories

Attachment A
Mtg Min 06-06-2017

May 1, 2017

The Honorable Jacques L. Blanchette
County Judge, Tyler County
100 W. Bluff, Room #102
Woodville, TX 75979

Re: Tyler County Courthouse Restoration – Meeting with County Historical Commission, April 25, 2017

Greetings Judge Blanchette:

It was a pleasure to see you last week, and meet several members of the Tyler County Historical Commission. The group shared its wish to restore the Tyler County Courthouse, and the need to do it in an incremental way as the County can afford to tackle the work.

You have requested a way to prioritize the work into phases that are logical and sequential from fiscal and construction standpoints. It is possible that some of the work can be accomplished using local contractors and tradesmen on a pay-as-you-go basis. Other items will have to be publicly bid, and still others will require the engagement of professionals for architecture and engineering, particularly the tower and roof restoration.

Several phases of work emerged from our conversation, in roughly the following sequence with some possibility for overlap:

1. Remove the 1937 clocktower and replace the leaking roof. Removal of the tower will salvage any original 1891 brick found, and leave intact a sound base of original construction upon which to rebuild a replica of the 1891 clocktower. Original clockworks and bell would be carefully removed and displayed elsewhere in the courthouse.
2. Reconstruct the 1891 clocktower, as accurately as possible, based on historic photographs and any other reliable documents available.
3. Remove the exterior plaster from 1891 Courthouse, restore original brick masonry, repair and restore the original wood windows. This phase could run concurrently with Phases 1 and 2. This process will require close coordination with THC to ensure the proper mortar mix is used in the brick masonry restoration.
4. Reconstruct original gables, sloped roof, and cresting.
5. Rehabilitate or Restore the interior of the original courthouse to the greatest extent possible. This effort presents a special challenge: The non-original 1937 exterior stair is the only usable stair up to the 2nd floor District Courtroom. Accurately restoring the 1891 exterior would require removal of this stair. Its removal would require reconstructing the interior stair lost during the 1937 renovation, whose location and configuration are not exactly known. No conclusive evidence of the original stair has been found by previous investigations and its re-creation would require some conjecture. The current location of the elevator likely occupies part of the floor opening of the original stair. Currently, there is lack of overwhelming support for removing the exterior stair, reconstructing a main interior stair and a new elevator located out of the historic main hallway. This is an issue that will require much careful consideration to successfully resolve.
6. The existing 1937 Additions would remain in service and be repaired and renovated to provide space for accessible public restrooms, secondary stairs, storage and other services, thereby freeing the 1891 Courthouse for interior restoration to the greatest extent possible. The exterior plaster and



windows of the 1937 Additions would be treated in a manner compatible and harmonious with the historic 1891 Courthouse, but still recognizable as distinct and clearly from their own time period.

In the coming months I look forward to continued discussions with Tyler County to see these phases of work developed in much greater detail. In the meantime, please feel free to contact me anytime with comments and questions. Thank you for your efforts to preserve the heritage of public architecture in Tyler County and in Texas.

Sincerely,

A handwritten signature in black ink that reads "Britten Barr". The signature is written in a cursive style with a long horizontal line extending to the right from the end of the name.

Britten Barr, Program Reviewer
Texas Historic Courthouse Preservation Program

cc: file

Tyler County Courthouse (1891, modified 1937)
Site Visit Report and Assessment

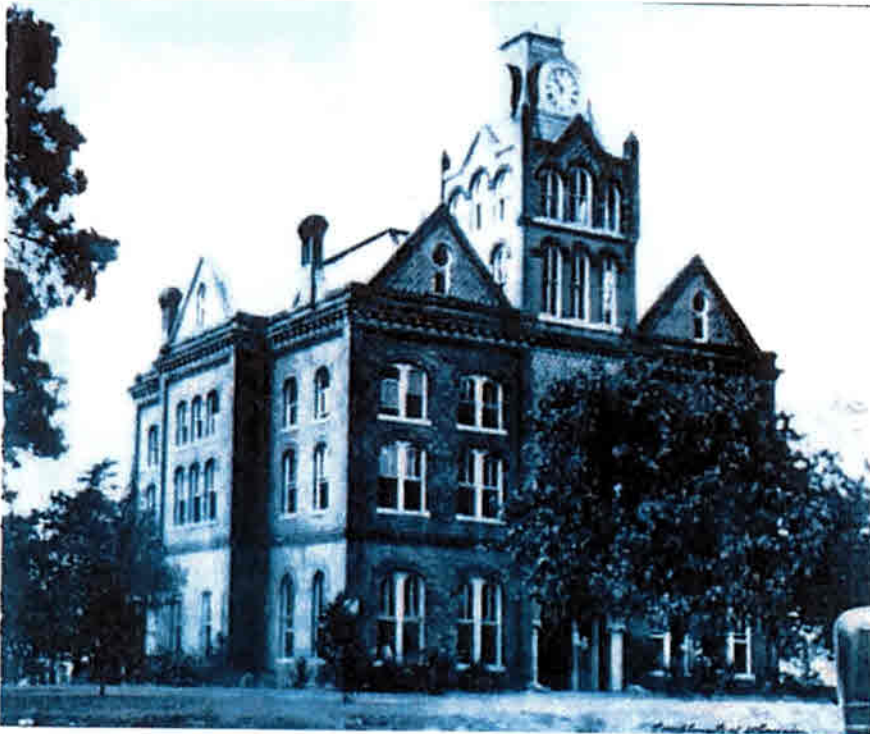
December 19, 2016

Date of Site Visit: December 1, 2016 1:30 PM
Weather: Clear Temp: Mid 70s

Attending:

Jacques Blanchette, Tyler County Judge

Britten Barr, Architect, Texas Historical Commission Program Reviewer (Author of report, 12-19-2016)



The purpose of this site visit was for THC Reviewer to follow-up on a recent meeting in Austin between Tyler County representatives and THC to discuss options for eliminating water leaks from the clocktower, and to potentially begin restoring the building, possibly in phases.

The attendees toured the tower attic and roof to become familiar with existing conditions, determine the degree of damage, and begin to consider repair and restoration possibilities.

Tyler County Courthouse
in 1891

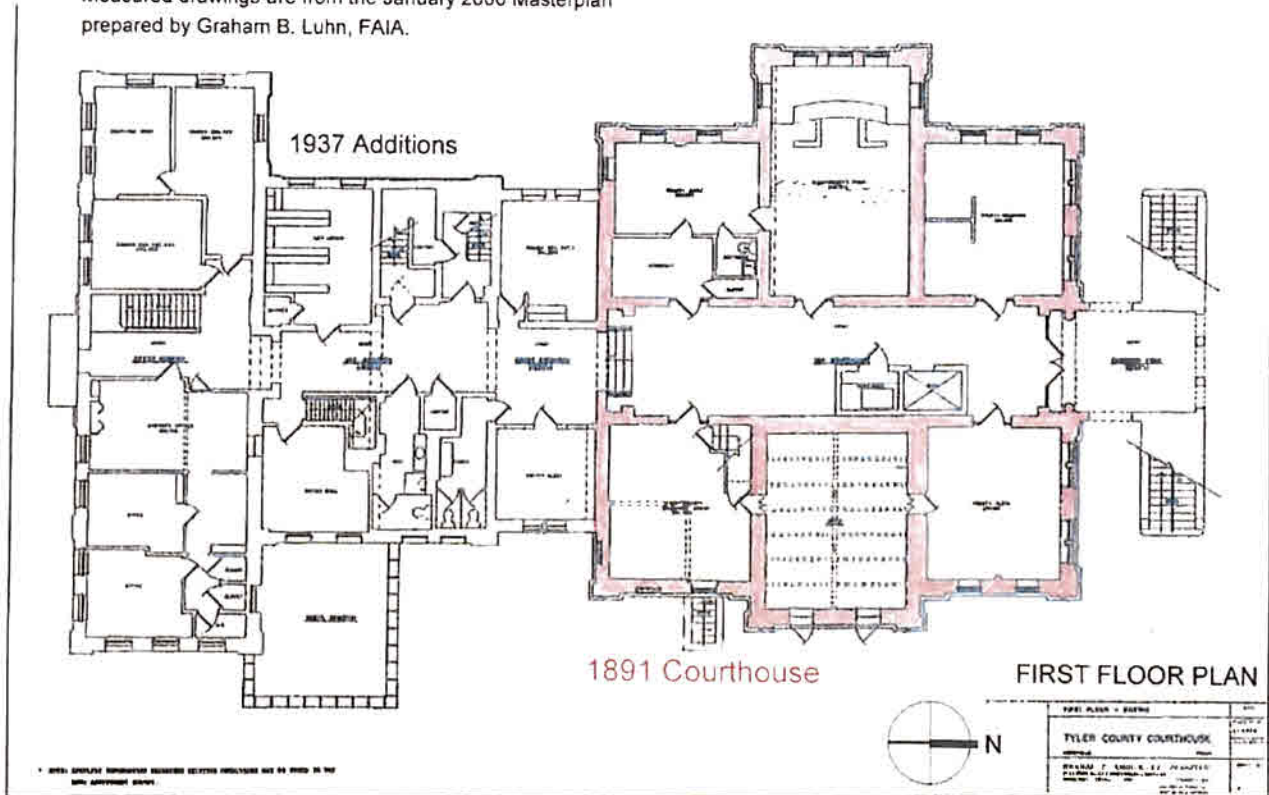


Tyler County Courthouse
in 2013, presenting its 1937
reconfiguration, North Elevation.

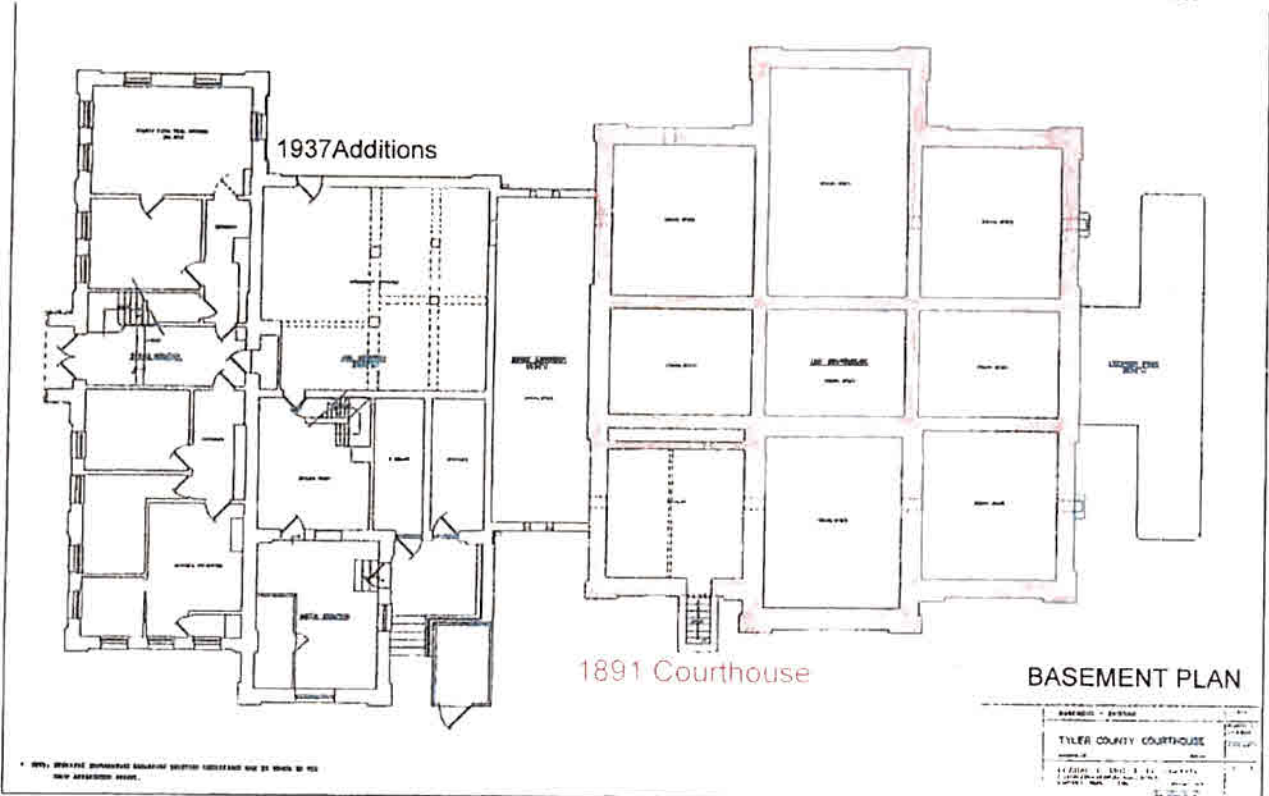
Tyler County Courthouse (1891, modified 1937)
Site Visit Report and Assessment

December 19, 2016

Measured drawings are from the January 2000 Masterplan prepared by Graham B. Luhn, FAIA.



III.B.1.2

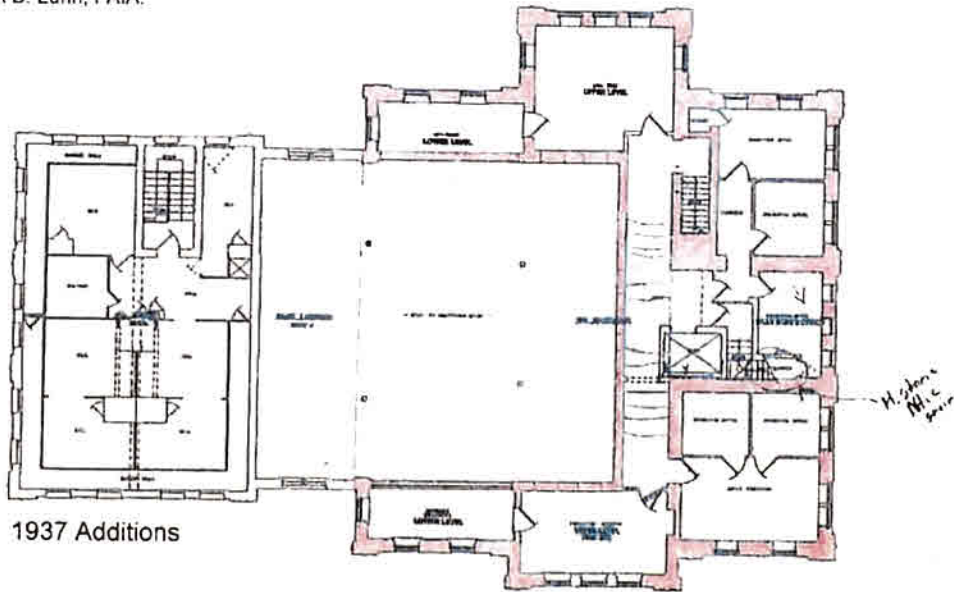


III.B.1.1

Tyler County Courthouse (1891, modified 1937)
Site Visit Report and Assessment

December 19, 2016

Measured drawings are from the January 2000 Masterplan prepared by Graham B. Luhn, FAIA.



1937 Additions

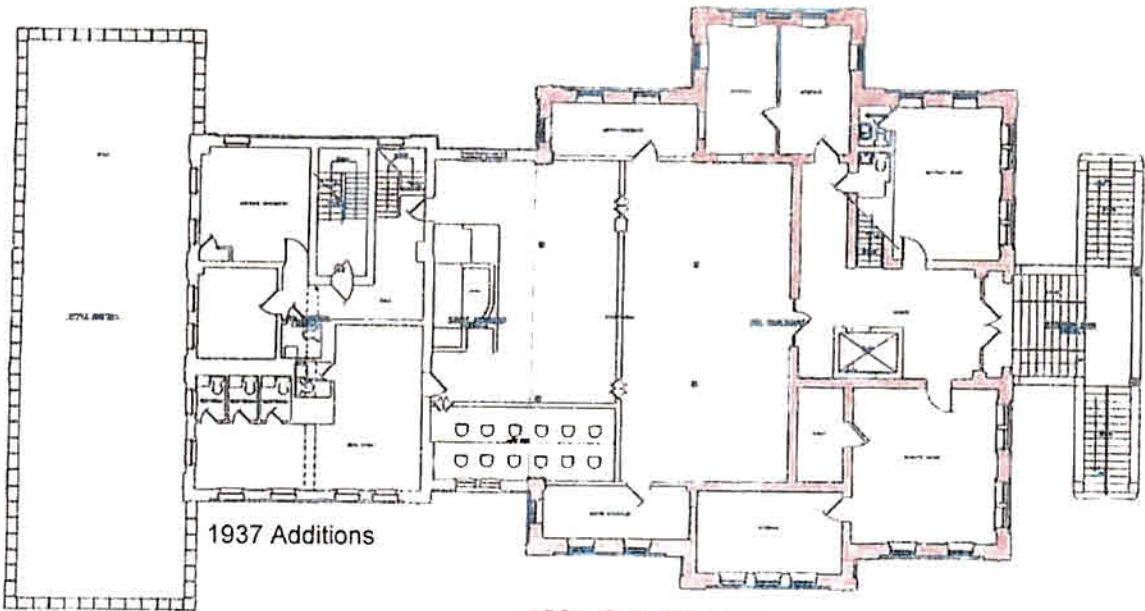
1891 Courthouse

THIRD FLOOR PLAN



SITE PLAN - 8/20/16	
TYLER COUNTY COURTHOUSE	
DATE: 8/20/16	SCALE: 1/8\"/>

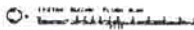
III.B.1.4



1937 Additions

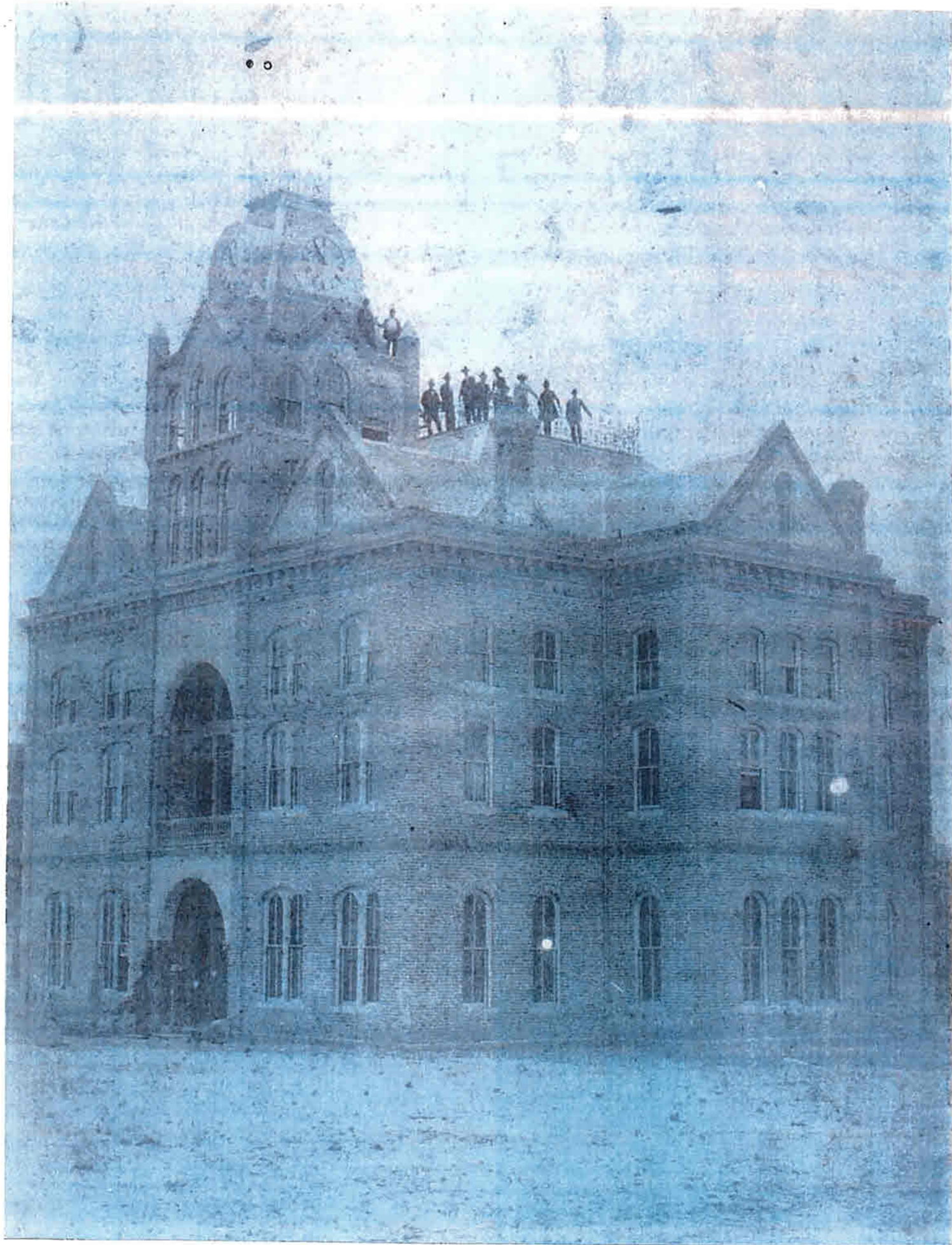
1891 Courthouse

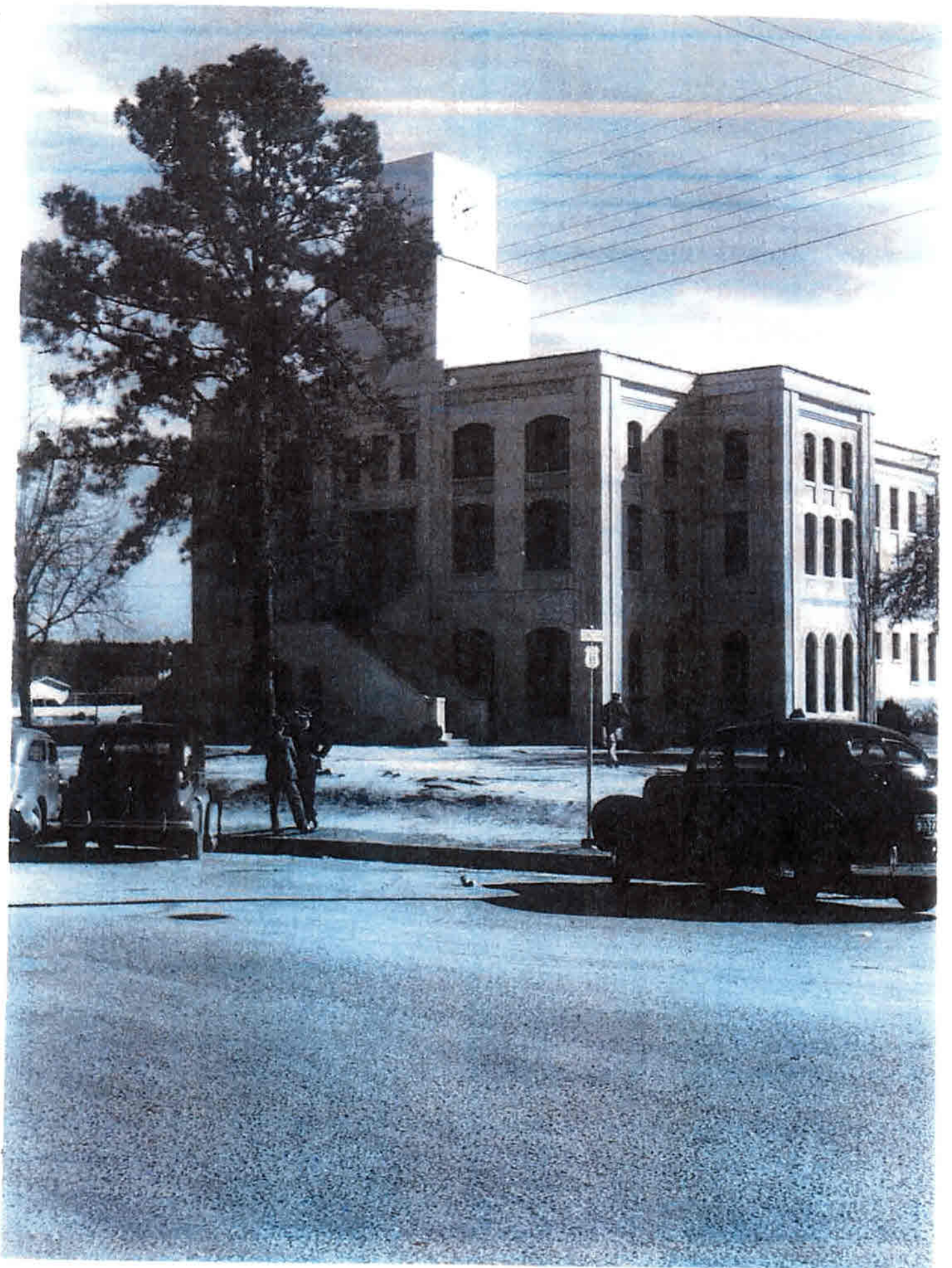
SECOND FLOOR PLAN



SITE PLAN - 8/20/16	
TYLER COUNTY COURTHOUSE	
DATE: 8/20/16	SCALE: 1/8\"/>

III.B.1.3





Proposed Expenses Associated with the Clock Tower

Mobley Safway (scaffolding & container)	\$ 46,805.25
Easley Crane & Rigging (removal of tower)	\$ 2,782.00
Pyramid Roofing (roofing)	\$ 66,700.00
Pyramid Waterproofing, Inc. (Bell Tower Demolition Waterproofing)	\$ 6,250.00
<u>Estimated Labor Cost</u>	<u>\$ 32,000.00</u>
Total Proposed Cost	\$ 154,537.25

KOMATSU ARCHITECTURE
LABOR COSTS & BILLING RATES
 Effective January 2017

POSITION	LABOR COST*		BILLING RATE	
Project Management				
Vice President, Principal	\$68.07	\$85.05	\$187.28	\$250.00
Prog Director, Proj Mgr	\$57.01	\$68.07	\$156.86	\$187.28
Proj Architect I	\$53.10		\$146.09	\$0.00
			\$0.00	
Project Coordinator Level				
Architect II	\$48.78		\$134.23	\$0.00
Senior Technical I	\$41.63		\$114.54	\$0.00
Technical Staff Level				
Drafter II	\$41.00		\$112.80	\$0.00
Drafter III	\$34.37		\$94.56	\$0.00
Tech Spec Support	\$29.70		\$81.70	\$0.00
Project Specialist Level				
Estimator	\$60.00		\$165.08	\$0.00
LEED Mgt Prog Mgr	\$30.89		\$85.00	\$0.00
Interior Designer	\$46.40		\$127.67	\$0.00
Facility Mgt Data Coord	\$37.12		\$102.14	\$0.00
Space Planner	\$29.70		\$81.70	\$0.00
Construction Administrator	\$53.00		\$145.82	\$0.00
Construction Field Observer	\$30.93		\$85.10	\$0.00
Quality Control Reviewer	\$37.12		\$102.14	\$0.00

*Labor rates are Salary/Hr plus mandatory Payroll Additives



KOMAINC-01

EXHIBIT C

CBARTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brush Creek Partners LLC 4444 Broadway Kansas City, MO 64111	CONTACT NAME: PHONE (A/C, No, Ext): (816) 523-2323 FAX (A/C, No): (913) 800-8249 E-MAIL ADDRESS: info@brushkc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Hanover Insurance Group	
NAIC # 22292	

INSURED Komatsu/Rangel, Inc; Komatsu Architecture 3880 Hulen St., Suite 300 Fort Worth, TX 76107	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
--	---

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ODK A589554	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000					
		MED EXP (Any one person)	\$ 5,000					
		PERSONAL & ADV INJURY	\$ 1,000,000					
		GENERAL AGGREGATE	\$ 2,000,000					
		PRODUCTS - COMP/OP AGG	\$ 2,000,000					
			\$					
A	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWKA589531 02	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
A	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ODK A589554 02	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 1,000,000
		AGGREGATE	\$ 1,000,000					
			\$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			W2K A589538 02	04/01/2017	04/01/2018	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
		E.L. EACH ACCIDENT	\$ 1,000,000					
		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
A	Prof Liability			LHKA702109-02	08/06/2017	08/06/2018	Per Claim	2,000,000
		Prof Liability	Aggregate				2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Tyler County Courthouse, Woodville, TX

CERTIFICATE HOLDER

CANCELLATION

Tyler County 100 West Bluff Street Room 201 Woodville, TX 75979	<p style="font-size: x-small;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE
--	---