



COUNTY of GALVESTON
COUNTY COURTHOUSE

722 MOODY AVENUE 2nd FLOOR GALVESTON, TEXAS 77550
Phone: 409-770-5562 FAX: 409-770-5560

April 11, 2025

Re: 2024 Facility Condition Assessment CM24226

Pursuant to Section 1.2 of the Project Management Services Agreement between the County of Galveston, Texas (“the County”) and Turner & Townsend Heery (“Heery”), the County requests an increase in the cost of the 2024 Facility Condition Assessment (the “Project”).

The increase of \$11,800.00 is for reimbursable expenses for structural engineering services of three buildings.

\$189,500.00	Fixed Fee
\$11,800.00	Increase (reimbursable expense)
\$201,300.00	Total Cost

Galveston County

Turner Townsend & Heery, LLC

County Judge Mark Henry

Gary Whittle
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Reason: I am approving this document
Date: 2025.04.15 10:47:29-05'00'

Gary Whittle, Project Director

Project Management Services Agreement

THIS PROJECT MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is made as of **July 30, 2024** by and between **County of Galveston, TX** (“Client”), and **Turner & Townsend Heery, LLC.**, a Georgia limited liability company (“HEERY”). Client and HEERY are also referred to herein as the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Client and HEERY hereby agree as follows:

1. PROJECT MANAGEMENT SERVICES

1.1 Client hereby appoints HEERY to provide the project management services (the “Services”) for certain Client facilities and construction projects, including the 2024 Facility Condition Assessment (the “Project”). The scope of work for the Services is as described in Appendix “A”, attached hereto. The compensation to be paid to HEERY and other terms relating to the Project is set forth on HEERY’s proposal attached as Appendix “B”. The term of this Agreement shall commence on the date of this Agreement and expire, unless earlier terminated as provided herein, upon the completion of all Services and final payment by Client.

1.2 Client’s obligation to pay or reimburse HEERY as provided herein shall survive the expiration or termination hereof. All payments to HEERY hereunder shall be made in the amounts then due and without set-off. Client shall pay HEERY in connection with the Services, per agreed upon billing schedule, on a lump sum basis of one hundred eighty nine thousand, five hundred dollars (\$189,500.00). Additional Services will be as mutually agreed by the Parties in writing on a time spent or lump sum basis.

1.3 Client will pay any sales, use, gross receipts, value-added or other consumption-based taxes with respect to any goods and services provided to Client by HEERY or any subcontractor or any goods or services procured by HEERY as Client’s agent or for the benefit of Client. Client shall retain the right to contest any such taxes assessed against Client.

1.4 HEERY will assist in the development and implementation of a master schedule for the Project. HEERY will advise Construction Professionals (as hereinafter defined) of the target completion dates established by Client. HEERY will use reasonable commercial efforts to complete its tasks in accordance with such time constraints but does not guaranty such schedule.

1.5 The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by Client to perform work on the Project (“Construction Professionals”), will be limited to overseeing and managing the work of the Construction Professionals. HEERY will review Project documents and require such changes as are necessary so that such documents are in the name of Client, and all warranties run in favor of Client. Client acknowledges that the work product provided by Construction Professionals will be the responsibility of such persons and that HEERY does not warrant or guaranty, and will not be liable with respect to, their performance or work product. HEERY will not be liable for design techniques or procedures employed by any third-party including Construction Professionals providing design or other services in connection with the Project, or construction means, methods, techniques, sequences or procedures. All agreements with Construction Professionals shall be entered into either by Client directly and the funds necessary to pay for such services shall be paid by Client. In contracts with the Construction Professionals, HEERY shall be named as an additional indemnified party and an additional insured under the Construction Professional’s liability insurance.

1.6 HEERY shall provide the Services according to the standard of care ordinarily provided by similarly situated professionals on projects of like complexity in the general geographic region. HEERY shall perform the Services through able, qualified and trained HEERY employees (“HEERY Employees”) and, if applicable, subcontractors. HEERY shall have the exclusive right to hire, direct, discipline,

compensate and terminate HEERY Employees, and shall exercise complete and exclusive control over the conduct of HEERY Employees.

2. INSURANCE

2.1 HEERY's Insurance. HEERY shall maintain the following insurance policies, covering the activities of HEERY under this Agreement: (a) commercial general liability of \$2,000,000 combined single limit per occurrence and annual aggregate; (b) commercial automobile liability of \$1,000,000 combined single limit; (c) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy and commercial automobile liability policy with limits of \$3,000,000 per occurrence and annual aggregate; (d) professional liability (errors and omissions) insurance of \$5,000,000 per claim and aggregate; and (e) workers' compensation as required by applicable law with employers' liability limits of \$1,000,000 each accident, disease and policy limit. Client will be an additional insured under HEERY's commercial general liability policy described above to the extent of loss attributable to HEERY's negligence. HEERY's insurance will not be called upon to respond to or cover Client's negligence or willful misconduct.

2.2 Mutual Waiver of Subrogation. Client and HEERY each hereby waive, for itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

3. INDEMNIFICATION

3.1 Indemnification. Subject to the terms of this Agreement, HEERY agrees to indemnify, defend and hold harmless Client from and against all third party claims, liabilities, judgments, actions, penalties and other expenses (collectively, "Claims") asserted against or incurred by Client for bodily injury, personal injury or property damages to the extent such Claims are attributable to the HEERY's negligence or willful misconduct or HEERY's failure to comply with applicable law.

3.2 Procedure. If both Parties bear fault for a matter, HEERY's liability shall be limited to the percentage determined to be due to the fault of HEERY as agreed upon by the Parties or as fixed by settlement agreement or final judgment of a court or arbitration panel. Further, if either Party assumes the defense of a matter for which the other Party, but not the defending Party, is at fault (in whole or in part with any third party), the Party at fault shall either pay or reimburse the defending Party fully for all costs and expenses incurred in connection with such defense.

3.3 Limitations on Liability. Notwithstanding any provision herein to the contrary:

(a) Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

(b) In no event shall HEERY incur liability under this Agreement or otherwise relating to the Services beyond the amount of fees (excluding any reimbursed amounts) paid or payable under this Agreement. HEERY shall not be liable for any Claim based upon or resulting from any erroneous or incomplete data provided by Client or any third party or otherwise contained in Client's databases. No representation or recommendation is or will be made by HEERY as to the legal sufficiency, legal effect, or tax or accounting consequences of any Project, transaction or documentation. .

4. CONFIDENTIALITY; INTELLECTUAL PROPERTY

4.1 Confidentiality. HEERY and Client agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization, and which is marked conspicuously in writing as "Confidential" ("Confidential Information") and disclosed to the other Party (the "Receiving Party") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement or permitted by law. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) in any action involving claims by or against persons or entities that are not Parties, (iv) as required by applicable law or legal process, or (v) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence. HEERY acknowledges that Client is a unit of government subject to the First Amendment, the Texas Open Meetings Act, and the Texas Public Information Act. Client shall treat HEERY's Confidential Information with the same degree of care Client uses with its own information. Client's obligation to protect HEERY's Confidential Information includes providing HEERY with written notice in the event that HEERY's Confidential Information is implicated by a public information request or a subpoena. Thereafter, it shall be HEERY's burden to intervene and defend its own Confidential Information against release.

4.2 Intellectual Property. HEERY shall not receive any right, claim, title or interest in or to any proprietary products or intellectual property of Client. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that HEERY has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("HEERY's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of HEERY, and Client shall not have or acquire any right, claim, title or interest in or to any of HEERY's Intellectual Capital. Client shall receive no Clientship of or right to any of HEERY's working papers or manuals. Performance of the Services by HEERY shall not be deemed to be a prohibition of or interfere in any manner with HEERY's provision of similar services to third parties, provided that HEERY in so doing does not use or disclose any Confidential Information of Client.

5. CLIENT COVENANTS

5.1 Client shall furnish all information and cooperation reasonably required by HEERY in order to deliver the Services required hereunder. Client shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. Client agrees that HEERY shall bear no liability to the extent arising out of Client's failure to comply with its obligations under this Agreement. Further, HEERY shall have no liability to the extent a Claim arises because HEERY acted or failed to act because of adherence to Client's policies, rules, regulations, agreements and/or instructions. All Client policies and instructions with which HEERY must comply shall be consistent with this Agreement and provided to HEERY in advance in writing.

6. HAZARDOUS MATERIALS; PRE-EXISTING CONDITIONS

6.1 Hazardous Materials. Client acknowledges that HEERY is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of Client, HEERY shall not be responsible for detecting, handling,

removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by HEERY (“HEERY Hazardous Materials”). HEERY shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. “Hazardous Materials” shall mean any hazardous material or substance which is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” pollutant, or contaminant under any applicable law.

6.2 Other Pre-Existing Conditions and Defects. HEERY shall not be responsible for detecting or remediating any pre-existing conditions at a Project site or other property of Client that may adversely affect the operations, maintenance or use thereof or the health or safety of persons or property. HEERY shall not be responsible for detecting or remediating any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property, whether pre-existing or arising during the Term.

7. NOTICES

All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to HEERY, then to Turner & Townsend Heery, LLC, 10777 Westheimer Rd., Suite 1160, Houston, TX 77042, Attn: Gary Whittle, with a required copy sent to: Turner & Townsend Heery, LLC., 999 Peachtree St. NE, Atlanta, GA 30309, Attn: General Counsel; and if to Client, to Galveston County Judge’s Office, 722 Moody Ave., Fl. 2, Galveston, Texas 77550, Attn: Legal Services; or to such other address as any Party may notify the other Party.

8. MISCELLANEOUS

8.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.2 Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

8.3 Waiver. No consent or waiver by a Party to or of any breach or default, shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

8.4 Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, HEERY promptly shall notify Client. Once the Force Majeure event ceases, HEERY shall resume performance of the Services as soon as possible. “Force Majeure” means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, epidemic/pandemic, governmental actions or delays, national emergency, war,

civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

8.5 HEERY has no authority to act for, or on behalf of, Client except as provided for in this Agreement. No other authority or power is granted or implied. HEERY may not incur any debt, obligation, expense, or liability of any kind against Client without Client's express written authorization. HEERY has no rights or benefits other than those set forth in this Agreement.

8.6 The Parties to this Agreement intend that HEERY, in performing the Services, will act and operate solely as an independent contractor. As such, HEERY shall maintain control of the Services and the manner in which they are performed, and shall be free to accept and perform Services for third-parties during the term of this Agreement.

8.7 HEERY acknowledges and agrees that it is not an employee of Client and, accordingly, is not entitled to any benefits, insurance, or other privileges available to Client employees. HEERY shall not represent to any person or entity that HEERY is an employee or agent of Client. Client will not deduct any social security or income taxes from the payments made to HEERY. Client will issue HEERY a 1099-Misc. form reflecting HEERY's compensation from Client and HEERY will be liable for any and all worker's compensation payments and federal, state, and local employment, sales, use, excise and other taxes arising out of HEERY's receipt of compensation under this Agreement.

8.8 Termination. Either Party may terminate this Agreement for cause upon thirty (30) days' prior 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. Either Party may terminate this Agreement without cause and for convenience by providing the other Party at least thirty (30) days' prior written notice specifying the effective date of such termination.

8.9 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect including, but not limited to, Sections 3, 4, and 8.9.

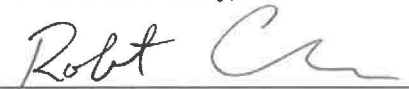
8.10 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. Exclusive venue for any cause of action involving or related to this Agreement shall be in the District or County Courts of Galveston County, Texas, and any objections to such venue are hereby irrevocably waived. Heery agrees to participate in mediation with Client as a condition precedent to any action or lawsuit being initiated against Client arising under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

County of Galveston, TX

By: 
Name: **Mark Henry**
Title: **County Judge**

Turner & Townsend Heery, LLC

By: 
Name: Robert Chomiak
Title: President

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APPENDIX "A"

SCOPE OF SERVICES

HEERY will assist Client with the Project to perform a Facility Condition Assessment (FCA) of multiple facilities belonging to the County of Galveston, TX ("County"), totaling (12) buildings across (9) properties and comprising approximately 116,300 square feet. The services proposed will consist of providing facility condition assessments of the buildings and systems by consulting disciplines including Site/Civil, Architectural Finishes, ADA compliance, Fire & Life Safety, MEP systems, Structural, and Roofing / Exterior building envelope.

The FCA will be performed in general conformance with ASTM E 2112 – 15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, with the use of an experienced site assessor. The purpose of the FCA will be to provide a baseline report for use in Capital Planning. We propose to use an experienced generalist, either an Architect or Engineer, with the intent to provide an assessment of the identified properties (per Exhibit A). Short Term and Long-Term cost schedules will be provided. Short Term costs will include a deficiency description, recommended remediation and associated cost for repair or replacement. A photo of the deficiency will be included. Long Term Capital Reserve cost schedules will include a description of the building systems, age, remaining useful life and cost projections for replacement and maintenance.

During the site visit, visual observations will be made to note the general condition of the properties and to locate obvious problems and visible defects in the materials and building systems. If we have concerns about specific items, which may require additional investigation, we will notify you accordingly. Additionally, interviews with building staff and a review of Client provided documentation will be performed during the site assessment. Review of documentation will include past and future capital improvement schedules, equipment replacement and equipment lists, ongoing equipment replacement proposals and costing, and as built or design drawings.

A brief description / condition of each of the systems listed below will be prepared for:

- **Site / Civil:** The purpose of the Site Civil portion of the assessment is to observe and report on the general condition of site infrastructure and improvements which include the site utilities, site drainage, paving, sidewalks, site signage, lighting, and the landscaping. This will be accomplished by performing a review of the site. Site Civil drawings are requested to be provided for our reference in order to assist in understanding the systems that may affect the subject site. The types of materials, general conditions, major concerns and our repair recommendations will be included in the Report.
- **Structural:** The purpose of the Structural portion of the assessment is to determine what general structural systems were used and their adequacy for the continued future current usage of the facility. We will perform a site walk-through to locate visible defects, which might suggest structural problems. The general soil conditions and local geology will be noted to provide information on potential problematic conditions in the area and observed localized issues will be noted.
- **Exterior Building Envelope:** The purpose of the Exterior Building Envelope portion of the assessment is to visually review and assess the type and condition of materials used in construction of the exterior building envelope. Our observations will include visual review of exterior walls, windows, doors, caulk, trim, and siding for overall integrity of the systems and their ability to resist moisture infiltration. Our observations will be made from the ground or roof as appropriate and as can be safely performed. No facade drops will be performed as part of the base proposal.
- **Roofing:** We will report on the in-place roofing system. We will visually assess its general condition based on site observations of the roofing membrane, flashing, penetrations and expansion joint details, and provide general observation of the drainage system. No roof cores or testing will be conducted as part of the base FCA unless specifically agreed to in writing. If

reasonably accessible, the underside of the deck and a sampling of attic spaces will also be observed to determine if there is evidence of infiltration leakage. Steep-slope roofs will not be walked. Access to low-slope roofs must be provided or otherwise arranged by Client, including OSHA-approved portable ladders, as needed. No destructive testing will be performed as part of the base FCA.

- **Thermographic Building Survey** - Thermography provides non-intrusive images of contrasting building materials that are emitting different amounts of heat energy which may or may not be a consequence of variables influenced by defects or deficiencies such as moisture intrusion. A thermographic imaging scan of interior building areas will be taken utilizing a FLIRE40bx infrared camera to document temperature differential of interior building components in order to identify anomalies. Digital and infra-red photographs of affected areas and representative areas visually clear of moisture intrusion for document purposes.
- **Interior Finishes**: The purpose of the interior finishes portion of the assessment is to note finishes that are in place, assess the condition of the common area elements and the finishes within a percentage of the tenant spaces and comment on needed replacements and/or repairs that may be required.
- **Mechanical, Electrical, and Plumbing (MEP)**: The purpose of the MEP portion of the assessment is to view available MEP equipment, to note the type of systems used, to perform a review of the facility to observe the systems' present operation and to assess the general quality and condition of installation. Each building system will be evaluated based on condition, age, criticality, deficiencies, and remaining useful life of the aforementioned systems. No testing will be performed by Heery.
- **Life Safety / Fire Protection Systems**: The purpose of the Life Safety/Fire Prevention Systems Assessment will be to identify the systems that exist within the property. Fire alarms, sprinkler systems, fire extinguishers, smoke detectors, and emergency egress lighting and signage will be among the items we assess. We will identify third party fire or security alarm monitoring firms under contract and inquire regarding the inspection history of these systems. Equipment will not be operated or tested by Heery as part of this project. We will attempt to verify if the current systems comply with current code by way of interview of the local authority having jurisdiction (a general review of the property type with the local authority). The services of a separate fire protection consultant are not included in this scope.
- **Americans with Disabilities Act (ADA)**: The purpose of this assessment will be to confirm the accessibility of public areas of the site and buildings as defined by the American with Disabilities Act of 1990 (ADA). Heery will prepare a Checklist ADA Survey that will note and comment on applicable and major path-of-travel items that may not be in compliance with Title III of the Americans with Disabilities Act. A visual survey of the Subject will be performed by the Generalist. A listing of deficient issues will be provided along with recommended cost to remediate the deficiencies. Photographs of building deficiencies will be included for illustration purposes.

Additional Terms & Conditions applicable to the FCA scope include:

- (a) The Client is to provide access to the facilities and staff familiar with this property and its history to better understand and clarify observed deficiencies and ongoing maintenance concerns. During the site visit, visual observations will be made to note the general condition of the property and to locate obvious problems and visible defects in the materials and building systems. If we have concerns about specific items, which may require additional investigation, we will notify you accordingly. Additionally, interviews with building staff and a review of Client provided documentation will be performed during the site assessment. Review of documentation will include, but not be limited to, past and future capital improvement schedules, equipment replacement and equipment lists, ongoing equipment replacement proposals and costing, and as built or design drawings.
- (b) The Scope of FCA services is to provide a baseline report of the current conditions of each facility on the day of our site visit.

- (c) The identification of hazardous materials, including asbestos containing materials, finishes containing lead and identification of microbial growth, are not included in the Scope of this project. It is our understanding, the identification and remediation recommendations for these types of conditions will be provided by Subject Matter Experts within each discipline under separate agreement with Client. Any future alterations to the Facility may require in depth studies of the building systems to confirm if any hazardous materials are present.
- (d) Services provided under this Agreement are for the sole use and benefit of Galveston County for the purpose identified in the incorporating documents. Except as specifically identified in the proposal attached hereto or the report produced under this agreement there are no third-party beneficiaries of the Services and no such party shall be entitled to rely on Heery's work product or shall have rights of recourse or recovery from Galveston County or Heery under any theory of law whatsoever.
- (e) Client acknowledges and agrees that (i) the Services may require judgments to be made by Heery that are based upon limited data rather than scientific certainties; (ii) Heery's approach, recommendations, and associated cost estimates, if any, are based upon industry practices and averages; (iii) Heery's opinions are made at the time of the assessment with respect to the observations made and data obtained at the time of the assessment; (iv) ultimate outcomes could be inconsistent with the conclusions, results, and projections of Heery; and (v) there may be additional reports, records, work proposals, whether written, pending, or verbal, that may impact Heery's findings, recommendations or cost estimates, if any.
- (f) The Services provided do not constitute the practice of architecture, engineering or geology. In no event shall Heery be held liable for latent or hidden conditions, conditions not actually observed by Heery or the potential consequences of conditions of which Client had or did not have knowledge at the time of the assessment.
- (g) The walk-through will be limited to areas that are readily observable, easily accessible, and deemed safe by Heery at the time of the site visit.
- (h) Field observers will not enter crawl spaces or other confined areas that pose a health or safety risk that could result from the presence of mold, fungus, insects, vermin, protruding nails, etc.
- (i) If any ASTM standards are set forth in the Report, the Services are subject to the limitations detailed in the applicable ASTM standard.
- (j) Notwithstanding anything herein to the contrary, Heery's opinions, whether oral or written, are not intended, nor should they be construed, as an insurance policy or a guarantee or warranty, expressed or implied, regarding the physical or environmental condition of the property and the property's compliance with local, state, or national building, structural, plumbing, or electrical codes; zoning ordinances, environmental/health regulations; or compliance with the Americans with Disability Act (ADA).
- (k) Client affirms an understanding of the scope and limitations of the Services and acknowledges the adequacy of the agreed upon scope of services for the purposes identified.
- (l) Client acknowledges that all third-party information is deemed by Heery to be correct and complete without independent verification by Heery.
- (m) Lift and/or ladder access shall be provided by the onsite staff. We have not included cost of lifts or ladders within the current scope.
- (n) Lab sampling of materials and/or destructive testing are excluded from the proposal.
- (o) Hazardous Material testing is excluded from this proposal, but if required Heery would provide management of a Client approved vendor to provide that report.

APPENDIX "B"
HEERY PROPOSAL



July 30, 2024

Tyler Drummond, Chief of Staff
The County of Galveston, Texas
tyler.drummond@co.galveston.tx.us

Turner & Townsend Heery
10777 Westheimer Rd., Suite 1160
Houston, TX 77042
713-457-9400
www.turnerandtowntsend.com

For the attention of Tyler Drummond, Chief of Staff

Dear Mr. Drummond,

County of Galveston, TX – Facility Condition Assessment Proposal

Turner & Townsend Heery (“Heery”) is pleased to provide this proposal to perform a Facility Condition Assessment (FCA) of multiple facilities belonging to the County of Galveston, TX (“County”), totaling (12) buildings across (9) properties and comprising approximately 116,300 square feet. The services proposed will consist of providing facility condition assessments of the buildings and systems by consulting disciplines including Site/Civil, Architectural Finishes, ADA compliance, Fire & Life Safety, MEP systems, Structural, and Roofing / Exterior building envelope.

The FCA will be performed in general conformance with ASTM E 2018 – 15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, with the use of an experienced site assessor. The purpose of the FCA will be to provide a baseline report for use in Capital Planning. We propose to use an experienced generalist, either an Architect or Engineer, with the intent to provide a thorough assessment of the identified properties (per Exhibit A). Short Term and Long-Term cost schedules will be provided. Short Term costs will include a deficiency description, recommended remediation and associated cost for repair or replacement. A photo of the deficiency will be included. Long Term Capital Reserve cost schedules will include a description of the building systems, age, remaining useful life and cost projections for replacement and maintenance.

During the site visit, visual observations will be made to note the general condition of the properties and to locate obvious problems and visible defects in the materials and building systems. If we have concerns about specific items, which may require additional investigation, we will notify you accordingly. Additionally, interviews with building staff and a review of Client provided documentation will be performed during the site assessment. Review of documentation will include, but not be limited to, past and future capital improvement schedules, equipment replacement and equipment lists, ongoing equipment replacement proposals and costing, and as built or design drawings.

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- **Exterior Building Envelope:** The purpose of the Exterior Building Envelope portion of the assessment is to visually review and assess the type and condition of materials used in construction of the exterior

building envelope. Our observations will include visual review of exterior walls, windows, doors, caulk, trim, and siding for overall integrity of the systems and their ability to resist moisture infiltration. Our observations will be made from the ground or roof as appropriate and as can be safely performed. No facade drops will be performed as part of the base proposal.

- **Roofing:** We will report on the in-place roofing system. We will visually assess its general condition based on site observations of the roofing membrane, flashing, penetrations and expansion joint details, and provide general observation of the drainage system. No roof cores or testing will be conducted as part of the base FCA unless specifically agreed to. If reasonably accessible, the underside of the deck and a sampling of attic spaces will also be observed to determine if there is evidence of infiltration leakage. Steep-slope roofs will not be walked. Access to low-slope roofs must be provided or otherwise arranged by Client, including OSHA-approved portable ladders, as needed. No destructive testing will be performed as part of the base FCA.
 - o **Thermographic Building Survey** - Thermography provides non-intrusive images of contrasting building materials that are emitting different amounts of heat energy which may or may not be consequence of variables influenced by defects or deficiencies such as moisture intrusion. A thermographic imaging scan of interior building areas will be taken utilizing a FLIRE40bx infrared camera to document temperature differential of interior building components in order to identify anomalies. Digital and infra-red photographs of affected areas and representative areas visually clear of moisture intrusion for document purposes.
- **Interior Finishes:** The purpose of the interior finishes portion of the assessment is to note finishes that are in place, assess the condition of the common area elements and the finishes within a percentage of the tenant spaces and comment on needed replacements and/or repairs that may be required.
- **Mechanical, Electrical, and Plumbing (MEP):** The purpose of the MEP portion of the assessment is to view available MEP equipment, to note the type of systems used, to perform a review of the facility to observe the systems' present operation and to assess the general quality and condition of installation. Each building system will be evaluated based on condition, age, criticality, deficiencies, and remaining useful life of the aforementioned systems. No testing will be performed by Heery.
- **Life Safety / Fire Protection Systems:** The purpose of the Life Safety/Fire Prevention Systems Assessment will be to identify the systems that exist within the property. Fire alarms, sprinkler systems, fire extinguishers, smoke detectors, and emergency egress lighting and signage will be among the items we assess. We will identify third party fire or security alarm monitoring firms under contract and inquire regarding the inspection history of these systems. Equipment will not be operated or tested by Heery as part of this project. We will attempt to verify if the current systems comply with current code by way of interview of the local authority having jurisdiction (a general review of the property type with the local authority). The services of a separate fire protection consultant are not included in this scope.
- **Americans with Disabilities Act (ADA):** The purpose of this assessment will be to confirm the accessibility of public areas of the site and buildings as defined by the American with Disabilities Act of 1990 (ADA). Heery will prepare a Checklist ADA Survey that will note and comment on applicable and major path-of-travel items that may not be in compliance with Title III of the Americans with Disabilities Act. A visual survey of the Subject will be performed by the Generalist. A listing of deficient issues will be provided along with recommended cost to remediate the deficiencies. Photographs of building deficiencies will be included for illustration purposes.

Heery respectfully proposes a fee of **\$189,500** for the above-mentioned services. Please note the following assumptions:

- Invoices will be submitted monthly based on percentage of completion unless otherwise agreed.
- Heery will not exceed the agreed upon proposal without prior approval from the County. If additional services are required or requested on the Project, the fees for those additional service fees will be calculated based on consultant's scheduled hourly rates, proposed and approved prior to proceeding with those additional services.

Thank you for the opportunity to work with you, and please call if you have any questions. We look forward to continuing our work with you and your staff at the County of Galveston, TX.

Yours faithfully,



Gary Whittle
Project Director
Turner & Townsend Heery
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Exhibit A - Galveston County Properties

Facility Name	Address	City	Zip Code	Sq Feet	Age
Dickinson Mosquito Control Auxiliary Building	5115 Hwy 3	Dickinson	77539	6,310	1980
Dickinson Mosquito Control Main Offices	5115 Hwy 3	Dickinson	77539	4,690	1970
Dickinson Senior Center	2714 Hwy 3	Dickinson	77539	2,600	1978
Popovich Building	1922 Sealy St	Galveston	77550	12,812	1970
La Marque Justice of the Peace Office	203 Vauthier St	La Marque	77568	4,836	1990
League City Emergency Management	1353 FM 646	League City	77539	24,710	2005
West County Annex	11730 Hwy 6	Santa Fe	77510	6,669	1981
Jerry J Esmond Juvenile Justice Center	6101 Attwater	Texas City	77590	36,704	1996
Juvenile Justice Classroom #1	5500 Attwater	Texas City	77590	1,540	1998
Juvenile Justice Classroom #2	5500 Attwater	Texas City	77590	1,540	1998
Juvenile Justice Classroom #3	5500 Attwater	Texas City	77590	1,540	1998
Texas City Annex	2516 Texas Ave	Texas City	77590	12,282	1973