

Work Order #4
To
Project Management Services Agreement

Work Order Effective Date: November 1, 2024

This Work Order #4 is attached to and forms part of the Project Management Services Agreement, dated as of **August 7, 2023**, by and between **County of Galveston, TX** ("Client") and Turner & Townsend Heery, LLC ("HEERY") (as it may be amended, the "Agreement"). Capitalized terms used in this Work Order without definition that are defined in the Agreement shall have the meanings set forth therein.

This Work Order shall be governed by and construed in accordance with the laws described in the Agreement unless amended for this Work Order below.

- ☒ This Work Order shall be governed by and construed in accordance with the laws of the State of **Texas** without regard to conflicts of laws principles.

1. **Project Description.** For purposes of this Work Order, the Project shall be as described below, which shall be the Project for purposes of this Work Order:

Ongoing management of the HVAC

2. **Target Completion Date and Schedule.** The target completion date for the Project is **July 31, 2025**, and the Schedule is as described below:

November 1, 2024, through July 31, 2025

3. **Specific Duties.** In providing the Services, HEERY shall have the duties as defined in **Exhibit 1 – Scope of Services** attached hereto with respect to the Project.

4. **Project Management Services Fees.** As compensation for the performance of the Services in connection with the Project, Client shall make the reimbursements provided for in Section 7 below and shall pay to HEERY a fee as set forth in **Exhibit 2 – Compensation for Services** attached hereto. The project management fee shall be equitably adjusted if the Services extend beyond the scheduled completion date of the Project, or if the originally contemplated scope of Services is materially increased.

5. **Variable Services and Fees.** Client and HEERY may agree that HEERY will provide additional variable services and resources and will compensate HEERY based on actual hours spent by HEERY personnel on such services utilizing the hourly rate schedule below:

Title	Rate per Hour
Senior Project Manager	\$ 191.50
Senior MEP Consultant	\$ 180.00

6. **Sales and Use Taxes.** 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.

7. **Reimbursable Items.** Client shall reimburse HEERY for all costs, expenses and charges of HEERY in connection with the Services, as approved by Client individually or as included in an approved reimbursable budget, and will include the following expenses: reproduction of drawings; messenger service; conference calling service charges; overnight delivery; travel (mileage) to locations other than the Project jobsite, including consultant offices or other Project related travel, long distance travel, lodging and meals

when pre-approved by Client; subcontractor fees and expenses without mark-up; parking; sales and use taxes and, if applicable, value added taxes paid on behalf of Client; freight and shipping costs paid on behalf of Client; and any specific non-recurring charges directly attributable to the Project and approved by Client.


8. Timing. All sums due to HEERY from Client under this Work Order shall be paid within thirty (30) days following receipt of an invoice from HEERY. Client's obligation to pay or reimburse HEERY as provided in this Work Order shall survive the expiration or termination hereof. All payments to HEERY hereunder shall be made in the amounts then due and without set-off. If HEERY is responsible for payment of Construction Professionals on Client's behalf, HEERY shall not be liable for making payments late or failing to make payments to Construction Professionals (i) if so directed by Client, (ii) if Client fails to provide sufficient funds to pay Construction Professionals, or (iii) if Client is in default of its payment obligations under this Agreement, and Client shall indemnify, defend and hold harmless HEERY against any and all Claims that HEERY may incur as a result thereof.

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

COUNTY OF GALVESTON COUNTY, TEXAS

By: 
Name: **Mark Henry**
Title: **County Judge** January 17, 2025

TURNER & TOWNSEND HEERY, LLC

By: 
Name: **Gary Whittle**
Title: **Director**

TURNER & TOWNSEND HEERY, LLC

By: 
Name: **Christopher Fields**
Title: **Sr. Vice President**

EXHIBIT 1

SCOPE OF SERVICES

HEERY will assist Client with the Project on an as-needed basis through delivery, installation, startup, and commissioning of the redesigned HVAC system, including the ongoing redesign and related procurement of equipment to resolve the Geothermal well water issues, poor HVAC performance, and thorough investigation of previous HVAC design.

Initial Services:

- Review all project documentation provided by Client, including but not limited to project plans, specifications, RFI's, submittals, change order requests, etc.
- Review A/E and Construction agreements provided by Client.
- Assess constructability and suitability of Design based on Client established requirements and other similar facilities.
- Assess as-built conditions for conformance with contract documents and approved scope of work.
- Review specific concerns as raised by Client regarding Design and/or Construction defects or workmanship.
- Review inspection and observation reports from A/E team or other consultants and coordinate correction of noted deficiencies.
- Recommend consultants (including the evaluation contractors) for the Project, draft RFP/Qs, coordinating the process for selection, reviewing, analyzing, and negotiating proposed contracts for execution by Client, if requested.

Construction Oversight:

- Management of Owner's consultants including architecture, geotechnical testing, environmental, material testing, civil, surveyor, etc.
- Manage the Work of the GC; "Work" defined as construction or services necessary or incidental to fulfill the contractor's obligations pursuant to its agreement with the Owner.
- Review constructability items, challenge change orders, negotiate project costs, and proactively mitigate risks to protect Owner's financial interest. Develop cash flow reports and forecasts for the Project.
- Recommend and manage necessary or desirable change orders.
- Schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work
- Coordinate work with the activities and responsibilities of the Owner, Architect, and Consultants to ensure work is being completed in accordance with contract documents.
- Frequent Project site visits, at least once/week during construction, increasing as necessary based on status and schedule of critical work activities.
- Periodically report progress and status of Project to Client.
- Provide administrative, management, and related services to coordinate scheduled activities, and responsibilities of the Contractor(s), with those of the Project Manager, Owner, and Architect.

Post-Construction:

- Coordinate the preparation of punch list indicating any outstanding work and require that these items be completed in an expeditious manner.
- Coordinate efforts by all appropriate parties to complete the punch list items identified by the Architect, Contractor and Owner.
- Coordinate all required inspections and approvals necessary to permit occupancy; Final Completion.
- Observe, with Client's maintenance personnel and Architect, Contractor(s) final testing and start-up of utilities, operational systems and equipment.

- Coordinate delivery and assure completeness of all operations and maintenance manuals, warranties, guarantees, and extra stock materials. Schedule turn-over meetings, as necessary.
- Verify all claim releases required to issue final certificate of completion and final payment to the construction team, and forward to Owner.
- Provide for the close out of all agreements; prepare a final report to Owner confirming final project costs, close out information and related documentation.
- Provide support and consultation to Client regarding claims or disputes involving parties performing services and work on the Project.

EXHIBIT 2
COMPENSATION FOR SERVICES

HOURLY RATE FEE BASIS

1. Project Management Services Fees. As compensation for the performance of Services as defined in this Work Order, Client shall make the reimbursements provided for below and shall pay to HEERY a fee based on an hourly basis for the whole hours expended on the Project assignment.
2. Hourly Rate Schedule. Client will compensate HEERY based on actual hours spent by HEERY personnel on such Services utilizing the hourly rate schedule below:

LABOR COST	\$ / HR	NOT-TO-EXCEED
Sr. Project Manager (EC)	\$ 191.50	\$ 36,768
Sr. MEP Consultant (PT)	\$180.00	\$ 20,160
Total		\$ 56,928

3. Not-to-Exceed Estimate. The estimated not-to-exceed fee for Work Order #4 is \$56,928. The revised total not-to-exceed for the contract to date is \$360,898.
 - 3.1 The estimate is based on variable hours/week for each position.
 - 3.2 The hourly rate includes standard incidental expenses related to the daily work, including mileage to the project site and technology needs for the Project Manager to efficiently perform their work.
 - 3.3 HEERY will not exceed the agreed upon time commitment without prior approval from the Client.
4. Progress Payments. HEERY will invoice Client on a monthly basis, in a format that is agreeable to Client, based on progress of the Services per the actual hours for all HEERY personnel working on this Project. HEERY will track specific hours expended per month as well as total hours and cost based on those hours multiplied by the applicable hourly rate.