



Turner & Townsend
Heery

July 1, 2025

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,

Add Service Request for Owner's Representation Services – Mental Health Wellness Center

Pursuant to Section 1.2 of the Project Management Services Agreement between the County of Galveston, TX ("the County") and Turner & Townsend Heery ("Heery"), I am writing to formally request approval of additional services that Heery is proposing to provide for the Mental Health Wellness Center in La Marque, TX.

At the request of Galveston County, Heery is proposing to provide Wage Compliance Management for the project through substantial completion, including reviewing past logs dating back to January 2025. These services will only be performed for the new Mental Health Wellness Center project currently under construction, and will conclude upon final completion, anticipated to be August 30, 2025. Heery will utilize the same system the County has previously used, including conducting onsite interviews once per month.

Heery respectfully submits a lump sum proposal of **\$12,960** to provide the above-mentioned additional services through the current projected substantial completion date of August 30, 2025. Please note the following:

- The lump sum fee includes standard incidental expenses related to the daily work, including mileage and technology needs for Heery staff to efficiently perform their work;
- Invoices will be monthly per an agreed upon billing schedule, revised per the attached exhibit;
- Turner & Townsend Heery will not exceed the agreed upon fee without prior approval from the County.

As always, Turner & Townsend Heery is committed to the success of our Clients and we are thankful for the opportunity to work with you. Please let us know of any questions or concerns.

Yours faithfully,

Gary Whittle, MBA, CCM, LEED AP
Director
Turner & Townsend Heery
e: gary.whittle@turntown.com

Copy:

Misty Witmer – Interim Facilities Director / Chief Information Officer, Galveston County

Exhibit A – Revised Draw Schedule

DRAW SCHEDULE – GALVESTON COUNTY
Mental Health Wellness Center
Revised July 1, 2025

Calendar Year	ANNUAL SUBTOTAL	Month	Period	Monthly Draw	Monthly %	Cumulative Drawn	Remaining Balance
2023	\$ 83,722	Oct-23	1	\$ 27,907	4.02%	\$ 27,907	\$ 666,177
		Nov-23	2	\$ 27,907	4.02%	\$ 55,815	\$ 638,269
		Dec-23	3	\$ 27,907	4.02%	\$ 83,722	\$ 610,362
2024	\$ 366,165	Jan-24	4	\$ 27,907	4.02%	\$ 111,629	\$ 582,455
		Feb-24	5	\$ 27,907	4.02%	\$ 139,537	\$ 554,547
		Mar-24	6	\$ 31,035	4.47%	\$ 170,572	\$ 523,512
		Apr-24	7	\$ 31,035	4.47%	\$ 201,607	\$ 492,477
		May-24	8	\$ 31,035	4.47%	\$ 232,642	\$ 461,442
		Jun-24	9	\$ 31,035	4.47%	\$ 263,677	\$ 430,407
		Jul-24	10	\$ 31,035	4.47%	\$ 294,712	\$ 399,372
		Aug-24	11	\$ 31,035	4.47%	\$ 325,747	\$ 368,337
		Sep-24	12	\$ 31,035	4.47%	\$ 356,782	\$ 337,302
		Oct-24	13	\$ 31,035	4.47%	\$ 387,817	\$ 306,267
		Nov-24	14	\$ 31,035	4.47%	\$ 418,852	\$ 275,232
		Dec-24	15	\$ 31,035	4.47%	\$ 449,887	\$ 244,197
2025	\$ 244,197	Jan-25	16	\$ 31,929	4.60%	\$ 481,816	\$ 212,268
		Feb-25	17	\$ 31,929	4.60%	\$ 513,745	\$ 180,339
		Mar-25	18	\$ 31,929	4.60%	\$ 545,674	\$ 148,410
		Apr-25	19	\$ 31,929	4.60%	\$ 577,603	\$ 116,481
		May-25	20	\$ 31,929	4.60%	\$ 609,532	\$ 84,552
		Jun-25	21	\$ 31,929	4.60%	\$ 641,461	\$ 52,623
		Jul-25	22	\$ 17,541	2.53%	\$ 659,002	\$ 35,082
		Aug-25	23	\$ 17,541	2.53%	\$ 676,543	\$ 17,541
		Sep-25	24	\$ 17,541	2.53%	\$ 694,084	\$ -
TOTAL	\$ 694,084			\$ 694,084	100.00%	\$ 694,084	\$ -

Work Order #3
To
Project Management Services Agreement

Work Order Effective Date: July 1, 2025

This Work Order #3 is attached to and forms part of the Project Management Services Agreement, dated as of **October 2, 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:

Mental Health Wellness Center located in La Marque, TX

2. **Target Completion Date and Schedule.** The target completion date for the Project is **August 30, 2025**, and the Schedule is as described below:

July 1, 2025, through August 30, 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 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
Project Executive	\$ 260.00
Senior Project Manager	\$ 191.50
Project Manager	\$ 155.00

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 Henry

TURNER & TOWNSEND HEERY, LLC

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

TURNER & TOWNSEND HEERY, LLC


By: 
Name: Gary Whittle
Title: Director

EXHIBIT 1

SCOPE OF SERVICES

HEERY will assist Client with the Project. The Services consist of those described below and include usual and customary Project coordination and administration of the Construction Contract.

Wage Compliance Management:

- Compile, review, and validate wage reports from contractors and subcontractors.
- Monitor and track reports via Procore or other project management tool.
- Notify contractors of non-compliance when discovered.
- Track and report corrective actions in response to non-compliance notices.

EXHIBIT 2

COMPENSATION FOR SERVICES

STIPULATED SUM 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 stipulated sum equal to \$12,960, making the new total project fees \$694,084.
2. Progress Payments. HEERY will invoice Client on a monthly basis, in a format that is agreeable to Client, based on progress of the Services towards the Target Completion Date and Schedule defined in this Work Order. The HEERY Project Management Compensation Schedule sets forth the distribution of the fees.

Calendar Year	ANNUAL SUBTOTAL	Month	Period	Monthly Draw	Monthly %	Cumulative Drawn	Remaining Balance
2023	\$ 83,722	Oct-23	1	\$ 27,907	4.02%	\$ 27,907	\$ 666,177
		Nov-23	2	\$ 27,907	4.02%	\$ 55,815	\$ 638,269
		Dec-23	3	\$ 27,907	4.02%	\$ 83,722	\$ 610,362
2024	\$ 366,165	Jan-24	4	\$ 27,907	4.02%	\$ 111,629	\$ 582,455
		Feb-24	5	\$ 27,907	4.02%	\$ 139,537	\$ 554,547
		Mar-24	6	\$ 31,035	4.47%	\$ 170,572	\$ 523,512
		Apr-24	7	\$ 31,035	4.47%	\$ 201,607	\$ 492,477
		May-24	8	\$ 31,035	4.47%	\$ 232,642	\$ 461,442
		Jun-24	9	\$ 31,035	4.47%	\$ 263,677	\$ 430,407
		Jul-24	10	\$ 31,035	4.47%	\$ 294,712	\$ 399,372
		Aug-24	11	\$ 31,035	4.47%	\$ 325,747	\$ 368,337
		Sep-24	12	\$ 31,035	4.47%	\$ 356,782	\$ 337,302
		Oct-24	13	\$ 31,035	4.47%	\$ 387,817	\$ 306,267
		Nov-24	14	\$ 31,035	4.47%	\$ 418,852	\$ 275,232
		Dec-24	15	\$ 31,035	4.47%	\$ 449,887	\$ 244,197
2025	\$ 244,197	Jan-25	16	\$ 31,929	4.60%	\$ 481,816	\$ 212,268
		Feb-25	17	\$ 31,929	4.60%	\$ 513,745	\$ 180,339
		Mar-25	18	\$ 31,929	4.60%	\$ 545,674	\$ 148,410
		Apr-25	19	\$ 31,929	4.60%	\$ 577,603	\$ 116,481
		May-25	20	\$ 31,929	4.60%	\$ 609,532	\$ 84,552
		Jun-25	21	\$ 31,929	4.60%	\$ 641,461	\$ 52,623
		Jul-25	22	\$ 17,541	2.53%	\$ 659,002	\$ 35,082
		Aug-25	23	\$ 17,541	2.53%	\$ 676,543	\$ 17,541
		Sep-25	24	\$ 17,541	2.53%	\$ 694,084	\$ -
TOTAL	\$ 694,084			\$ 694,084	100.00%	\$ 694,084	\$ -

3.