



Downtown Improvements Program

216 North Bryan Avenue / Maltzberger Law Office

\$4,093.50

Property Address

Requested Funding Amount

\$4,093.50—project completed

N/A

Cost Estimate #1

Cost Estimate #2

Application Review

- 1) The application meets the minimum submittal requirements. *Section II-A.*
- 2) The property is eligible to receive funding. *Section I-E.*
- 3) The proposed improvements are eligible to receive funding. *Section I-D.*
- 4) The request exceeds a combined total of \$1,000 per linear foot of façade street frontage. *Section I-J.*

Yes	No	Both
✓		
✓		
✓		
	✓	

**Note* If "No" is checked on any or all for questions 1-3 above, the application is not eligible to be considered for grant funding.*

Additional Consideration Criteria *Section II-C*

- 1) Property is on the National Register of Historic Places.
- 2) Located within the Downtown Historic District, or other City preservation overlay or district.
- 3) Improvements propose to remove historically insensitive additions and/or maintain existing features.
- 4) Improvements attempt to reuse existing, historic materials instead of complete replacement with new materials.
- 5) Property has not previously received DIP funding.

Yes	No	Both
	✓	
✓		
✓		
✓		
	2003	

Recommendation

\$4,093.50

100%

Recommended funding amount for application

Percentage of original requested amount

Lindsey Guindi, AICP

Randy Haynes, AICP, LEED GA

Director of Strategic Projects

Historic Preservation Officer

Paul Kaspar, P.E., CFM

Robert Holzweiss

City Engineer

HLC Appointee

Richard Cortez

March 2, 2015

TIRZ 21 Board Appointee

Date

Additional comments regarding the application and reasoning behind the recommended funding are on the opposite side of this sheet.

Comments

Below are comments from the Downtown Improvements Grant Review Panel regarding the proposed improvements and the justification for the recommended amount of funding. City Council makes the final decision regarding the amount of funds granted.

Application Review

The application met all the submittal requirements as outlined in Section II-A of the Downtown Improvements Grant application.

Drawings/Plan Details

The repairs completed on the property include repairs to the front and alley facades. The applicants added an additional front door to the property, repaired the front windows, added clearstory windows to be more historically accurate, and painted the façade. The applicants received a Certificate of Appropriateness for the work completed and meets all the Secretary of the Interiors Standards for historic preservation.

Additional Consideration

The application meets the following additional consideration criteria as outlined in Section II-C:

- Is located within the downtown historic district;
- Improvements propose to maintain existing features;
- Improvements proposed to reuse existing materials.

Other Comments

216 North Bryan Avenue is a one-story commercial building built about 1929. The 1937 City Directory lists the building as occupied by the Double Dip Ice Cream Company. From the 1940s to the early 60s the building was home to first the Western Auto Company and then the White's Auto Company. In was to become the current downtown renaissance, the building was one of the first retail locations adapted for re-use; first as home to Earth Art, and most recently, The Frame Gallery.

City of Bryan Downtown Improvements Matching Grant Program
Project Description: 216 N. Bryan Avenue

The building at 216 N. Bryan Avenue, built in 1929, was one of the first retail sites adapted for re-use in the Downtown Bryan revitalization efforts. It has been home to the Double Dip Ice Cream Company, Western Auto Company, Earth Art and most recently the Frame Gallery.

We have been a part of the downtown Bryan business community for four years but have been searching for a location to buy for over two years. It was important for us to be a part of the historic infrastructure created here as well as have a close proximity to the courthouse. In restoring the building, we wanted to maintain the historic elements and make it a good fit with the rest of the block. The entire front façade was reworked, repainted and less conspicuous signage added. The back entrance was updated as well.

We purchased the building in July 2014 from Peter and Tara Madden. Interior demolition and restoration began in August but exterior work was the last thing to be started in October. We moved into our new offices in November. The front 900 sq. ft. are leased as retail space and the back of the building serves as our law office. Because the DIP letter arrived after our work was completed I am unable to provide some of the itemized cost estimates requested. I have provided Bluestone's itemized cost summary (and Change Order cost summary) and documentation from my bank that those bills were paid to him. I have also included a very general bid for the overall building renovation (Alternate Bid folder) that will have some of the exterior renovation elements. My architect, PACT Design Studio's invoices and receipts are also included. They were critical in designing the outside façade and choosing historically appropriate colors.

For the last 30 years the building has been a very brightly painted standout on the block. It didn't blend well with the rest of downtown and contribute itself to a historically accurate representation Bryan Avenue. Our changes lend directly to the grant's objectives of "Eliminating slum and blight conditions" and to "restore and preserve the historical fabric and character of downtown Bryan." Our renovation also drew in a new business to downtown Bryan, (our tenant Pradera Energy) as well as our own office which is directly "Stimulating redevelopment to increase sales tax revenue." And as I'm sure my tax appraisal will reflect next year, our building's property value will also significantly increase.

Although our work has already been completed, I am confident our project meets all the goals and objectives outlined by this grant and our restoration will help the boundaries of the revitalized downtown Bryan extend a little further.

Christen Maltsberger
GMJ Properties
Law Office of Mark Maltsberger, LLC

Downtown Improvements Program Grant Application

Date Received: _____
 HLC Meeting Date: _____
 Council Meeting Date: _____
 Case Contact: _____

Christen + Mark Maltzberger <i>979-691-7168</i> <i>cmaltzberger@mmaltzberger.com</i>			
Owner's Name	Telephone No.	Fax No. ↓	E-Mail
<i>216 N. Bryan Ave. Suite 110</i>	<i>979-314-1146</i>		<i>Bryan 77803</i>
Owner's Mailing Address			
<i>same</i>			
Agent's Name	Telephone No.	Fax No.	E-Mail
<i>same</i>			
Agent's Mailing Address			
<i>Maltzberger Building</i>			
Building Name and Address			
<i>City of Bryan Townsite</i>	<i>120</i>	<i>5 (PT OF)</i>	
Subdivision	Block	Lot(s)	
Zoning of Property: <i>Commercial</i>			
Current Use of Property: <i>office</i>		Proposed Use of Property: <i>office</i>	
<i>c.maltzberger</i>			
Cost Estimate No. 1 prepared by: _____		Total for Cost Estimate No. 1: \$ _____	
Cost Estimate No. 2 prepared by: <i>none</i>		Total for Cost Estimate No. 2: \$ <i>—</i>	
Please note that both Cost Estimates must use the standardized format and be attached to this application.			
Linear Feet of Street Frontage: <i>25'</i>			
Grant Request: \$ <i>4093.50</i>			
Please note that maximum grant requests are based on the amount of linear street frontage.			
Has this property received any other funding through the City of Bryan? <i>No</i>			

Source _____	Amount _____		

Certification

I hereby certify that I am the owner of the above described property for the purpose of this application. I also certify that I have been informed and understand the regulations regarding this process as specified by City Ordinance. I also understand it is necessary for me or my authorized agent to be present at any and all public hearings in regard to this case.


Owner's Signature

Christen Maltzberger
Owner's Printed Name

216 N. Bryan Ave, Suite 110 Bryan, TX 77803
Owner's Mailing Address

1091-2168
Owner's Telephone

Agent Authorization

In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below to act as my agent for the application, processing, representation and/ or presentation of this request. The designated agent shall be the principle contact person with the City (and vice versa) in processing and responding to requirements, information, or issues relevant to this request.

NONE
Owner's Signature

—
Owner's Printed Name

None
Agent's Signature

—
Agent's Printed Name

—
Agent's telephone number

—
Agent's Address

**CITY OF BRYAN
DOWNTOWN IMPROVEMENTS PROGRAM**

This Agreement is by and between the CITY OF BRYAN, a Texas Home Rule Municipal Corporation (hereinafter referred to as "CITY"), and C. Maltzberger, property owner of PROPERTY ADDRESS, located in Downtown Bryan. (hereinafter referred to as "Grant Recipient").

As part of the City's Downtown Improvement program, both parties agree that this program makes Downtown more attractive, increasing the economic vitality of the buildings, increasing sales tax and property values, while preserving and enhancing Bryan's architectural and cultural history.

The Grant Recipient agrees and accepts funding from the City as part of this Downtown Improvements Program.

The Grant Recipient shall complete all work in the scope approved by Bryan City Council. The Grant recipient shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Grant recipient from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Grant Program guidelines and scope of work. In the event that the Grant recipient fails to perform the work as required for Final Completion, Grant recipient shall reimburse the City for all costs; or the City may contract with a third party to complete the work and the Grant recipient shall assume and pay the costs of the performance of the work as contracted.

By: 
Printed Name: Christen Maltzberger
Title: owner
Date: 2/7/15

CITY OF BRYAN:

Mayor Date: _____

APPROVED:

City Manager Date: _____

City Attorney Date: _____

Chief Financial Officer Date: _____

BLUESTONE PARTNERS CONSTRUCTION, LP.

318 NORTH BRYAN AVE.

BRYAN, TX 77803

CONTRACT FOR CONSTRUCTION

ARTICLE 1 AGREEMENT: This Agreement made effective as of the later of the dates accompanying a signature by the Owner and the Contractor below, and effective the same date, by and between Bluestone Partners Construction LP., hereinafter called the Contractor, and The Law Office of Mark R. Maltzberger, LLC, hereinafter called the Owner, to perform work on the following project:

PROJECT:

Maltzberger Law Office Finish Out
216 N. Bryan Ave.
Bryan, Texas 77803

CONTRACTOR:

Bluestone Partners Construction LP.
318 N. Bryan Ave.
Bryan, Texas 77803

OWNER:

Mark & Christen Maltzberger
219 E. William J. Bryan Pkwy
Bryan, Texas 77803

AUTHORIZED REPRESENTATIVE OF OWNER:

Mark & Christen Maltzberger
219 E. William J. Bryan Pkwy
Bryan, Texas 77803

Notice to parties shall be given at the above addresses.

ARTICLE 2 SCOPE OF WORK: The Owner hereby employs the Contractor as an independent contractor, for the construction of a new commercial interior finish out, being more fully described in the Contract Documents that are as set forth in Article 13.2 (hereinafter called the Contractor's Work). In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall govern.

ARTICLE 3 CONTRACT PRICE: The Owner agrees to pay to the Contractor for the satisfactory performance of the Contractor's Work the fixed-price sum of \$103,830.00 in accordance with Article 4, subject to additions or deductions as defined herein. A cost summary is attached as Exhibit A and such summary shall be used by the parties as a reference and guideline in determining completion percentages for draws pursuant to Article 4 below.

ARTICLE 4 PAYMENT:

4.1 DRAW SCHEDULE. Unless otherwise provided by separate agreement, the Contractor shall make applications as needed, not to exceed twice a month, for and receive payment according to a percentage of completion draw process; provided, however, that a 10% retainage amount will be withheld from each draw request in accordance with applicable Texas law. Half of the retainage will be paid by Owner to Contractor within seven (7) days after the Contractor's draw request for same, which may not be submitted earlier than substantial completion and the second half of the retainage will be paid by Owner to Contractor within seven (7) days after the Contractor's draw request for same, which may not be submitted earlier than completion of all reasonable punch list items. Payment by the Owner shall be subject to any obligations of the Owner that may result from mechanics lien claims or notices that Owner has received. Each draw request will be submitted to cover work that has been completed.

ARTICLE 5 CHANGES IN WORK: When directed in advance of the actual work being performed, in writing by the Owner, the Contractor without nullifying this Agreement, shall make any and all changes in the Work which are within the general scope of this agreement. Undersigned agrees that for additional work added to the Contract and for extra costs resulting from changes in the work (except changes resulting from errors by Contractor or the architect for the Contractor's Work, the fixed-price sum for the Contractor's Work shall be adjusted by the amount of any increased cost plus ten (10%) for profit and overhead.

ARTICLE 6 CONTRACTOR'S OBLIGATIONS:

6.1 AUTHORIZED REPRESENTATIVE. John Caleb Venable, Chance Heathcott, Jessica Venable, and Lindsay Jacobus shall be the Contractor's authorized representatives. They shall be the only person(s) the Owner shall look to concerning the administration of this Contract, except in an emergency.

6.2 GENERAL RESPONSIBILITY. The Contractor shall supervise and direct the work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and coordination of all portions of the Work under the Contract; however, the Contractor will coordinate its Work with the Owner's representative, Christen Maltsberger. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, and other facilities and services necessary for the proper execution and completion of the Contractor's Work. The Contractor shall provide a list of proposed subcontractors and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to complete the Contractor's Work.

6.3 TEMPORARY SERVICES. The Owner agrees to provide the following temporary facilities a) Temporary construction water in volumes normally needed for general construction purposes; and b) Temporary electricity including 120v single phase at one location on the site.

6.4 SAFETY AND CLEANUP. The Contractor shall (a) at all times keep the building and premises free from debris and unsafe conditions resulting from the Contractor's work; and (b) clean each work area after each major work trade has completed their work. The Contractor is obligated to conduct operations in a safe manner and in accordance with OSHA regulations. He bears sole responsibility for the maintenance and inspection of safe conditions for all work during construction.

6.5 PERMITS, FEES AND LICENSES. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. The Contractor shall secure and pay for all permits, fees, licenses, assessments, inspections and taxes (not already paid for by the Owner) necessary to complete the Contractor's Work in accordance with the Contract Documents.

6.6 DEBRIS DISPOSAL. Unless otherwise noted in this contract, the Contractor shall be responsible to remove from the job site all trash and debris created by the Work.

6.7 FORCE MAJEURE. The Contractor shall not be liable for any default or delay in the performance of any of its obligations under this Agreement if such default is caused, directly or indirectly, by forces beyond the Contractor's reasonable control, including, without limitation, fire, flood, acts of God, riots, labor disputes, accidents, acts of war, or terrorism, interruptions of transportation or communications, power outages, supply shortages or the failure of Customer or any third party not under the control of the Contractor to perform any commitment relating to the production or delivery of any equipment or material required for the Contractor to perform its obligations hereunder.

ARTICLE 7 SEPARATE CONTRACTS: The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site under these or similar Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

ARTICLE 8 CONTRACT PROVISIONS:

8.1 WORKMANSHIP. Every part of the Contractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Contractor's work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

8.2 WARRANTY. The Contractor warrants its work against all deficiencies and defects in materials and/or workmanship for a period of one year from the date of Owner's Acceptance. In addition, varying manufacturer warranties will also be in affect for most products used in construction. The Contractor agrees to satisfy such warranty obligations that appear within the warranty period without cost to the Owner.

8.3 CORRECTION OF WORK. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within the warranty period.

ARTICLE 9 PROTECTION OF PROPERTY AND PERSONS: The Contractor shall take reasonable precautions for the safety of; (a) all employees on the Work and other persons who may be affected thereby; (b) all the Work and all materials and equipment to be incorporated therein; and (c) other property at the site or adjacent thereto. All damage, loss or vandalism to the property, not resulting from Contractor negligence and not covered by insurance (provided that the Contractor's insurance must include coverage for theft, vandalism and malicious mischief) shall be considered as cost to the Owner.

ARTICLE 10 INSURANCE:

10.1 PROPERTY INSURANCE. The Contractor shall purchase and maintain during the term of the Work property insurance (builders-risk) in an amount equal to the full insurable value of the improvements. The Contractor's insurance shall be written on a "builder's risk – all risk" policy form, and without limitation shall insure against the perils of fire, extended coverage, collapse theft, vandalism and malicious mischief. The insurance shall be for the benefit of the Contractor and the Owner, with a waiver of subrogation as to the Owner. Such insurance shall name Owner and/or Landlord as an additional insured and shall be payable to the Contractor as trustee for the insured, as their respective interests may appear. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph.

10.2 LIABILITY INSURANCE. The Contractor shall purchase and maintain during the term of the Work comprehensive commercial liability insurance in an amount of at least \$1,000,000 per occurrence, which insurance shall name Contractor, Landlord and Owner as insured's. Contractor is structured with all sub-contract labor and no company vehicles. Accordingly, Contractor's general liability insurance will not include automobile coverage or worker's compensation liability. However, subcontractors will be covered by general liability insurance that will include automobile coverage and worker's compensation liability.

10.3 EVIDENCE OF INSURANCE. The Contractor shall provide Owner with evidence of the insurance coverage required by this Article 10.

ARTICLE 11 CONTRACT INTERPRETATION:

11.1 GOVERNING LAW. This agreement shall be governed by the law of the state of Texas.

11.2 MEDIATION/ARBITRATION. If a dispute arises between Owner and Contractor relating to this Agreement (a "Dispute"), the parties will first try to resolve the Dispute between themselves and, if unsuccessful in that manner, by non-binding mediation administered by a mediator agreed upon by both parties. If the event that the Dispute is not resolved within 30 days after either party gives written notice to the other party of the nature of the Dispute, then the

parties shall arbitrate the Dispute in Brazos County, Texas, before either an arbitrator mutually acceptable to both parties or, if the parties cannot agree upon a single arbitrator, the American Arbitration Association (with the parties to request a single arbitrator).

11.3 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

ARTICLE 12 TERMINATION:

12.1 TERMINATION BY THE CONTRACTOR. If within a reasonable period of time after the Contractor submits to the Owner its application for payment and satisfies the requirements in Article 4 for payment, Owner fails to make any progress payment as provided by Article 4 of this Agreement, the Contractor may cease work immediately and upon ten (10) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

12.2 TERMINATION BY THE OWNER. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, or, at their option, may terminate the Contract and take possession of the site and may finish the work by whatever method they may deem expedient.

ARTICLE 13 SPECIAL PROVISIONS:

13.1 OCCUPANCY. It is agreed that the Owner will not commence the operation of its intended business until at least 95% of the contract amount has been paid in full as per the terms specified in this Contract (assuming that the Contractor has timely submitted pay applications for same) and the amount of any additional agreements that may be executed by the parties. Notwithstanding the above, however, the Contractor agrees to have the Owner, begin finish out work by third parties that is necessary for the completion of the project for its intended use prior to final completion by the Contractor, as long as reasonable coordination is effected so that the respective contractors do not interfere with each other.

13.2 CONTRACT DOCUMENTS.

Plans: As produced by PACT Design Studio, dated 7-8-14

13.3 TIME OF COMMENCEMENT; COMPLETION DEADLINE. The Contractor's Work shall be commenced upon verbal direction of the Owner or the Owner's construction manager. The estimated completion date is November 9, 2014. For purposes of this Section 13.3, the term

“force majeure” shall be deemed to mean fire or other casualty or Act of God, strikes or other labor disputes not caused by the Contractor, unusually inclement weather (i.e., in excess of weather patterns in Bryan/College Station, Texas generally), riot or civil commotion, or the malicious damage of a party who is not an officer, employee, agent, affiliate of or otherwise related to the Contractor; provided, however, that in order to constitute a “force majeure” event, the Contractor must give written notice of such event to the Owner within ten (10) days after the event occurs. In addition, if tenant finish-out interferes with the construction timeline, and if within three (3) business days after any such interference Contractor notifies Owner in writing of the interference describing same with reasonable specificity, then Contractor shall be allowed as additional time for the completion of Contractor’s performance under this Agreement the reasonable amount of days that Contractor is delayed due to the interference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates accompanying a signature by the Owner and the Contractor below.

OWNER

Law Office of Mark R. Maltsberger, LLC

By: _____

Christen Maltsberger

Date of Signature: _____, 2014

CONTRACTOR

Bluestone Partners Construction LP

By: _____

Caleb Venable, Limited Partner

Date of Signature: _____, 2014

Bluestone Partners

Change Order to Contract

Change Order: 001
Creation Date: 10/6/2014

Owner / Purchaser:
Mark & Christen Maltsberger

Jobsite Address:
216 N. Bryan Ave.
Bryan, TX 77803

This is a change order to the Contract dated June 25, 2014 between Bluestone Partners, Contractor, and Mark & Christen Maltsberger, for the construction of a single family residence. The Contract is hereby clarified and amended as follows:

Item #	Description:	Add / (Deduct)	Business Days
001	HVAC	\$5,905.00	
002	Electrical	\$7,472.72	
003	Fix Downspouts	\$185.00	
004	Credit for roof penetration flashing	(\$1,300.00)	
005	Up grade to level one granite	\$1,100.00	
006	Removal of existing stucco (including tenant space)	\$1,750.00	
007	Reimbursement for extra abatement cleaning	(\$960.00)	
008	Remove brick infill from bid sheet	(\$840.00)	
009	Flashing for the water leak in the brick	\$150.00	
010	HVAC duct and thermostat to tentant space	\$2,770.12	
011	Change Tract and Tract Light Heads	\$1,174.00	
012	Seal exterior brick, caulked ceiling	\$788.00	
013	Added Barn Door to storage, Wood trim in mark's office	\$1,065.00	
014	Cable lighting (includes savings from bay lights)	\$0.00	
015	Credit for 3 mirrors	(\$225.00)	
016	Add FRP panel	\$250.00	
017	Add soap dispensers for two bathrooms	\$75.00	
018	Eggshell	\$600.00	
019	Credit for F bay light fixtures	(\$450.00)	
SUB-TOTAL		\$19,509.84	0
Original Contract Amount		\$101,132.00	
Current Change Order		\$19,509.84	0
Revised Contract Amount		\$120,641.84	
Increased Business Days			0

The owner/purchaser agrees to all changes and dollar amounts associated with the changes as stated above. This change order is hereby made part of the above referenced Contract for all purposes.

OWNER: Mark & Christen Maltsberger

_____ / / _____
Owner / Purchaser Date

CONTRACTOR: Bluestone Partners

Caleb Venable / / _____
Caleb Venable - Managing Partner Date

EXHIBIT "A"

June 25, 2014

Mark & Christen Maltzberger Lawyers 216 N. Bryan Ave. Bryan, Tx. 77803 Downtown Bryan Rehab		Price per SF: \$34 HEATED SF: 3000 Garages and Porches: n/a Slab SF: n/a Months for Construction: 4	
Budget:		\$103,060.10	
ALLOWANCE			
Item #	DESCRIPTION	TOTALS	Notes
DIVISION 1 - GENERAL REQUIREMENTS			
1-01	General Conditions / Insurances	\$6,550	
DIVISION 2 - SITE CONSTRUCTION			
2-01	Demo Existing (Trash Haul-off)	\$4,000	
DIVISION 3 - CONCRETE			
3-01	Concrete	\$1,000	Pour back sewer trench
DIVISION 4 - MASONRY / STONE			
4-01	Brick	\$0	No Re-pointing
4-02	Brick (Interior Wall)	\$0	Leave Existing
4-03	Ties, Nails & Blades	\$0	
4-04	Stucco	\$0	Leave Existing
DIVISION 5 - METALS			
DIVISION 6 - WOODS & PLASTICS			
6-01	Framing	\$6,500	
6-02	Millwork Contract	\$1,200	Lowers only for workroom
6-03	Countertop	\$250	Laminate
DIVISION 7 - THERMAL & MOISTURE PROTECTION			
7-01	Gutters & Downspouts	\$0	
7-02	Insulation	\$0	
7-03	Flashing	\$1,000	2 roof penetrations
DIVISION 8 - DOORS & WINDOWS			
8-01	Windows	\$2,000	allowance for front and back
8-02	Window Treatments	\$0	
8-03	Exterior Doors	\$1,300	allowance for two front and one back door
8-04	Interior Doors	\$4,100	allowance solid core with barn door hardware
8-05	Hardware	\$820	
DIVISION 9 - FINISHES			
9-01	Sheetrock, Bed, Tape & Texture	\$6,983	
9-02	Trim Carpentry	\$5,216	wood base
9-03	Painting	\$10,500	flat int walls, ext brick, painted metal ceiling
9-04	Flooring	\$15,000	allowance
9-05	Mirrors	\$300	allowance
DIVISION 10 - SPECIALTIES			
10-01	Bathroom Accessories	\$700	ADA and Fire
DIVISION 11 - EQUIPMENT			
11-01	Appliances	\$0	
DIVISION 12 - FURNISHINGS			
DIVISION 13 - SPECIAL CONSTRUCTION			
DIVISION 14 - CONVEYING SYSTEMS			
DIVISION 15 - MECHANICAL			
15-01	HVAC Contract	\$9,572	Advantage A/C Bid
15-02	Plumbing Contract	\$5,000	??
DIVISION 16 - ELECTRICAL / SECURITY			
16-01	Electrical Contract	\$4,500	BCA Electric Bid
16-02	Lighting	\$4,000	allowance
16-03	Security System	\$300	Pre-wire only
DIVISION 17 - MISC. CONSTRUCTION & PROJECT CLOSE-OUT			
17-01	Misc. Labor & Material	\$500	
17-02	Clean-up & Final Clean	\$2,400	
DIVISION 18 - PROPERTY INSURANCE, OH&P & TOTALS			
18-01		Labor and Materials	\$93,691
18-02		Overhead Expenses & Profit 10.00%	\$9,369
18-05		Job Total	\$103,060

Description	Cost	Source	Documentation
Windows, front and back	\$2,000	Cost Summary Item #8-01	Partial receipt-NavasotaMirror.pdf
Exterior Doors	\$1,300	Cost Summary Item #8-03	
Door Hardware	\$189	Cost Summary Item #8-05	Hardware Best Estimate.xls
Exterior Paint	\$1,500	Cost Summary Item #9-03	Paint Best Estimate.xls
Demo and Clean-up	\$1,600	Cost Summary Item #2-01 + Item #17-02	Demo Best Estimate.xls
Fix downspouts	\$185	Change Order Item #003	AggielandGutters.pdf
Flashing for the water leak in brick	\$150	Change Order Item #009	
Seal exterior brick, caulk ceiling	\$788	Change Order Item #012	
PACT Design Architectural Fees	\$475	Five Invoices included	PACT Estimate.xls
	\$8,187		
Grant Request (50%)	\$4,093.50		

PROPOSAL

Architectural Services



PACT Design Studio, LLC
216 East 26th Street, Suite 105
Bryan, Texas 77803

979.676.3397
bgibbs@pactdesignstudio.com

This Agreement is the offer of PACT Design Studio, LLC (herein referred to as "the Architect"), to perform the consulting services described in this Proposal. Acceptance by the Owner is strictly limited to this Proposal and the attached Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Owner is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.

This Agreement supersedes all prior written proposals, and/or negotiations not referenced herein, between the parties and is expressly conditioned upon the Owner's agreement of the attached Terms and Conditions. This Agreement may only be modified in writing and executed by both parties.

PROJECT No: 14-025

DATE: 05/05/2014

OWNER:

Mark and Christen Maltsberger
219 East William J. Bryan Parkway
Bryan, Texas 77803

979.691.7168

PROJECT NAME:

Law Office of Mark R. Maltsberger – Bryan Avenue Renovation

PROJECT LOCATION:

216 Bryan Avenue, Bryan, Texas

PROJECT DESCRIPTION:

The Project shall be as follows:

The renovation of the existing Building at 216 Bryan Avenue (approximately 3,000 square feet). The scope shall include approximately 2,000 square feet for the law offices, approximately 1,000 square feet of leasable tenant space, and access to restroom facilities from both suites (either shared or unshared as required by the Owner's program). The law offices shall include, but shall not be limited to, a large office for Mark, one or more smaller offices, a conference room, and a break room.

PROPOSAL

Architectural Services



SCOPE OF SERVICES

Conceptual Design

During the Owner's Option Period, the Architect shall develop a conceptual layout to help the Owner visualize how the spaces may be arranged.

Architectural Services

Schematic Design Phase

The Architect shall survey the existing conditions and take accurate measurements of the required area of Work. The Architect shall prepare a complete set of Existing Conditions Survey (ECS) documents, which will include floor plans for all spaces within the scope of the project. These documents will be used by the Architect to perform the following Architectural Services.

The Architect shall prepare a Schematic Design for a maximum of two (2) proposed solutions to the Project, as described on page one. Each Schematic Design shall include floor plans, building elevations and a site plan illustrating the building with the changes proposed by each Schematic Design.

The Architect shall provide one (1) meeting to present the Schematic Design solutions. The Owner shall select one (1) proposed solution and discuss any changes required to better meet the Project requirements. The Architect shall prepare a maximum of two (2) revisions during the Schematic Design Phase and meet to present each revision. Any additional revisions during the Schematic Design Phase shall be considered Additional Services. The Architect shall provide a Statement of Probable Cost based upon the information known during this phase. The Architect shall provide three (3) sets of the Schematic Design package.

The Schematic Design drawings and Statement of Probable Cost shall be approved by the Owner prior to proceeding to the next phase.

Design Development Phase

With the Owner's approval and direction, the Architect shall further develop the Schematic Design. Design Development drawings typically include more detailed site plan(s), floor plans, elevations, building sections, and, if necessary to the project, preliminary civil, structural and MEP (mechanical, electrical, plumbing) drawings. In addition to drawings, the Architect shall present, for approval by the Owner, exterior and interior finish boards along with a lighting and plumbing fixture package. The Architect shall provide an updated Statement of Probable Cost based upon the information known during this phase. The Architect shall provide three (3) half-size sets (12"x18") of the Design Development package.

The Design Development drawings and Statement of Probable Cost shall be approved by the Owner prior to proceeding to the next phase.

Construction Documents Phase

Based on the approved Design Development package and any further adjustments in the scope and/or the budget for the project, the Architect shall prepare Construction Documents consisting of

PROPOSAL

Architectural Services



drawings and specifications that shall establish the scope of work, describe the design intent and quality requirements, and be suitable for filing with the required City Department(s) for plan review and for construction by a qualified General Contractor. The Architect shall perform a code review that includes, but is not limited to, the International Building Code, local city/county ordinances and other local authorities having jurisdiction related to the project. The Architect shall provide an updated Statement of Probable Cost based upon the information known during this phase. The Architect shall provide three (3) half-size sets (12"x18") and one (1) full-size set (24"x36") of the Construction Document drawings. The Architect shall also provide one (1) copy of the Project Manual (Special Conditions and Specifications).

Construction Documents shall include, but not be limited to:

- Architectural Floor Plans delineating new construction, and the cross referencing of details and sections on subsequent drawings.
- Exterior Building Elevations at each exterior façade, as required, showing the new construction and including notes indicating finishes, materials and any special conditions.
- Details, Sections, Schedules and Notes communicating, in detail, different aspects of the design relating to construction and/or code requirements. These details are essential in conveying the design concept to the General Contractor, the subcontractors and to the City Plan Review Department(s).
- Reflected Ceiling Plans providing accurate placement of ceiling mounted fixtures, finishes, HVAC diffusers and locations for required smoke and carbon dioxide detectors.
- Finish Plans showing the placement of different flooring materials and identifying wall and ceiling finishes. Transition details shall be shown as necessary.
- Furniture Plans showing the proposed furniture layout. Furniture selection and procurement is not within this scope of work; however, a plan will be provided for the Owner's reference.
- Civil Plans including the proposed site layout delineating the new construction as well as site grading and site utilities.
- Structural Plans, as necessary.
- Utility Plans indicating the location of HVAC equipment (with duct runs, if necessary), light fixtures (with switching diagrams), electrical receptacles, cable and data, and plumbing fixtures. Schedules and details shall be provided as needed.

The Construction Documents and Statement of Probable Cost shall be approved by the Owner prior to proceeding to the next phase.

Bidding/Negotiation

The Architect shall assist the Owner in assembling, distributing and evaluating the Bid Documents which shall include:

- Preparing and distributing PDFs of the Construction Documents to each Bidder selected by the Owner
- Coordinating and attending a pre-bid meeting with the Bidders (as required)
- Addressing Bidders' questions and concerns (as required) in the form of Addenda
- Assisting the Owner in the receiving and evaluation of the bids
- Assisting the Owner with the awarding and preparing of the contract or agreement for construction

Construction Administration Phase

Based on the signed agreement between the Owner and General Contractor, the Architect shall provide the following services during construction.

PROPOSAL

Architectural Services



The Architect shall attend project coordination meetings with the Owner and the General Contractor as reasonably required to assist in expediting the project and to provide clarification of the Contract Documents. The Architect shall visit the project site weekly to monitor the progress of the work and determine whether the work is in accordance with the Contract Documents. The Architect shall recommend the rejection of any work that is not in accordance with the Contract Documents.

If requested by the Owner, the Architect shall review and certify the Contractors' request for payment.

The Architect shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and/or samples. The Architect shall prepare supplemental and clarification drawings, as required in the form of Architect's Supplemental Instructions (ASI) or Requests for Information (RFI). At Substantial Completion, the Architect shall prepare a "punch list" of work to be corrected and review the corrective work to completion.

The Architect shall review the status of construction to determine the dates of substantial completion and final completion, and shall receive and forward to the Owner written warranties and related documents assembled by the General Contractor and subcontractors.

The Architect shall not be responsible for providing the General Contractor or any Subcontractor with physical copies of the Contract Documents.

Additional Services

Services not provided as part of this agreement shall be, but not limited to, the following and shall be considered Additional Services:

- Surveying, including boundary, topography, vegetation, existing utilities, etc.
- Geotechnical investigation and survey
- Landscaping and irrigation plans
- Civil Engineering
- Structural Engineering
- MEP Engineering
- Ecological/Environmental/Hazardous Assessment/Remediation including but not limited to asbestos, brownfield sites, site contamination, and other hazardous elements
- Food service planning or equipment selection/design
- Fire alarm and/or fire suppression system design
- Accessibility registration and review
- IT/Computer Systems/Design
- Lightning protection systems/design
- Emergency power generation systems/design
- On-site/Renewable power generation systems/design
- Audio/Video or other multi-media systems/design
- Security/Surveillance Design
- LEED/Sustainable Design
- All permits and/or fees as required by local authorities having jurisdiction associated with the review and/or construction

Where additional services are requested, the Owner agrees to pay additional compensation to the Architect. The compensation for additional services shall either be calculated at an hourly rate as outlined in the attached terms and conditions or a lump sum negotiated at the time of the request of the services.

PROPOSAL

Architectural Services



COMPENSATION

Conceptual Design

Compensation for Conceptual Design as described above shall be billed at the Architect's hourly rate as indicated below. 6-8 hours are estimated for the completion of the Conceptual Design.

PACT Design Team Member Hourly Rate: \$75 per hour

Architectural Services

Compensation for Basic Architectural Services during the Schematic Design through Construction Administration phases as described above shall be based on Ten percent (10.00%) of the Construction Cost, as defined in the attached *Standard Terms and Conditions*. The total basic compensation shall be divided by phase as described below:

Schematic Design Phase:	20%	(twenty percent)
Design Development Phase:	20%	(twenty percent)
Construction Documents Phase:	35%	(thirty-five percent)
Bidding and Selection of GC:	5%	(five percent)
Construction Administration Phase:	20%	(twenty percent)
Total Basic Compensation	100%	(one hundred percent)

Before proceeding with Schematic Design, the Owner shall establish an estimated Construction Cost upon which invoicing shall be based. The estimated Construction Cost shall be used through the Bidding/Negotiation phase unless agreed upon by both the Owner and Architect in writing due to an increase or decrease in the estimated Construction Cost.

Initial Payment

An initial payment retainer of FIVE HUNDRED dollars (\$500) shall be paid to the Architect prior to commencement of the Scope of Services and shall be credited toward the Owner's final payment.

ACCEPTANCE OF PROPOSAL

The aforementioned *Project Description, Scope of Services, Compensation* and the attached *Standard Terms and Conditions for Architectural Services* are hereby accepted as the Agreement between Owner and Architect. The Architect is authorized to proceed as specified. Payments shall be made as indicated above.

Accepted by: _____ Date: _____
Owner or Owner's Representative

Accepted by: Brian Gibbs Date: 05/05/2014
Brian Gibbs, AIA LEED AP
for PACT Design Studio, LLC

STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

1. ENTIRE AGREEMENT

This Agreement is the offer of PACT Design Studio, LLC (herein referred to as "the Architect"), to perform the professional architectural services described in the attached Scope of Services. Acceptance by the Owner is strictly limited to the attached Proposal and these Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Owner is defined as the person or business entity signing the Agreement authorizing the Architect to proceed.

This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Owner's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Scope of Services. Unless otherwise specified in the Scope of Services or the Terms and Conditions, the Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Scope of Services and in accordance with the target schedule.

3. COMPENSATION

Fee. The attached Proposal describes the tasks, phases and compensation terms.

Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payments are due upon the Owner's receipt of invoice. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month. A minimum finance charge of \$10.00 shall be assessed on all overdue payments.

Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which the Architect is adjudged to be liable.

Suspension. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges.

Additionally, in the event of suspension, the Owner shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

4. ADDITIONAL SERVICES

All Additional Services shall be approved by the Owner and the Architect in writing prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the basic Scope of Services.

Master Planning. The Architect may assist the Owner in developing and preparing a long term Master Plan. All work associated with the Master Plan, including all preliminary design work, shall be considered an Additional Service.

Construction Management Services. The Architect may assist the Owner in estimating the cost of construction, scheduling the work of the contractors and managing the construction process. Construction Management Services shall be considered Additional Services.

Redesign to meet Project Budget Costs. The Owner is responsible to establish Project Budget Costs and obtain required cost estimates. If the Architect is not contracted to provide cost estimating services, the Architect shall not be liable to redesign to meet the project budget costs. If redesign is required due to revised or miscalculated project budget costs furnished by a party other than the Architect, the time required shall be considered Additional Services.

Public Hearings / Municipal Filings. In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), the Architect shall invoice the Owner on an hourly basis for both the preparation and time spent at the meeting. The Architect shall not be required to file drawings with the Building Department or pay any municipal fees.

Engineering. Based upon the particular needs of the Owner, additional engineering services may be required for heating, air conditioning, electrical, plumbing, structural calculations, site planning, grading, septic systems and/or fire suppression. Engineering services are not included in this Agreement unless stated otherwise in the Scope of Services.

If Engineering Services are incorporated into the Scope of Services, and it has been determined that the Engineer (or consultant) has made an error or omission, the Owner shall seek legal remedy from the Engineer (or consultant) directly, without participation by the Architect, unless stated otherwise in the Scope of Services.

Coordination of Consultants' and/or Owner's Work. Any coordination of Work performed directly by the Owner or work performed by consultants hired by the Owner, including but not limited to structural engineers, mechanical engineers, kitchen designers, landscape designers, interior design consultants, audio/video consultants, lighting designers, etc., shall be considered Additional Services.

Fees for Additional Services. The Architect may provide Additional Services beyond those listed in the Scope of Services by a negotiated sum or on an hourly basis. The Architect's hourly rates are as follows:

PACT Design Team Member \$95 per hour

Hourly rates specified above are valid for one (1) year from the date listed on the Scope of Services and shall be increased five percent (5%) on the first day of the subsequent year to reflect market conditions, employee benefits and salary compensation.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, printing, reproductions, bulk copying, photographic services, postage, shipping, delivery, long distance travel expenses, and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%).

5. OWNER'S RESPONSIBILITIES

Project Budget. The Owner shall establish a budget with reasonable contingencies that meets the project requirements. The project budget shall be established by the Owner prior to the Architect proceeding with the Scope of Services.

Base Building Drawings and/or Surveys. Unless otherwise specified, Base Building Drawings and/or Surveys are not included in the Scope of Services. The Architect shall assume that the Base Building Drawings and Surveys, if required, shall be readily available. The Architect assumes all information on these documents is accurate and is not responsible for any information completed by others.

Project Representative. The Owner shall appoint and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). The Architect assumes that the Owner shall be the Project Representative unless the Owner notifies the Architect, in writing, that another Project Representative has been appointed. If the Owner replaces or selects a new Project Representative, any time spent by the Architect to bring the new Project Representative current shall represent Additional Services.

Cost Estimates. The Architect shall provide Statements of Probable Cost. These are not cost estimates. Statements of Probable Cost are prepared by the Architect to the best of his/her information, knowledge and belief of the project conditions. If the Architect is not contracted to provide cost estimating services, the Owner shall employ a contractor or construction cost estimating consultant to provide cost estimating services. The Architect and its consultants do not warranty, guarantee or certify the construction cost for the project or any part of the project.

STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

Selection of Qualified Contractor(s). The Owner shall select a qualified contractor(s) with a minimum of three (3) years of construction experience in work similar in nature to the Project Description located in the immediate vicinity. The contractor shall provide a minimum of three (3) references as mutually agreed upon by the Owner and the Architect.

6. SCHEDULE

The Architect shall commence work on this project within twenty (20) business days of authorization to proceed. Immediately upon commencement, the Architect shall prepare a mutually acceptable schedule for the delivery of the project.

Professional fees developed for this project shall be based on this schedule. Modifications, such as accelerated schedules, project delays or extensions, which are not under the control of the Architect, are subject to an increase in the Architect's compensation.

If through no fault of the Architect, the Scope of Services has not been completed within nine (9) months of the date first specified on the Letter of Agreement, compensation for the Architect's services beyond that time shall be considered Additional Services.

7. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Owner a license to use instruments of the Architect's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Owner's sole risk, and the Owner agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Owner or by others acting through the Owner.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of the Architect.

8. PUBLICITY

The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

9. INSURANCE, INDEMNITY AND LIMITATIONS

Insurance. The Architect shall maintain Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Owner in excess of the standard coverage of the Architect and its consultants shall be borne by the Owner.

The Owner shall require the contractor to name the Architect as an Additional Insured on the contractor insurance policy.

Limitation of Liability. For any damage on account or error, omission or other professional negligence, the Architect's liability shall be no greater than the Limit of Liability covered by the Architect's Professional Liability insurance policy.

Waiver of Consequential Damage. The Architect and the Owner waive consequential damage for claims, disputes and 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 in accordance with the provisions defining termination.

Hazardous Substances. The Architect shall not be responsible for the identification, removal, testing and/or certification of removal relative to any hazardous substance including, but not be limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances. The Architect and the Owner acknowledge that the Scope of Services does not include any items related to a Hazardous Environmental Condition.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive

revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

10. STANDARD OF PRACTICE

Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

11. DISPUTE RESOLUTION

Mediation and Arbitration. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns.

Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Bryan, TX.

12. MISCELLANEOUS PROVISIONS

Architect's Representative. The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Certification of the Construction Documents. The final Construction Documents shall be reviewed and certified by the Owner and Architect prior to contractor bidding and/or municipal review. Certification by the Owner and Architect shall indicate that the Construction Documents meet with all party's full approval. All revisions made to the Construction Documents subsequent to the certification shall be considered Additional Services.

Termination. Either party may elect to terminate this Agreement with not less than seven (7) days notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Owner shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.

In the event of termination, the Owner shall pay the Architect only to the percentage of work completed at the time of termination of this agreement.

Proposal Validity. This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may be deemed null and void by the Architect.

Method and Means of Construction. The Architect and its consultants are not responsible for the method, means or sequencing of construction unless this is arranged contractually (in writing) executed by both parties.

Storage of Materials. The Contractor is responsible for the storage and proper protection of materials. Materials shall be stored in an area that is adequately ventilated and free from excessive moisture and condensation that may be conducive to mold contamination.

13. DEFINITIONS

Construction Cost. Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed, selected or specified by the Architect.

Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Scope of Services.

Construction Cost does not include the compensation of the Architect and the Architect's consultants or any other costs that are the responsibility of the Owner as provided in this Agreement.

Surveyed Space. Surveyed Space shall be all the space surveyed and documented during an Existing Conditions Survey (ECS) as measured from the interior surface of the exterior walls. Surveyed Space shall include all interior space including, but not limited to, basements, garages, mechanical rooms, closets, storage rooms, covered porches, and similar space.

PACT Design Studio Estimate

Total fees paid to PACT Design (see Invoices folder)

\$9,500

Architectural Design and Construction 5%

\$475

Date of this notice: 07-02-2014

Employer Identification Number:
47-1245183

Form: SS-4

Number of this notice: CP 575 G

GMJ PROPERTIES LLC
CHRISTEN MALTSBERGER SOLE MBR
1013 SANCTUARY CT
COLLEGE STA, TX 77840

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-1245183. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GMJP. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Statement of Account

NOTICE: This is a statement of Taxes Due as of 02/11/2015 02:41:55PM
based upon the tax records of the tax office.

KRISTEEN ROE, CTA PH# (979) 361-4470
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
300 E. WM. J BRYAN PKWY
BRYAN, TX 77803

Property Information	
Property ID:	22539 Geo ID: 191000-0120-0040
Legal Acres:	0.0000
Legal Desc:	CITY OF BRYAN TOWNSITE, BLOCK 120, LOT 5 (PT OF)
Situs:	216 N BRYAN AVE ,
DBA:	FRAME GALLERY, THE
Exemptions:	

Owner ID: 522008 Ownership: 100.00%
GMJ PROPERTIES LLC
1013 SANCTUARY CT
COLLEGE STATION, TX 77840-2343

Value Information	
Improvement HS:	0
Improvement NHS:	127,730
Land HS:	0
Land NHS:	33,680
Productivity Market:	0
Productivity Use:	0
Assessed Value	161,410

Entity	Description	Pct.
C1	CITY OF BRYAN	100.00%
G1	BRAZOS COUNTY	100.00%
S1	BRYAN ISD	100.00%
TZ21B	BRYAN TAX INCREMENT ZONE #21	100.00%

Ex Code	Description

Unpaid Bills Summary									
Entity	Year	Statement ID	Tax Rate	Type	Tax Due	Disc/P&I	Attorney Fees	Total Due	
C1	2014	42848	0.629990	L	508.43	0.00	0.00	508.43	
G1	2014	42848	0.485000	L	391.42	0.00	0.00	391.42	
S1	2014	42848	1.290000	L	1,041.09	0.00	0.00	1,041.09	
Total for Year 2014					1940.94	0.00	0.00	1940.94	
Total For All Years					1,940.94	0.00	0.00	1,940.94	
								Total Due if Paid By 02/28/2015	1,940.94

Paid Refunds Summary
No Information on File.

*** End of Statement ***

NOTICE: This document is not a tax certificate and does not absolve a Taxpayer from tax liability in any way. If this document is found to be in error, it may be corrected by the Collection Office listed above. Responsibility to pay the remaining taxes rests entirely with the Taxpayer, as outlined in the Texas Property Tax Code.

2014 TAX STATEMENT

STATEMENT NUMBER	42848
PROPERTY ID NUMBER	22539

www.brazostax.org

NAME & ADDRESS Owner ID: 522008 Pct: 100.000% GMJ PROPERTIES LLC 1013 SANCTUARY CT COLLEGE STATION, TX 77840-2343		PROPERTY DESCRIPTION CITY OF BRYAN TOWNSITE, BLOCK 120, LOT 5 (PT OF) Acreage: 0.0000 Type: R	PROPERTY GEOGRAPHICAL ID 191000-0120-0040
			PROPERTY SITUS / LOCATION 216 N BRYAN AVE ,

LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE
33,680	127,730	0	0	161,410

100% Assessment Ratio Appraised Value: 161,410

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate Per \$100	Tax Due
BRYAN ISD	161,410	0	0	0		161,410	1.290000	2,082.19
BRAZOS COUNTY	161,410	0	0	0		161,410	0.485000	782.84
CITY OF BRYAN	161,410	0	0	0		161,410	0.629990	1,016.86

CITY TAXES REDUCED BY SALES TAX 235.96
 COUNTY TAXES REDUCED BY SALES TAX 184.93

Total Taxes Due By Jan 31, 2015	3,881.89
--	-----------------

Penalty & Interest if paid after Jan 31, 2015		
If Paid in Month	P&I Rate	Tax Due*
February 2015	7%	4,153.62
March 2015	9%	4,231.26
April 2015	11%	4,308.89
May 2015	13%	4,386.52
June 2015	15%	4,464.18

Property taxes in Texas are assessed as of January 1st each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RES DENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

*Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency [Tax Code Sec 33.11] or Additional Late filling Penalty of 10% [Tax Code Sec 23.54, Tax Code Sec 21.10].

True Automation, Inc.

* DETACH HERE AND RETURN WITH PAYMENT *

Make checks payable to:

KRISTEEN ROE, CTA
BRAZOS COUNTY TAX OFFICE
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
300 E. WM. J BRYAN PKWY
BRYAN, TX 77803

RETURN SERVICE REQUESTED



Owner Name and Address GMJ PROPERTIES LLC 1013 SANCTUARY CT COLLEGE STATION, TX 77840-234

Statement Number 2014 42848
Prop ID Number 22539
Geographical ID 191000-0120-0040

See payment schedule below for tax due.

If Paid in Month	Tax Due
October 2014	3,881.89
November 2014	3,881.89
December 2014	3,881.89
January 2015	3,881.89
February 2015	4,153.62
March 2015	4,231.26
April 2015	4,308.89
May 2015	4,386.52
June 2015	4,464.18

In January Pay 3,881.89
Taxes are payable October 1, 2014 and become delinquent on February 1, 2015

GMJ PROPERTIES LLC
1013 SANCTUARY CT
COLLEGE STATION, TX 77840-2343

Comparison of Tax History

Year	Taxing Unit	Stmnt ID	Assessed Value	Taxable Value	Rate per \$100	Tax Amount	% Change in Tax
2014	BRAZOS COUNTY	42848	161,410	161,410	0.485000	782.84	0.99
	BRYAN ISD	42848	161,410	161,410	1.290000	2,082.19	1.51
	CITY OF BRYAN	42848	161,410	161,410	0.629990	1,016.86	1.51
2013	BRAZOS COUNTY	66901	159,010	159,010	0.487500	775.17	0.95
	BRYAN ISD	66901	159,010	159,010	1.290000	2,051.23	0.44
	CITY OF BRYAN	66901	159,010	159,010	0.629990	1,001.75	-0.09
2012	BRAZOS COUNTY	66311	158,320	158,320	0.485000	767.85	-2.91
	BRYAN ISD	66311	158,320	158,320	1.290000	2,042.33	-2.91
	CITY OF BRYAN	66311	158,320	158,320	0.633308	1,002.65	-3.39
2011	BRAZOS COUNTY	65920	163,070	163,070	0.485000	790.89	1.20
	BRYAN ISD	65920	163,070	163,070	1.290000	2,103.61	1.32
	CITY OF BRYAN	65920	163,070	163,070	0.636400	1,037.78	1.32
2010	BRAZOS COUNTY	64724	160,940	160,940	0.485600	781.52	3.57
	BRYAN ISD	64724	160,940	160,940	1.290000	2,076.13	2.37
	CITY OF BRYAN	64724	160,940	160,940	0.636400	1,024.22	2.37
2009	BRAZOS COUNTY	63908	157,210	157,210	0.480000	754.60	N/A
	BRYAN ISD	63908	157,210	157,210	1.290000	2,028.01	N/A
	CITY OF BRYAN	63908	157,210	157,210	0.636400	1,000.48	N/A

% Change 5th Year Comparison(Compare 2014 to 2009)

Taxing Unit	Assessed Value	Taxable Value	Rate per \$100	Tax Amount
BRAZOS COUNTY	2.67%	2.67%	1.04%	3.74%
BRYAN ISD	2.67%	2.67%	0.00%	2.67%
CITY OF BRYAN	2.67%	2.67%	-1.01%	1.64%

BRYAN ISD Tax Rate Breakdown

Year	M&O Rate	I&S Rate	Total Rate
2014	1.040000	0.250000	1.290000
2013	1.040000	0.250000	1.290000