Restoration and Consulting Agreement

The Agreement is made effective as of _____ day of _____, 2011, by and between County of Brazos, (hereinafter referred to as "Brazos County"), and Robert Pringle of 1506 Maryland Street, Houston, TX 77006.

In this Agreement, the party who is contracting to receive services shall be referred to as Brazos County, and the party who will be providing the services shall be referred to as Robert Pringle.

Robert Pringle has a background in sculpture conservation and has provided restoration services to the City of Houston to restore the work "Points of View " by James Surls.

Therefore, the parties mutually agree as follows:

1. **Description of Services**. Beginning _____, 2011 Robert Pringle will provide the following services for the restoration of the James Surls' sculpture, "Brazos Flower" at the Brazos Center.

- Scaffold and shroud the steel sculpture armature.
- Remove all of the wooden elements from the sculpture.
- Cut off the twenty seven 3' steel mounting rods to 18". Cut out the set pins from the inside of the steel sockets.
- Remove all rusted and deteriorated steel from the inside of the steel sockets, steel armature and base plates by chipping, grinding and selective sandblasting.
- Immediately apply to all cleaned metal surfaces a coat of Sherwin Williams Industrial epoxy primer.
- Hand sand all intact black painted surfaces and power wash with Krud Kutter painting prep detergent.
- Apply by spray and brush two coats of Rustoleum #7777 black Alkyd satin oil paint with 10% Rusty red Rustoleum alkyd oil to produce a warm umber black (specifications supplied by the Artist).
- Re carve the twenty seven wooden elements out of kiln dried yellow pine wood, (more rot resistant for this environment) matching the original forms. James Surls has agreed to the change in wood material.
- Drill a mounting hole 2" X 20" into the center of each petal.
- The four petals attached to the base mounting rods will be cut in half longitudinally to be sandwich mounted onto the four steel base support rods.
- Pressure treat the finished carvings with M.C.Q (micronized copper quat).
- Slow dry the pressure treated wood and apply a spray coat of Thompson's waterseal.
- Provide a lift truck and attach the wooden petals to the rods and sockets with a sealed mastic fill of Hilti #150 structural epoxy resin. Clean up any excess resin.
- The four base mounted petals will be cross pinned with blind hardwood dowels and laminate set and clamped over the steel rods with a bonding adhesive of West System Epoxy with a fine yellow pine sawdust filler.
- The laminated edges will be carved and finished when the resin has set.

- Drill and tap a 1/2" X 3" hole on the sides of the downward pointing petals and insert a 1/2" stainless steel threaded bolt 2" deep to provide an additional mechanical attachment. Cut off bolts flush, prime and touch up paint where necessary.
- Provide three extra "petals" for future replacement pieces.

2. **Performance of Services**. Robert Pringle shall determine the manner in which the Services are to be performed and the specific hours to be worked. Owner will rely on Robert Pringle to work as many hours as may be reasonably necessary to fulfill this Agreement.

3. **Payment.** Owner will pay a fee to Robert Pringle for services in the amount of $30,650.00. This fee includes all costs including production, storage, transportation and travel to and from Bryan-College Station. This fee shall be payable in three equal installments of $10,216.67. First payment will be paid prior to commencement of the work, second payment to be paid after photographic documentation of the carving process and completion of the carving of all thirty wooden elements**,** and the final payment made upon acceptance of the finished work by the owner. Such acceptance is not to be unreasonably withheld.

4. **Timeframe.** Robert Pringle will make a good faith effort to complete this restoration in 120 days starting with receipt of first payment, weather permitting. Due to the one-of-a-kind nature of this work, this is not a guarantee.

5. **Warranty.** Robert Pringle will warrant the paint finish to the extent that current organic chemical coating technology will provide. All primers and surface coatings will be applied as per industry standards. Robert Pringle will guarantee the materials and craftsmanship of the restored "Brazos Flower" for (5) five years. Should any problems or deterioration occur due to flaws in the preservation of the materials or craftsmanship, Robert Pringle agrees to repair the same free of charge.

6. **Term/Termination**. This Agreement shall terminate automatically upon completion by Robert Pringle of the Services required by this agreement.

7. **Relationship of parties**. It is understood by the parties that Robert Pringle is an independent contractor with respect to owner, and not an employee of owner. Owner will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits to Robert Pringle.

8. **Employees**. Robert Pringle shall provide proof of liability and accept complete liability for damages, theft, vandalism, fire and acts of God during the execution of the project prior to its initiation. All employees and sub-contractors who will perform work on Brazos County property shall be covered by workman's compensation and proof of such insurance shall be provided to Brazos County prior to contractual agreement.

9. **Injuries**. Robert Pringle acknowledges his obligation to obtain appropriate insurance coverage for the benefit of his staff and himself. Robert Pringle waives any rights to recovery from owner for any injuries that Robert Pringle may sustain while performing

services under this Agreement and that are a result of the negligence of Robert Pringle.

10. **Indemnification**. Robert Pringle agrees to indemnify and hold harmless owner from all claims, losses, expenses, fee including attorney fees, costs, and judgments that may be asserted against owner that result from the acts of omissions of Robert Pringle.

11. **Assignment**. Robert Pringle's obligation under this agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of owner.

12. **Entire agreement**. The agreement contains the entire agreement of the parties and there are not other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. **Amendment**. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties and agree upon by both parties with a 10-day period.

14. **Severability**. If any provision of the agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be come valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. **Waiver of contractual right**. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. **Applicable law**. This agreement shall be governed by the laws of the State of Texas. Any court action must be filed in the County of Brazos, City of Bryan, Texas.

Party receiving service:	Party providing service:
Brazos County	Robert Pringle
_____	_____