

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
SOQ 16-045**

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AUTOARCH Architects, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Architectural & Engineering Services on February 28, 2017, (hereinafter "Agreement") pursuant to SOQ 16-045, as amended by documents dated August 22, 2017 (hereinafter "Amendment") and October 3, 2017 (hereinafter "Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional seventy-seven thousand five hundred dollars and 00/100 (\$77,500.00), for the additional architectural, interior design and landscaping services as described in Contractor's proposal attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed two hundred fifty-nine thousand dollars and 00/100 (\$259,000.00), authorized as follows:
 - \$121,000.00 under the Agreement;
 - \$25,000.00 under the Amendment;
 - \$35,500.00 under the Second Amendment; and
 - \$77,500.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement or any subsequent amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. Certain State Law Requirements for Contracts
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\FBISD Gym\Amend 3 - A&E Svcs.AutoArch.docx.6/22/2018

EXHIBIT A

AUTOARCH
ARCHITECTS

June 15, 2017

Mr James Knight
Director of Facilities
Fort Bend County
401 Jackson St
Richmond, TX 77469

Cougar GYM- A/E services: This proposal is for the additional A/E design services required for the Cougar GYM building for Landscaping and Interior Design as requested by the County

Dear Jamie,

Per the request of Fort Bend County to add Interior Design and Landscape Services.

The Additional Architecture, interior Design and Landscape Scope and Fee:

This additional work includes:

Landscape Services:

Provide landscape architecture services for the project, the design criteria shall meet the client's need and expectation as well as Missouri City landscape requirements and highlight the character of the landscape represents the historic character of the building. Hardscape layout and details, landscape design, irrigation design and exterior landscape lighting shall be provided for the Parking lots area, Entry monument surrounding landscape, Building Entry and exterior paths and Street edge and perimeter treatments

Interior Design Services:

1. The front lobby: Provide limited design, material selection, finishes and the documentation needed for competitive bidding.
2. Select the paint color for the main basketball and finishes.
3. Provide the furniture selection for the spaces identified by the County.
4. Way finding and room names for the project.
5. Provide material and color board.
6. Establish the size, style, color expectation for the Mural at the lobby.

The Landscape and Interior design fees:

The Landscape proposal not to exceed \$35,000

The Interior design Proposal Not to exceed \$30,000

AUTOARCH will manage and coordinate the project within the original design concept and theme not to exceed \$12,500

Total proposed fee services \$77,500.

Thank you again for the opportunity, please call for any questions you may have.

Respectfully,



Lina Sabouni, AIA NCARB
Principal In Charge

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
SOQ 16-045**

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AUTOARCH Architects, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Architectural & Engineering Services on February 28, 2017, (hereinafter "Agreement") pursuant to SOQ 16-045, as amended by document dated August 22, 2017 (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

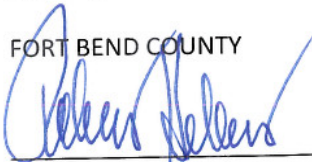
1. County shall pay Contractor an additional thirty-five thousand five hundred dollars and 00/100 (\$35,500.00), for the additional architectural and engineering design services as described in Contractor's proposal dated September 11, 2017 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred eighty-one thousand five hundred dollars and 00/100 (\$181,500.00), authorized as follows:

 \$121,000.00 under the Agreement;
 \$25,000.00 under the Amendment; and
 \$35,500.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment, and this Second Amendment exceed the Maximum Compensation without written agreement executed by both parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY


Robert E. Hebert, County Judge

AUTOARCH Architects, LLC


Authorized Agent – Signature

Date

10-3-2017

Authorized Agent – Printed Name

LINA SABOUNI

ATTEST:



Laura Richard, County Clerk



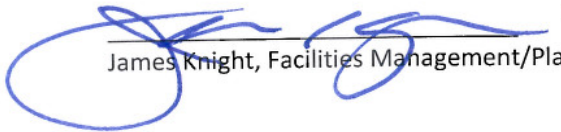
Title

PRINCIPAL IN CHARGE

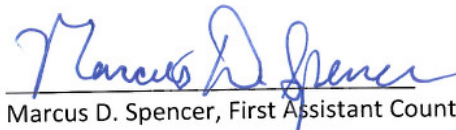
Date

09.28.2017

APPROVED:


James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 181,500.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\FBISD Gym\Amend 2 - A&E Svcs.AutoArch.docx.9/15/2017

Second Amendment to Agreement for Professional Architectural & Engineering Services
Missouri City Gymnasium – SOQ 16-045

EXHIBIT A

September 11th, 2017

Mr James Knight
Director of Facilities
Fort Bend County
401 Jackson St
Richmond, TX 77469

Cougar GYM- A/E services: This proposal is for the additional A/E design services required for the Cougar GYM building to recover from the damages caused by Harvey Hurricane.

Dear Jamie,

Per the joint site visit Friday Sep 1st @ 11:30am to the Cougar GYM building to assess the damages caused by Hurricane Harvey. Please find attached the structure report by our structure consultant "ASA-Dally" describing the damages caused by Hurricane Harvey and the additional Architecture/ structure design services needed to recover from these damages. Based on your request attached also the revised structure proposal as hourly rate not to exceed \$19,000 with clarification. This approach will provide the structural engineering needed for the recovery based on the building demand while allowing the unseen condition to be addressed.

Issues to consider:

- 1- The original structure drawings are not available for the design team to evaluate accurately the impact of Hurricane Harvey on Cougar GYM and the future building behavior.
- 2- Based on observing the structural system and the make-up the retaining walls. The new structure that will replace the collapsed decks should be capable of bracing and stabilizing the remaining building.
- 3- This effort is an additional architecture and structure scope that is beyond the original A/E scope of the original work already in place.
- 4- This is urgent recovery work should start immediately. It will have separate time schedule, design delivery, and will it will create additional construction and site observation activity.

The Additional Architecture Scope and Fee:

Based on the complexity, urgency, and the unforeseen conditions of this project. We recommend the following additional services to our existing A/E contract. This work will deliver a quick and sufficient action plan that will provide seamless recovery to the Cougar GYM while the original design work remains in progress:

This additional work includes:

Architecture Scope and fee:

- 1- AUTOARCH will design with the structure team the new spaces and the structure system needed to rebuild the collapsed rooms. The structure of these rooms will provide the structure bracing and stabilizing to the remaining building.
- 2- This additional Architecture Design fee will include the decks, roofs and roof details, Discovery, site observation (limited to 5 site visits) is **\$16,500**

The Structure Scope and fee:

- 1- Work with the design team to produce the structure system needed.
- 2- Attached is the structure report and proposal for hourly rate not to exceed **\$19,000**

Total requested A/E Services is **\$35,500**

Thank you again for the opportunity, please call for any questions you may have.
We are eager to proceed to address the urgent structure conditions of this building.

Respectfully,



Lina Sabouni, AIA NCARB
Principal In Charge

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
SOQ 16-045**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AUTOARCH Architects, LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Architectural & Engineering Services on February 28, 2017, (hereinafter "Agreement") pursuant to SOQ 16-045; and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

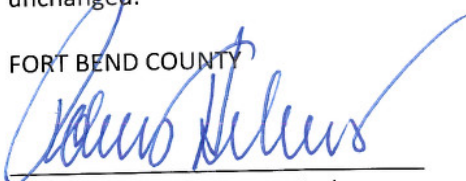
1. County shall pay Contractor an additional twenty-five thousand dollars and 00/100 (\$25,000.00), for the additional architecture design services as described in Contractor's proposal dated May 19, 2017 with accompanying proposal for structural engineering services for the Project dated May 17, 2017, both attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred forty-six thousand dollars and 00/100 (\$146,000.00), authorized as follows:

 \$121,000.00 under the Agreement; and
 \$25,000.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

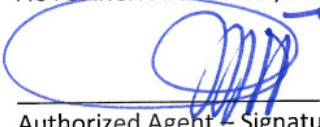
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY


Robert E. Hebert, County Judge

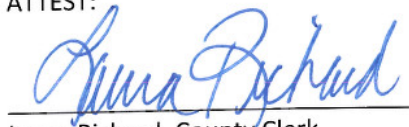
AUTOARCH Architectss, LLC


Authorized Agent – Signature

8-22-2017
Date

LINA SABOUNI
Authorized Agent – Printed Name

ATTEST:

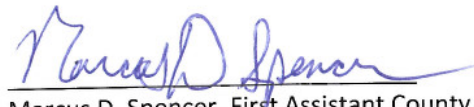

Laura Richard, County Clerk

Principal
Title
08.15.2017
Date

APPROVED:


James Knight, Facilities Management/Planning Director

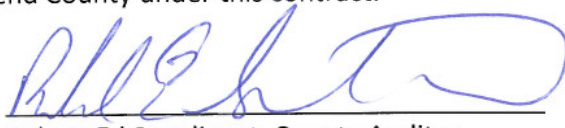
APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 146,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\FBISD Gym\Amend 1 - A&E Svcs.AutoArch.docx.7/21/2017

EXHIBIT A

05.19.2017

Mr James Knight
Director of Facilities
Fort Bend County
401 Jackson St
Richmond, TX 77469

Missouri City- GYM renovation and update:

Dear Mr Knight,

Re: Additional services related to Structural Scope.

AUTOARCH Architects LLC is pleased to present our add services proposal to serve Fort Bend County in the Design and Construction services for the restoration/renovation of the Missouri City GYM.

The A/E contract to renovate the Missouri City GYM was to renovate the bleachers section only while the Design under consideration is to demolish these bleachers including its structure and build new flat slab in its place which require additional architecture work to design these slabs and having new structure engineering to design this structure and connected to the existing.

Please see below the additional architecture design services for AUTOARCH to design and coordinate this additional work.

Please note this additional structure work is a result of additional Architecture scope and design fees as follow:

1. Design fee.	\$1,800
2. Construction Documentation	\$2,300
3. Construction Observation	\$ 900
Total	\$5,000

Attached please find a proposal from our structure engineer ASA Dally to provide the structure design services to support the addition \$ 20,000

Total requested A/E additional service is **\$25,000.**

Thank you again for the opportunity, please call with any questions or comments you may have.

Respectfully



Lina Sabouni, AIA
Principal in Charge

May 17, 2017

Mr. Michael Sabouni, AIA, NCARB

AutoArch Architects
6200 Savoy, Suite #100
Houston, Texas 77036

Re: Missouri City Gym – Renovations at the Existing Gym
Proposal for Structural Engineering Services

Mr. Sabouni:

We are pleased to submit this proposal for structural engineering services for the above project.

PROJECT DESCRIPTION:

The project is an existing gym for the city of Missouri City. Scope of work includes replacement of existing floor, removing and replacing existing bleachers, and structural support for new RTU's at the Roof.

STRUCTURAL ENGINEERING SERVICES

Our scope of work will be to design, engineer and document the renovation for the existing gym. Our typical full-service will carry through SD, DD, CD, and CA phases. Our CA service includes reviewing shop drawings, answering RFI'S and job site visits. ASA Dally will visit the site during the construction period to observe the progress and quality of the work related to our scope of work and to determine in general if the work is proceeding in accordance with the contract document as requested by the owner/contractor. A total of two site visits are included in our scope. We will provide signed and sealed drawings and specifications for construction.

COMPENSATION

Basic services in concurrence with the description above will be provided on a fixed fee basis, billed as outline below.

Basic Services	Fee
Schematic Design	\$ 3,000
Design Development	\$ 3,000
Construction Documents	\$ 10,000
<u>Construction Administration</u>	<u>\$ 4,000</u>
Total Fee	\$ 20,000

ADDITIONAL SERVICES

Additional services will include but not limited to the following:

1. Significant changes to the scope of work.
2. Changes to substantially completed work.

BILLING RATES

For billing on a time card basis, the schedule of hourly rates is as follow:

Principal	\$220
Senior Engineer	\$200
Engineer	\$125
Senior CAD Drafter	\$100
Cad Drafter	\$75
Construction Administration	\$75
Clerical	\$60

These hourly billing rates will be effective through December 31, 2017.

We appreciate giving us the opportunity to submit a proposal on this project. If you have any questions regarding our proposal, please give us a call.

Respectfully,

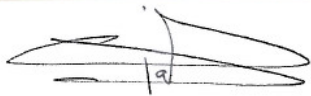
Fred Dally, PE
Principal

Offered by:

Accepted by:

ASA Dally Structural Engineers, Inc.

AutoArch Architects

By:  _____

By: _____

Printed Name: Fred Dally, P.E. _____

Printed Name: _____

Title: Principal _____

Title: _____

Date: May 17, 2016 _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
SOQ 16-045**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AUTOARCH Architects, LLC (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional architectural and engineering services for the addition, renovation and restoration to the Missouri City Gymnasium (hereinafter "Services") pursuant to SOQ 16-045; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services to County as defined in the Proposal for Architectural & Engineering Services dated February 2, 2017, (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Proposal described in Exhibit A is one hundred twenty-one thousand dollars and no/100 (\$121,000.00), which includes a fixed fee for reimbursable expenses. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties. The Maximum Compensation shall be allocated as follows and also described in Exhibit A:

3.1.1	Design Phase	–	\$95,000.00
3.1.2	Construction Administration	–	\$21,000.00
3.1.3	Reimbursable Expenses	–	\$5,000.00

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by Facilities & Planning Director, one (1) electronic (pdf) or one (1) original invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred twenty-one thousand dollars and no/100 (\$121,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one hundred twenty-one thousand dollars and no/100 (\$121,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than twenty-four (24) months

thereafter. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information

should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Facilities Management & Planning
Attn: Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Consultant: AUTOARCH Architects, LLC
Attn: Lina Sabouni, AIA
6200 Savoy, Suite 100
Houston, Texas 77036

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Representation

16.1 Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

16.2 Consultant will materially conform to all requirements and specifications contained in the attached Attachment A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

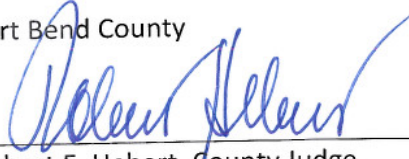
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

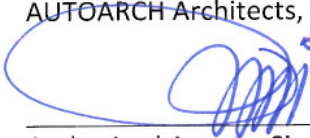
In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party.

Fort Bend County


Robert E. Hebert, County Judge

AUTOARCH Architects, LLC


Authorized Agent – Signature

Date

2-28-2017


Authorized Agent – Printed Name

LINA SABOUNI, AIA

ATTEST:


Laura Richard, County Clerk

Title

Principal

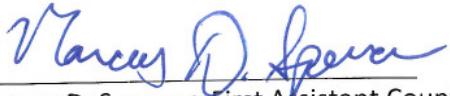
Date

02.09.2017

APPROVED:

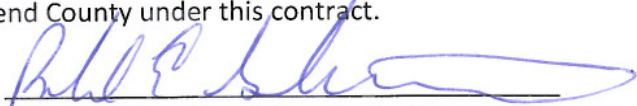

James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 121,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\FBISD Gym\Agreement - A&E Svcs.MoCity Gym.Autoarch.docx

EXHIBIT A

February 02, 2017

Mr James Knight
Director of Facilities
Fort Bend County
401 Jackson St
Richmond, TX 77469

Dear Mr Knight,

Re: Scope of Architecture/ Engineering Services & Proposal
Missouri City Gym: Addition & Renovation/Restoration

POINTS OF INFORMATION

- A. FB County would like to maintain the significant architectural value of the Missouri City Gym and its historic value to the community. The desire is that the Gym will be restored to its original use and become a community amenity.
- B. FB County will approach Fort Bend Historical Commission to seek designation of the Gym as a Historic Building.
- C. FB County is in the process of evaluating the structural integrity of the Gym building and will address deficiencies discovered.
- D. FB County is in the process of evaluating the roof integrity of the Gym building and will address deficiencies discovered.
- E. FB County has obtained the asbestos survey from FBISD.

SCOPE OF THE DESIGN WORK WILL INCLUDE:

- 1. Renovate and Restore the Missouri City Gym to its Original Condition and Operation while meeting the current life safety and building code requirements.
- 2. Bring the building up to TDLR requirements and resolve accessibility limitations outside and inside the building.
 - Provide an accessible Ramp/Plaza at the main entrance,
 - Provide accessible access to the Lobby and into the Basketball Court,
 - Provide an accessible RR,
 - Provide accessible seating at the Basketball Court
- 3. Exterior building work is to take into consideration the desire by Fort Bend County to preserve the Art Deco style of the building. Exterior work includes:
 - Exposing the blocked-in windows, repair or replace the frames and glazing,
 - Plaza/ Site Work at the Main Entrance (also see Item No. 4),
 - Exterior lighting,
 - A ~700 SF addition to mirror the wing currently on one side of the stage (see Item No. 8)
- 4. Redesign of the Main Entrance/ Lobby to include:
 - New Doors, frames and Hardware
 - New Ceiling, Lighting, Flooring
 - Upgraded Accessible Restrooms,

- Demolition of the Mechanical Room,
 - Warming Kitchen to serve concessions,
 - Extension of the Concession space into the former Mechanical Room,
 - Accessible access through the Lobby and into the Basketball Court/Gym space,
5. Rehab/ Renovate the main Gym space (Basketball Court and bleachers). Work in the main gym space is to include:
- Remove existing ceiling tile – original Gym ceiling to be exposed,
 - Rehab the existing bleachers, demo select bleachers to create accessible seating around the Basketball Court,
 - Rehab the Gym floor and restripe it,
 - Repair existing basketball goals,
 - Remove duct, project shall have new HVAC system with new ductwork (see Item No. 9).
 - New Light Fixtures and Emergency Exit Signs,
 - New paint
6. Rehab the stage, work to include:
- Providing accessibility to stage (if required),
 - Provide new lighting
7. Renovate and Restore the basement level to its original or similar functions (locker rooms, office space, and storage).
8. Design for a new roughly 700 SF addition at the back of the building to restore its original symmetric footprint. The new addition could be used for:
- Additional storage,
 - HVAC/mechanical space,
 - To facilitate access from the exterior to the stage,
 - To regain access to the basement level rooms
9. Re-design the mechanical system per current codes and remove all existing mechanical rooms to outside the building or the basement. Existing ductwork in Gym to be removed and incorporated into the trusses, this allows for a better view from the bleachers and a more efficient air distribution.

FEES AND TIME SCHEDULE FOR ARCHITECTURE/ ENGINEERING SERVICES:

Design Process-Time Schedule and Fees:

1- Discovery Phase	1 week=	\$5,000
2- Schematic Design:		
a- Focus group/ Explore option/ Confirm direction	1 week=	\$5,000
b- Develop design / Scope-to-Budget	1 week=	\$5,000
c- Two Presentations one is at end of the SD phase	1 week=	\$5,000
3- Design Development / Engineering	6 weeks=	\$30,000
4- FB County Review	1 week	
5- Construction Documents	8 weeks=	\$40,000
6- FB County Review	1 week	
7- Issue for permit	1 weeks-	\$5,000
Total Design Phase	20 weeks	Excluding Review Time
Total Design Fee:		\$ 95,000

AUTOARCH
ARCHITECTS

The Design fee includes all Architecture Design and Documentation, all MEP Engineering Design & Documentation, Civil Design & Limited Structure Support (at R.T.U.) documentation required to obtain the construction permit and then the Certificate of Occupancy.

Construction Administration Fee: \$ 1,500/month = \$21,000

Includes:

Bidding & negotiation/VE

Construction Period..... Up to 14 months

Estimated Construction T.B.D.

The Construction Administration services is a monthly/unit fee with one month minimum on as needed bases.

Our fee includes:

Structural Engineering, Civil Engineering, MEP Engineering, Cost Estimate, IT/AV.

Please note AUTOARCH is not Liable for any work that is constructed without being observed by AUTOARCH
Fees that is not included in this proposal and should be by the Owner:

- 1- Site Survey of the site, Survey of any building system.
- 2- Existing Storm and Sewer investigation and survey.
- 3- TDLR review and Inspection
- 4- Soil Report if needed.
- 5- Architecture decorative lighting or extensive sound studies.
- 6- Printing for permitting and bidding, additional printing

\$ 5,000 Reimbursable items for printing at permitting, bidding, additional prints and presentation Boards.

Thank you again for your trust and looking forward to develop this meaningful and unique project in Fort Bend County. Please call with any questions or comments you may have.

Respectfully



Lina Sabouni, AIA
Principal in Charge