

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

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 Huitt-Zollars, Inc. (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant professional architectural and engineering services for the Concept Phase (programming and schematic design) of a new County library to be located in Fulshear, Fort Bend County, Texas (hereinafter “Services”); and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; 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 Consultant’s Proposal dated August 1, 2019, (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 Scope of Services described in Exhibit A is two hundred seventy-four thousand two hundred dollars and no/100 (\$274,200.00), including an amount not to exceed ten thousand dollars and no/100 (\$10,000.00) in reimbursable expenses. Travel expenses submitted for reimbursement must be incurred in accordance with County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

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 Management & Planning Director, one (1) electronic (pdf) and/or one (1) original copy of 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 two hundred seventy-four thousand two hundred dollars and no/100 (\$274,200.00), 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 two hundred seventy-four thousand two hundred dollars and no/100 (\$274,200.00).

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 December 31, 2020. 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 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 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 & 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: Huitt-Zollars, Inc.
10350 Richmond Avenue, Suite 300
Houston, Texas 77042

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. Standard of Care

Consultant represents it shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license. Further, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

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.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

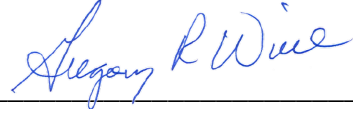
25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 hereto.

FORT BEND COUNTY

HUITT-ZOLLARS, INC



KP George, County Judge

Gregory R. Wine, P.E., LEED AP,
Senior Vice President

Date

August 9, 2019

Date

ATTEST:

Date

APPROVED:

James Knight
Facilities Management/Planning Director

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

EXHIBIT A

August 1, 2019

Mr. James Knight
Director, Facilities Management and Planning
Fort Bend County
301 Jackson Street, Suite 301
Richmond, Texas 77469

Reference: Fort Bend County Precinct 3 Library – Concept Phase

Dear Mr. Knight:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional architectural and engineering services to Fort Bend County (County) for the Concept Phase (programming and schematic design) of a new County Library in Fulshear, Texas (Project). Our proposal is based upon the following scope of services, compensation, schedule, and the terms and conditions in the County's Standard Professional Services Agreement.

PROJECT UNDERSTANDING:

The Project includes a new library, approximately 30,000 square feet in size, along with parking, sidewalks and landscaping on approximately five (5) acres of land located on the northwest corner of the southern most roundabout on future Heritage Parkway just to the north of FM 1093 (future West Park Tollway) in Fulshear, Texas. The construction budget for the library building, 180 parking space lot, sidewalks, landscaping and off-site water and wastewater service is \$10 million.

In addition, the project shall include the design of up to two (2) acres of wet detention with outfall which is not part of the five (5) acres for the library. The construction budget for the wet detention and outfall is estimated to be an additional \$800,000.

SCOPE OF SERVICES:

1.0 Basic Services

1.1 PROGRAMMING AND CONCEPTUAL ALTERNATIVES – Huitt-Zollars shall work with Fort Bend County's Facilities Management and Planning, Library and Precinct 3 staff members to prepare the building program and conceptual floor and site plans for the new library.

A. Conduct a programming meeting with County staff. During this meeting we will develop the space program plan and discuss and evaluate a range of options before making critical decisions that will impact the design. The purpose of this meeting is to:

- 1) Obtain input on the overall design concepts for the Project
- 2) Identify best land use and maximize useable space
- 3) Obtain the space needs of the Library
- 4) Identify and evaluate opportunities to improve operational efficiency
- 5) Review requirements for book space, computer space, administrative offices, public meeting space, exhibit space, meeting/huddle rooms, storage, and other functions
- 6) Review administrative activities and requirements
- 7) Review public access and delivery truck

- 8) Review communications (voice and data) and IT requirements
 - 9) Review facility maintenance requirements that may affect material selection, plumbing, electrical, heating, ventilation, and air conditioning
 - 10) Review site and building security requirements
 - 11) Review relationships and required adjacencies between functional areas
 - 12) Review current and projected staffing plans
 - 13) Identify parking requirements for County vehicles, employees, visitors, and delivery vehicles
 - 14) Review storm water detention alternatives
 - 15) Review water and wastewater service requirements
 - 16) Discuss landscaping and irrigation requirements
 - 17) Discuss alternative site layouts
 - 18) Finalize and document the program that addresses the County's project goals and objectives
 - 19) Prepare a conceptual level probable construction cost for the project
- B. Based on the results of the Programming Meeting, Huitt-Zollars, Inc. will develop alternative concepts for site layouts and floor plans. The conceptual site layouts will be developed with emphasis on safe pedestrian and efficient vehicular circulation patterns, ingress and egress routes, storm water detention and site area relationships to include adjacent facilities, vehicle parking, employee and visitor parking. The floor layouts will emphasize functionality and efficient operations.
- C. Coordinate with the Land Owner's engineer and the engineer for the Heritage Parkway to determine outfalls and layouts for storm water detention.
- D. Coordinate with the engineer for the Heritage Parkway to determine and coordinate driveway connections to the library site.
- E. Coordinate with the engineer for the Municipal Utility District for water and wastewater service.
- F. Coordinate with CenterPoint Energy and AT&T for electrical, gas and phone service.
- G. Huitt-Zollars will then conduct a design charrette meeting with selected members of the County's staff. During this charrette, we will discuss and evaluate the conceptual site and floor plans. Topics shall include:
- 1) Site: Access, circulation, parking, utilities, landscaping and irrigation, lighting, security, communications, pedestrian access and sidewalk connectivity.
 - 2) Storm Water Detention: Storm water quality features, detention and outfall
 - 3) Resiliency and Sustainability: Energy Efficiencies, Natural Lighting, Indoor Air Quality, Recycling, Materials Reuse, etc.
 - 4) Public Utilities: Water and wastewater, drainage, etc.
 - 5) Private Utilities: Electricity, Natural Gas, Phone, Cable, Internet
 - 6) Foundation: Performance requirements for foundations and other related items
 - 7) Superstructure: Performance requirements for floor, roof, stairs, and other structural elements
 - 8) Exterior closure: Exterior design material, performance requirements for walls, doors, and windows
 - 9) Ceiling Finishes: Acoustical treatments
 - 10) Roofing: Performance requirements for roofing elements
 - 11) Interior construction: Requirements for partitions, finishes, and specialties.
 - 12) Mechanical systems: Requirements for plumbing, HVAC, fire protection, custodial and any need for special mechanical systems
 - 13) Electrical and lighting systems: Requirements for lighting, electrical systems, and any special needs
 - 14) Clearance requirements (doors, aisle widths, overhead)
 - 15) Finishes: Floors and walls (interior and exterior)

- 16) Communications (voice and data) and IT
- 17) Security requirements (site and building)
- 18) Functional areas and equipment items within each area to be included on an emergency power system
- 19) Lighting levels and type of lighting for exterior areas
- 20) HVAC and/or ventilation requirements and design temperatures for each functional area
- 21) Shared Use Spaces: Restrooms, collaboration rooms, conference rooms, breakroom, community meeting space, etc.
- 22) Establish functional area relationships both between areas with primary considerations to be operational use, workflow, supervision, and safety
- 23) Identify major equipment items to be located in each functional area
- 24) Parking for County, employee, visitor and ADA spaces
- 25) Probable construction durations and phasing as applicable

Following this discussion, the conceptual alternative with the best value shall be recommended to County.

- 1.2 SCHEMATIC DESIGN PHASE - Based on a County-approved building program, Huitt-Zollars shall coordinate with Fort Bend County, Fire Marshal and Building Officials for development requirements and conduct code research and analysis. Huitt-Zollars shall prepare and submit to the County for review and comment Schematic Design Documents that consist of the following:
 - A. Site Plan showing:
 - 1) Vehicular and Pedestrian Access and circulation
 - 2) Building location
 - 3) Parking
 - 4) Landscaping areas
 - 5) Concrete Pathways
 - 6) Utilities
 - 7) Drainage and Detention
 - B. Floor Plans
 - C. 3-D color Exterior Elevations
 - D. Structural System with major grid lines
 - E. Energy Code Analysis
 - F. Prepare statement of probable construction cost
 - G. Submit five (5) hard copy half size plan sets for review by the County
 - H. Upon completion of County review, meet with County to review comments.
- 1.3 DESIGN DEVELOPMENT PHASE – Not included.
- 1.4 CONSTRUCTION DOCUMENTS PHASE – Not included.
- 1.5 PROPOSAL PHASE – Not included.
- 1.6 CONSTRUCTION ADMINISTRATION PHASE – Not included.
- 1.7 SURVEYING - Huitt-Zollars shall provide the following surveying services:
 - A. Prepare topographic design and boundary surveys for the five (5) acre library tract, the two (2) acre wet detention area and the drainage easement to the outfall.
 - B. Prepare metes and bounds documents for the acquisition of the five (5) acre library tract.

- C. Prepare platting documents, process and record the Plat for the five (5) acre library tract.
- D. Prepare the metes and bounds documents for the drainage easement.

2.0 Additional Services

2.1 Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the County, these items of work are not included in the basic services scope and fee but can be provided by Huitt-Zollars, Inc. under additional authorization and compensation from the County. Such additional services may include:

- 2.1.1 Design Development Phase
- 2.1.2 Construction Document Phase
- 2.1.3 Proposal/Bid Phase
- 2.1.4 Construction Administration Phase
- 2.1.5 Full time, on-site Construction Management and Inspection Services
- 2.1.6 Preparation of plans and specifications for furniture, furnishings and equipment
- 2.1.7 Geotechnical Investigations and Report
- 2.1.8 Environmental Investigations
- 2.1.9 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- 2.1.10 Any changes to and/or out-of-scope work not included or specifically noted in the Basic Services

3.0 County-Provided Services

- 3.1 County shall provide Huitt-Zollars with the following:
 - 3.1.1 Access to Project Site
 - 3.1.2 Geotechnical Report

COMPENSATION:

1.0 Fee Budget

1.1 Our estimated fee budget for the Basic Services is as follows:

Programming	\$ 72,000	(Lump Sum)
Schematic Design Phase	\$ 150,000	(Lump Sum)
Surveying Services	\$ 42,200	(Lump Sum)

Total Basic Services Fee	\$ 264,200
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2.0 Reimbursable Expenses

Reimbursable expenses shall include fees associated with mileage; platting fees and abstracting, reproduction and outside service fees. Expenses shall be compensated based upon the attached Hourly Rate Sheet and are estimated to be \$10,000.

3.0 Total Estimated Budget

Our total estimated budget for this project is \$ 274,200.

4.0 Invoicing

Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Hourly tasks shall be invoiced based on number of hours worked per the attached Hourly Rate Sheet.

SCHEDULE:

We anticipate the following project schedule:

Programming and Conceptual Alternatives Phase	4 weeks
Schematic Design	6 weeks

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please return a County Agreement for our signature. If you have any questions, please call.

Sincerely,

HUITT-ZOLLARS, INC.



Christopher Casey, AIA, LEED AP
Vice President



Gregory R. Wine, P.E., LEED AP
Senior Vice President

Attachment: Hourly Rate Sheet

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE is located in the Hobby Building, 333 Guadalupe, Suite 2-305, Austin, TX 78701. Telephone no. 512-305-9000.

HUITT-ZOLIARS

Houston

2019

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 250.00
Design Principal	\$ 230.00
Sr. Project Manager	\$ 225.00
QA Manager	\$ 230.00
Project Manager	\$ 200.00
Sr. Civil Engineer	\$ 190.00
Sr. Structural Engineer	\$ 200.00
Sr. Mechanical Engineer	\$ 180.00
Sr. Electrical Engineer	\$ 185.00
Civil Engineer	\$ 185.00
Structural Engineer	\$ 185.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 160.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 130.00
Sr. Architect	\$ 195.00
Architect	\$ 160.00
Architect Intern 1	\$ 100.00
Architect Intern 2	\$ 120.00
Architect Intern 3	\$ 150.00
Sr. Landscape Architect	\$ 175.00
Landscape Architect	\$ 135.00
Landscape Architect Intern	\$ 100.00
Sr. Planner	\$ 250.00
Planner	\$ 160.00
Planner Intern	\$ 100.00
Sr. Designer	\$ 155.00
Designer	\$ 130.00
Sr. CADD Technician	\$ 135.00
CADD Technician	\$ 95.00

Interior Design

Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 120.00
Interior Designer Intern	\$ 90.00

Survey

Survey Manager	\$ 165.00
Sr. Project Surveyor	\$ 155.00
Project Surveyor	\$ 135.00
Survey Technician	\$ 130.00
Surveyor Intern	\$ 110.00

Survey Crews

1-Person Survey Crew	\$ 100.00
2-Person Survey Crew	\$ 145.00
3-Person Survey Crew	\$ 175.00

Construction

Construction Manager	\$ 185.00
Resident Engineer	\$ 175.00
Sr. Project Representative	\$ 130.00
Resident Project Representative	\$ 100.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 75.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate