

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS FIFTH 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"), October 3, 2017 (hereinafter "Second Amendment"), July 3, 2018 (hereinafter "Third Amendment"), and January 7, 2020 (hereinafter "Fourth Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided, and increase the Time of Performance, and 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 ninety-seven thousand one hundred five dollars and 67/100 (\$97,105.67), for the additional architectural and engineering design 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 three hundred ninety-nine thousand seven hundred five dollars and 67/100 (\$399,705.67), authorized as follows:
 - \$121,000.00 under the Agreement;
 - \$25,000.00 under the Amendment;
 - \$35,500.00 under the Second Amendment;
 - \$77,500.00 under the Third Amendment
 - \$43,600.00 under the Fourth Amendment; and
 - \$97,105.67 under this Fifth 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. The parties agree that the Time of Performance is hereby extended to end no later than December 31, 2020
5. BY ACCEPTANCE OF THIS FIFTH AMENDMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

FORT BEND COUNTY

 KP George, 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

AUTOARCH Architects, LLC

 Authorized Agent – Signature

 Authorized Agent – Printed Name

 Title

 Date

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

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EXHIBIT A

August 17, 2020

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

Cougar GYM - A/E Services: Proposal for additional A/E design services and construction administration required for the Cougar Gym building

Dear Jamie,

Per our discussion with Commissioner Grady Prestage, we would like to request compensation for the additional services required for the restoration of the Historic Cougar Gym. The project has evolved greatly since we signed our initial contract, and though all to the betterment of the project, this has required extensive additional effort on our part. There have also been many discoveries and unforeseen conditions that have been dealt with onsite and during construction administration. Based on our initial contract, we are currently being paid 4.97% of the construction cost, for a major intensive renovation project. Please note, typical fee for a standard renovation is 7% construction cost, which we would like to request.

FBC MC Gym – Current Construction Amount: \$4,781,509.54

Original Contract:	\$121,000.00
Amendment 1:	\$25,000.00
Amendment 2:	\$35,500.00
Amendment 3:	\$12,500.00*
<u>Amendment 4:</u>	<u>\$43,600.00</u>
Current total to A/E base services*:	\$237,600.00

% Construction Cost: 4.97%

*Typical fee for a **standard** renovation project is 7% of construction cost.*

** Amendment 3 (\$77,500.00) is not included in full as only \$12,500.00 of the \$77,500.00 amendment went for A/E. The remaining went to owner requested additional services (Landscape and Interior Design)..*

7% of \$4,781,509.54:	\$334,705.67
- <u>Current Total to A/E Base Services:</u>	<u>\$237,600.00</u>
Requested Additional Services:	\$97,105.67

Jamie, thank you again for your consideration, please call with any questions you may have.

Respectfully,



Lina Sabouni, AIA NCARB
Principal In Charge
August 17, 2020