

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
LANDSCAPE ARCHITECTURAL DESIGN SERVICES
BLUE RIDGE PARK IMPROVEMENTS**

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 Asakura Robinson Company, 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 Landscape Architectural Design Services for the Blue Ridge Park Improvements under the 2020 Parks Bond Projects, (hereinafter “Agreement”), upon the County’s determination that the Contractor was the most highly qualified provider of the desired services; and

WHEREAS, the parties desire to amend the Agreement to allow Contractor to provide additional Services under the Agreement and to extend the time of performance.

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

1. County shall pay Contractor an additional amount not to exceed forty-nine thousand, nine hundred dollars and no/100 (\$49,900.00) to perform the additional Services, as described in Contractor’s Additional Service Agreement dated September 13, 2021 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed ninety-nine thousand, eight hundred dollars and no/100 (\$99,800.00), authorized as follows:

\$49,900.00 under the Agreement; and
\$49,900.00 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 an agreement executed by the parties.
4. The Time of Performance of the Agreement is extended through December 31, 2022. Contractor shall complete all tasks described in the original Scope of Services, including the additional services outlined in the attached Exhibit A, within this time or within such additional time as may be extended by the County.

BY ACCEPTANCE OF AGREEMENT, 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 shall remain unchanged.

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 final party.

FORT BEND COUNTY

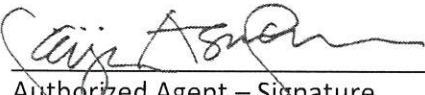
KP George, County Judge

ATTEST

Laura Richard, County Clerk

Date

ASAKURA ROBINSON COMPANY, LLC


Authorized Agent – Signature

Keiji Asakura
Authorized Agent – Printed Name

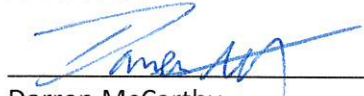
President

Title

December 7, 2021

Date

APPROVED:



Darren McCarthy,
Parks and Recreation 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

- ☒ Fixed fee of \$49,900
☐ Phased fixed fee of
☐ Other

Reimbursable Expenses

- ☐ Reimbursable expenses are included in the fee.
☐ Reimbursable expenses are not included in the fee and will be billed at cost.
☒ Reimbursable expenses are not included in the fee and will be billed at cost plus 10%. Additional reimbursable expenses are expected to be any plot or prints requested by the client and TDLR fees.

Acceptance

- ☐ Work is proceeding by verbal or written authorization from:

Name:

Date:

- ☒ Work shall begin upon receipt of this authorization from Commissioner Grady Prestage

We appreciate your consideration of our firm, and we look forward to working with you on this project. If this proposal meets your approval, please sign and return one (1) copy to our office at your earliest convenience.

Keiji Asakura, Principal
Asakura Robinson Company
Date: 09/13/2021



Fort Bend County Precinct 2
Date: 12/7/2021

EXHIBIT A



ADDITIONAL SERVICE AGREEMENT

Project: Blue Ridge Park Improvements

Client: Fort Bend County Precinct 2

Location: 5600 Court Rd, Houston, TX 77051

Project No: FBC2101

Agreement and/or Authorization of services by and between Asakura Robinson Company LLC and Fort Bend County Precinct 2. All provisions of the original agreement services remain in place and effect except as modified herein.

Services determined by: Fort Bend County Precinct 2

Date: 09/13/2021

Description of Services: Asakura Robinson will provide project management services and act as the prime consultant during the construction documents phase of the project.

1. The consultant team will contract independently with the County, but AR will manage the construction document process. The consultants include:
 - a. Civil: Kaluza Inc.
 - b. Structural: Jaymark Engineering Corporation
 - c. MEP: Infrastructure Associates
 - d. Geotechnical: Tolunay-Wong Engineers Inc.
2. AR will lead up to 8 coordination meetings with the client and consultant team. AR will prepare meeting notes to document meetings and distribution to the team.
3. AR will maintain the overall project schedule.
4. Consolidate and coordinate the Opinions of probable construction cost (OPCC) from the consultant team and verify there are no overlapping or missing items. OPCC to be submitted as part of the 50% and 95% CD sets.
5. Submit Construction Documents for TDLR plan review. Receive comments from reviewer and distribute as needed to the project team. Coordination with project team to incorporate comments.
6. Submit Construction Documents for HPARD review, expected to be 2 submission (50% CD and 95% CD). Receive comments from reviewer and distribute as needed to project team. Coordination with project team to incorporate comments.
7. Consolidate and coordinate the technical specifications from the consultant team.
8. Provide final Construction Drawing and specification package to client in pdf format, following revisions.
9. Permitting, bidding and construction phase services are not included in this fee proposal and will be assessed at the end of the construction document phase on best path forward to proceed.

Compensation: Total compensation for services will be provided on the following basis:

Professional Services

- ☐ Hourly, per standard rates (see attached Billing Schedule)
- ☐ Hourly, per standard rates not to exceed

- ☒ Fixed fee of \$49,900
- ☐ Phased fixed fee of
- ☐ Other

Reimbursable Expenses

- ☐ Reimbursable expenses are included in the fee.
- ☐ Reimbursable expenses are not included in the fee and will be billed at cost.
- ☒ Reimbursable expenses are not included in the fee and will be billed at cost plus 10%. Additional reimbursable expenses are expected to be any plot or prints requested by the client and TDLR fees.

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Keiji Asakura, Principal
Asakura Robinson Company
Date: 09/13/2021

Fort Bend County Precinct 2
Date: