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COUNTY OF FORT BEND

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FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

(Mustang Park Community Center – Arcola)

THIS FIRST AMENDMENT (“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 HINESAD LLC d/b/a Hines Architecture + Design, (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas. County and Contractor may be referred to individually as a “party” or collectively as the “parties.”

WHEREAS, County and Contractor have executed and executed that certain Agreement for Professional Architectural and Engineering Services on April 9, 2024 (hereinafter “Agreement”), which is incorporated by reference as if set forth herein verbatim;

WHEREAS, by execution of this Amendment, the parties desire to amend the Agreement to increase the Total Maximum Compensation for additional services, and otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree that the Agreement between the parties is hereby amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to the terms of the Agreement, as amended, County shall pay Contractor an additional Eight Hundred Twelve Thousand and no/100 dollars (\$812,000.00) to continue to provide Services to include Additional Design/Construction services as described in Contractor's Amendment No. 1 Fee Proposal dated August 5, 2024 attached hereto as Exhibit A and incorporated by reference for all intents and purposes.
3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Two Hundred Thirty Thousand and no/100 dollars (\$1,230,000.00), authorized as follows:

\$418,000.00	under the Agreement
\$812,000.00	under this Amendment
TOTAL	\$1,230,000.00

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.

Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the total maximum sum of One Million Two Hundred Thirty Thousand and no/100 dollars (\$1,230,000.00), specifically allotted to fully discharge any and all liabilities County may incur under this Agreement.

Contractor further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may be entitled to and the total maximum sum that County may become liable to pay Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Million Two Hundred Thirty Thousand and no/100 dollars (\$1,230,000.00).

4. **Modification and Conflict.** Except as modified herein, the terms of the Agreement, as amended, shall remain in full force and effect and have not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, as amended, this Amendment shall prevail with regard to the conflict.

{Remainder of page intentionally left blank}

{Execution page to follow}

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Amendment to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

HINES ARCHITECTURE + DESIGN

KP George, County Judge



Authorized Agent – Signature

Date

Gregory L. Lake

Authorized Agent- Printed Name

ATTEST:

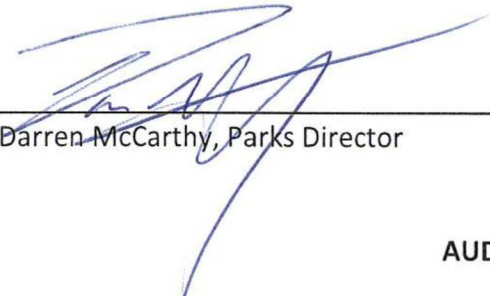
Principal
Title

Laura Richard, County Clerk

8/19/2024

Date

APPROVED:



Darren McCarthy, Parks 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

i:\agreements\2024 agreements\purchasing\parks\hines ad, llc (24-parks-100518-a1)\1st amendment to agmt for prof arch and eng svcs (kcj - 8.16.2024)

EXHIBIT A

(Follows Behind)

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August 05, 2024

COMMISSIONER GRADY PRESTAGE
FORT BEND COUNTY COMMISSIONER – PRECINCT 2
303 TEXAS PARKWAY Ste 213
MISSOURI CITY, TEXAS 77489

RE: MUSTANG PARK COMMUNITY CENTER - FRESNO - AMENDMENT NO.1 FEE PROPOSAL

Dear Ms. Gwendolyn Climmons, Assistant Parks Director – Administration & Projects,

In accordance with your request HINESAD LLC d/b/a HINES ARCHITECTURE + DESIGN (HAD) is pleased to provide FORT BEND COUNTY with the following amended fee proposal for professional services to PO#239367.

1. AMENDED PROJECT SCOPE

A. The Scope for additional Professional Services will include A new natatorium building, Renovation of the existing long span shed structure into a new multi-purpose building, to include, facilities for public safety, community administration, and community clinic are to be provided. A new landscape area south of the existing community center is to be converted into a new multipurpose community plaza. New FM 521 road curb cuts, access road to Zone B Park areas, infrastructure and stormwater management. This area is noted as Zone A.

B. The Scope for Professional Services will include master planning and landscape design of the overall 16 acres park to include access roads, recreational and landscape amenities such as ponds, hills, walkways, expanded parking, lighting, and stormwater infrastructure. This area is referred to as Zone B.

2 SCOPE OF ADDITIONAL SERVICES

HAD will provide Additional Services in a form of an agreement as mutually agreed to be consistent with the Project Scope and Scope of Additional Services described in this fee proposal. Additional Services will include:

2.1 SCHEMATIC DESIGN PHASE - FOR ADDITIONAL SERVICES

The goals and deliverables of the Schematic Design Phase based on the additional Project Scope described above will also include:

- Coordinate with the owner to release Surveyor and Geotechnical engineer to prepare survey and geotechnical reports coinciding with the needs of the project.
- Preparation and development of building program.
- Preparation of planning and massing studies.
- Schematic plan and section development of spaces and or structures.
- Development of schematic elevations and related refinements to building massing, including in-house produced 3-dimensional working images as necessary to communicate the design for approval: preliminary selection of exterior construction systems and materials.
- In-house renderings as may be required for design review and approval purposes.

2.2 DESIGN DEVELOPMENT PHASE – FOR ADDITIONAL SERVICE

The goals and deliverables of the Design Development Phase, based on approved Schematic Design documents, including the additional scope, will include:

- Design Development shall proceed once Land Survey and Geotechnical Report are received from owner.
- Incorporation of Client review comments from the Schematic Design Phase package consistent with the Project Scope.
- The further development of documents prepared in the Schematic Design phase, including the planning and development of preliminary core plans and sections.
- Structural, Mechanical, Electrical, Plumbing, and Civil coordination.
- Development of grading plan
- Ongoing incorporation of Client review comments consistent with the Project Scope.
- Development of preliminary wall sections and details describing major components of the building structures.
- Present and review Furniture, Fixture & Equipment (FF&E).
- Preparation and submission of Design Development drawings for client review.

2.3 CONSTRUCTION DOCUMENTS PHASE - FOR ADDITIONAL SERVICES

The goals and deliverables of the Construction Document Phase, based on approved Design Development documents, including the additional scope, will include:

- Completion of coordinated plans, elevations, sections, and construction details required for bidding and construction purposes, related coordination with all other Project design consultants.
- Preparation of permit submission package to Fort Bend County.
- Response to Fort Bend County Permit comments related to the construction permit application.

2.4 CONSTRUCTION COST ESTIMATE – FOR ADDITIONAL SERVICES

The tasks and deliverables of this phase will include:

- Compile An *estimate of cost* for the scope of work as outlined in the Issued for Construction (IFC) documents.

2.4 BID PHASE – FOR ADDITIONAL SERVICES

It is anticipated that the owner will solicit the bids from several general contractors. Tasks and deliverables of the Phase will include:

- Attend pre-bid conference.
- Assist in answering questions during the bidding phase, that could result in the issuance of an addenda to ensure a clear understanding of the project requirements.
- Architect will assist the owner with reviewing and evaluating the bids submitted by General Contractors, compare them to project requirements, and provide recommendations or findings to assist in the contractor selection process.

2.5 CONSTRUCTION ADMINISTRATION PHASE – FOR ADDITIONAL SERVICES

The tasks and deliverables of the Construction Administration Phase, including the additional scope, will include:

- Submittals: Review of specified construction submittals, including shop drawing and sample submittals with a ten (10) working day turn-around. Basic Services include up to one re-submission review of each submittal (total of two (2) reviews only).
- RFIs: Response to Requests for Information within five (5) working days from the general contractor, including supplementary sketches, and drawing revisions where necessary to communicate a response.
- Field Visits: Where required to assess uncovered conditions and other coordination problems in the field. Fee includes a maximum of one (1) such field visit each month.
- Scheduled Meetings - Construction meetings, up to two (2) meeting per month with each lasting four (4) hours during Construction Administration.
- Construction Punch List Upon substantial completion of the Work, preparation of one (1) punch listing report and one (1) follow-up walk-through to review the contractor's response to punch list items.
- Project Completion: Assistance to and coordination with the project filing representative related to inspections and sign offs.

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- Review and issuing of comments on Mock-ups, if any.

2.6 INTERIOR DESIGN COORDINATION

Included.

2.7 ADDITIONAL SERVICES INCLUDING SUBMISSIONS AND PRESENTATIONS

HAD may be requested to provide services which are not Basic Services such as additional submissions and presentations.

2.8 PHOTOREALISTIC RENDERINGS

HAD will coordinate the preparation of additional photorealistic renderings as required during the design process for design review, marketing, or other purposes as a separate Additional Service.

3. CONSULTANTS

The services of the following consultants or services are required by the project scope and will be retained and compensated by the Architect on behalf of the Client (see below). Consultants contracted directly to HAD are also listed below. HAD will coordinate the services of all Project design consultants including the coordination of document issue packages.

HAD Contracted Subconsultants and Services on behalf of the Client: N/A

3.1 HAD Contracted Subconsultants and Services:

- Structural Engineering
- Mechanical, Electrical & Plumbing Engineering
- Civil Engineering
- Landscape Architecture
- Specification Consultant
- Pool Consultant
- Pre-Construction Estimator

4. SCHEDULE & COMPENSATION – FOR ADDITIONAL SERVICES

For the additional services, our Basic Services will be provided in accordance with the following schedule durations and fees.

BASIC ARCHITECTURAL & ENGINEERING SERVICES

ITEM:	PHASE:	DURATION:	FEE:
4.1	Schematic Design Phase Services	See Exhibit A	\$162,500.00
4.2	Design Development Phase Services	See Exhibit A	\$203,000.00
4.3	Construction Documents Phase Services	See Exhibit A	\$243,600.00
4.4	Permit / Cost Estimate / Bid Phase Services	See Exhibit A	\$ 40,500.00
4.5	Construction Administration Phase Services	See Exhibit A	<u>\$162,400.00</u>
Total Fixed Fee: Architectural & Engineering Services			\$812,000.00

ADDITIONAL SERVICES – SPECIALTY CONSULTANTS (not included)

- 4.6 Community Engagement
- 4.7 IT & Security Consultant
- 4.8 AV Consultant

OPTIONAL ADDITIONAL SERVICES (not included)

4.9	Photorealistic Renderings	\$3,000	Each
4.10	Animations	TBD	
4.11	Physical Models	TBD	

Method of Payment:

Fixed Fees: Fixed fee tasks may be be invoiced as frequently as monthly based on the percentage of work completed within the billing period. HAD will attempt to submit invoices on the 15th of each month.

Hourly-with-a-Budget (H.W.B.) Fees: Hourly fee tasks shall be invoiced on a monthly basis according to HAD's currently scheduled rates effective on the date of this proposal. Service rendered within the billing period will be separately described for each hourly task invoiced. Hourly fee budgets will not be increased without the Client's prior approval.

Changes in project Scope or Duration: Should the scope or duration of the project be increased or decreased with regard to the current design, additional services may be required. Client approval is required at the end of Schematic Design and Design Development only prior to proceeding to the next phase. Revisions to drawings and other Project documents which are inconsistent with prior approvals of the Client, or which are necessary as a result of changes in the program, budget, or scope of the project may be an additional service. HAD shall notify the Client immediately if a change is required. Proposals and fees are for a continuous project, additional services may be required to remobilize the project should the project be placed on hold for more than four (4) weeks.

5. ADDITIONAL SERVICES

Services requested by the Owner falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses, or on a fixed fee basis where a substantial scope of work can be clearly defined in advance. The scope and terms of compensation for Additional services will be confirmed in written form prior to the commencement of services. Additional services include services related to:

- Security
- Graphic materials prepared for marketing purposes.
- USGBC LEED initiatives.
- Fast track project delivery and advance bid packages not identified under Basic Services.
- Major design or value engineering revisions to the plans and specifications after completion of Design Development.
- Revisions due to changes in applicable laws and regulations, which become effective after such documents were issued.
- Services related to City Planning special permits, authorizations, certifications, or governmental variances.
- Specialty consulting.
- Document revisions required as a consequence of contractor substitutions, inaccurate survey information, uncovered field conditions, and construction errors in the field.
- Meetings and presentations to regulatory agencies and community groups not identified under Basic Services
- Post Approval Amendment filings not identified under Basic Services.
- Post-Occupancy studies or commissioning.
- Record Drawings.

6. INCLUSIONS / EXCLUSIONSIncluded Services (See Section 3.1)Excluded Specialty Consultant

1. Community Engagement
2. IT & Security
3. Sanitarian

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Excluded Services:

- 1) Land Surveyor
- 2) Geotechnical Engineering
- 3) Site Infrastructure & Utilities
- 4) Façade Consultant
- 5) Lighting Consultant
- 6) Security
- 7) Audio Visual
- 8) Arborist
- 9) Acoustic
- 10) Irrigation Design
- 11) Kitchen Consultant
- 12) Energy/ Sustainability Design/ Studies
- 13) Aerial Profile Survey
- 14) Animations
- 15) Physical Models
- 16) LEED
- 17) Substantial Redesign due to Fort Bend County extensive reviews which are beyond reasonable expectations.
- 18) General Contracting Services
- 19) Value Engineering Activities
- 20) Field Surveys, As-built drawings, or the certification of as-built conditions.
- 21) Construction inspections required by building authorities.
- 22) Parking Consultant
- 23) Hazardous materials-related services.
- 24) Flood Emergency Plans.
- 25) Expediting Services.
- 26) Record Drawings
- 27) Information Technology

7. ESTIMATE OF COST

The estimate of cost, provided by the Pre-Construction Estimator, will indicate a rough approximation of the total project cost based on the architect's drawings that are issued for construction (IFC).

The estimate will cover the entire scope of the project, including estimated construction costs, estimated contractor's fees, and estimated overhead cost, as well as allowances for FF&E (where applicable), contingency, permits and taxes. This estimate of cost will not include detailed specifications or quantities of materials and labor; Instead, the estimate will provide a broad range of potential costs, expressed as a dollar amount and broken out into the different construction divisions.

The estimate of cost will provide a framework for understanding the financial implications of a construction project, and to be used as a guide.

8. REIMBURSABLE EXPENSES

Except for reproductions related to presentations to client and permitting, all additional Reimbursable expenses are in addition to compensation for Basic and Additional Services and include all expenses incurred by HAD and consultants directly related to the Project. Expenses include the cost of telecommunications; messengers and couriers; physical models, presentation material, and

similar supplies; large format and color printing; codes and reference standards purchased particularly for the project; professional photography; meeting catering, and other similar expenses; overtime meals and long-distance travel and accommodation.

8.1 Printed drawings required for Permit application / Issue for Construction three (3) Sets and resubmissions one (1) Set are included.

8.2 Printed drawings required for Concept and Schematic Design presentations two (2) Sets each are included.

9. TERMS AND CONDITIONS

We propose that our relationship with you be governed by the terms and conditions outlined in an Owner/Architect Agreement to be finalized by both parties. Payments for services and reimbursable expenses shall be made monthly in proportion to the services performed and expenses incurred. Payment is due and payable within thirty (30) days of issuance of our invoice. Nothing shall be withheld from our compensation as security, to impose a penalty or as liquidated damages, unless we agree or have been found liable in a binding dispute resolution proceeding. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of one and one-half percent per month. Failure to make payments, after notice has been given by Architect shall be cause for suspension or termination of our services; we will have no liability for any delay or damage caused because of such suspension of services and any expense incurred by us in collecting overdue amounts including, but not limited to legal fees, collection agency fees and expenses, court costs, collections bonds, and reasonable staff costs shall be reimbursable expenses.

10. CONFIDENTIALITY

The information contained herein, as well as any work prepared by HAD or any outside consultant or engineer in connection with the Services described herein, shall be kept confidential and shall not be disclosed to anyone, except to the parties to this agreement, and their directors, officers, and attorneys.

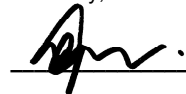
11. OWNERSHIP OF WORK PRODUCT

HAD shall grant the Client a limited license to use all HAD work product, including but not limited to studies, assessments, plans, and designs, prepared by HAD or any outside consultant or engineer in connection with the Services described herein as long as Client is in full conformance with all its other obligations under this agreement.

Please indicate your acceptance of this proposal by returning a signed copy to our office or by email. If you have questions or concerns, please do not hesitate to call. This proposal is valid for thirty (30) days from receipt.

We appreciate this opportunity to be of service to your organization.

Sincerely,



Gregory L. Lake AIA | PRINCIPAL

HINESAD LLC d/b/a HINES ARCHITECTURE + DESIGN

Attachments:

EXHIBIT A – DESIGN & ESTIMATED CONSTRUCTION SCHEDULE

EXHIBIT A

SCHEDULE

