

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT AGREEMENT FOR
 PHASE 2 – POST BOND ELECTION ARCHITECTURAL SERVICES**

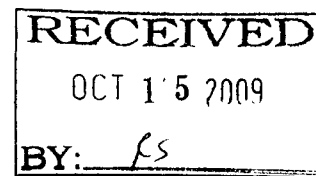
THIS FIRST AMENDMENT to the Agreement for Phase 2 – Post Bond Election Architectural Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to as “County,” and PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL) hereinafter referred to as “Architect” authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Phase 2 – Post Bond Election Architectural Services dated August 6, 2008, (collectively, the “Agreement”) attached hereto as Exhibit C, incorporated by reference as if set forth herein verbatim. County and Architect desire to amend said Agreement as set forth in Architect’s proposals dated October 6, 2009, attached hereto as Exhibit A & B and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Architect is hereby amended as follows:

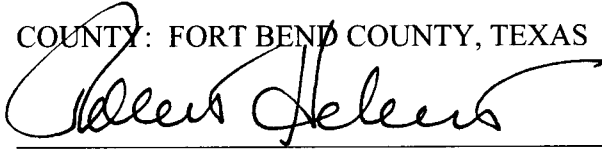
- A. An additional amount not-to-exceed \$45,000.00 (Forty-Five Thousand Dollars) shall be available for additional reimbursable expenses incurred by Architect in connection with the Project as described in Exhibit A. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not subject to reimbursement.
- B. An additional amount not-to-exceed \$20,310.00 (Twenty Thousand Three-Hundred Ten Dollars) shall be available to Architect for additional services in connection with the Project as described in Exhibit B. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not subject to reimbursement.
- C. Architect’s compensation for the Project shall not exceed \$3,715,310.00, as follows:
 - 1. Original Scope of Work not-to-exceed = \$3,604,000.00
 - 2. Original Reimbursable Expenses not-to-exceed = \$46,000.00
 - 3. Additional Reimbursable Expenses not-to-exceed = \$45,000.00
 - 4. Additional Services not-to-exceed = \$20,310.00
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.



EXECUTION

This Agreement shall not become effective until executed by County.

COUNTY: FORT BEND COUNTY, TEXAS

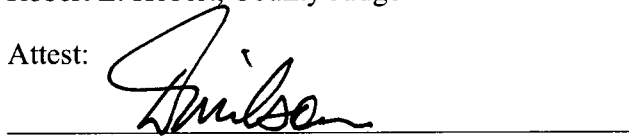


Robert E. Hebert, County Judge

10-20-09

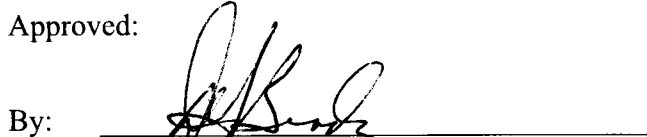
Date

Attest:



Dianne Wilson, County Clerk

Approved:



By:

Don Brady, Director
Facilities Management & Planning

10-16-09

Date

ARCHITECT: PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL)



David L. Andrews, Principal

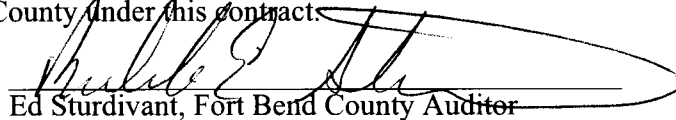
10-15-09

Date

Attest:

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$3,715,310 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

MER:Architect Agreement.PGAL.Judicial Complex.3729.AMEND

EXHIBIT A: Architect's Fee Proposal dated October 6, 2009; additional reimbursable expenses

EXHIBIT B: Architect's Fee Proposal dated October 6, 2009; additional services

EXHIBIT C: Original Agreement dated August 6, 2008

EXHIBIT A

PGAL

October 8, 2009

Mr. Don Brady
Fort Bend County
1517 Eugene Heimann Circle, Suite 500
Richmond, Texas 77469
Voice: 281-633-7018
Email: bradydon@co-fort-bend.tx.us

RE: Additional Services Fee Proposal
Reimbursable Expenses
Fort Bend County Justice Center, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this Additional Service Request to increase the amount of reimbursable expenses for the project.

PROJECT UNDERSTANDING

The originally approved reimbursable expense amounts were \$24,000 for Phase I, and \$46,000 for Phase II, for a total of \$70,000. We have currently exceeded the original amount by approximately \$20,000. Based on an average of approximately \$1,500 per month of reimbursable expenses until the end of the project (20 months,) we are requesting an additional \$30,000, for a total of \$50,000.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

- Reimbursable Expenses \$ 50,000

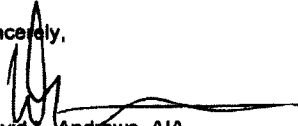
These reimbursable expenses include, but are not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and we estimate this will not increase our current reimbursable maximum. We do not anticipate that there will be any large printing efforts, and since much of the submittal and drawing distribution is being done electronically, we do not anticipate that there will be a great need for courier or overnight deliveries. If changes arise that require a large printing effort, we will need to re-evaluate the reimbursable expenses at that time.

3131 Briarpark Suite 200 Houston, TX 77042 (P) 713 622 1444 (F) 713 968 9333

Mr. Don Brady
Fort Bend County
October 6, 2009
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Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,



David L. Andrews, AIA
Principal

CC: Paul Bonnette, Accounting, File – PGAL

Exhibit B



October 6, 2009

Mr. Don Brady
Fort Bend County
1517 Eugene Heimann Circle, Suite 500
Richmond, Texas 77469
Voice: 281-633-7018
Email: bradydon@co-fort-bend.tx.us

RE: Additional Services Fee Proposal
Redesign of South Tunnel Stair
Fort Bend County Justice Center, Richmond, Texas

Dear Mr. Brady:

The office of Pierce Goodwin Alexander & Linville (PGAL) is pleased to present this Additional Service Request to provide design services associated with revising the tunnel and stair at the South side where we are adjoining the existing jail building. This redesign will include Civil, Structural, Architectural, MEP, Security and Detention revisions.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL revise the construction documents to mirror the stair at the South end of the tunnel so that construction is further away from the existing sanitary sewer line. While the change moves the construction area away from the existing sanitary line, it moves closer to the existing jail building, which will require additional structural design due to increased earth pressures experienced. The paving, stairs, ramps, and grading in the area between the existing and new structures will also need to be redesigned.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee:

• Structural Revision	\$ 11,500
• Civil Engineering revision	\$ 3,000
• Architecture	\$ 5,000
• MEP	\$ 0
• Security	\$ 810
• Total	\$ 20,310

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Mr. Don Brady
Fort Bend County
October 6, 2009
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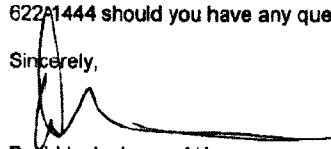
Reimbursable Expenses: PGAL would expect to be reimbursed for any out-of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost, plus a 10% service charge, and we estimate this will not increase our current reimbursable maximum.

PROJECT SCHEDULE

PGAL has proceeded with this effort in order to expedite the project schedule.

Thank you again for the opportunity to once again serve Fort Bend County. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'David L. Andrews', with a long horizontal flourish extending to the right.

David L. Andrews, AIA
Principal

CC: Paul Bonnette, Accounting, File – PGAL