

STATE OF TEXAS

COUNTY OF FORT BEND

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§  
§

KNOW ALL MEN BY THESE PRESENTS:

**AGREEMENT FOR ARCHITECTURAL SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and PTI, INC., hereinafter referred to as "Architect," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County intends to expand the Fort Bend County East End Annex, hereinafter referred to as "the Project," located in Fort Bend County, Texas; and,

WHEREAS, County desires that Architect perform certain professional architectural services in connection with the Project; and

WHEREAS, Architect represents that it is qualified and desires to perform such services; and,

WHEREAS, County has determined that this Agreement is for professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, County and Architect, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

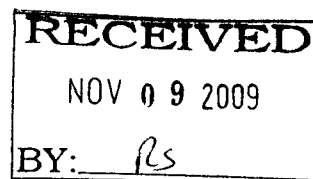
**SECTION I  
SCOPE OF AGREEMENT**

Architect agrees to perform professional architectural services in connection with the Project as included in Exhibit A, Architects proposal dated August 28, 2009, incorporated by reference as if set forth herein verbatim for all purposes, and for having rendered such services, County agrees to pay to Architect compensation as stated herein.

**SECTION II  
CHARACTER AND EXTENT OF SERVICES**

Architect shall render the following "Basic Services" in connection with the Project:

- A. Construction Documents Phase.
1. Architect shall provide Construction Documents based on approvals made by the County Facilities Director. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
  2. Submit applications for the purpose of obtaining the applicable approvals required by local, state, and federal authorities (Texas Licensing and Regulation



- Commission, City of Missouri City, Texas Accessibility Standards,). Applications will be submitted when the documents are 100% complete.
3. All submittals shall be in both hard copy and electronic format compatible with COUNTY'S systems. For each submittal, ARCHITECT shall provide four (4) copies of drawings and/or other documents which illustrate the scale and relationship of the Project components. All plans and drawings shall be prepared and submitted by ARCHITECT to COUNTY for approval on a minimum 24-inch by 36-inch drafting sheet, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.

### SECTION III TIME FOR PERFORMANCE

- A. Architect agrees to complete the services called for in Section II A. (Construction Documents Phase) of this Agreement within thirty (30) calendar days from the date of this Agreement, provided that County and any users have provided the necessary information requested by Architect for completing such design.
- B. The foregoing time limits may for good cause be extended by County Facilities Director as the Project proceeds.
1. Any such extension must be approved in writing.

### SECTION IV ARCHITECT'S COMPENSATION

- A. For and in consideration of the services rendered by Architect, and subject to the limit of appropriation under Section IX, County shall pay to Architect an amount not to exceed \$54,692.55, hereinafter called the "Basic Fee."
- B. Architect's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance, photography, permits, fees, special handling or delivery, mileage and travel (if necessary) shall be reimbursed at cost upon submission of properly submitted expense records to County. All reimbursable expenses shall not exceed \$500.00.
- C. "Direct Labor Cost," as used herein, means salaries and wages paid for time actually worked, and shall not include sick leave, vacations, holidays, employer contributions for FICA, retirement, insurance or other perquisite, similar or dissimilar. Direct Labor Cost shall not exceed the amounts included in Exhibit B, incorporated by reference as if set forth herein verbatim for all purposes.

### SECTION V TIME OF PAYMENT

- A. In the event the statement includes charges based upon direct labor cost of services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which Architect seeks

reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of Architect certifying that the work was performed, it was authorized in writing by County Facilities Director and that all information contained in the invoice being true and correct.

- B. Furthermore, Architect agrees to maintain, for a period of seven years, detailed records that identifies each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by County Auditor for verification purposes.
  - 1. Architect shall retain its records within the boundaries of Fort Bend County and shall keep same available for inspection during regular business hours by County officials.
- C. County Facilities Director shall review the statements within ten (10) days of receipt and approve them in writing with such modifications, if any, as deemed appropriate.
- D. County shall pay each statement within thirty (30) days after County Facilities Director's written approval provided however, that the approval or payment of any statement shall not be considered to be conclusive evidence of performance by Architect to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement.

#### SECTION VI TERMINATION

- A. County may terminate this Agreement at any time by providing ten (10) days written notice to Architect.
- B. Upon receipt of such notice, Architect shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C. Within sixty (60) days after receipt of notice of termination, Architect shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- D. County shall then pay Architect that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- E. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

**SECTION VII  
CONTRACTOR'S INSURANCE REQUIREMENTS**

- A. Architect shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- B. Architect shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Architect, name of insurance company, policy number, and term of coverage and limits of coverage. Architect shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Architect shall obtain such insurance from such companies having Bests rating of A- 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:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. 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.
  3. Professional Liability insurance with limits not less than \$1,000,000.
  4. 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.
- C. All Liability insurance policies shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
- D. If required coverage is written on a claims-made basis, Architect warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement 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 the work under this Agreement is completed.
- E. Architect shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- F. Approval of the insurance by County shall not relieve or decrease the liability of the Architect.

## SECTION VIII NOTICE

- A. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Architect at the addresses set forth below.
- B. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- C. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
1. If to Architect:  
PTI, Inc.  
Gregory Johnson  
Associate/Project Manager  
2025 Briarpark Drive, Suite 950  
Houston, Texas 77042
  2. If to Fort Bend County notice must be sent to both County Purchasing Agent and County Facilities Director:  
  
Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg TX 77471  
  
Fort Bend County  
Facilities Management and Planning Department  
Don Brady, Director  
1402 Band Road, Suite 100  
Rosenberg, TX 77471
- D. Either party may designate a different address by giving the other party ten (10) days written notice.

## SECTION IX LIMIT OF APPROPRIATION

- A. Prior to the execution of this Agreement, Architect has been advised by County, and Architect clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$54,692.55 specifically allocated to fully discharge any and all liabilities associated with this Agreement.
- B. Architect does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Architect may become entitled to hereunder and the total maximum sum that County

shall become liable to pay to Architect hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$54,692.55.

#### SECTION X SUCCESSORS AND ASSIGNS

- A. County and Architect 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 such other party, in respect to all covenants of this Agreement.
- B. Neither County nor Architect shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- C. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

#### SECTION XI PUBLIC CONTACT

- A. Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- B. Under no circumstances, whatsoever, shall Architect release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

#### SECTION XII COMPLIANCE AND STANDARDS

Architect shall render the services hereunder in accordance with generally accepted standards of Architects practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the architectural profession for buildings similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Architect's performance.

#### SECTION XIII OWNERSHIP OF DOCUMENTS

- A. County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by Architect and his consultants (deliverables).
- B. No reuse fees or royalty payments will be paid to Architect in connection with future reuse or adaptation of designs derived under this contract.
- C. Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or

upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

- D. Architect is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- E. The documents referenced in this Section are not intended or presented by Architect to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- F. Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

#### SECTION XIV INDEMNIFICATION

- A. ARCHITECT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ARCHITECT, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ARCHITECT OR ANY OF ARCHITECT'S AGENTS, SERVANTS OR EMPLOYEES.
- B. ARCHITECT SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY ARCHITECT, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

#### SECTION XV MODIFICATIONS

- A. This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed.
- B. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVI  
AUTHORITY OF COUNTY FACILITIES DIRECTOR

- A. County Facilities Director, at his sole discretion, shall decide and determine any and all questions that may arise as to the interpretation of this Agreement and any and all questions as to the acceptable fulfillment of this Agreement by Architect.
- B. County Facilities Director's decision shall be final.
- C. It is mutually agreed by both parties that County Facilities Director shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of County Facilities Director in such shall be final and binding alike on both parties hereto.
- D. Nothing contained in this Article XVI shall be construed to authorize County Facilities Director to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XVII  
MERGER

- A. The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof.
- B. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XVIII  
COMPLIANCE WITH TEXAS CIVIL STATUTE ARTICLE 249a

In accordance with Texas Civil Statute Article 249a (Vernon Supplement 1997) Architect represents to County that all principals of the firm PTI, Inc. are licensed under the laws and jurisdiction of the Texas Board of Architectural Examiners – 8313 Shoal Creek Blvd, Austin, Texas.

SECTION XIX  
MISCELLANEOUS

- A. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- B. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- C. Architect agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's



Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Architect and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

- D. In the performance of work or services hereunder, all persons employed for services under this Agreement are deemed independent contractors and shall not be deemed to be employees, agents or servants of the County and shall not be entitled to any privileges or benefits of County employment. Architect agrees that he is an independent contractor. Architect shall be solely responsible for the performance of his duties under this Agreement and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.
- E. From time to time, County may give Architect information, either orally or in writing, and indicate that the information is confidential. Architect shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to County. Under no circumstances is Architect authorized to release any material or information obtained or developed in the performance of his services under this Agreement without the express prior written permission of County.
- F. Architect hereby certifies that this Agreement and the performance thereof neither directly nor indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Fort Bend County, Texas, nor any other elected official of Fort Bend County, Texas.
- G. In its performance of this Agreement, Architect must observe and comply with all applicable federal and state laws, rules, and regulations, and is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of this Agreement. Further, Architect must not make any recommendations that would conflict with any federal or state law, rule, or regulation.
- H. Any legal proceeding against County regarding this Agreement shall be brought in the State of Texas, Fort Bend County. Any legal proceeding against Architect regarding this Agreement shall be brought in the State of Texas, Fort Bend County, in the administrative or judicial forum with appropriate jurisdiction.

#### SECTION XX ENTIRE AGREEMENT

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A – Scope of Services submitted by Architect, dated August 28, 2009, and Exhibit B, Rate Sheet, which are made part of this Agreement.

SECTION XXI  
EXECUTION

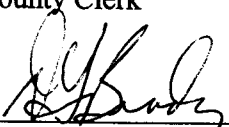
This Agreement shall not become effective until executed by County.

COUNTY:  
FORT BEND COUNTY, TEXAS

By:   
Robert E. Hebert, County Judge

Date: 11-17-09

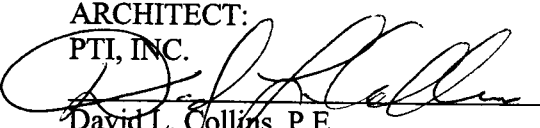
ATTEST:   
Dianne Wilson, County Clerk

Approved:   
By: Don Brady, County Facilities  
Management & Planning Director

Date: 11-9-09

ARCHITECT:

PTI, INC.

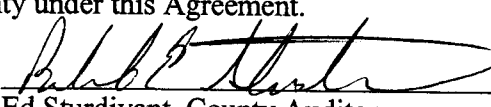
  
David L. Collins, P.E.  
Principal-in-Charge

Date: \_\_\_\_\_

Exhibit A: August 28, 2009 proposal from Architect  
Exhibit B: Rate Sheet

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 55,000.00 to  
pay the obligation of Fort Bend County under this Agreement.

  
Ed Sturdivant, County Auditor

I:MER/Construction/PTI.Inc./East End Annex Expansion.3753(11052009)

Exhibit A



**PTI, INC.**  
2925 Briarpark Drive  
Suite 950  
Houston, Texas 77042  
T 713.266.8145  
F 713.874.4812  
www.pti-engineers.com

August 28, 2009

Commissioner Grady Prestage  
PCT-2 Fort Bend County  
303 Texas Parkway  
Missouri City, Texas 77459

Re: East End Annex Expansion

Dear Commissioner:


PTI, Inc. is please to have the opportunity once again to provide our services to PCT-2, Fort County. The scope of services as outlined per our meeting is to provide Architectural and Engineering services for the expansion of approx 2500 Sq. Ft. to the north side of the East End Annex.

The services PTI Inc. will provide will consist of the following:

- Provide all required documents to Missouri City's Planning department to secure zoning variance from the City of Missouri City.
- Provide all related construction documents for a 2500 sq. ft expansion that will increase the JP court Room area, add a new Judge and District Attorney Office area and increase the county support staff work area.
- The document will also include 2100 sq. ft of renovations of the existing areas to be expanded.
- Secure all building permits from the City of Missouri City permit department for construction. The permit cost will be paid directly by the client.
- Achieve all of the above tasks for possible construction start date of December 2009.

Attached for your review and approval is a break down of the manpower and fees required to achieve the above mention tasks. The total fee proposal for engineering services is in the amount of Fifty Four Thousand, Six Hundred Ninety Two Dollars and Fifty Five cents (\$54,692.55). If all meet your approval, please sign, date and return a copy to PTI, Inc.

Regards

  
Gregory Johnson  
Associate/Project Manager

Date: \_\_\_\_\_  
Commissioner Grady Prestage

CC: Mr. Don Brady, Mrs. Katie Herrington, Mr. David Collins, P.E, Mr. Frank Mbachu, P.E

CLEVELAND  
216.886.3141

DURHAM  
919.887.0821

HOUSTON  
713.266.8145

Exhibit B

East End Annex Expansion

Task Description	Project Manager	Architect	Civil Engineer	Mechanical Engineer	Electrical Engineer	Structural Engineer	Technician Designer	Secretary/Admin Asst	Total
1 Planning	\$178.50	\$131.49	\$118.50	\$121.92	\$126.90	\$166.50	\$76.50	\$67.30	
2 Meetings to secure variance	4.0	8.0					8.0		\$2,377.92
Design	4.0	12.0					3.0		\$2,521.38
3 Architectural	2.0	40.0					23.0		\$7,229.10
4 Mechanical	2.0			30.0			12.0		\$4,932.60
5 Electrical	2.0				22.0		12.0		\$4,066.80
6 Civil	2.0		16.0				5.0		\$2,693.50
7 Structural	2.0					30.0	20.0		\$6,882.00
8 Details									
9 Architectural	2.0	10.0					15.0		\$2,819.40
10 Structural	2.0					10.0	12.0		\$2,940.00
11 Mechanical	2.0			4.0	4.0		6.0		\$1,811.28
12 Civil	2.0		4.0				5.0		\$1,213.50
13 Specification	10.0	15.0	10.0	10.0	6.0	8.0		40.0	\$10,954.95
14 Meetings and securing permits	15.0	2.0	2.0	2.0	2.0	2.0			\$4,008.12
<b>Design Total Hours</b>	<b>51.0</b>	<b>87.0</b>	<b>32.0</b>	<b>46.0</b>	<b>34.0</b>	<b>50.0</b>	<b>123.0</b>	<b>40.0</b>	<b>\$34,692.95</b>
<b>LABOR COST</b>	<b>\$9,103.50</b>	<b>\$11,439.63</b>	<b>\$3,792.00</b>	<b>\$5,608.32</b>	<b>\$4,514.60</b>	<b>\$8,325.00</b>	<b>\$9,409.50</b>	<b>\$2,700.00</b>	<b>\$34,692.95</b>