



AGENDA ITEM 34C

TRANSMITTAL SHEET

FACILITIES MANAGEMENT & PLANNING DEPARTMENT

Date: January 26, 2010

Transmittal: 10010

Deliver to: Donna - County Attorney

From: Laura Dougherty

Project: Justice Center

Items Transmitted:

| <u>Copies</u> | <u>Description</u> |
|---------------|--|
| 3 | FM100123 - PGAL 2 nd Amendment-Justice Center |

COUNTY JUDGE
RECEIVED
JAN 26 2010

Received By: _____ Date: _____
 1517 Eugene Heimann Circle, Suite 500 * Richmond, TX. 77469 * 281/633-7017 * Fax 281/633-7022

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT AGREEMENT FOR
PHASE 2 – POST BOND ELECTION ARCHITECTURAL SERVICES

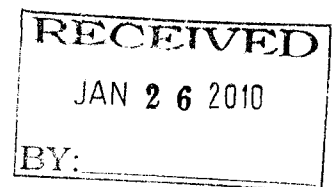
THIS SECOND AMENDMENT to the Agreement for Phase 2 – Post Bond Election Architectural Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter referred to 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”) and a First Amendment on October 20, 2009, (collectively, the “First Amendment”), attached hereto as Exhibit B & C, incorporated by reference as if set forth herein verbatim for all purposes. County and Architect now desire to amend said Agreement as set forth in Architect’s proposals dated January 19, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim for all purposes.

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 \$65,000.00 (Sixty-Five Thousand Dollars) shall be available for additional services requested by County and an additional amount not-to-exceed \$5,000.00 (Five Thousand Dollars) for reimbursable expenses in connection with the Project, as described in Exhibit A.
- B. Architect’s compensation for the Project shall not exceed \$3,785,310.00, 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. First Amendment: Additional Reimbursable Expenses not-to-exceed: \$45,000.00
 - 4. First Amendment: Additional Services not-to-exceed: \$20,310.00
 - 5. Second Amendment: Additional Services not to exceed: \$65,000.00
 - 6. Second Amendment: Additional Reimbursable Expenses not-to-exceed \$5,000.00.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Reimbursable expenses shall be reimbursed to Architect at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- 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 Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

EXECUTION

This Agreement shall not become effective until executed by County.

COUNTY: FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge

1-26-10
Date

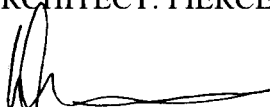
Attest: 

Dianne Wilson, County Clerk

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

1/26/10
Date

ARCHITECT: PIERCE GOODWIN ALEXANDER & LINVILLE (PGAL)



David L. Andrews, Principal

1-25-10
Date

Attest:

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$3,785,310 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.3729.2nd.AMEND

- EXHIBIT A: Architect's Fee Proposal dated January 19, 2010 for additional services
- EXHIBIT B: Original Agreement dated August 6, 2008
- EXHIBIT C: First Amendment dated October 20, 2009

EXHIBIT A



January 19, 2010

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
Additional Court Technology and Telephony Consulting Services
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 consulting services associated with assisting the county with additional technology needs not included in our basic services contract for the Justice Center.

PROJECT UNDERSTANDING

Fort Bend County has requested that PGAL provide consulting services for Local Area Network equipment, Wide Area Network equipment, desktop computers, Servers/Storage Cabinets/PDU's, printers and general equipment, Wireless Networking and Telephony. The effort will include the following:

1. Assess the current applicable technology standards and systems in place by written request to the IT department and assess the current capabilities (budgets, assets, resources, etc.) These will include the following:
 - a. LAN/WAN systems
 - b. PCs
 - c. Servers & Storage
 - d. Printers
 - e. Wireless access points
 - f. Voice communications
 - g. In-building radio repeater equipment
2. One site visit with ½ day minimum of meetings with each of the key stakeholders. (After allowing one to two calendar weeks for Fort Bend to provide necessary quantitative background info).
3. From the assessment and meetings develop a report documenting all items to be included in the Justice Center to assist the county in creating a purchase order to obtain any new items or determine items to be relocated to the new facility for the following:

3131 Briarpark Suite 200 Houston, TX 77042 [P] 713 622 1444 [F] 713 968 9333

Mr. Don Brady
Fort Bend County
January 19, 2010
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- a. LAN/WAN systems
 - b. PCs – 475
 - c. Servers & Storage
 - d. Printers
 - e. Wireless access points
 - f. Voice communications
 - g. In-building radio repeater equipment
4. Manage meetings and Q&A from selected vendors with the county and provide documentation of the meetings.
 5. Assist in the evaluation of vendor proposed solutions and cost.
 6. If any new systems are identified or the county does not have a standard for one of the systems identified, PGAL will assist in determining this standard.
 7. Assist in review of the installation, if required.

COMPENSATION

PGAL has determined that this effort will require a lump sum fee of \$65,000.00 and will require approximately six to eight weeks to complete the effort for items 1 thru 5 and will include coordination with purchasing on procurement and review of the installation.

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 exceed \$5,000.

PROJECT SCHEDULE

PGAL is prepared to initiate this effort immediately in order to adhere to the overall 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,



David L. Andrews, AIA
Principal

CC: Paul Bonnette, Accounting, File – PGAL