STATE OF TEXAS	§ §	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND	§	

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL & ENGINEERING SERVICES

THIS FIRST AMENDMENT to the Agreement for 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 by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and AUTOARCH Architects, LLC., hereinafter referred to as "Architect," authorized to conduct business in the State of Texas.

RECITALS:

County and Architect previously entered an Agreement for Architectural Services & Engineering Services dated October 28, 2008, hereinafter referred to as the "Agreement," for the design and build of the Precinct 3 Annex Facility/Service Center, hereinafter referred to as "the Project." County and Architect now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Architect hereby agree as follows:

- 1. County desires Architect to provide additional architectural services in relation to the Project as described in Exhibit A, attached hereto to this First Amendment and incorporated by reference as if set forth verbatim for all purposes. County and Architect desire to execute and enter into this First Amendment for the purpose of amending the Agreement with regard to the foregoing.
- 2. Section 3.01 of the Agreement is hereby replaced with the following:

For and in consideration of the services rendered by the Architect, and subject to the limit of appropriation under Section VII, the County shall pay to the Architect an amount not to exceed \$164,850.00, including \$10,000.00 for reimbursable expenses, for the services delineated in the Agreement and Exhibit A, as follows:

- A. \$145,000.00 -for services provided under the Agreement
- B. \$10,000.00 for reimbursable expenses under the Agreement
- C. \$9,850.00 for additional services under this First Amendment
- 3. Section VII of the Agreement is hereby replaced with the following:

4/9/10

7.01 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 sum not-to-exceed \$164,850.00, including \$10,000.00 for reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by County in bringing this

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First Amendment to Agreement for Architectural & Engineering Services AUTOARCH Architects, LLC. – Pct. 3 Annex Facility/Service Center Page 1 of 4 Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Architect and consultants, and any and all costs for any and all things or purposes ensuing under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.

- 7.02 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 \$164,850.00, including \$10,000.00 for reimbursable expenses, if any.
- 4. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon County and Architect under the Agreement for the construction of the Project shall be imposed upon both County and Architect, respectively, and except as herein modified, all agreements and representations made by County and Architect in the Agreement shall be the agreements and representations of both County and Architect, respectively, and shall apply to the Project.
- 5. This First Amendment is hereby attached to the Agreement for Architectural & Engineering Services dated October 28, 2008, (the "Agreement") as Exhibit B, incorporated by reference as if set forth therein verbatim. If there is a conflict between this First Amendment, the Agreement, the provisions of this First Amendment shall prevail.
- 6. Attached hereto to this First Amendment is Exhibit A, proposals from Architect dated March 10, 2010, incorporated by reference as if set forth herein verbatim for all purposes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This First Amendment shall not become effective until executed	by County.
FORT BEND COUNTY.	
/ Lolent Deleus	4-6-2010
Robert E. Hebert, County Judge	Date
Attest: Genne Wilson	
Dianne Wilson, County Clerk	
Approved:	
By:	3-30-10
Don Brady, County Facilities	Date
Management & Planning Director	
ARCHITECT	M2 26 2016
AUTOARCH Architects, LLC.	<u>03.26.201</u> 6 Date
MER:Architect Agreement.AutoArch.2ndAmendment.Pct 3 Annex.3809(03252010)	
Exhibit A: Architect Proposal dated March 10, 2010	
AUDITOR'S CERTIFICATE	
I hereby certify that funds are available in the amount of	\$16-1850 00 to accomplish

I hereby certify that funds are available in the amount of \$160, 500 to accomplish and pay the obligation of Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A

AUTOARCH

March 10, 2010

Mr. Don Brady, PE
Fort Bend County
Facilities Management & Planning
Director
1517 Eugene Heimann Circle
Richmond, TX 77469

Re: Fee Proposal- Annex 3- Additional Service, Generator

Dear Don,

I hope this letter finds you well!

In accordance with your request and approval AUTOARCH will proceed with the additional design and engineering for the emergency generator.

Attached are proposals from our consultants for your review and approval.

- SCA proposes \$950.00 to design the slab.
- Rice Gardner proposes \$7,000 to redesign the MEP System
- AUTOARCH proposes \$1,900 for revisions and coordination.

AUTOARCH total proposal to provide these needed services is \$9,850. Per your approval please sign and authorize AUTOARCH to proceed with these additional services.

Again, we appreciate and thank you for this opportunity to submit our Fee proposal.

Respectfully submitted, AUTOARCH Architects LLC

Fort Bend County
Facilities Management & Planning

Lina Sabouni, AIA Principal in Charge

Mr. Don Brady, PE Director

6200 SAVOY, #100 HOUSTON, TX **77036** PHONE: (713) 952-3366 FAX: (713) 952-5002 <u>www.aatoarch.net</u>

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AUTOARCH ARCHITECTS					INSURER A: THE TRAVELERS LLOYDS INS. CO. INSURER B: THE TRAVELERS INDEMNITY CO. OF CONNECTICUT				
6200 SAVOY #100 HOUSTON, TX 77036 713-952-3366					INSURER C: NORTHERN INS. CO. OF NEW YORK INSURER D: TUDOR INSURANCE COMPANY				
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

WC 02800631 02

AEL 1002984

SUBECT TO POLICY TERMS AND CONDITIONS.

FORT BEND COUNTY IS HEREBY NAMED A CERTIFICATE HOLDER.

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If yes, describe under SPECIAL PROVISIONS below

PROFESSIONAL LIABILITY

OTHER

FORT BEND COUNTY 301 Jackson Street Richmond, TX 77469

CANCELLATION

02/26/10

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

E.L. DISEASE - POLICY LIMIT | \$

02/26/11 | \$1,000,000/\$1,000,000

02/21/10 | 02/21/11 | E.L. DISEASE - EA EMPLOYEE \$

500,000

500,000