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COUNTY OF FORT BEND

3 originals returned to Cheryl at Purchasing

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.

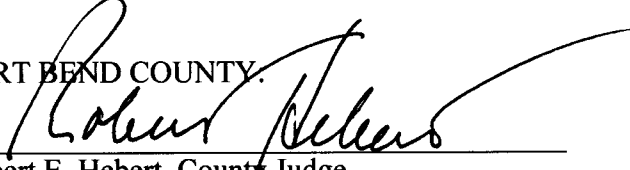
- 7.02 Architect does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Architect may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Architect hereunder 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.

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EXECUTION


This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

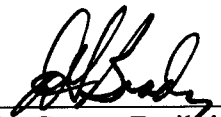

Robert E. Hebert, County Judge

4-6-2010
Date

Attest:


Dianne Wilson, County Clerk

Approved:

By: 
Don Brady, County Facilities
Management & Planning Director

3-30-10
Date

ARCHITECT


AUTOARCH Architects, LLC.

03-26-2010
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 \$164,850.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A

AUTOARCH ARCHITECTS

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



Lina Sabouni, AIA
Principal in Charge

Fort Bend County
Facilities Management & Planning

Mr. Don Brady, PE
Director

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/26/2010

PRODUCER

APEX NATIONAL INSURANCE GROUP INC
10405 TOWN & COUNTRY WAY, SUITE 105
HOUSTON, TEXAS 77024
713-554-0500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

AUTOARCH ARCHITECTS

6200 SAVOY #100
HOUSTON, TX 77036
713-952-3366

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: THE TRAVELERS LLOYDS INS. CO.

INSURER B: THE TRAVELERS INDEMNITY CO. OF CONNECTICUT

INSURER C: NORTHERN INS. CO. OF NEW YORK

INSURER D: TUDOR INSURANCE COMPANY

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	IL-PACP-3623M02A	05/15/09	05/15/10	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	IL-PACP-3623M02A	05/15/09	05/15/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY	ISF-CUP-9965Y078	05/15/09	05/15/10	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 5,000				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 02800631 02	02/21/10	02/21/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
D		OTHER PROFESSIONAL LIABILITY	AEL 1002984	02/26/10	02/26/11	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SUBJECT TO POLICY TERMS AND CONDITIONS.

FORT BEND COUNTY IS HEREBY NAMED A CERTIFICATE HOLDER.

CERTIFICATE HOLDER

FORT BEND COUNTY
301 Jackson Street
Richmond, TX 77469

CANCELLATION

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