

FORT BEND COUNTY FY 2010  
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: April 21, 2010

Submitted By: Laura Dougherty

Court Agenda Date: April 27, 2010

Department: Facilities Management & Planning

Phone Number: 281-633-7017

**SUMMARY OF ITEM:**

Take all appropriate action to approve the 1st Amendment to the Agreement with Archi\*Technics/3, for LEED Certification Documentation services for the amount of \$40,200.00, with a total not to exceed amount of \$155,200.00.

RENEWAL AGREEMENT/APPOINTMENT

YES ☐ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ NO ☐

List Supporting Documents Attached: First Amendment Agreement

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES ☒ NO ☐

FUNDING SOURCE: Accounting Unit: 100687888 Account Number:  
Activity (If Applicable): P687-09SRCITCOM

DESCRIPTION OF LAWSON ACCOUNT: Senior Citizen Building

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please Approve

5-7-10 3 origs ret. to Laura at Facilities

Fm 101253

STATE OF TEXAS           §  
                                     §  
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR  
ARCHITECTURAL AND ENGINEERING SERVICES**

THIS FIRST AMENDMENT to the Agreement for Architectural and Engineering Services 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 ARCHITECHNICS/3, Inc., hereinafter referred to as "Architect," authorized to conduct business in the State of Texas.

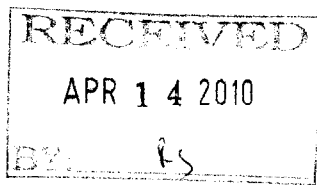
**RECITALS**

WHEREAS, County and Architect entered an agreement for the Project, Agreement for Architectural and Engineering Services dated April 14, 2009, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Architect desire to amend said Agreement as set forth in Architect's letter and invoice dated proposal dated March 2, 2010, attached hereto as Exhibit A 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 to read:

- A. An additional amount not-to-exceed \$40,200.00 shall be available for LEED certification documentation provided by Architect in connection with the Project as described in Exhibit A.
- B. Architect's compensation for the Project shall not exceed \$155,200.00, which includes the original scope of work under the Agreement and services provided under this First Amendment.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



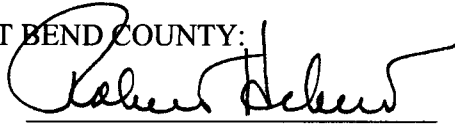
## EXECUTION

The County executes this First Amendment by and through the County Judge acting pursuant to authorization of the Commissioners' Court of Fort Bend County, Texas.

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

By:

  
Robert E. Hebert, County Judge

Date:

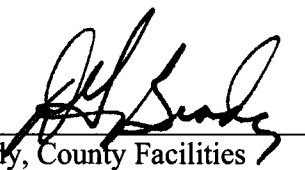
4-27-2010

ATTEST:

  
Dianne Wilson, County Clerk

REVIEWED:

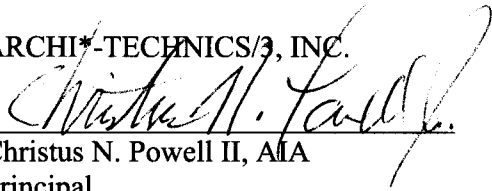
By:

  
Don Brady, County Facilities  
Management & Planning Director

Date:

4/13/10

ARCHI\*-TECHNICS/3, INC.

  
Christus N. Powell II, AIA  
Principal

Date:

4/8/10

Exhibit A: March 2, 2010 proposal

Exhibit B: Agreement for Architectural and Engineering Services

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of  
\$ 155,200.00 to pay the obligation of Fort Bend County under this  
Agreement.

  
Ed Sturdivant, County Auditor

MER:ArchiTechnics/3.Senior Center.Amendment.3858(03302010)

EXHIBIT A



## Archi\*Technics/3, Inc.

5555 West Loop South, Suite 400 Bellaire, Texas 77401  
Phone: (713) 868-0088 \* Fax: (713) 468-2613

March 2, 2010

Don Brady, Director of Facilities Management & Planning  
301 Jackson Street  
Richmond, Texas 77469

Re: Fort Bend County Senior Citizen Community Bldg. PCT #2

Dear Mr. Brady,

ARCHI\*TECHNICS/3, Inc. is pleased to submit this proposal to provide LEED certification documentations for the above referenced project. This fee includes the architect, mechanical, electrical and plumbing consultants, civil consultants, landscape architect and structural engineer. We propose to provide this LEED documentation service at a fee of \$40,200.00.

Sincerely,

Christus N. Powell II, AIA  
Principal ARCHI\*TECHNICS/3, Inc.

MAR 22 2010

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE AND TIME OF ISSUE  
2/17/2010

INSURED  
UNITED NATIONAL INSURANCE  
2201 Caroline  
Houston, TX 77002  
(713) 655-0335

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  
ARCHI\*TECHNICS/3, INC.  
  
5555 WEST LOOP SOUTH, SUITE 400  
DALLAIRE, TX 77401  
713-868-0088

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: CERTAIN UNDERWRITERS AT LLOYDS	
INSURER B: SCOTTSDALE INSURANCE COMPANY	
INSURER C: HCC SPECIALTY INSURANCE COMPANY	
INSURER D:	
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.

CLASS	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR  CENTL AGGREGATE LIMIT APPLIES PER POLICY PRODUCT LOC	362805	08/25/09	08/25/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Excl. Contractors) \$ 100,000 MEDICAL (Any one person) \$ 5,000 PERSONAL & ADVERTISING \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS/COMPLETION \$ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS BOB-TAILED AUTOS HIREN AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Excl. Autos) \$  BODILY INJURY (Excl. Autos) \$  BODILY INJURY (Excl. Autos) \$  PROPERTY DAMAGE (Excl. Autos) \$
	CARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN EA ACC \$ AUTO ONLY - AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				XBS0004482  08/26/09 08/26/10  EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000  \$  \$  \$
	EMPLOYERS COMPENSATION/HAZARD EMPLOYERS LIABILITY AND EMPLOYERS LIABILITY EXCLUDED UNDER EMPLOYMENT TYPE OF COVERAGE EMPLOYERS LIABILITY OTHER				OC STATE TORT LIMITS \$  FL EACH ACCIDENT \$  FL DISEASE - EA EMPLOYEE \$  FL DISEASE - EACH LIMIT \$
	PROFESSIONAL LIABILITY				S709-10101  03/05/09 03/05/10  AGGREGATE: \$5,000,000 EACH CLAIM: \$5,000,000

EXCLUSIONS, OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS

PROFESSIONAL LIABILITY DEDUCTIBLE: \$ 20,000

FORT BEND COUNTY IS NAMED AS ADDITIONAL INSURED AS RESPECT TO GENERAL LIABILITY AND IS GRANTED WAIVER OF SUBROGATION.

## CERTIFICATE HOLDER

FORT BEND COUNTY PURCHASING DEPARTMENT  
GILBERT D. JALOMO, JR, CPPB  
4520 READING RD., SUITE A  
ROSENBERG, TX 77471

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*[Signature]*