

STATE OF TEXAS           §  
                                          §  
COUNTY OF FORT BEND   §

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL  
ARCHITECTURAL & ENGINEERING SERVICES**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Huitt-Zollars, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

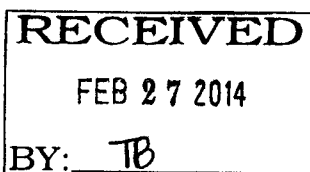
THAT, WHEREAS, the parties have executed and accepted that certain Agreement for Professional Architectural & Engineering Services, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the parties wish to extend the time for completion of the Project and include additional services;

NOW, THEREFORE, County and Contractor do mutually agree as follows:

1. Contractor agrees to complete the services described in the Agreement and the additional services described in the attached Exhibit "B" by March 31, 2014.
2. Prior to the execution of this Amendment, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment, that County shall have available the total maximum sum of ten thousand one hundred and forty dollars and no/100 (\$10,140), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for the additional services described in the attached Exhibit B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed the sum of ten thousand one hundred and forty dollars and no/100 (\$10,140) for the additional services described in the attached Exhibit B.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.



3/17/14 2 originals returned to Laura at Facilities

FORT BEND COUNTY

*Robert E. Hebert*  
Robert E. Hebert, County Judge

March 11, 2014  
Date

ATTEST:

*Dianne Wilson*  
Dianne Wilson, County Clerk

HUITT-ZOLLARS, INC.

*Gregory R. Wine*  
Authorized Agent- Signature

Gregory R. Wine  
Authorized Agent- Printed Name

Senior Vice President  
Title

February 25, 2014  
Date



**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 78,140.<sup>00</sup> are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert Ed Sturdivant*  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

www.ww

**AGREEMENT FOR PROFESSIONAL  
ARCHITECTURAL & ENGINEERING SERVICES**

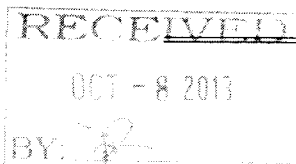
WITNESSETH:

## SECTION I

### SCOPE OF AGREEMENT

- ## SECTION II
- ### CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed \$68,000.00, including all expenses, if any.
- 2.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.
- 2.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.



### SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, the Contractor 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.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay Contractor 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.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files, reports, documents, and/or 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 IV INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to Contractor's commencement of services under this Agreement. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

### SECTION V NOTICE

- 5.01 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 Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
  - A. If to Contractor:

Huitt-Zollars, Inc.  
1500 South Dairy Ashford, Suite 200  
Houston, Texas 77077  
Attn: Gregory R. Wine, P.E., LEED AP  
Senior Vice President

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
301 Jackson  
Richmond, Texas 77469

Facilities Management and Planning Department  
Don Brady, Director  
301 Jackson  
Richmond, Texas 77469

- 5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor 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 \$68,000.00, including all expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$68,000.00

#### SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 County and Contractor 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.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 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 VIII PUBLIC CONTACT

- 8.01 Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall Contractor 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 IX  
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in the Greater Houston Metropolitan Area, applicable thereto and shall use that customary degree of care and skill commensurate with the profession 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 Contractor's performance.

SECTION X  
OWNERSHIP OF PROGRAM

- 10.01 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 the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 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.
- 10.04 Contractor 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.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 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 XI  
INDEMNIFICATION

- 11.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 11.02 CONTRACTOR 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 CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XII  
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. 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 XIII  
MISCELLANEOUS

- 13.01 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.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor 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 Office 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; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

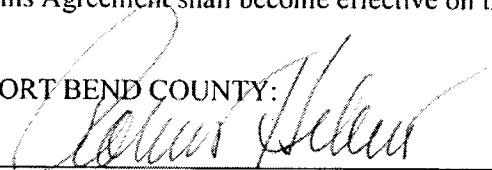
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SECTION XIV  
EXECUTION

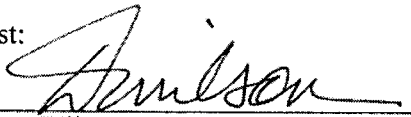
This Agreement shall become effective on the date executed by County.

FORT BEND COUNTY:

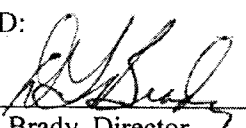
  
Robert E. Hebert, County Judge

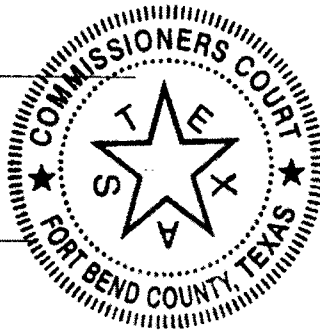
10-22-13  
Date

Attest:

  
Dianne Wilson, County Clerk

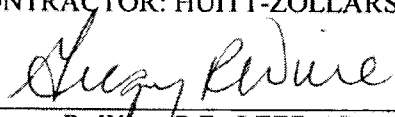
APPROVED:

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



10/8/13  
Date

CONTRACTOR: HUITT-ZOLLARS, INC.

  
Gregory R. Wine, P.E., LEED AP  
Senior Vice President/Office Manager

October 7, 2013  
Date

Attachments: Exhibit A: October 4, 2013 Proposal from Contractor

I:/Huitt-Zollar/Parks Dept. Pedestrian Plaza

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$68,000.00 to accomplish and pay the obligation of Fort Bend County under this agreement.

  
Ed Sturdivant, Fort Bend County Auditor

## Exhibit A



HUITT-ZOLLARS, INC. • 1500 South Dairy Ashford • Suite 200 • Houston, TX 77077-3658 • 281.499.2044 phone • 281.499.8229 fax • huitt-zollars.com

October 4, 2013

Don Brady  
Director, Facilities Management and Planning Department  
Fort Bend County  
301 Jackson Street  
Richmond, Texas

Attention: James Knight, Architect  
Program Manager

Subject: Proposal for Professional Architectural and Engineering Services for a new Pedestrian Plaza around the Travis Building in Richmond, Texas

Dear Mr. Brady:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates this opportunity to provide our proposal for professional architectural and engineering services to Fort Bend County (County) for providing design, bidding and construction phase services for a new pedestrian plaza around the Travis Building in Richmond, Texas (Project). The project includes the area bounded by US 90A and Liberty Street between 3<sup>rd</sup> and 4<sup>th</sup> Streets. Our proposal is based upon the following scope of services, compensation and schedule and the terms and conditions in County's standard professional services contract.

Our understanding of Fort Bend County's intent for this project includes:

- a) Create a landscaped pedestrian plaza with crosswalks between the Travis Building and Historic County Courthouse whereby closing 4<sup>th</sup> Street between US 90A and Liberty Street to vehicular traffic.
- b) Create a landscaped lawn area with pedestrian walkways in the existing parking lot between US 90A and the Travis Building.
- c) Revise partial pavement profile on 3<sup>rd</sup> Street from US 90A to Liberty Street.
- d) Provide one (1) ADA parking space on 3<sup>rd</sup> Street with accessible route to the Clinic. Provide seven (7) additional parking spaces on 3<sup>rd</sup> Street.
- e) Improve drainage particularly along 3<sup>rd</sup> Street from US 90A to Liberty Street and throughout project area. Investigate truck parking area on east side of 3<sup>rd</sup> Street.
- f) Reconfigure Liberty Street between 3<sup>rd</sup> and 4<sup>th</sup> Streets to provide for one-way drive (southwest bound) with restrictions for truck traffic. Create a landscaped lawn area with pedestrian walkways. Adjacent to Travis building, provide nine (9) diagonal accessible parking spaces with accessible route to entrance of Travis Building and four (4) additional reserved diagonal parking spaces west of 4<sup>th</sup> Street along Liberty. Provide entrance to parking lot south of Liberty Street.
- g) Maintain delivery truck access to southeast corner of Travis Building. Provide driveway access to this delivery area from 3<sup>rd</sup> Street and Liberty Street.
- h) Remove row of trees directly behind the Travis building.
- i) Provide pedestrian walkway along Liberty Street from 4<sup>th</sup> Street to southeast entrance of Historic County Courthouse.
- j) Landscaped areas shall be irrigated.
- k) Lighting and signage shall be installed.
- l) Certain items of construction will be performed by County.

#### SCOPE OF SERVICES:

- 1.0 Basic Services  
Huitt-Zollars' Basic Services include:
- 1.1 50% Design Phase
  - 1.1.1 Prepare 50% Plans
  - 1.1.2 Prepare list of Technical Specifications
  - 1.1.3 Initiate accessibility review
  - 1.1.4 Update Preliminary Construction Cost Estimate
  - 1.1.5 Meet with County to discuss 50% design
  - 1.1.6 Coordinate, as needed, with:
    - 1.1.6.1 Texas Department of Transportation
    - 1.1.6.2 City of Richmond
    - 1.1.6.3 Private Utilities
- 1.2 90% Design Phase
  - 1.2.1 Prepare Final Plans and Project Manual to include Technical Specifications and front end documents for submission to County
  - 1.2.2 Finalize accessibility review
  - 1.2.3 Update Final Construction Cost Estimate
  - 1.2.4 Submit 90% Design documents, as required for permitting, to:
    - 1.2.4.1 Texas Department of Transportation
    - 1.2.4.2 City of Richmond
    - 1.2.4.3 Private Utilities
    - 1.2.4.4 TDLR for Accessibility Review
- 1.3 100% Bid Ready Document Phase
  - 1.3.1 Prepare Final Plans and Project Manual to incorporate any comments identified through permitting activities.
  - 1.3.2 Inform County of any adjustments to previous opinions of probable construction cost indicated by changes in requirements or general market conditions.
  - 1.3.3 Furnish County one (1) reproducible copy and a compact disk with electronic copy of approved bid ready plans and project manual.
- 1.4 Bidding Phase Services
  - 1.4.1 Assist County in advertising for and obtaining bids for the Project and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conference, and receive and process Contractor charges for the Bidding Documents.
  - 1.4.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding documents.
  - 1.4.3 Consult with County as to the acceptability of Contractor, subcontractors, suppliers and other individual and entities proposed for the Project.
  - 1.4.4 Attend the Bid opening, prepare Bid tabulation sheets and assist County in evaluating Bids or proposals and in assembling and awarding contracts for the Project.
- 1.5 Construction Phase Services
  - 1.5.1 Review Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit.
  - 1.5.2 Make periodic site visits to the project site (as opposed to providing a full-time Project Representative and observation of the construction work) and provide a written report of activities observed during the visit.
  - 1.5.3 Provide consultation and advice to the County during construction.

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- 1.5.4 Conduct a final inspection of the completed Project with the County.
- 1.5.5 Prepare Record Drawings based on Contractor-provided "As-Built" Drawings. Provide to the County two (2) hard copies of Record Drawings and Project Manual, one (1) reproducible mylar media hard copy of Record Drawings and Adobe Acrobat PDF electronic copies on a compact disk of Record Drawings and Project Manual.

**2.0 Additional Services:**

- 2.1 Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the County, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the County in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- 2.1.1 Topographic and Boundary Surveying
- 2.1.2 Construction Staking and Re-staking
- 2.1.3 Geotechnical Investigation
- 2.1.4 Environmental Assessment
- 2.1.5 Traffic Impact Study
- 2.1.6 Providing a full-time Project Representative during construction to provide further consultation and advice to the County
- 2.1.7 Assistance to the County as expert witness in any litigation, and special technical assistance to prepare for litigation
- 2.1.8 Providing services made necessary by the default of the Construction Contractor, or by major defects or deficiencies in the Work of the Construction Contractor, or by failure of performance of Construction Contractor under the Contract for Construction
- 2.1.9 Any other service not otherwise included in the Basic Services

**3.0 County Provided Services:**

- 3.1 County shall provide Huit-Zollars with the following:
  - 3.1.1 Topographic survey in electronic format
  - 3.1.2 Available drawings and other applicable information
  - 3.1.3 Access to Project site

**COMPENSATION:**

**1.0 Fee**

- 1.1 Our estimated fee for the Basic Services is as follows:

1.1.1	50% Design Phase	\$ 27,000.00 (lump sum)
1.1.2	90% Design Phase	\$ 21,000.00 (lump sum)
1.1.3	100% Bid Ready Documents	\$ 5,000.00 (lump sum)
1.1.4	Bidding Phase	\$ 3,000.00 (lump sum)
1.1.5	Construction Phase	\$ 12,000.00 (lump sum)
	Total	\$ 68,000.00

2.0 Invoicing

- 2.1 Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Cost for expenses to include mileage, reproduction and fees for TDLR review are included in the lump sum fees. Costs for any associated building permits shall be paid by the Construction Contractor.

**SCHEDULE:**

Our schedule for completion of 100% Bid Ready Documents Phase is ninety (90) calendar days from receipt of written authorization to proceed from the County.

**AUTHORIZATION:**

Should our proposal meet with your approval and acceptance, please return a written authorization for our execution. We will schedule the services as soon as we receive your fully executed authorization. If you have any questions, please call.

Sincerely,

HUITT-ZOLLARS, INC.



Gregory R. Wine, P.E., LEED AP  
Senior Vice President

Attachment: Hourly Rate Sheet

Page 4 of 4

# HUITE-ZOLLARS

## HOUSTON HOURLY RATE SHEET

### Engineering/Architecture

Principal-In-Charge.....	\$ 210.00
Sr. Project Manager.....	\$ 180.00
Project Manager.....	\$ 165.00
QA/QC Manager.....	\$ 180.00
Sr. Civil Engineer.....	\$ 175.00
Sr. Structural Engineer.....	\$ 170.00
Sr. Mechanical Engineer.....	\$ 175.00
Sr. Electrical Engineer.....	\$ 175.00
Civil Engineer.....	\$ 165.00
Structural Engineer.....	\$ 160.00
Mechanical Engineer.....	\$ 155.00
Electrical Engineer.....	\$ 155.00
Plumbing Engineer.....	\$ 135.00
EIT.....	\$ 110.00
Sr. Architect.....	\$ 155.00
Architect.....	\$ 145.00
Architect Intern.....	\$ 100.00
Sr. Landscape Architect.....	\$ 140.00
Landscape Architect.....	\$ 90.00
Landscape Architect Intern.....	\$ 80.00
Sr. Planner.....	\$ 170.00
Planner.....	\$ 150.00
Planner Intern.....	\$ 110.00
Sr. Environmental Scientist.....	\$ 160.00
Environmental Scientist.....	\$ 110.00
Sr. Designer.....	\$ 120.00
Designer.....	\$ 110.00
Sr. CADD Technician.....	\$ 118.00
CADD Technician.....	\$ 90.00

### Survey

Survey Manager.....	\$ 155.00
Sr. Project Surveyor.....	\$ 130.00
Project Surveyor.....	\$ 120.00
Surveyor Intern.....	\$ 100.00
Survey Technician.....	\$ 90.00

### Survey Crews

1-Person Survey Crew.....	\$ 78.00
2-Person Survey Crew.....	\$ 125.00
3-Person Survey Crew.....	\$ 175.00
1-Person Survey Crew-GPS.....	\$ 130.00
2-Person Survey Crew-GPS.....	\$ 180.00
3-Person Survey Crew-GPS.....	\$ 220.00

### Construction

Construction Manager.....	\$ 160.00
Resident Engineer.....	\$ 160.00
Resident Project Representative.....	\$ 90.00
Sr. Project Representative.....	\$ 110.00

### Administrative

Sr. Project Support.....	\$ 85.00
Project Support.....	\$ 70.00

### Reimbursable Expenses

Consultants.....	Cost
Other Direct Costs.....	Cost
Mileage.....	Standard Business Mileage Rate

# EXHIBIT B



HUITT-ZOLLARS, INC. | 1500 South Dairy Ashford | Suite 200 | Houston, TX 77077-3858 | 281.496.0066 phone | 281.496.0220 fax | huitt-zollars.com

February 21, 2014

Mr. Donald G. Brady  
Director, Facilities Management and Planning  
Fort Bend County  
301 Jackson Street, Suite 301  
Richmond, Texas 77469

Reference: New Pedestrian Plaza around the Travis Building in Richmond, Texas

Subject: Proposal for Additional Services

Dear Mr. Brady:

Huitt-Zollars, Inc. (Huitt-Zollars) requests authorization of the following additional services on referenced project. The terms and conditions are per our existing agreement with Fort Bend County on referenced project.

**Scope of Addition Services:**

1. Design of a new irrigation system around the historic Fort Bend County Court House.
2. Design of a rainwater harvesting system for the combined irrigation systems for the Travis Building and the Court House.

**Compensation:**

Additional services fee is \$10,140.00 lump sum.

**Authorization:**

Should our proposal meet with your approval and acceptance, please return a written authorization for our execution. If you have any questions, please call. Thank you.

Sincerely,

**HUITT-ZOLLARS, INC.**

Gregory R. Wine, P.E., LEED AP  
Senior Vice President