

STATE OF TEXAS §
COUNTY OF FORT BEND §

AMENDMENT NO. 2 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS SECOND AMENDMENT 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 AUTOARCH Architects LLC, (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 Architectural and Engineering Services, on February 11, 2014, (hereinafter the "Agreement"); and attached hereto as Exhibit B; and

WHEREAS the parties have executed and accepted Amendment No. 1 to the Agreement on May 27, 2014 attached hereto as Exhibit C and incorporated by reference; and

WHEREAS, County has determined that the Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, the parties desire to add Services to the original Scope of Services and increase the compensation provided for in said Agreement; and incorporate the following changes as if a part of the Agreement;

NOW, THEREFORE, the parties do mutually agree as follows:

Article I. Scope of Services

The Scope of Services to be conducted by the Contractor for the County as described in the Agreement is amended to include bidding and printing for permitting fees and specifications for revisions as described in Exhibit A.

Article III. Compensation and Payment

3.1 Contractor's fees shall be set as described in the Agreement and purchase letter attached here as Exhibit A. An additional amount of four thousand five hundred and thirty dollars and no/100 (\$4,530.00) is now made available for the amended Scope of Services described in Article I of this Second Amendment. The Maximum Compensation paid to Consultant for services provided under the Agreement, this amendment and any prior amendment shall not exceed one hundred and five thousand eight hundred and thirty dollars and no/100 cents (\$105,830.00). In no case shall the amount paid by County under this Agreement, this amendment and any prior amendments exceed the Maximum Compensation without an approved change order.

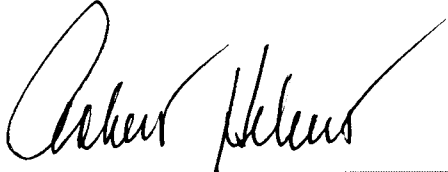
3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

Article IV. Limit of Appropriation

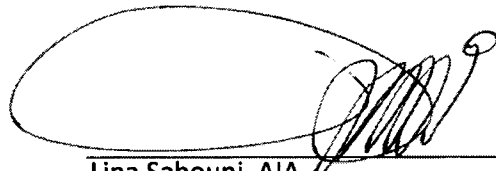
4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Addendum to the Agreement, that County shall have available the total maximum sum of one hundred and five thousand eight hundred and thirty dollars and no/100 cents (\$105,830.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Addendum to the Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and five thousand and eight hundred and thirty dollars and no/100 cents (\$105,830.00).

FORT BEND COUNTY

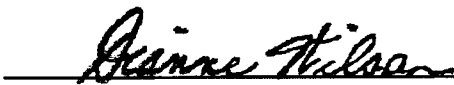

Robert E. Hebert, County Judge

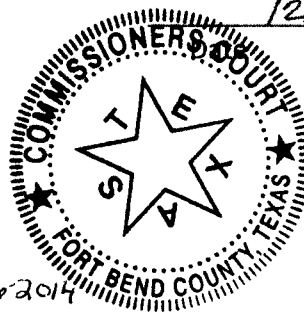
AUTOARCH ARCHITECTS, L.L.C.


Lina Sabouni, AIA
NCARB Principal-in-Charge

12-16-2014
Date

ATTEST:


Dianne Wilson, County Clerk 12-16-2014



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$105,830.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A
to Amendment No. 2

December 2, 2014

Mr Michael Gutierrez
Exec. Assistant
Commissioner Richard Morrison
Comm. Pct.#1
1517 Eugene Heimann Cir., Ste. 300
Richmond, Texas 77469

Project: FBS- Proposal

Dear Michael,

Per our phone conversation and previous discussions requesting to be reimbursed for the \$4,530 as separate from the Architectural Engineering fee the way it was stated in our original proposal.

This proposal for the reimbursable items will include:

Bidding printing cost	Permitting fees	\$ 3,730
Specs revisions related to VE items		\$800

Kindly call with any questions you may have.

Respectfully,



Lina Sabouni, AIA
Principal In Charge

EXHIBIT B

Original Agreement

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AUTOARCH Architects LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide architectural and engineering services related to the addition to the Bud O'Shieles Community Center (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A including reimbursable expenses is ninety-nine thousand and five hundred dollars and no/100 (\$99,500). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of each phase identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of ninety-nine thousand and five hundred dollars and no/100 (\$99,500), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed ninety-nine thousand and five hundred dollars and no/100 (\$99,500).

Article V. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than sixteen (16) months thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Facilities Management and Planning
Department
301 Jackson Street, Suite 301
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: AUTOARCH Architects
6200 Savoy, Suite 100
Houston, Texas 77036

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals

in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XVIII. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XIX. Successors and Assigns

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 the other party, in respect to all covenants of this Agreement.

Article XX. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXI. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article XXII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXIII. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXIV. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 11 day of February, 2014.

FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge
2-11-2014

AUTOARCH ARCHITECTS

[Signature]

Authorized Agent- Signature

LINA SABOUNI, AIA NCARB

Authorized Agent- Printed Name

Principal In charge

Title

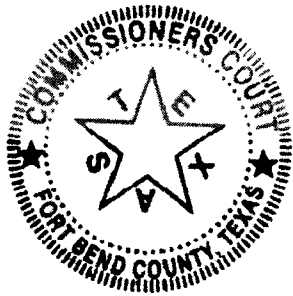
02.03.2014

Date

ATTEST:

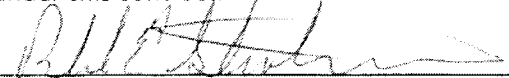
Dianne Wilson

Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 99,500⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

(to the Original Agreement

Scope of Services)

January 9, 2014

Commissioner Richard Morrison
Commissioner Pct.#1
1517 Eugene Heimann Cir., Ste. 300
Richmond, Texas 77469

RE: **Fort Bend County- FBS**

Dear Commissioner Morrison,

AUTOARCH Architects LLC is pleased to present our proposal to serve Fort Bend County in the Architectural and Engineering Services needed for the Renovation/Addition of the Fort Bend Seniors Facility.

Scope of work:

The Architect shall render the following "Basic Services" in connection with the Project:

A. Schematic Design Phase:

1. The Architect shall provide a preliminary evaluation of the FBS's program.
2. Attend preliminary conferences with the County regarding the Project, including preparation and distribution of meeting notes to all concerned parties.
3. Visit the Project site to assess information provided by the County concerning the impact of utility availability to the site
4. Provide appropriate recommendations for the design of proper drainage and any permanent erosion control.
5. When necessary, fields verify visible existing conditions, improvements and utilities for continuity or coordination with the Project to be designed.
6. Identify all design requirements for approval from all governmental/utility agencies and departments having jurisdiction over this Project.
7. Compliance with the development covenants for Commercial Developments.
8. Based on the agreed upon program, schedule and construction budget, the Architect shall review with the County a minimum of three (3) alternative approaches to design of the Project.

Architectural Design/Documentation responding to program requirements:

1. Site plan.
2. Floor plan at 1/8" = 1'-0" scale.
3. All elevations at 1/8" = 1'-0" scale.
4. Two or more building sections at 1/8" = 1'-0" scale.
5. Outline specifications
6. Structural Design/Documentation
7. Mechanical Design/Documentation
8. Electrical Design/Documentation
9. Civil Design/Documentation
10. Landscape Design/Documentation
11. Interior Design/Documentation
12. Presentation
13. Prepare a preliminary estimate of probable construction cost for the Project.
14. Obtain approval of the Schematic design from the County.

B. Design Development Phase:

1. Prepare, from the Schematic Design Documents approved by the County, five (5) copies of Design Development Documents for the Project, which will delineate the following:
 - a. Title Sheet per Public Infrastructure office standard.

- b. Site, Survey, Landscaping Plans:
Building location plan:
- c. Floor Plans.
- d. Elevations.
- e. Section
- f. Details.

C. Construction Documents Phase.

Based on the approved Design Development Documents authorized by the County, the Architect shall prepare, for approval by the County Project Manager, Construction Documents shall include the following:

1. Project manual
2. The information necessary to satisfy the applicable Building Code and all authorities having jurisdiction over the Project.
3. Advise the County of any adjustments to previous statements of probable construction cost.
4. Furnish the County, for review and approval, five (5) 75% complete sets of blue-line prints of the drawings, and five (5) copies of specifications and final updated statements of probable construction costs, for the Project.
5. After incorporating the County's 75% review comments, furnish the County, for review and approval, five (5) 100% complete sets of prints of the drawings, and five (5) copies of the specifications and updated statements of the probable construction costs, for the Project.

After incorporating the County's comments, furnish and deliver to the County one electronic copy of "record drawings in AutoCAD Release 2000 on a CD" and two original set of specifications, for the construction, maintenance, and use of the Project.

D. Bidding and Negotiation Phase:

1. Assist the County in securing bids.
2. Attend and assist County in Pre-Bid Conference.
3. Prepare all necessary and/or customary addenda.
4. Assist in the tabulation and analysis of bids and furnishing recommendations on the award of construction contracts.

AUTOARCH will provide 20 CDs to Purchasing. Each CD must contain 1 PDF file of the plans and 1 PDF file of the front end and specs.

E. Construction Phase:

After the receipt of bids the Architect shall render the following services in connection with the Project for which a construction contract is awarded:

1. Attend and assist County in Pre-Construction Conferences.
2. Make periodic visits
3. Consult with and advise the County during construction.
4. Review shop, laboratory, and mill tests of material and equipment and promptly report to County any deficiencies noted.
5. Review submittals and shop drawings,
6. Review monthly and final estimates.
7. Prepare meeting notes and distribute copies to all attendees at all meetings related to the Project.
8. Participating in constructability reviews, RFI responses and any required ASI notices to contractor during the Construction Phase.
9. Assist the County in monitoring and interpreting:
Performance tests required by specifications; and
The initial startup operation of the Project.
10. Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion; receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the

Contractor; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

Upon completion of construction, Architect shall provide Fort Bend County Two original, one reproducible and an electronic (AutoCAD Release 2011) copy of record drawings showing the building after all of the construction changes have been made ("as built") based upon information concerning field changes maintained and provided by the Contractor.

Fee Schedule:

Our proposed Fee for the renovation/addition design of the Fort Bend Seniors Facility is 7.5% of the construction cost.

Estimated design fee is \$ 99,500.

The design fee will be adjusted based on actual construction cost.

Our fee includes:

Structural Engineering,
Civil Engineering,
MEP Engineering,
Cost Estimate,

Reimbursable items: \$5,000.00

Proposed Project Schedule:

Design Phase:	4-6 Months
Bidding Negotiations	2 Months
Construction Phase	6-8 Months

Thank you again for the opportunity, please call with any questions or comments you may have.

Respectfully



Lina Sabouni, AIA
Principal in Charge



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency-SBS, a service of Seabury and Smith, Inc. 9830 Colonnade Boulevard, Suite 400 PO Box 659520 San Antonio, TX 78265-9520	CONTACT NAME: PHONE (A/C, No, Ext): 888-591-1954 FAX (A/C, No): 210-737-3584 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: SENTINEL INSURANCE CO</td> <td>22403</td> </tr> <tr> <td>INSURER B: HARTFORD INSURANCE GROUP</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SENTINEL INSURANCE CO	22403	INSURER B: HARTFORD INSURANCE GROUP		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED AutoArch Architects, LLC 6200 Savoy #100 Houston, TX 77036															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			54SBAZS5786	01/18/2014	01/18/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			54SBAZS5786	01/18/2014	01/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			54SBAZS5786	01/18/2014	01/18/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	61WBCE6941	03/06/2013	03/06/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation applies in favor of Fort Bend County and are recognized as additional insured for the General and Auto Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**


Fort Bend County Purchasing Department 301 Jackson, suite 201 Richmond, TX 77469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT C
Amendment No. 1

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT NO. 1 TO AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and AUTOARCH Architects LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Architectural and Engineering Services on February 11, 2014, (hereinafter "Agreement"), attached hereto as Exhibit A and incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to add Services to the original Scope of Services and extend the deadline for completion of the Services.


NOW, THEREFORE, the parties do mutually agree as follows:

1. Contractor shall provide a soil report for the addition to the Bud O'Shieles Community Center. The Maximum Compensation for the soil report including reimbursable expenses shall be one thousand eight hundred dollars and no/100 (\$1,800). In no case shall the amount paid by County for the soil report exceed the Maximum Compensation without an approved change order.
2. The time for performance of the Services shall be extended for an additional four (4) months for a total time for performance of twenty (20) months from the date of receipt of the original Notice to Proceed.



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

FORT BEND COUNTY


Robert E. Hebert, County Judge

AUTOARCH ARCHITECTS LLC


Authorized Agent- Signature

LINA SABOUNI, NCARB
Authorized Agent- Printed Name

ATTEST:


Dianne Wilson, County Clerk

Principal in Charge
Title

05.08.2014
Date