

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR
 SHERIFF'S OFFICE ADMINISTRATION BUILDING
 PURSUANT TO SOQ 16-045**

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 Huitt-Zollars, Inc. (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional architectural and engineering services for the proposed Sheriff's Office Administration Building (hereinafter "Services") pursuant to SOQ 16-045; 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, Consultant 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

Section 1. Scope of Services

Consultant shall render Services to County as defined in the Proposal for Architectural and Engineering Services dated August 30, 2016, (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the

Agreement for Professional Architectural and Engineering Services
 Sheriff's Office Administration Building

Page 1 of 10

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.

Section 3. Compensation and Payment

3.1 Consultant'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 Proposal described in Exhibit A is seven hundred thirty-eight thousand dollars and no/100 (\$738,000.00), which includes twenty-five thousand dollars and no/100 (\$25,000.00) in reimbursable expenses. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by Facilities Management & Planning Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (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.

Section 4. Limit of Appropriation

4.1 Consultant 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 seven hundred thirty-eight thousand dollars and no/100 (\$738,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed seven hundred thirty-eight thousand dollars and no/100 (\$738,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than twenty (20) months thereafter. Consultant 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.

Section 6. 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.

Section 7. Termination

7.1 Termination for Convenience – 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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.

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's 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. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Professional Liability insurance may be on a Claims Made form 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 and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant, excluding Professional Liability, 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, Consultant 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.

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential

Information confidential. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information; provided however, that Consultant may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

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

12.5 Consultant 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers

performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

13.2 Consultant 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.

Section 14. 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 & Planning Attn: Director 301 Jackson Street, Suite 301 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Consultant:	Huitt-Zollars, Inc. 1500 South Dairy Ashford, Suite 200 Houston, Texas 77077

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.

Section 15. Compliance with Laws

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Representation

16.1 Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant 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 local professional standard of care.

16.2 Consultant will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

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.

Section 18. 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.

Section 19. Successors and Assigns

County and Consultant 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.

Section 20. Third Party Beneficiaries

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

Section 21. 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.

Section 22. 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 Consultant 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.

Section 23. 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.

Section 24. Conflict

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 6 day of September, 2016.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

HUITT-ZOLLARS, INC.

Gregory R Wine
Authorized Agent - Signature

9-6-2016
Date

Gregory R. Wine
Authorized Agent - Printed Name

ATTEST:
Laura Richard
Laura Richard, County Clerk

Senior Vice President
Title
August 31, 2016
Date

APPROVED:
James Knight
James Knight
Facilities Management/Planning Director



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$738,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\SO Admin\Agreement - A&E.Huitt-Zollars.docx

EXHIBIT A

August 30, 2016

Mr. James Knight
Director, Facilities Management and Planning
Fort Bend County
301 Jackson Street, Suite 301
Richmond, Texas 77469

Reference: Fort Bend County Sheriff's Office Administration Building

Dear Mr. Knight:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional architectural and engineering services to Fort Bend County (County) for the new Sheriff's Office Administration Building in Richmond, Texas (Project). Our proposal is based upon the scope of services, compensation, schedule, and the terms and conditions in the County's Standard Professional Services Agreement.

The Project scope includes design of a new Administration Building (3 story, +/- 48,000 SF) along with parking for approximately 300 vehicles. The project site encompasses approximately four (4) acres of vacant land located northwest of the intersection of Williams Way Boulevard and Golfview Drive. The front of the building will face east and front Williams Way Boulevard. Parking for County vehicles will be secured. Parking for the public and day workers shall be unsecured. Utilities for the project will be sized to accommodate the future expansion of the Juvenile Justice Facilities to the west of the Project. A concrete pathway for golf carts will be constructed between the County Jail and the new Administration Building. Construction budget is \$9.2 million. Procurement of construction contractor shall be by competitively sealed proposals.

SCOPE OF SERVICES:

1.0 Basic Services

1.1 SCHEMATIC DESIGN PHASE - Based on a building program and conceptual site plan provided by the County, Huitt-Zollars shall coordinate with Fort Bend County, the City of Richmond, Fire Marshal and Building Officials for development requirements and conduct code research and analysis. Huitt-Zollars shall prepare and submit to the County for review and comment Schematic Design Documents that consist of the following:

1.1.1 Site Plan showing:

- a. Access and circulation
- b. Building location
- c. Parking
- d. Landscaping areas
- e. Fencing with gates
- f. Concrete Pathway
- g. Utilities
- h. Drainage

1.1.2 Floor Plans

1.1.3 3-D color Exterior Elevations

1.1.4 Structural System with major grid lines

1.1.5 Energy Code Analysis

1.1.6 Prepare statement of probable construction cost

1.1.7 Submit five (5) hard copy half size plan sets for review by the County

1.1.8 Upon completion of County review, meet with County to review comments.

- 1.2 DESIGN DEVELOPMENT PHASE - Based on County-approved Schematic Design Documents, Huitt-Zollars shall prepare and submit to the County for review and comment Design Development Documents that establish the scope, relationship, form, size and appearance of the Project. Huitt-Zollars shall:
 - 1.2.1 Prepare Design Development-level drawings that include:
 - a. Floor plans, interior and exterior elevations, building sections
 - b. Structural layouts
 - c. Mechanical, Electrical and Plumbing layouts
 - d. Site plan showing locations of utilities, drainage improvements and paved areas
 - 1.2.2 Prepare outline specifications that identify major materials and systems and establish in general their quality levels.
 - 1.2.3 Provide recommendations for interior finish materials and color selections
 - 1.2.4 Prepare an updated statement of probable construction cost.
 - 1.2.5 Coordinate with the County to identify any County-provided equipment to be received and installed by the Construction Contractor.
 - 1.2.6 Submit five (5) hard copy half size plan sets for review by the County.
 - 1.2.7 Upon completion of County review, meet with County to review comments.
- 1.3 CONSTRUCTION DOCUMENTS PHASE - Based on County-approved Design Development documents, Huitt-Zollars shall:
 - 1.3.1 Prepare construction documents (plans and specifications) that set forth in detail the requirements for the construction of the project. The drawings and specifications shall establish in detail the quality levels of material and construction of the Project.
 - 1.3.2 Inform the County of any adjustments to previous opinions of probable construction cost indicated by changes in requirements or general market conditions.
 - 1.3.3 Submit approved construction documents to Texas Department of Licensing and Regulation (TDLR) for ADA Accessibility Review. Huitt-Zollars will review comments received from ADA review and modify drawings as necessary.
 - 1.3.4 Submit five (5) hard copy half size plan sets for review by the County.
 - 1.3.5 Upon completion of County review, meet with County to review plans.
 - 1.3.6 Furnish to the County three (3) hard copies and a compact disk with electronic copy of approved plans, specifications and project manual.
- 1.4 PROPOSAL PHASE - After acceptance by County of the Construction Documents and the most recent opinion of probable Construction Cost, Huitt-Zollars shall:
 - 1.4.1 Attend pre-proposal conference.
 - 1.4.2 Issue addenda as appropriate to clarify and address questions concerning the construction documents.
 - 1.4.3 Attend the Proposal opening
 - 1.4.4 Assist County in evaluating proposals
 - 1.4.5 Assist County in assembling and awarding the construction contract for the Project.
- 1.5 CONSTRUCTION ADMINISTRATION PHASE – Upon award of a construction contract, Huitt-Zollars shall:
 - 1.5.1 Attend Pre-Construction and construction progress meetings.
 - 1.5.2 Review and process submittals, shop drawings, and Requests for Information.
 - 1.5.3 Review Construction Materials Testing (CMT) reports. CMT shall be performed by others under separate contract with the County.
 - 1.5.4 Review applications for payment.
 - 1.5.5 Coordinate with County on Requests for Change Proposals and Change Orders.

- 1.5.6 Advise the County on questions and concerns from the contractor.
- 1.5.7 During construction, Huitt-Zollars shall visit the site monthly in conjunction with the construction meetings in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Huitt-Zollars to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the construction documents.
- 1.5.8 Based on these visits, Huitt-Zollars shall provide a site visit report to keep the County informed about the progress of the work and shall advise the County about any observed deficiencies in the Work.
- 1.5.9 Huitt-Zollars shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
- 1.5.10 Conduct Substantial Completion Inspection, coordinate with County to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- 1.5.11 Provide support services as needed during the project close out process.
- 1.5.12 Obtain and review close-out submittal from the contractor for completeness before transmitting to the County, which include but are not limited to:
 - a. Contractor's red lined, "as-built" drawings
 - b. Warranty information
 - c. Material Safety Data Sheet (MSDS)
 - d. Operating Manuals
 - e. Start up and testing reports
 - f. Building commissioning report (if required in construction documents)

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 scope and fee but can be provided by Huitt-Zollars, Inc. under additional authorization and compensation from the County. Such additional services may include:
 - 2.1.1 Full time, on-site Construction Management and Inspection Services
 - 2.1.2 Prepare plans and specifications for furniture, furnishings and equipment
 - 2.1.3 Topographic, Boundary, Easement and Platting Survey Services
 - 2.1.4 LEED Certification Services
 - 2.1.5 Geotechnical Investigations
 - 2.1.6 Environmental Investigations
 - 2.1.7 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
 - 2.1.8 Any changes to and/or out-of-scope work not included or specifically noted in the Basic Services

3.0 County-Provided Services

- 3.1 County shall provide Huitt-Zollars with the following:
 - 3.1.1 Access to Project Site
 - 3.1.2 Topographical and Utility location Site Survey (Hard and Electronic copies)
 - 3.1.3 Geotechnical Report with design recommendations for building foundation, utility construction and concrete pavement and treated subgrade thicknesses

July 20, 2016
James Knight
Sheriff's Administration Building

COMPENSATION:

1.0 Fee Budget

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

Schematic Design Phase	\$ 107,000	(Lump Sum)
Design Development Phase	\$ 143,000	(Lump Sum)
Construction Documents Phase	\$ 320,000	(Lump Sum)
Proposal Phase	\$ 14,000	(Lump Sum)
Construction Administration Phase	\$ 129,000	(Lump Sum)
Total Basic Services Fee	\$ 713,000	

2.0 Reimbursable Expenses

Reimbursable expenses shall include fees associated with TDLR ADA Accessibility Submittal, Review and Inspection; reproduction and outside service fees. Expenses shall be compensated based upon the attached Hourly Rate Sheet and are estimated to be \$ 25,000.00.

3.0 Total Estimated Budget

Our total estimated budget for this project is \$ 738,000.00.

4.0 Invoicing

Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Hourly tasks shall be invoiced based on number of hours worked per the attached Hourly Rate Sheet.

SCHEDULE:

We anticipate the following project schedule:

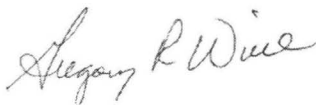
Schematic Design	6 weeks
Design Development	8 weeks
Construction Documents	24 weeks

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please return a County Agreement for our signature. If you have any questions, please call.

Sincerely,

HUITT-ZOLLARS, INC.



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

Attachments: Hourly Rate Sheet

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE is located in the Hobby Building, 333 Guadalupe, Suite 2-305, Austin, TX 78701. Telephone no. 512-305-9000.

HUITT-ZOLIARS

Houston West

2016

HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge	\$ 240.00
Sr. Project Manager	\$ 205.00
Project Manager	\$ 175.00
QA Manager	\$ 185.00
Sr. Civil Engineer	\$ 180.00
Sr. Structural Engineer	\$ 185.00
Sr. Mechanical Engineer	\$ 180.00
Sr. Electrical Engineer	\$ 185.00
Civil Engineer	\$ 170.00
Structural Engineer	\$ 165.00
Mechanical Engineer	\$ 150.00
Electrical Engineer	\$ 150.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 115.00
Sr. Architect	\$ 185.00
Architect	\$ 150.00
Architect Intern	\$ 115.00
Sr. Landscape Architect	\$ 155.00
Landscape Architect	\$ 110.00
Landscape Architect Intern	\$ 90.00
Sr. Planner	\$ 205.00
Planner	\$ 120.00
Planner Intern	\$ 80.00
Sr. Interior Designer	\$ 110.00
Interior Designer	\$ 95.00
Interior Designer Intern	\$ 75.00
Sr. Designer	\$ 130.00
Designer	\$ 120.00
Sr. CADD Technician	\$ 125.00
CADD Technician	\$ 90.00

Survey

Survey Manager	\$ 155.00
Sr. Project Surveyor	\$ 130.00
Project Surveyor	\$ 120.00
Surveyor Intern	\$ 115.00
Survey Technician	\$ 100.00

Survey Crews

1-Person Survey Crew	\$ 95.00
2-Person Survey Crew	\$ 140.00
3-Person Survey Crew	\$ 165.00

Construction

Construction Manager	\$ 175.00
Resident Engineer	\$ 160.00
Sr. Project Representative	\$ 120.00
Resident Project Representative	\$ 95.00

Administrative

Sr. Project Support	\$ 95.00
Project Support	\$ 70.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-6773

Date Filed:
01/28/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Huitt-Zollars, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County, Texas

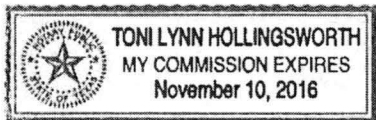
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
SOQ 16-045
Professional Architectural Services related to Fort Bend County Facilities Projects

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zollars, Robert	Dallas, TX United States	X	
Huitt, Larry	Dallas, TX United States	X	
Phillips, Robert	Dallas, TX United States	X	
McDermott, Robert	Dallas, TX United States	X	
Wall, Cliff	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Cliff Wall, CEO

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Cliff Wall, this the 28 day of January 2016, to certify which, witness my hand and seal of office.

Toni Lynn Hollingsworth Signature of officer administering oath
 Toni Lynn Hollingsworth Printed name of officer administering oath
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Huitt-Zollars, Inc.
Dallas, TX United States

Certificate Number:
2016-6773

Date Filed:
01/28/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County, Texas

Date Acknowledged:
09/06/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
SOQ 16-045
Professional Architectural Services related to Fort Bend County Facilities Projects

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zollars, Robert	Dallas, TX United States	X	
	Huitt, Larry	Dallas, TX United States	X	
	Phillips, Robert	Dallas, TX United States	X	
	McDermott, Robert	Dallas, TX United States	X	
	Wall, Cliff	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath