

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL 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 Merriman Holt Powell Architects, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on February 2, 2016, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

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

1. County shall pay Contractor an additional fourteen thousand dollars and 00/100 (\$14,000.00), including reimbursable expenses in an amount not to exceed five hundred dollars and 00/100 (\$500.00), for the landscape architecture services as described in the Proposal dated February 15, 2017 accompanying Contractor's request for an amendment dated February 16, 2017, both attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed four hundred twenty-nine thousand four hundred sixty dollars and 00/100 (\$429,460.00), authorized as follows:
 \$415,460.00 under the Agreement; and
 \$14,000.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. County and Contractor agree that prior to entering into the Agreement, County determined Contractor was the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications. Further, the Agreement was based on a fair and reasonable amount of compensation negotiated between the parties as required under Chapter 2254 of the Texas Government Code.

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

FORT BEND COUNTY


Robert E. Hebert, County Judge

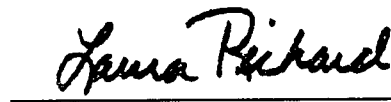
MERRIMAN HOLT POWELL ARCHITECTS, INC

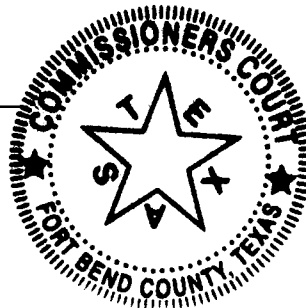

William H. Merriman, AIA

March 7, 2017
Date

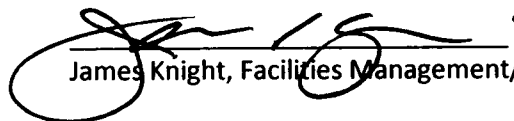
2/17/2017
Date

ATTEST:

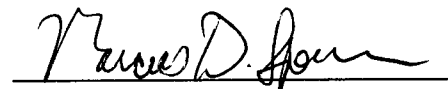

Laura Richard, County Clerk



APPROVED:

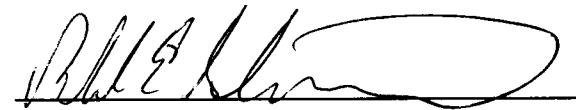

James Knight, Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$429,460. to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

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EXHIBIT A

February 16, 2017

Mr. James Knight, Architect
Director of Facilities
Fort Bend County
301 Jackson St.
Richmond, Texas

Jamie, Merriman Holt Powell has received the attached proposal from Asakura Robinson Company for Landscape Architecture Services for the Missouri City Branch of the Fort Bend County Library. We are requesting an amendment to our contract of \$14,000, which will include reimbursable expenses.

Thank you for your assistance with this.

Merriman Holt Powell Architects, Inc.

A handwritten signature in black ink, appearing to read 'wm', with a long horizontal stroke extending to the right.

William H. Merriman, AIA

February 15, 2017

Proposal

Mr. Bill Merriman, AIA
Merriman Holt Powell Architects
3900 Essex Lane 200, Houston, TX 77027

Re: Fort Bend County Missouri City Library Landscape Architecture Proposal

Asakura Robinson Company (AR) is pleased to submit this landscape architecture services proposal for the above mentioned project. Our firm has built our reputation on our strength in working with owners, architects and other consultants and we welcome this opportunity to work with you and your team in creating a high quality project.

A. Scope of Work

1. Landscape design criteria shall meet the client's need and expectation as well as Missouri City and Fort Bend County landscape requirements.
2. Pedestrian hardscape design.
3. Irrigation design.
4. Site furnishing and landscape lighting plans.
5. Construction review.

Task I: Preliminary Design

1. Meet with the client to discuss the project expectation and general character of the project.
2. Visit the site and note the general character of the site.
3. Develop an overall landscape design concept.
4. Develop Preliminary opinion of probable construction cost the client review.
5. Review Preliminary landscape plan with client and the architect for comments and revise per client requests.

Task II: Construction Documents

Based upon the client approved Preliminary plans and estimated construction budgets, AR shall prepare construction documents for the project, including the following:

1. Prepare tree preservation plans and details (if applicable).
2. Prepare a hardscape layout plan and construction details.
3. Prepare irrigation plans and installation details.
4. Prepare landscape plan, planting details and plant schedules.
5. Prepare construction specifications for landscape portion of work.

Task III: Construction Phase

1. Assist client and architect during bidding or pricing process if requested.

2. Attend pre-bid and pre-construction meetings if requested.
3. AR shall provide monthly site visits to review work progress specified in the contract documents. Field notes shall be published to the architects and owner. Additional site visits shall be provided as an additional service, at the rates below, with prior approval from client.
4. Respond to RFI and prepare ASI documentation as necessary.
5. Review submittals, shop drawings, samples, product data, and any other contractor / vendor submitted documents and make recommendations as necessary.
6. Conduct punch list.

B. Compensation

Task I	Preliminary Design	\$ 4,000.00
Task II	Construction Document	\$ 7,500.00
Task III	Construction Phase	\$ 2,000.00
Total		\$ 13,500.00

Fees and reimbursable costs shall be billed monthly as a percentage of work completed or actual costs for additional services and reimbursables as defined herein.

Reimbursable expenses are expenditures for the project made by AR and consultants in the interest of the project plus an administrative fee of **10%**. Reimbursable expenses include, but are not limited to travel expenses, costs of reproduction, postage, and other similar project – related expenditures. Reimbursable expenses shall not exceed \$500.00 without prior approval by Client.

C. Exclusions to Scope of Services and Additional Services

1. Client shall provide the following information as required for performance of the work. AR assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should AR be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.
 - a) Topography, boundary surveys and Legal descriptions of property.
 - b) Existing site engineering and utility base information.
 - c) Soils Engineering, Geo-technical, Civil engineering, MEP, Structural engineer and other Consultant services if required.
2. Additional Services include but are not limited to:
 - a) Work requested and or authorized by the Client not defined in the 'Scope of Work' or revisions and changes to Client approved drawings and the preparation of alternatives or change orders requested by the Client.
 - b) Preparation of as-built drawings or of measured drawings or existing conditions.
 - c) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.

Hourly rates for Additional Services:

Keiji Asakura	Principal	\$ 187/hr
Pat Chang	Principal	\$ 144/hr
Staff	3.0 x direct personal expense (DPE)	

D. Jurisdiction and Termination

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337 Phone / (512) 305-8900 TERMINATION - If the Client should decide to terminate this Agreement, he shall give ARC seven (7) days written notice and shall pay for all services rendered to the date of termination. AR reserves the right to terminate this contract upon fifteen (15) days notice if any amount billed to client is 90 days past due.

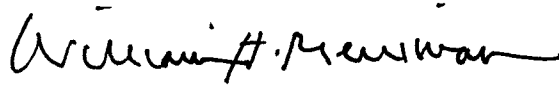
We appreciate your consideration of our firm, and we look forward to working with you. If this proposal meets your approval, please sign and return one (1) copy to our office at your earliest convenience.

Yours truly,



Keiji Asakura, Principal
Asakura Robinson Company LLC

February 15, 2017



Merriman Holt Powell Architects

Date 2/15/2017

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.

Merriman Holt Powell Architects
Houston, TX United States

Certificate Number:
2017-168584

Date Filed:
02/17/2017

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

Date Acknowledged:

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.

24972

Amendment to Professional Services agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Holt, Dan	Houston, TX United States	X	
	Powell, Jim	Houston, TX United States	X	
	Merriman, Bill	Houston, 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.

William H. Merriman

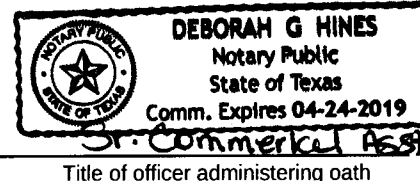
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William H. Merriman, this the 17 day of Feb, 2017, to certify which, witness my hand and seal of office.

Deborah G. Hines
Signature of officer administering oath

Deborah G. Hines
Printed name of officer administering oath



Sr. Commercial Asst
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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Houston, TX United States

Certificate Number:
2017-168584

Date Filed:
02/17/2017

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

Date Acknowledged:
03/07/2017

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.

24972
Amendment to Professional Services agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
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	Powell, Jim	Houston, TX United States	X	
	Merriman, Bill	Houston, 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