

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

THIS SECOND 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"), as subsequently amended by document dated March 7, 2017 (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to reflect additional owner-requested design services and an increase in the Reimbursable Expense Allowance under the Agreement.

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


1. County shall pay Contractor an additional twenty-three thousand four hundred eighty-seven dollars and no/100 (23,487.00) to perform the additional Services requested by the County and increase Contractor's Reimbursement Expense Allowance under the Agreement as described in Contractor's request dated July 5, 2017 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed four hundred fifty-two thousand nine hundred forty-seven dollars and no/100 (\$452,947.00), authorized as follows:
 \$415,460.00 under the Agreement;
 \$14,000.00 under the Amendment; and
 \$23,487.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without an agreement executed by the parties.

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

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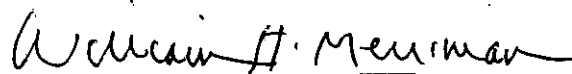
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY


Robert E. Hebert, County Judge


July 25, 2017
Date

MERRIMAN HOLT POWELL ARCHITECTS, INC


William H. Merriman, AIA

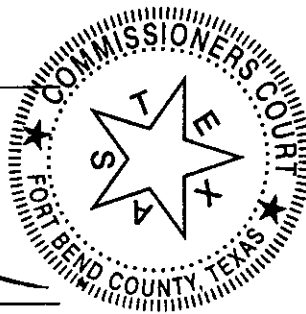
July 12, 2017
Date

ATTEST:


Laura Richard, County Clerk

APPROVED:


James Knight, Director
Facilities Management & Planning



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 \$452,947.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

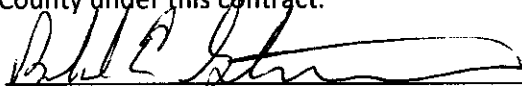

Robert Ed Sturdivant, County Auditor

EXHIBIT A

July 5, 2017

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

Jamie, we are requesting an increase in Merriman Holt Architects' Reimbursable Expense Allowance to \$22,000 from \$10,000. Among the additional reimbursable expense items are the permit fee to Missouri City and fees related to Texas Accessibility Standards.

In addition, we are requesting fees for work related to the parking lot addition and the new entry canopy, neither of which were part of our original scope of work. Our fee for that work would be \$11,487.

We are requesting an amendment to our contract reflecting both of these items.

Thank you for your assistance with this.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Merriman', with a stylized flourish at the end.

William H. Merriman, AIA

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**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.

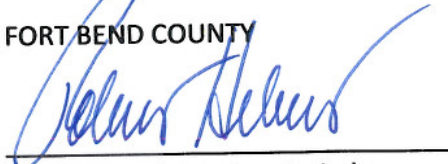
NOW, THEREFORE, the parties do mutually agree as follows:

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 'W. H. Merriman', with a long horizontal stroke extending to the right.

William H. Merriman, AIA

Proposal

February 15, 2017

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	<u>\$ 2,000.00</u>
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

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AGREEMENT FOR PROFESSIONAL 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 Merriman Holt Powell Architects, 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 an addition to and renovation of the existing Missouri City Branch of the Fort Bend County Library (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, 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 dated January 7, 2016, (attached hereto as Exhibit A).

Section 2. Personnel

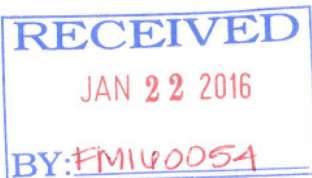
2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, 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

Missouri City Library Expansion

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 four hundred fifteen thousand four hundred sixty dollars and no/100 (\$415,460.00). 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 & Planning Director, one (1) electronic (pdf) or one (1) original 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 four hundred fifteen thousand four hundred sixty dollars and no/100 (\$415,460.00), 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 four hundred fifteen thousand four hundred sixty dollars and no/100 (\$415,460.00).

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-four (24) 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. 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 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 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Consultant:	Merriman Holt Powell Architects, Inc. Attn: William H. Merriman, AIA 3900 Essex Lane, Suite 200 Houston, Texas 77027

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 Attachment 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.


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 ____ day of _____, 2016.

Fort Bend County


Robert E. Hebert, County Judge

2-2-16
Date

Merriman Holt Powell Architects, Inc.


William H. Merriman, AIA

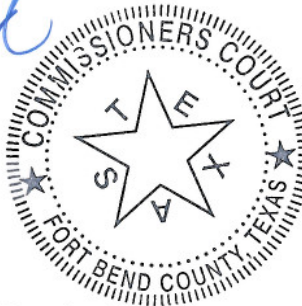
1/20/2016
Date

ATTEST:


Laura Richard, County Clerk

APPROVED:


James Knight, Facilities Management/Planning Director

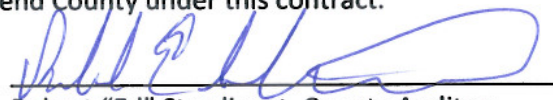


APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 415,460.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert "Ed" Sturdivant, County Auditor

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EXHIBIT A

January 7, 2016

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

Jamie, Merriman Holt Powell Architects is pleased to submit this agreement for Architectural and Engineering Services for an addition to and renovation of the existing Missouri City Branch of the Fort Bend County Library. For the purpose of this proposal, Merriman Holt Powell Architects will be identified as MHP and Fort Bend County as FBC.

A. SCOPE OF SERVICES

The scope of the project includes an addition of approximately 9,600 SF, along with the renovation of and technology upgrades to the 18,450 SF library. The scope of Architectural Services is as described in detail in the AIA Document B-101 – 2007 “Standard Form of Agreement Between Owner and Architect”.

B. CONSULTANT SERVICES

MEP, Structural and Civil Engineering Services along with IT are included as part of MHP's Basic Services, as well as IT and A/V Systems Design. MHP is recommending the following consultants:

Structural Engineering:	CJG Engineers, Inc.
MEP Engineering	DBR Engineering Consultants, Inc.
Civil Engineering	Wayne Salinger

The IT/AV consultants will be selected with input from FBC.

C. COMPENSATION

Fees for Basic Services described in Sections A and B will be a Lump Sum of \$405,460.

Fees for Architectural and Engineering Services will be billed at the following percentages:

Phase 1 – Schematic Design	20%
Phase 2 – Design Development	20%
Phase 3 – Construction Documents	35%
Phase 4 – Bidding/Negotiation	5%
Phase 5 – Construction Administration	20%

3900 Essex Lane, Suite 200
Houston, Texas 77027-5133
Tel 713 522-2885 Fax 713 524-4151
www.merrimanholt.com

D. ADDITIONAL SERVICES

Additional Services will include any services requested by FBC beyond the scope of this proposal. Hourly rates for approved Additional Services are as follows:

Partners – Bill Merriman, Dan Holt and Jim Powell	\$210/hour
Principals - Michelle Carter and Jose Fernandez	\$160/hour
Senior Staff - Chung Dinh, John Montag and Darrell McDaniel	\$120/hour
Professional Staff	\$95/hour
Support Staff	\$75/hour

E. REIMBURSABLE EXPENSES

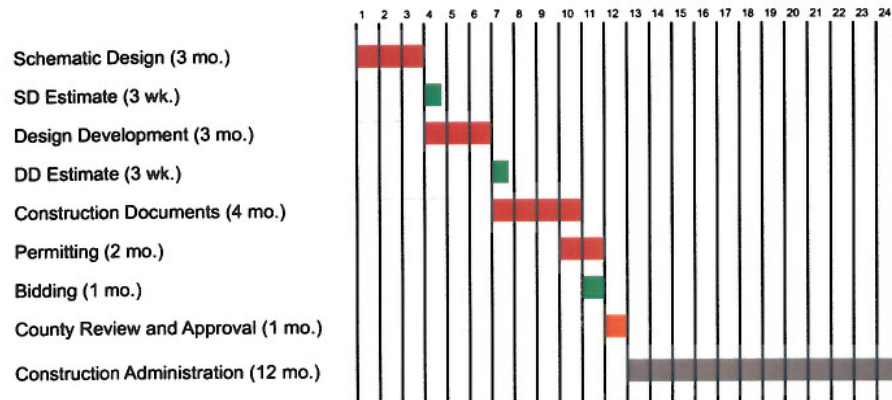
MHP will include an allowance of \$10,000 for reimbursable expenses. Reimbursable expenses will be billed at actual cost and will include all costs of reproduction and plotting, special mailings and deliveries, professional renderings, and mileage expenses. Detailed billings will be presented supporting such reimbursable expenses.

E. PAYMENT

Invoices for basic and additional services shall be mailed on or before the first (1st) of the month and shall be payable on or before the thirtieth (30th) of the same month.

F. SCHEDULE

We anticipate the following schedule:



G. **AGREEMENT**

This proposal shall serve as the Agreement for the services described above.

We are excited about the opportunity to work with you and Fort Bend County on this important project! If this proposal meets with your approval, please sign and return to our office. A copy is provided for your records.

Sincerely,

Merriman Holt Powell Architects, Inc.

Fort Bend County

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

William H. Merriman, AIA

By:

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, Inc.
Houston, TX United States

Certificate Number:
2017-236320

Date Filed:
07/13/2017

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:

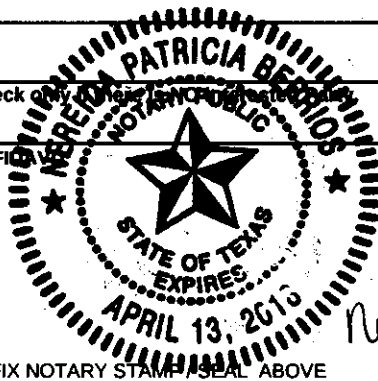
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24972
Second amendment to professional services agreement

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

5 Check only if there is no public hearing. ☐

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



AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William Herrick Merriman this the 13th day of July, 2017, to certify which, witness my hand and seal of office.

William H. Merriman

Patricia Berrios Signature of authorized agent of contracting business entity

Signature of officer administering oath

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.
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Merriman Holt Powell Architects, Inc.
Houston, TX United States

Certificate Number:
2017-236320

Date Filed:
07/13/2017

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:
07/25/2017

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
Second amendment to professional services agreement

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