

STATE OF TEXAS                    §  
   §  
 COUNTY OF FORT BEND           §

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

**THIS THIRD 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 and amended by document dated July 25, 2017 (hereinafter "Amendments"); 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 \$41,600.00 (forty one thousand six hundred dollars and 00/100) 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 June 24, 2019, 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 ninety-four thousand five hundred forty-seven and no/100 (\$494,547), authorized as follows:
  - \$415,460.00 under the Agreement;
  - \$14,000.00 under the Amendment; and
  - \$23,487.00 under the Second Amendment; and
  - \$41,600.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and the Amendments 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.

[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 date signed by the final party.

FORT BEND COUNTY

KP George  
KP George, County Judge

MERRIMAN HOLT POWELL ARCHITECTS, INC

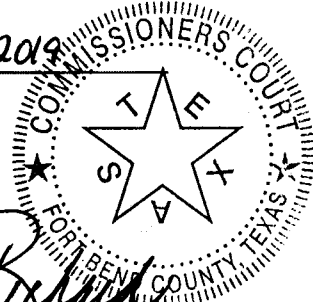
William H. Merriman, AIA  
William H. Merriman, AIA

8-6-2019  
Date

July 30, 2019  
Date

ATTEST:

Laura Richard  
Laura Richard, County Clerk



APPROVED:

James Knight  
James Knight, Director  
Facilities Management & Planning

APPROVED AS TO LEGAL FORM:

Michelle L. Turner  
Michelle L. Turner  
General Counsel Division Chief

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 494,547.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

June 24, 2019

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

**Jamie**, we are requesting fees for additional services in the amount of \$40,000 and an increase in our cap for reimbursable expenses in the amount of \$1,600.

We are requesting additional **Civil Engineering services** of \$10,000. These services include Construction Administration services that were not part of MBCO's original agreement and \$3,500 for services related to dealing with the MUD. A copy of their proposal is attached.

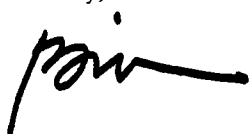
We are requesting additional **Architectural Services** of \$30,000. The original construction contract with Paradigm was signed on October 17, 2017. Paradigm's original completion date was November 2018. Beyond the six months of additional Construction Administration services, in January of 2019 we started meeting on a weekly basis in an effort to do everything possible to expedite delivery of the building. As you know, a two-week meeting schedule is normal in the industry and is what we anticipated in our fee. Our Project Manager Michelle Carter has spent a tremendous amount of time dealing with various construction issues. Our projected CA fees were just over \$5,000/month for 12 months. We are requesting that \$5,000/month for an additional six months of services. Given the amount of time the project has taken we believe this request is fair.

Given the extended schedule of the project, our reimbursable expenses have also increased. We are requesting an increase in our cap for reimbursable expenses to \$23,600. This is an increase of \$1,600.

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

**This has been an extremely important project for our office**, and we have greatly appreciated the County's dedicated and talented staff with whom we have worked very closely. With their help, we believe we have created a library that will serve Fort Bend County and the Missouri City community well. Thank you for the opportunity.

Sincerely,



William H. Merriman, AIA



WBE | DBE  
SBE | HUB  
CERTIFIED

**PROPOSAL FOR CONSTRUCTION ADMINISTRATION SERVICES**

May 18, 2019

Merriman Holt Powell Architects  
3900 Essex Ln  
Houston, TX 77027  
Attn: Michelle Carter

Re: Fort Bend County Facilities Management and Planning – Additional Services for Construction Administration.

Dear Ms. Carter:

MBCO Engineering, LLC (MBCO) was contracted to provide civil design services to support Merriman Holt Powell Architects on the Missouri City Library Extension Project in Missouri City, TX. The contract was with Merriman Holt Powell Architects that was with Fort Bend County. After the completion of the design, MBCO has been added to perform Construction Administration services for which MBCO was not contracted to perform.

During the Construction Administration phase, MBCO will perform the following tasks on behalf of the County and City of Missouri City and Merriman Holt Powell Architects:

- Attended and conducted pre-construction meeting.
- Addressed Request for Information (RFIs), reviewed and approved shop drawings.
- Attended numerous site visits to discuss utility concerns by contractor.
- Address Comments from Blue Ridge MUD
- Attend Punch list walkthrough

MBCO is requesting a supplemental adjustment for the lump sum cost of \$5,000 to cover effort performing the above tasks.

**FEE PROPOSAL**

The costs included to complete the above scope of services is broken down below:

Construction Administration/Meetings/Pre-con meeting	\$5,000.00
Address comments from Blue Ridge MUD	\$3,500.00
Attend Substantial walkthrough and develop punch list	\$1,500.00
<b>Total</b>	<b>\$ 10,000.00</b>

## Add-on Services

One of the comments from Blue Ridge MUD is to provide the recorded Plat. In doing initial due diligence, there is no plat for the 18-acre property just a deed. Should the County and Missouri City want a plat created then it will require a meeting with the City and the County to determine the level of effort required to develop the plat. The following are just a few things that Missouri City requires:

Traffic Impact Analysis  
Drainage Impact Analysis  
Full Topographical Survey and Metes and Bounds Determination  
Encumbrance Letters  
Utility Layouts  
Drainage Layouts

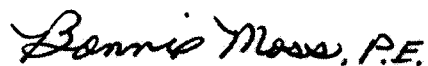
Since this effort would have to possibly be for the entire property including all buildings which include City Hall, Library and all adjacent facilities we recommend only a meeting to determine the effort required for this Add-On Service.

Fee for Due Diligence and Meeting: \$ 500.00

Should after the meeting, the County and Missouri City want to proceed with the platting effort then MBCO will provide a proposal and fee under separate contract or a supplement to the existing contract.

We thank you in advance for considering this proposal to the contract and look forward to hearing back from you. Should you have any questions please contact me at 281-760-1656 or 281-638-1042 or at [bonnie.moss@mbcoengineering.com](mailto:bonnie.moss@mbcoengineering.com).

Sincerely,



Bonnie Moss, P.E.  
President  
MBCO Engineering, LLC

# 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:  
 2019-523172

Date Filed:  
 07/30/2019

**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:  
 08/06/2019

**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  
 3rd amendment to professional services agreement.

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)