

STATE OF TEXAS	§
	§
	§
COUNTY OF FORT BEND	§

**FIRST AMENDMENT TO  
 AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES  
 FORT BEND COUNTY PUBLIC SAFETY ANNEX**

THIS First Amendment to the AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FORT BEND COUNTY PUBLIC SAFETY ANNEX 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 Rey De La Reza Architects, Inc. (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

**RECITALS**

WHEREAS, on or about AUGUST 13, 2019 the Parties entered into the AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FORT BEND COUNTY PUBLIC SAFETY ANNEX which is incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as following changes to be effective as of the date executed by both Parties, unless otherwise noted herein:

1. Contractor shall provide surveying work as described in Exhibit B dated May 22, 2020 for an amount not to exceed fifteen thousand six hundred dollars (\$15,600.00) including travel and expenses (if any).
2. The Maximum Compensation shall be increased to an amount not exceed three hundred nineteen thousand three hundred fifty dollars and no/100 (\$319,350.00) for the original Scope of Services and additional Engineering Services. In no case shall the amount paid by County to Contractor under the Agreement or this Amendment No. 1 exceed the Maximum Compensation without an approved change order.
3. The time for performance of the Services in Exhibit B shall be in compliance with the Agreement.
4. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL

BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

FORT BEND COUNTY

*KP George*  
County Judge KP George

\_\_\_\_\_  
KP George, County Judge

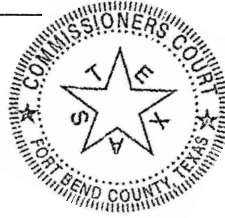
6/23/2020

\_\_\_\_\_  
Date

ATTEST:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk



APPROVED:

*James Knight*  
\_\_\_\_\_  
James Knight  
Facilities Management/Planning Director

APPROVED AS TO LEGAL FORM:

*Michelle L. Turner*

\_\_\_\_\_  
Michelle L. Turner  
Assistant County Attorney  
General Counsel Division Chief

REY DE LA REZA ARCHITECTS, INC

*Howard E. Merrill III*

\_\_\_\_\_  
Authorized Agent – Signature

Howard E. Merrill III

\_\_\_\_\_  
Authorized Agent – Printed Name

Principal

\_\_\_\_\_  
Title

6/4/2020

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 319,350.00 to accomplish and pay the obligation of Fort Bend County under this contract.



---

Robert Ed Sturdivant, County Auditor

i:\agreements\2020 agreements\facilities\rdlr\first amend agreement - ae svcs.rdlr 6.3 mlt.docx

# EXHIBIT B

Lorie Westrick, AIA | Principal  
Howard Merrill, AIA | Principal  
Daniel Ortiz, AIA | Principal  
Jennifer DaRos | Principal

22 May 2020

Mr. James Knight  
Director of Facilities  
Fort Bend County  
301 Jackson St., Suite 301  
Richmond, Texas 77469

RE: Additional Service Fee Proposal for Architectural and Engineering Services for  
**Fort Bend Public Safety Annex**

Dear Mr. Knight:

RDLR Architects, Inc. is pleased to present this fee proposal to provide additional engineering services for the New Fort Bend County Public Safety Annex. These fees are based on our understanding of the anticipated professional services for the design, construction documents, bidding, and construction administration phases of the work. The anticipated scope of professional services required for this project is described below:

**A. PROJECT DESCRIPTION**

1. Design offsite storm outfall to tie into existing inlet or manhole at southwest corner of commercial tract per Landmark. Coordinate with City, Landmark and MUD Engineer on topo and easement survey requirement with exhibits.
2. Review and adjust the two access easements provided which were not feasible or practical. Meet with Client and Landmark, produce dimensioned drawing for south easement.
3. Design for grading and drainage of north access road not included in the original scope.
4. Coordination with Enterprise Products on crossing their crude oil pipeline with the north access road near commercial road tie-in.
5. Coordinate with Fort Bend County Drainage District on new Atlas 14 stream elevations. Revise finished floor (FF) elevation per January 2020 Min Slab Elevation based on Atlas 14. Revise site grading for ADA compliance as necessary.

**B. SCOPE OF ADDITIONAL SERVICES**

The professional Architect/Engineering services will comply with the Contract for Professional Architectural Services which will be referred to as the "Prime Agreement".

**C. COMPENSATION**

We propose a lump sum fee for the Additional Services for this project of \$15,600.00 (fifteen thousand, six hundred dollars). The breakdown and allocation of the lump sum fee is itemized below (in the same sequence as project description):

- 1. \$ 4,320.00
  - 2. \$ 1,820.00
  - 3. \$ 1,940.00
  - 4. \$ 3,400.00
  - 5. \$ 4,120.00
- TOTAL \$ 15,600.00**

**D. REIMBURSABLE EXPENSES**

We do not anticipate any additional reimbursable expenses beyond our base contract.

**E. PAYMENT**

Billings for basic services and additional services will be billed to the county in accordance with the terms of the Prime Agreement for this project.

Mr. Knight, thank you for this opportunity to work again with Fort Bend County. Our project team is ready to begin work promptly and we look forward to assisting you on this project. If you have any questions, please do not hesitate to call me at (713) 868-3121.

Cordially,



Daniel Ortiz, AIA, LEED AP  
Principal

# 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:  
2020-628233

Date Filed:  
06/05/2020

Date Acknowledged:  
06/23/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Rey de la Reza Architects, Inc. DBA RDLR Architects, Inc.  
Houston, 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

**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.**  
28002  
Architectural and Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)