

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 Huitt-Zollars, 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 Architectural and Engineering Services on September 3, 2019, (hereinafter “Agreement”); and

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

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

1. County shall pay Contractor an additional one million one hundred forty-five thousand dollars and 00/100 (\$1,145,000.00) for additional architectural and engineering services as reflected in Contractor’s proposal dated July 21, 2020, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed one million four hundred nineteen thousand two hundred two dollars and 00/100 (\$1,419,200.00), authorized as follows:
  - \$274,200.00 under the Agreement; and
  - \$1,145,000.00 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. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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

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

8-11-2020

\_\_\_\_\_  
Date

ATTEST:

Laura Richard

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

HUITT-ZOLLARS, INC

Gregory R Wine

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

Gregory R. Wine, PE, LEED AP

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

Senior Vice President

\_\_\_\_\_  
Title

July 30, 2020

\_\_\_\_\_  
Date



APPROVED:

James Knight

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,419,200.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E Sturdivant

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Facilities\Fulshear Library\Amend 1 - Pro A&E Svcs.Fulshear Library.HZI.docx.7/27/2020.19-fac-100078-A1

Amendment to Agreement for Professional Architectural and Engineering Services

Fort Bend County Fulshear Library

Page 2 of 2

# EXHIBIT A

July 21, 2020

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

Reference: Fort Bend County Precinct Three North Library

Subject: Comprehensive Design Services: Proposal for Design Development thru Construction Administration Phases

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 Design Development, Construction Documents, Proposal and Construction Administration Phases for the new Precinct Three North Library (Project). Our proposal is based upon the following scope of services, compensation, schedule, and the terms and conditions in the County's Standard Professional Services Agreement.

## **PROJECT UNDERSTANDING:**

The Project includes a new two story library, approximately 41,500 square feet in size, along with parking, sidewalks and landscaping on approximately five (5) acres of land located to the west of the southern most roundabout on The Heritage Parkway just north of FM 1093. The construction budget for the library building, 180 parking spaces, book drop-off, access driveways, pedestrian plaza, an amenity lake, sidewalks and landscaping. Water and Sewer services shall be provided adjacent to the site by others. Storm water detention for the site shall be provided by others outside the five acre tract. The construction budget is estimated at \$13,500,000 and the construction procurement method shall be by Competitively Sealed Proposals.

## **SCOPE OF SERVICES:**

### **1.0 Basic Services**

1.1 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:

- A. 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
- B. Prepare outline specifications that identify major materials and systems and establish in general their quality levels.
- C. Provide recommendations for interior finish materials and color selections
- D. Prepare an updated statement of probable construction cost.
- E. Coordinate with the County to identify any County-provided equipment to be received and

- installed by the Construction Contractor.
  - F. Submit five (5) hard copy half size plan sets for review by the County.
  - G. Upon completion of County review, meet with County to review comments.
- 1.2 CONSTRUCTION DOCUMENTS PHASE - Based on County-approved Design Development documents, Huitt-Zollars shall:
- A. 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.
  - B. Inform the County of any adjustments to previous opinions of probable construction cost indicated by changes in requirements or general market conditions.
  - C. Submit construction documents (CDs) at the 50%, 95% and 100% proposal-ready stages for review and comment by the County.
  - D. 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.
  - E. Submit five (5) hard copy half size plan sets for review by the County.
  - F. Upon completion of County review, meet with County to review plans.
  - G. Furnish to the County three (3) hard copies and a compact disk with electronic copy of approved plans, specifications and project manual.
- 1.3 PROPOSAL PHASE - After acceptance by County of the Construction Documents and the most recent opinion of probable Construction Cost, Huitt-Zollars shall:
- A. Attend pre-proposal conference.
  - B. Issue addenda as appropriate to clarify and address questions concerning the construction documents.
  - C. Attend the Proposal opening
  - D. Assist County in evaluating the Competitively Sealed Proposals (CSPs)
  - E. Assist County with negotiating with the best value CSP proposer
  - F. Assist County in assembling and awarding the construction contract for the Project.
- 1.4 CONSTRUCTION ADMINISTRATION PHASE – Upon award of a construction contract, Huitt-Zollars shall:
- A. Attend Pre-Construction and construction progress meetings.
  - B. Review and process submittals, shop drawings, and Requests for Information.
  - C. Review Construction Materials Testing (CMT) reports. CMT shall be performed by others under separate contract with the County.
  - D. Review applications for payment.
  - E. Coordinate with County on Requests for Change Proposals and Change Orders.
  - F. Advise the County on questions and concerns from the contractor.
  - G. During construction, Huitt-Zollars shall visit the site twice a month (may be in conjunction with the construction progress 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.
  - H. 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.

- I. 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.
- J. Conduct Substantial Completion Inspection, coordinate with County to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- K. Provide support services as needed during the project close out process.
- L. Obtain and review close-out submittal from the contractor for completeness before transmitting to the County.

**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 Design, Plans and Specifications for FF&E
  - 2.1.3 Geotechnical Investigations
  - 2.1.4 Environmental Investigations
  - 2.1.5 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
  - 2.1.6 Any changes to Basic Services scope of work or out-of-scope work not 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 Geotechnical Report with design recommendations for building foundation, utility construction, detention pond, concrete pavement and treated subgrade

**COMPENSATION:**

**1.0 Fee Budget**

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

|  |                  |            |
|--|------------------|------------|
| Design Development                         | \$ 265,000       | (Lump Sum) |
| 50% Construction Documents                 | \$ 290,000       | (Lump Sum) |
| 95% Construction Documents                 | \$ 275,000       | (Lump Sum) |
| 100% Proposal Ready Construction Documents | \$ 45,000        | (Lump Sum) |
| Proposal Phase                             | \$ 25,000        | (Lump Sum) |
| Construction Administration                | \$ 220,000       | (Lump Sum) |
| <br>Total Basic Services Fee               | <br>\$ 1,120,000 |            |

**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.

**3.0 Total Estimated Budget**

Our total estimated budget for this project is \$ 1,145,000.

**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:

|                          |           |
|--------------------------|-----------|
| Design Development       | 2 months  |
| Construction Documents   | 6 months  |
| Proposal Phase           | 3 months  |
| Construction Admin Phase | 14 months |

**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.

Respectfully submitted,  
**HUITT-ZOLLARS, INC.**



Christopher Casey, AIA, LEED AP  
Vice President



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

Attachment

# HUITT-ZOLLARS

## Houston

2020

### HOURLY RATE SHEET

#### Engineering/Architecture

|                            |           |
|----------------------------|-----------|
| Principal                  | \$ 255.00 |
| Design Principal           | \$ 235.00 |
| Sr. Project Manager        | \$ 235.00 |
| QA Manager                 | \$ 230.00 |
| Project Manager            | \$ 200.00 |
| Sr. Civil Engineer         | \$ 200.00 |
| Sr. Structural Engineer    | \$ 200.00 |
| Sr. Mechanical Engineer    | \$ 190.00 |
| Sr. Electrical Engineer    | \$ 190.00 |
| Civil Engineer             | \$ 185.00 |
| Structural Engineer        | \$ 185.00 |
| Mechanical Engineer        | \$ 165.00 |
| Electrical Engineer        | \$ 165.00 |
| Plumbing Engineer          | \$ 150.00 |
| Engineer Intern            | \$ 135.00 |
| Sr. Architect              | \$ 195.00 |
| Architect                  | \$ 160.00 |
| Architect Intern 1         | \$ 100.00 |
| Architect Intern 2         | \$ 120.00 |
| Architect Intern 3         | \$ 150.00 |
| Sr. Landscape Architect    | \$ 175.00 |
| Landscape Architect        | \$ 135.00 |
| Landscape Architect Intern | \$ 100.00 |
| Sr. Planner                | \$ 250.00 |
| Planner                    | \$ 160.00 |
| Planner Intern             | \$ 100.00 |
| Sr. Designer               | \$ 155.00 |
| Designer                   | \$ 130.00 |
| Sr. CADD Technician        | \$ 140.00 |
| CADD Technician            | \$ 100.00 |

#### Interior Design

|                          |           |
|--------------------------|-----------|
| Sr. Interior Designer    | \$ 140.00 |
| Interior Designer        | \$ 120.00 |
| Interior Designer Intern | \$ 90.00  |

#### Survey

|                      |           |
|----------------------|-----------|
| Survey Manager       | \$ 170.00 |
| Sr. Project Surveyor | \$ 155.00 |
| Project Surveyor     | \$ 140.00 |
| Survey Technician    | \$ 130.00 |
| Surveyor Intern      | \$ 115.00 |

#### Survey Crews

|                      |           |
|----------------------|-----------|
| 1-Person Survey Crew | \$ 100.00 |
| 2-Person Survey Crew | \$ 150.00 |
| 3-Person Survey Crew | \$ 175.00 |

#### Construction

|                                 |           |
|---------------------------------|-----------|
| Construction Manager            | \$ 190.00 |
| Resident Engineer               | \$ 185.00 |
| Sr. Project Representative      | \$ 135.00 |
| Resident Project Representative | \$ 100.00 |

#### Administrative

|                     |           |
|---------------------|-----------|
| Sr. Project Support | \$ 100.00 |
| Project Support     | \$ 80.00  |

#### Reimbursable Expenses

|                    |                                    |
|--------------------|------------------------------------|
| Consultants        | at Cost                            |
| Other Direct Costs | at Cost                            |
| 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:**  
2020-651082

**Date Filed:**  
07/30/2020

**Date Acknowledged:**  
08/11/2020

**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

**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.**  
17097  
1st Amended Programing and Schematic Design Service

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Huitt, Larry             | Dallas, TX United States                 | X                                     |              |
|   | McDermott, Robert        | Dallas, TX United States                 | X                                     |              |
|   | Wall, Cliff              | Dallas, TX United States                 | X                                     |              |
|   | Twomey, James            | Dallas, TX United States                 | X                                     |              |
|   | Wine, Greg               | Dallas, 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)