

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
 AFRICAN AMERICAN MEMORIAL PARK (PHASE 1)**

THIS FIRST AMENDMENT (“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 Hinesad, LLC d/b/a Hines Architecture + Design, (hereinafter “Consultant”), 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 Design Services African American Memorial Park (Phase 1)* on October 4, 2022 (hereinafter “Agreement”), which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to reflect the change in Services to be provided and increase the total Maximum Compensation under the Agreement.

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

1. County shall pay Consultant an additional Fifty-Two Thousand Fifty and 0/100 dollars (\$52,050.00) to perform the revised Services as described in Consultant’s Proposal dated June 28, 2023, 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 Four Hundred Twenty-Eight Thousand Two Hundred Fifty and 0/100 dollars (\$428,250.00).

\$376,200.00	under the Agreement	
\$52,050.00	under this Amendment	
	TOTAL:	\$428,250.00

3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.

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

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

HINESAD, LLC D/B/A HINES ARCHITECTURE +DESIGN



KP George, County Judge

September 26, 2023
Date



ATTEST:



Laura Richard, County Clerk



Signature – Authorized Agent

Gregory L. Lake

Printed Name

Principal

Title

8/16/2023

Date

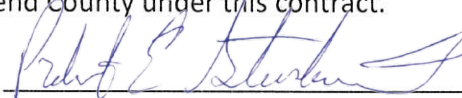
APPROVED:



Darren McCarthy, Parks and Recreation Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 428,250.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: HINESAD, LLC's Proposal dated June 28, 2023

i:\agreements\2023 agreements\comm pct #4\hines architecture + design llc (22-com4-101268-a1)\1st amend.agmt - proae
svcs.had.aa mem park kcj - 8.15.2023

EXHIBIT A

HINESAD, LLC's Proposal dated June 28, 2023

**HINES
ARCHITECTURE
+DESIGN**

June 28, 2023

COMMISSIONER DEXTER L. MCCOY
FORT BEND COUNTY COMMISSIONER – PRECINCT 4
1517 EUGENE HEIMANN CIRCLE
RICHMOND, TEXAS 77469

RE: FORT BEND COUNTY AFRICAN AMERICAN MEMORIAL AT BATES M ALLEN PARK, PHASE 1.1

Dear Ms. Gwendolyn Climmons, Special Projects Manager

In accordance with your request HINESAD LLC d/b/a HINES ARCHITECTURE + DESIGN (HAD) is pleased to provide FORT BEND COUNTY with the following amended fee proposal for professional services to PO# 218226.

1. AMMENDED PROJECT SCOPE

A. The Amended Scope for Professional Services: Scope will be as follows:

- I. The design and incorporation of Site Lighting (general and feature lighting) - Reference Exhibit C.
- II. The incorporation of an Irrigation System to address planting maintenance concerns - Reference Exhibit D.
- III. The design and incorporation of a pump at the reflection pond to maintain the appropriate levels of aeration needed.

2.5 BID PHASE SERVICES

It is anticipated that the owner will solicit the bids from several general contractors.

2.6 CONSTRUCTION ADMINISTRATION PHASE SERVICES

The tasks and deliverables of the Construction Administration Phase will include:

- Submittals Review of specified construction submittals, including shop drawing and sample submittals with a ten (10) working day turn-around. Basic Services include up to one re-submission review of each submittal (total of two (2) reviews only).
- RFIs. Response to Requests for Information within five (5) working days from the general contractor, including supplementary sketches, and drawing revisions where necessary to communicate a response.
- Field Visits - Where required to assess uncovered conditions and other coordination problems in the field. Fee includes a maximum of one (1) field visit each month.
- Scheduled Meetings. Construction meetings on a monthly basis during Construction Administration, if needed.
- Phase period. Basic Services includes up to one (1) meeting per month with each lasting four (4) hours.
- Construction Punch List Upon substantial completion of the Work, preparation of one (1) punch listing report and one (1) follow-up walk-through to review the contractor's response to punch list items.
- Project Completion: Assistance to and coordination with the project filing representative related to inspections and sign offs.
- Review and issuing of comments on Mock-ups, if any.
- Bulletins two (2) Bulletins during Construction to catch up with ASI unless otherwise required to clarify design intent not previously captured or coordinated by HAD. in design documents.

428,250.00

2.7 INTERIOR DESIGN COORDINATION

Not included in the scope of services or program.

2.9 ADDITIONAL SERVICES INCLUDING SUBMISSIONS AND PRESENTATIONS

HAD may be requested to provide services which are not Basic Services such as additional submissions and presentations.

2.10 PHOTOREALISTIC RENDERINGS

HAD will coordinate the preparation of additional photorealistic renderings as required during the design process for design review, marketing, or other purposes as a separate Additional Service.

3. CONSULTANTS

The services of the following consultants or services are required by the project scope and will be retained and compensated by the Architect on behalf of the Client (see below). Consultants contracted directly to HAD are also listed below. HAD will coordinate the services of all Project design consultants including the coordination of document issue packages.

HAD Contracted Subconsultants and Services on behalf of the Client:

€None.

HAD Contracted Subconsultants and Services:

€Landscape architecture: Amended to include Construction Administration for irrigation system to address required planting maintenance, and provisions for a pump at the reflection pond. Reference Exhibit D.

€Electrical engineering. Amended to included design work associated with site lighting and electrical requirements for the pump at the reflection pond.

€Lighting Consultant. Amended to include the design and incorporation of Site Lighting for both general site lighting and feature lighting to accentuate the memorial, Juneteenth Plaza, the lynching memorial, and the Convict Leasing memorial. Reference Exhibit C.

4. SCHEDULE & COMPENSATION

Basic Services for the amended scope will be provided in accordance with the following schedule durations and fees. The design fee and services represent **\$52,050.00**.

BASIC ARCHITECTURAL SERVICES

ITEM:	PHASE:	DURATION:	FEE:	TYPE:
2.4	Construction Documents Phase Services	See Schedule	\$43,300.00	
2.5	Permit / Bid Phase Services	See Schedule	N/A	
2.6	Construction Administration Phase Services	See Schedule	\$8,750.00	
2.7	Interior Design Coordination Services	NA	N/A	
Total Fixed Fee Architectural & Engineering Services			\$52,050.00	

HINES ARCHITECTURE +DESIGN

OPTIONAL ADDITIONAL SERVICES

2.9	Additional Submission & Presentations	Included*	
2.10	Photorealistic Renderings	\$3,000	Each

Method of Payment:

Fixed Fees: Fixed fee tasks maybe be invoiced as frequently as monthly based on the percentage of work completed within the billing period. HAD will attempt to submit invoices on the 15th of each month.

Hourly-with-a-Budget (H.W.B.) Fees: Hourly fee tasks shall be invoiced on a monthly basis according to HAD's currently scheduled rates effective on the date of this proposal. Service rendered within the billing period will be separately described for each hourly task invoiced. Hourly fee budgets will not be increased without the Client's prior approval.

Changes in project Scope or Duration: Should the scope or duration of the project be increased or decreased with regard to the current design, additional services may be required. Client approval is required at the end of Concept Design and Schematic Design only prior to proceeding to next phase. Revisions to drawings and other Project documents which are inconsistent with prior approvals of the Client or which are necessary as a result of changes in the program, budget, or scope of the project may be an additional service. HAD shall notify the Client immediately if a change is required. Proposals and fees are for a continuous project, additional services may be required to remobilize the project should the project be placed on hold for more than four (4) weeks.

5. ADDITIONAL SERVICES

Services requested by the Owner falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses, or on a fixed fee basis where a substantial scope of work can be clearly defined in advance. The scope and terms of compensation for Additional services will be confirmed in written form prior to the commencement of services. Additional services include services related to:

- Graphic materials prepared for marketing purposes.
- USGBC LEED initiatives.
- Fast track project delivery and advance bid packages not identified under Basic Services.
- Major design or value engineering revisions to the plans and specifications after completion of Design Development.
- Revisions due to changes in applicable laws and regulations, which become effective after such documents were issued.
- Services related to City Planning special permits, authorizations, certifications, or governmental variances.
- Specialty consulting.
- Document revisions required as a consequence of contractor substitutions, inaccurate survey information, uncovered field conditions, and construction errors in the field.
- Meetings and presentations to regulatory agencies and community groups not identified under Basic Services
- Post Approval Amendment filings not identified under Basic Services.
- Post-Occupancy studies or commissioning.
- Pre-Construction Estimator.
- Record Drawings

428,250.00

6. INCLUSIONS / EXCLUSIONS

Included Services:

1. Architecture
2. Landscape Design
3. Electrical Engineering
4. Civil Engineering
5. Structural Engineering

Excluded Services:

1. Land Surveyor
2. Geotechnical Engineering
3. Specialty Consultant (Artist & Site Historians)
4. Interior Design Services
5. Façade Consultant
6. Lighting Consultant
7. Arborist
8. Acoustic
9. Pool Structural/ Mechanical
10. Irrigation Design
11. Kitchen Consultant
12. Energy/ Sustainability Design/ Studies
13. Aerial Profile Survey
14. Animations & Physical Models
15. LEED
16. Substantial Redesign due to Fort Bend County extensive reviews which are beyond reasonable expectations.
17. General Contracting Services
18. Value Engineering Activities
19. Field Surveys, As-built drawings, or the certification of as-built conditions.
20. Construction inspections required by building authorities.
21. Parking Consultant
22. Hazardous materials-related services.
23. Flood Emergency Plans.
24. Expediting Services.
25. Record Drawings

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7. REIMBURSABLE EXPENSES

Except for reproductions related to presentations to client and permitting, all additional Reimbursable expenses are in addition to compensation for Basic and Additional Services and include all expenses incurred by HAD and consultants directly related to the Project. Expenses include the cost of telecommunications; messengers and couriers; physical models, presentation material, and similar supplies; large format and color printing; codes and reference standards purchased particularly for the project; professional photography; meeting catering, and other similar expenses; overtime meals and long-distance travel and accommodation. For reimbursable expenses, we propose to be reimbursed at cost plus 10% to cover the administrative overhead costs associated with processing these expenses.

7.1 Printed drawings required for Permit application / Issue for Construction three (3) Sets and resubmissions one (1) Set are included.

7.2 Printed drawings required for Concept and Schematic Design presentations two (2) Sets each are included.

**HINES
ARCHITECTURE
+DESIGN**

8. TERMS AND CONDITIONS

We propose that our relationship with you be governed by the terms and conditions outlined in an Owner/Architect Agreement to be finalized by both parties. Payments for services and reimbursable expenses shall be made monthly in proportion to the services performed and expenses incurred. Payment is due and payable within thirty (30) days of issuance of our invoice. Nothing shall be withheld from our compensation as security, to impose a penalty or as liquidated damages, unless we agree or have been found liable in a binding dispute resolution proceeding. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of

one and one-half percent per month. Failure to make payments, after notice has been given by Architect shall be cause for suspension or termination of our services; we will have no liability for any delay or damage caused because of such suspension of services and any expense incurred by us in collecting overdue amounts including, but not limited to legal fees, collection agency fees and expenses, court costs, collections bonds, and reasonable staff costs shall be reimbursable expenses.

9. CONFIDENTIALITY

The information contained herein, as well as any work prepared by HAD or any outside consultant or engineer in connection with the Services described herein, shall be kept confidential and shall not be disclosed to anyone, except to the parties to this agreement, and their directors, officers, and attorneys.

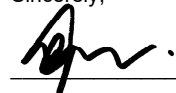
10. OWNERSHIP OF WORK PRODUCT

HAD shall grant the Client a limited license to use all HAD work product, including but not limited to studies, assessments, plans, and designs, prepared by HAD or any outside consultant or engineer in connection with the Services described herein as long as Client is in full conformance with all its other obligations under this agreement.

Please indicate your acceptance of this proposal by returning a signed copy to our office or by email. If you have questions or concerns, please do not hesitate to call. This proposal is valid for thirty (30) days from receipt.

We appreciate this opportunity to be of service to your organization.

Sincerely,



Gregory L. Lake

PRINCIPAL

HINESAD LLC d/b/a HINES ARCHITECTURE + DESIGN

Attachments:

Exhibit C – LOCATION MAP

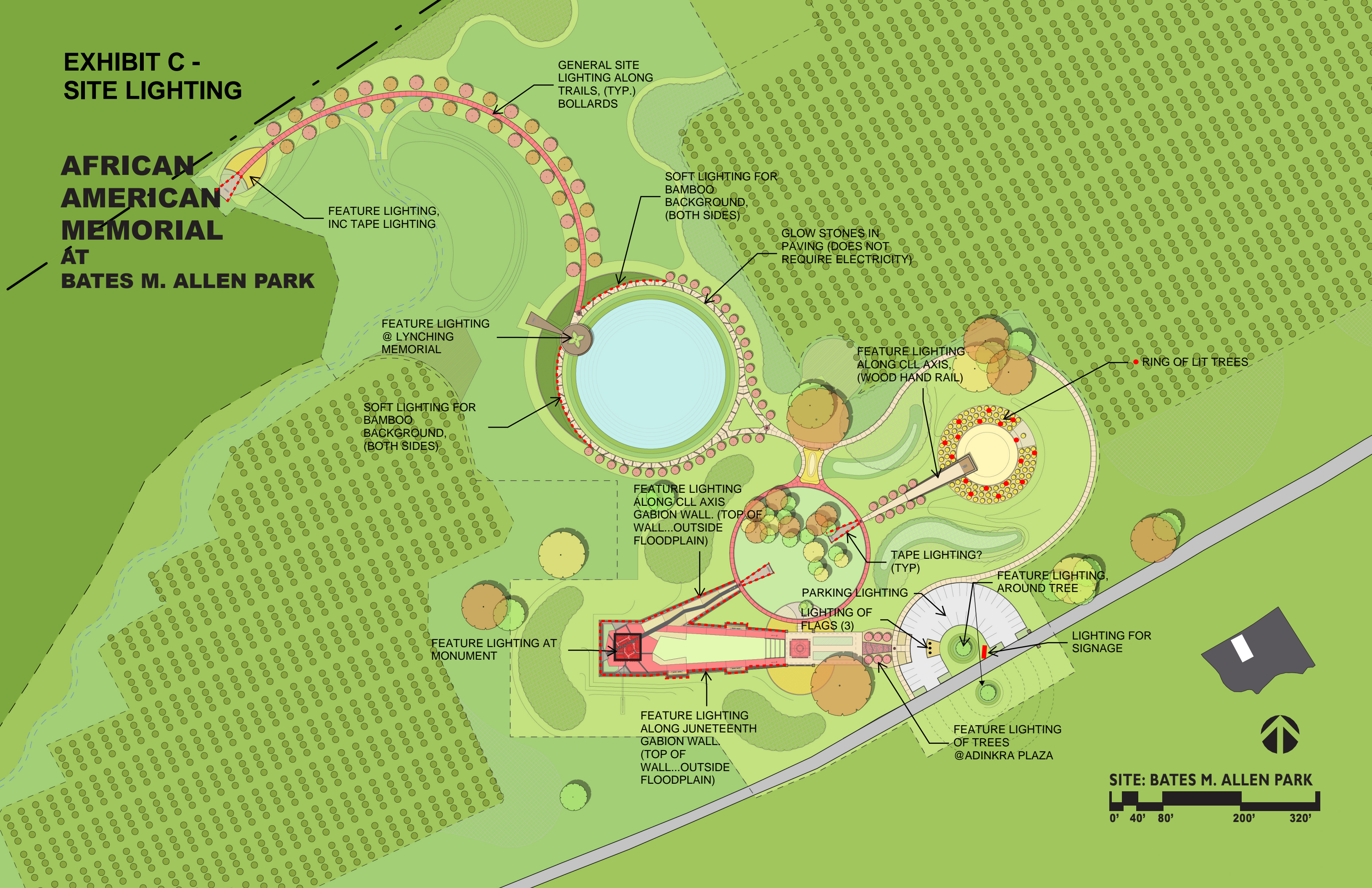
Exhibit D – PROJECT BRIEF AA MEMORIAL PARK

ACCEPTED FOR FORT BEND COUNTY

NAME/ TITLE:

DATE:

**AFRICAN
AMERICAN
MEMORIAL
AT
BATES M. ALLEN PARK**



**EXHIBIT D -
IRRIGATION + PUMP**

**AFRICAN
AMERICAN
MEMORIAL
AT
BATES M. ALLEN PARK**



PROVIDE IRRIGATION

PROVIDE PUMP

PROVIDE IRRIGATION

PROVIDE IRRIGATION

SITE: BATES M. ALLEN PARK



7/24/2023

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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.

HINES AD LLC d/b/a Hines Architecture + Design
Houston, TX United States

Certificate Number:
2023-1071038

Date Filed:
09/13/2023

Date Acknowledged:
09/26/2023

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.

35718
22-COM4-101268-A1 HINESAD shall provide architecture and engineering consultancy services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HINES AD LLC d/b/a Hines Architecture + Design	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)