



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

March 22, 2021

Commissioners Court
Harris County, Texas

RE: Job No. 190327

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Thirteenth Amendment to the Agreement(s) for the following:

Description: Professional Architectural and/or Engineering and Project Management Services for Mechanical, Electrical, and Plumbing Repairs and Upgrades of the Detention Facilities (Phase 1) for Harris County

Vendor(s): Johnston LLC

Amount: \$3,200,000 previously approved funds for the term 02/11/2021 - 02/10/2022
1,100,000 additional funds for the term 02/11/2021 - 02/10/2022
\$4,300,000

Reviewed By: • Harris County Purchasing • Office of the County Engineer

The Thirteenth Amendment increases funding to update the slide security doors at 701 N. San Jacinto. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

NG
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 30, 2021



**THIRTEENTH AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND JOHNSTON LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Thirteenth Amendment to the Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, acting by and through its Office of the County Engineer (the "County") and Johnston LLC (the "Engineer"). The County and Engineer are referred to herein collectively as "Parties" and individually as a "Party".

Recitals

On February 11, 2020, Commissioners Court approved and the County entered into a Master Agreement (the "Agreement") for various engineering projects to be completed by Engineer for the Harris County Detention Center whose maintenance is managed by the Harris County Facilities and Property Maintenance Division.

The Agreement has been amended to add various projects.

The Parties now desire to amend the Agreement for the thirteenth time ("Thirteenth Amendment") for the purpose of specifying a project.

Terms

I.

This Thirteenth Amendment shall be governed by the above-mentioned Agreement, incorporated herein by reference as if set forth word for word.

II.

The Agreement is hereby amended to add and specify a project for professional design services (the "Services") to update the slide security doors for the Harris County Detention Center located at 701 N. San Jacinto (the "Project"). The Project shall be completed by Engineer in accordance with the proposal dated March 13, 2021, and attached hereto as Exhibit A and incorporated by reference.

III.

LIMIT OF APPROPRIATION ("LOA")

Engineer understands and agrees, except as otherwise expressly set forth in this Thirteenth Amendment, the understanding and agreement being of the absolute essence of the Agreement and Thirteenth Amendment, that the total maximum compensation that Engineer may become entitled to for the Project, and the total maximum sum that County shall become liable to pay to Engineer for the Project, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) (the "Contract Price"), as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

The Engineer understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, any work delivered on the Project prior to certification of funds by the County Auditor as evidenced by the issuance or amendment of a Purchase Order by the County Purchasing Agent will be at Engineer's own expense and not payable, except as set forth below.

If the Services and charges to be provided for will equal or exceed the amount certified available, Engineer will notify the County immediately. If the amount certified is depleted prior to the end of the term of the current Purchase Order, Engineer may terminate all services hereunder upon the total depletion of the certified funds unless the County certifies additional funds, as evidenced by a written amendment to the Purchase Order or the Agreement, in which event Engineer shall continue to provide the Services herein specified to the extent funds are available.

With regard to the continuation or extension of this Agreement, the County has not allocated any funds for any period beyond the current fiscal year. Therefore, continuation is subject to the future allocation and certification of funds for the subsequent fiscal years.

IV.

All other terms of the Agreement shall remain in full force and effect as originally written and subsequently amended.

V.

It is expressly understood and agreed that the Agreement is incorporated herein by reference. If a conflict appears between this Thirteenth Amendment and the Agreement, this Thirteenth Amendment will control.

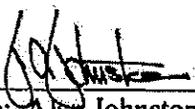
VI.

EXECUTION

Multiple Counterparts: This Thirteenth Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Parties warrant that the undersigned is a duly authorized representative with the power to execute this Thirteenth Amendment.

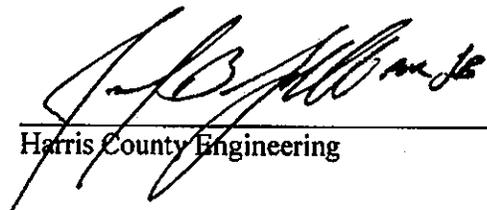
JOHNSTON LLC

HARRIS COUNTY

By: 
Name: Alan Johnston
Date: 03/17/2021

By: _____
LINA HIDALGO
COUNTY JUDGE

ATTESTED BY"



Harris County Engineering

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
COUNTY ATTORNEY

By: Philip Berzins
Philip Berzins
Assistant County Attorney
C.A. File 21GEN0638

EXHIBIT A

Professional Design Services Proposal for Harris County Detention Facility Improvement Program – 701 N. San Jacinto Security Door Replacement Package dated March 13, 2021

(follows behind)



March 13, 2021

Mr. Jacob Frazelle, PMP, CFM, LEED GA
Harris County Facilities & Property Maintenance Manager
Harris County Engineering Department
1310 Prairie, Suite 140
Houston, Texas 77002

**Re: Professional Design Services Proposal for
Harris County Detention Center Facility Improvement Program**

Mr. Frazelle,

We appreciate the opportunity to provide **Harris County** this proposal for the **Harris County Detention Center Program – 701 N. San Jacinto Security Door Replacement Package**. We are excited about this opportunity, and with our design team fully engaged, we are prepared to begin immediately upon your acceptance of our proposal.

PROJECT INFORMATION

This facility currently utilizes a slide security door application for a large majority of their security doors. These doors have met the end of the life expectancy and the manufacturer of the door is no longer producing parts for the product. The motors in the slide mechanism continue to fail and without the production of new parts, the Sheriff's Department is left to replace bad parts with used parts.

This design will provide for the replacement of 520 existing slide doors and convert them to new swing doors. The doors will contain newer hardware technology and with less moving parts, they are easier to maintain. This new design will require building/wall reconstruction and security upgrades to accommodate the new type of product. These doors will be exchanged during the same time frame as other Capital Improvement Projects are taking place to minimize facility disruption.

BASIC SERVICES

The services are divided in four phases: Design Development, Construction Documents, Bid and Permit, and Construction Administration. The following professional services will be provided:

- Project Management
- Planning
- Architecture
- Structural Engineering
- Electrical Engineering



- IT, and Security system design
- Commissioning

DESIGN DEVELOPMENT

Johnston will hold work sessions to secure design sign-off. We will utilize information from Harris County for specialty equipment and develop electrical and security location plans consistent with equipment locations as well as develop pertinent elevations and sections.

Items needed:

1. Specific door locations
2. Preliminary door/hardware vendor information
3. Harris County Detention standards/selections

Deliverables:

1. Meeting minutes
2. DD floor, ceiling and equipment plans at 1/8" scale
3. Enlarged floor plans of key areas at 1/4" scale
4. Door schedule
5. A/E/T floor plans

CONSTRUCTION DOCUMENTATION

Johnston will prepare documents for review with the design team that consist of the following: Floor plans, Interior elevations, partition types, door and hardware types; project details and component schedule; electrical and security outlet locations; schedules and details, elevation drawings illustrating special areas and feature designs. Johnston shall assist in connection with the client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction (AHJ). The General Contractor is responsible for submitting plans to the AHJ(s) for permit.

Items needed 3 weeks prior to CD issue:

1. Final door counts and locations.
2. Final site-specific vendor drawings

Deliverables:

1. Construction drawings
2. Specifications

BID / PERMIT PHASE

Johnston will transmit drawings electronically to the General Contractor for their use in obtaining pricing from subcontractors. We anticipate Johnston will be included in the evaluation process. Johnston will be available to answer questions during the bidding process. Johnston will provide responses to any permit comments during the permitting process.



CONSTRUCTION ADMINISTRATION PHASE

Johnston shall provide administration of the Contract for Construction. Johnston shall participate in the CA kick-off meeting, interim site reviews, as required, final AHJ review, the final punch list walk through. We anticipate construction services will require 6 OAC meeting(s) and 12 site observation visit(s) to coincide with OAC meetings for the duration of construction per approved project schedule to observe the progress and quality of the work completed and determine if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents and applicable regulations. Based on on-site observations, Johnston shall keep the client informed of the progress and quality of the work and shall endeavor to guard the client against defects and deficiencies. Johnston's responsibility to provide Construction Administration Services under this Agreement commences with the award of the Contract for Construction and terminates when the final Certificate for Payment is issued to the client or 30 days after the date of Substantial Completion of the Work.

Deliverables:

1. Site observation reports
2. Punch list of defective or incomplete items, per substantial completion
3. Required close out documents.

PROJECT DELIVERY METHOD

The project delivery method will be part of the existing CMAR contract. In support of document control, Johnston will set up a digital site to transmit all documents and provide all team members a secure password method of gaining access. As requested, all digital drawing files will be submitted in Revit 21 format.

SCHEDULE

We understand your desire to move forward with an effective project schedule. The client's goal is to begin development of the project in March 2021. To achieve this request, and work within the fees that we have identified below, Johnston developed a preliminary project schedule and process review timeline. The following is a summary of duration starting from NTP:

Phases	Duration
Design Development Phase	(2) months
Construction Documentation Phase	(2.5) months
Bidding	(1) month
Permitting (estimation)	(1) month
Construction Administration Phase	(40) months
Schedule Total	(46.5) Months



COMPENSATION

Compensation for the Professional Design Services described in this letter will be established as a **Lump Sum Amount**. Johnston will bill you for work completed monthly. We request payment within 30 days of invoice date. Reimbursable expenses incurred by Johnston in connection with the project design are included in the professional service fee quoted.

A baseline Construction Cost Limitation of \$10,480,000 is used for the fee calculation.

Basic Services Fee: **ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$ 1,100,000.00)**

701 NSJ Security Door Replacement – BASIC SERVICES	
Johnston (Architecture, Structural, Electrical, IT/Security, Commissioning)	
DD	\$ 330,000.00
CD	\$ 385,000.00
Bidding & Permitting	\$ 110,000.00
CA	\$ 275,000.00
Total Basic Services Fee, including Reimbursables Expenses	
	\$1,100,000.00

In the event additional services are requested, a new proposal will be issued.

CLARIFICATIONS

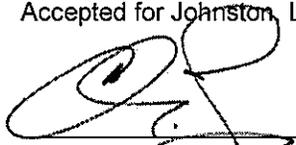
- Johnston will not be required to carry bid bonds, performance bonds, or bank guarantees.
- Johnston has not included any fees for required review by any local agencies.
- In lieu of As-built documentation, Johnston will provide (1) electronic record drawing of architectural, MEP, and structural in Revit format at the completion of the project.
- Services procured by the Client and coordinated with the design team will include:
 - A. Construction Manager / General Contractor / Testing
- Equipment: Assuming all equipment information will be provided to the design team by **Harris County**. We assume Johnston will show equipment on the architectural drawings for design coordination purposes.
- We understand the Client will retain the necessary independent agencies for testing and obtain this information and report it in a timely manner during the design process.
- List of consultants that may be needed and not covered in Johnston's scope. The Client is to carry a professional fee contingency for:
 - A. Equipment Consultant
 - B. Acoustical/Vibration Consultant



If you have any questions about this proposal, please contact us at 713.244.8300. We will be happy to meet with you to discuss this proposal in more detail. We thank you again for this opportunity and look forward to moving ahead. If the above meets with your approval, please sign below and return to Johnston. We are prepared to commence with this work immediately upon your approval.

Sincerely,

Accepted for Johnston, LLC:



Charles Lack
Director of MEP Engineering
Johnston, LLC



J. Alan Johnston, Jr, PE
President
Johnston, LLC

3/13/21

Date Signed

Accepted for Harris County:

Authorized Signature

Print Name/Title

Date Signed

ORDER OF COMMISSIONERS COURT
Authorizing an Amendment to the Agreement with Johnston LLC

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT
TO THE AGREEMENT WITH JOHNSTON LLC**

Commissioner _____ introduced an order and moved that the Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County the Thirteenth Amendment to the Agreement between Harris County and Johnston LLC to update the slide security doors for the Harris County Detention Center located at 701 N. San Jacinto at a cost of \$1,100,000.00 to the County. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.