



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

November 16, 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 Nineteenth 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: \$12,285,050 previously approved funds for the term 02/11/2021 - 02/10/2022
250,000 additional funds for the term 02/11/2021 - 02/10/2022
\$12,535,050

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

The Amendment increases funding for design services for the Harris County Inmate Processing Center - Harris Health Facility at 1201 Commerce. 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 NOVEMBER 30, 2021



**NINETEENTH AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY AND
JOHNSTON LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Nineteenth Amendment to the above referenced Agreement is made, entered into, and executed 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 the Engineer are referred to collectively as "Parties" and individually as "Party".

Recitals

On February 11, 2020, Commissioners Court approved and the County entered into a Master Agreement for Services (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 nineteenth time ("Nineteenth Amendment") for the purpose of specifying a project.

NOW, THEREFORE, the County and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

Terms

I.

This Nineteenth 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") for the Harris County Inmate Processing Center – Harris Health Facility (the "Project"). The project shall be completed by Engineer in accordance with the proposal dated August 9, 2021, and attached hereto as Exhibit A and incorporated by reference.

III.

LIMIT OF APPROPRIATION ("LOA")

Engineer understands and agrees, such understanding and agreement being of the absolute essence to this Agreement and Nineteenth Amendment, that the total maximum sum that the County shall become liable to pay to Engineer 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 Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (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 agree 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 and provisions of the Master Agreement shall remain in full force and effect as originally written.

V.


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

VI.

EXECUTION

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

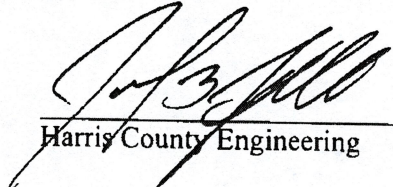
JOHNSTON LLC

By: 
Print: J. Alan Johnston
Date: 10/30/2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

ATTESTED BY


Harris County Engineering

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Sahar Rabat-Torki
Sahar Rabat-Torki
Assistant County Attorney
C.A. File 21GEN3100



JOHNSTON

August 9, 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 Inmate Processing Center – Harris Health Facility**

Mr. Frazelle,

In response to a June 28th request to reconfigure the space within 1201 Commerce, once an Inmate Processing Center, into a Sheriffs' Medical Services Facility, Johnston provided a preliminary construction budget to accommodate the project's sizable scope. This scope and therefore budget covers substantial updates to the base building infrastructure necessary in keeping with building codes and ADA compliance. The following proposal describes the collaborative effort to be made by Johnston and Harris Health to achieve the project's intended use.

BASIC SERVICES

Divided in two phases: User Group Programming and Programming Report, the basic programming services include the following:

- Project Management
- Planning
- Architecture
- Interior Design
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Medical Gases
- Fire Protection
- Low Voltage Systems (IT, Security, Phone System, Nurse Call, etc.)

PROGRAMMING

So that the County may receive a report from Johnston including key programming elements outlining the project's design intent, Johnston first must develop the architectural, space planning, interior design, and MEP



portions of a Medical Services Facility Package. This involves gathering information at work sessions with both Harris Health and Harris County Sheriff's Group.

Items needed:

1. Existing documents (drawings/photos/specs/lists/calculations)
2. Program requirements
3. Specialty equipment list

Deliverables:

1. Meeting Minutes
2. Schematic floor plan at 1/8" scale
3. Floor plans of key areas at 1/4" scale
4. MEP narratives

SCHEDULE

Johnston's preliminary programming schedule and timeline is summarized below, starting at NTP. Note that the programming discussions have already begun, therefore scheduling is a high priority for the County and Sheriff's Group.

Phases	Duration
User Group Program Meetings	(4) weeks
Program Narrative and Report	(2) weeks
Schedule Total	(6) Weeks

COMPENSATION

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

A baseline Construction Cost Limitation of \$61,150,000 is used for the fee calculation.

Basic Services Fee: **TWO HUNDERED FIFTY THOUSAND DOLLARS (\$ 250,000.00)**

IPC Medical Services Facility – BASIC SERVICES	
Johnston (Architecture, Low Voltage, Structural, Medical Gases, MEP Systems)	
Programming	\$250,000.00
Total Basic Services Fee, including Reimbursables Expenses	\$250,000.00

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



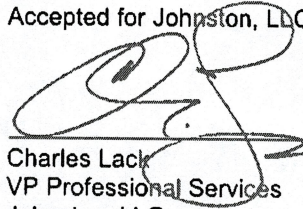
CLARIFICATIONS

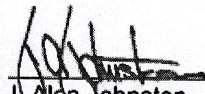
- Johnston will not be required to carry bid bonds, performance bonds, or bank guarantees.
- Johnston has not included any fees for required review by any local agencies.
- Any equipment information will be provided to the design team by **Harris Health**.

If you have any questions about this proposal, please contact us at 713.244.8300 and 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 as we are prepared to begin work immediately upon your approval.

Sincerely,

Accepted for Johnston, LLC:



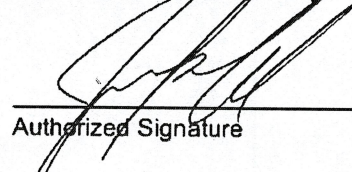
Charles Lack
VP Professional Services
Johnston, LLC

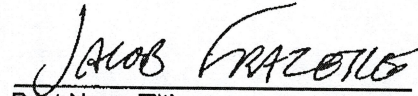
J. Alan Johnston, Jr, PE
President
Johnston, LLC

August 9, 2021

Date Signed

Accepted for Harris County:



Authorized Signature

Print Name/Title

10/4/2021

Date Signed

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

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court 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 made a motion that the same be adopted. 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 Nineteenth Amendment to the Agreement between Harris County and Johnston LLC for the Harris County Inmate Processing Center – Harris Health Facility at a cost of \$250,000.00 to the County. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as 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.