



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

August 19, 2022

Commissioners Court  
Harris County, Texas

**RE: Job No. 170274**

Members of Commissioners Court:

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

**Description:** Professional Architectural and Engineering Services for the Design of Restoration and Mitigation Efforts on Harris County Buildings

**Vendor(s):** Collaborate Arch, LLC

**Amount:** \$491,299 previously approved funds  
65,675 additional funds  
\$556,974

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

The Second Amendment increases funding to update scope of work for the restoration and mitigation efforts to the Baldwin Boettcher Library. 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 SEPTEMBER 13, 2022**



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND  
COLLABORATE ARCH, LLC**

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS       §

This Second Amendment to the Agreement is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas and Collaborate Arch, LLC ("Contractor"). County and Contractor are known individually as "Party" and collectively as "Parties."

***Recitals***

On July 31, 2018, the County entered into an Agreement with Collaborate Arch, LLC for Professional Architecture and Engineering Services to construct repairs and mitigation to the Baldwin Boettcher Library ("Master Agreement").

On August 13, 2019, the Parties amended the Master Agreement to include certain federal contract provisions applicable to the Federal Emergency Management Agency (FEMA) funds to be used to fund, in whole or in part, the services ("First Amendment").

The Parties now desire to amend the Master Agreement for a second time to update the scope of work for the restoration and mitigation efforts to the Baldwin Boettcher Library ("Second Amendment").

Contractor warrants and represents that it is willing and capable to continue providing the Services.

***Terms***

**I.**

This Second Amendment shall be governed by the Master Agreement and First Amendment which are incorporated herein by reference as though fully set forth word for word.

**II.**

All other terms and provisions of the Master Agreement and First Amendment shall remain in full force and effect as originally written.

**III.**

**LIMIT OF APPROPRIATION**

Having previously certified funds in the amount Four Hundred Ninety-One Thousand Two Hundred Ninety-Nine and 00/100 Dollars (\$491,299.00), the Parties hereby amend the Master Agreement to provide Sixty-Five Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$65,675.00) in

additional funds bringing the total amount of funds certified as available under the Master Agreement to Five Hundred Fifty-Six Thousand Nine Hundred Seventy-Four and 00/100 Dollars (\$556,974.00).

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Second Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Second Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Sixty-Five Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$65,675.00). Contractor understands and agrees, said understanding also being of the absolute essence of this Second Amendment, that the maximum amount Contractor may become entitled to under the Master Agreement shall not exceed the sum of Five Hundred Fifty-Six Thousand Nine Hundred Seventy-Four and 00/100 Dollars (\$556,974.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Second Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Second Amendment.

### III.


It is expressly understood and agreed that the Master Agreement and First Amendment are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement and First Amendment, this Second Amendment shall control.

### IV.

Execution, Multiple Counterparts: This Second 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 Second Amendment.

**[Execution Page Follows]**

COLLABORATE ARCH, LLC

By   
Name: Martin Needle  
Title: Founding Principal  
Date: 8-18-2022

HARRIS COUNTY

By: \_\_\_\_\_  
Lina Hidalgo  
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee  
Harris County Attorney

By: An Le  
An Le  
Assistant County Attorney  
C.A. File 22GEN2961



*Architecture Through Collaboration*

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June 9, 2022

Mr. Tony Foster  
Senior Project Manager  
HNTB for Harris County Engineering Dept.  
1301 Fannin St. Suite 1800  
Houston, Texas 77002

**Re: Proposal R1 for Revisions to Construction Documents to Delete Additional Improvements from the Project Scope for the Baldwin Boettcher Repair and Mitigation Project for Harris County located at 22248 Aldine Westfield Road, Humble, Texas**

Dear Tony.

Collaborate Architects is pleased to submit this REVISED proposal for additional services for modifications to the Construction Documents for the Baldwin Boettcher Library project. As directed by Harris County, the previously completed construction documents will be revised to delete improvements from the drawings and specifications.

Construction documents will be revised to include the previously defined restoration and mitigation scope only. The revisions include, but are not limited to the following:

- Remove the landscape improvements and associated lighting, drainage, grading, and amenities.
- Modify the proposed site plan
- Remove new paving and sidewalks except for the revised fire lane required by the Harris County Fire Marshal
- Remove storm sewer and sanitary sewer improvements
- Remove new roof downspouts, inlets, and connection to the storm sewer.
- Remove the library expansion, new openings, and new canopies
- Remove structural improvements except for the cast wall panels and MEP equipment platform.
- Modify the proposed interior layout, floor plan, ceiling plan, interior elevations,
- Modify HVAC distribution, lighting, power distribution to accommodate the revised interior layout

The proposed revisions will require Civil Engineering, Structural Engineering, MEP Engineering, Architectural, and Cost Estimating Services. Review of the revised plans by a Registered Accessibility Specialist and Harris County Permitting for building permit approval will also be required.

**Scope of Work:**

The scope of work to provide the revisions as noted above is as follows:

- Meetings with Harris County to review new requirements and revised plans.
- Modifications to architectural documentation including life safety plans
- Modification to Civil Engineering documentation. This will include retaining the proposed fire lane, new FDC, fire hydrant, and water line.
- Modifications to the Structural Engineering documentation
- Modifications to the MEP Engineering documentation.
- Provide an updated cost estimate. Fee is listed as an additional service/expense.
- Modify project specifications
- Coordination with the consultant team
- Re-submit documentation to a RAS to review the modifications.
- Re-submit permit documents to Harris County for review and approval for a building permit.

Collaborate will utilize the services of CSF Engineering (Civil Engineering), Dally Associates (Structural Engineering), Infrastructure Associates (MEP Engineering), Jordan Consulting (specifications), and James Beal Consulting (cost estimate) to complete this task.

**Proposed Fee:**

Collaborate Architects will provide the services described above for a lump sum fee of \$68,125 (**Sixty-Eight Thousand One Hundred Twenty-Five Dollars**). The fee for the proposed services broken down by consultants is as follows:

Civil Engineer:	CSF Consulting, LP	\$ 3,300
Structural Engineer:	Dally Associates, Inc	\$ 8,800
MEP Engineer:	Infrastructure Associates	\$ 13,200
Specifications:	Specification Consultant	\$ 5,000
Architect/Prime:	Collaborate	\$ 21,975
<b>TOTAL:</b>		<b>\$ 52,275</b>

*Consultant's fees listed above include a 10% administrative mark-up.*

Collaborate's proposed Architectural fee listed above is based on the following:

CAD/Designer II:	213 hours @ \$75.00 =	\$ 15,975
Principal:	40 hours @ \$150.00=	\$ 6,000
<b>TOTAL:</b>		<b>\$ 21,975</b>

**Expenses/Additional Services:**

We anticipate that the revisions will require the following estimated expenses and Additional Services as listed in Exhibit C:

Cost Estimating (with Markup)	\$ 12,000
Plan review & inspection fee, Registered Accessibility Specialist:	\$ 1,200
Printing:	\$ 200
<b>Total Estimated Expenses:</b>	<b>\$ 13,400</b>

**The total for proposed services and estimated expenses is \$65,675**

**Schedule:**

Collaborate is available and ready to commence with the work upon approval by Harris County and will complete the revisions within 60 days.

We hope this proposal meets with Harris County's approval. Please contact me if you have any questions or comments or require any additional information. Thank you.

Yours truly,



Martin Needle AIA  
Founding Principal;  
Collaborate Arch LLC.

**"EXHIBIT C" - Compensation for Professional Services**  
**Project Name: Baldwin Boettcher Repair and Mitigation Revisions to Construction Documents**  
UPIN: \_\_\_\_\_  
**Construction Cost Estimate:**

1	Programming	\$	-
2	Schematic Design	\$	-
3	Design Development	\$	-
4	Construction Document	\$	52,275.00
5	Bidding Phase and Negotiation (fee in original scope)	\$	-
6	Construction Contract Administration (fee in original scope)	\$	-
7	Post Construction (fee in original scope)	\$	-
<b>Sub-Total Basic Services (1-7):</b>			<b>\$ 52,275.00</b>

**Additional Services Including, but not limited to**

**\*\*Please note all additional service amounts are estimates only\*\***

A1	Authorized reproduction over sets specified in this agreement - Invoice Cost	\$	200.00
A2	Off-site utilities and engineering	Not anticipated	
A3	Fees for RAS plan review and inspection for TAS Compliance	\$	1,200.00
A4	Fees and costs incurred for obtaining all federal, state and local permits and approvals - Invoice Cost	not required	
A5	Preparing Construction Documents to remove asbestos-containing material from existing facility as part of "Demolition Plan."	Not anticipated	
A6	Energy Model (Firm Fixed Fee)	Not anticipated	
A7	Third Party Commissioning Agent - Invoice Cost plus 10%	Not anticipated	
A8	Furniture, Fixtures and Equipment selection, specification & installation services (Firm Fixed Fee)	Not anticipated	
A9	Programing	Not anticipated	
A10	Measured drawings	Not anticipated	
A11	Existing facilities surveys	Not anticipated	
A12	Site Evaluation and Planning	Not anticipated	
A13	Building information modeling	Not anticipated	
A14	Civil Engineering	Basic Service	
A15	Landscape design - invoice cost plus 10%	Not anticipated	
A16	Architectural Interior Design	Basic Service	
A17	Detailed cost estimating - Invoice Cost plus 10%	\$	12,000.00
A18	On-site project representation	Not anticipated	
A19	As-constructed record drawings -	In original proposal	
A20	Post occupancy evaluation	Not anticipated	
A21	Facility Support Services	Not anticipated	
A22	Coordination of Owner's consultants	Basic Service	
A23	Telecommunications/data design & Audio Visual	Not anticipated	
A24	Security Systems Engineering	Not anticipated	
A25	Commissioning	Not anticipated	
A26	LEED® Certification - Fixed Fee	Not Anticipated	
A27	Fast-track design services	Not anticipated	
A28	Historic Preservation	Not applicable	
A29	Furniture, Finishings, and Equipment Design	Not anticipated	
A30	Sustainable Design in coordination with Owner's Standards and Policies	Basic Service	
A32	Low Voltage Lighting Design	Not anticipated	
A33	Audio-Visual Systems Design	Not anticipated	
A34	Preparation for, and attendance at a public presentation, meeting or hearing, as required by the project	Basic Service	
A35	Geotechnical Report	Not anticipated	
A36	Subsurface Utility Engineering	Not anticipated	
A37	Site & Offsite Survey	Not anticipated	
A38	Elevator Design Services - Invoice Cost plus 10%	Not applicable	
A39	Building Graphic Design Services	Not anticipated	
A40A	Acoustical Design Services	Not anticipated	
A40B	Structural Engineering for Unknown Site Conditions - Invoice Cost plus 10%	Not anticipated	
A41	Traffic Impact Analysis/Study - Invoice Cost plus 10%	Not anticipated	
A42	GBCI Leed Certification Fees	Not Anticipated	
A43	Authorized Travel - Invoice Cost	NA	
A44	Environmental; Mold & Aesbestos Evaluation	Not Anticipated	

**Sub-total Additional Services**

**\$13,400.00**

**TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)**

**\$ 65,675.00**



ORDER OF COMMISSIONERS COURT  
Authorizing Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 2022 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  
BETWEEN HARRIS COUNTY AND COLLABORATE ARCH, 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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 County Judge is hereby authorized to execute on behalf of Harris County, a Second Amendment to the Agreement with Collaborate Arch, LLC to increase funding and update the scope of work for the restoration and mitigation efforts to the Baldwin Boettcher Library. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.