



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

March 12, 2021

Commissioners Court  
Harris County, Texas

**RE: Job No. 190276**

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 a Comprehensive Feasibility Study, Architectural Planning and Design Services for Riverside General Hospital for Harris County

**Vendor(s):** Kirksey Architects, Inc. d/b/a Kirksey

**Amount:** \$ 294,275 previously approved funds  
1,230,000 additional funds  
\$1,524,275

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

The Second Amendment increases funding for expanded scope of work. 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**

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND KIRKSEY ARCHITECTS, INC.**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

The Second Amendment to the Agreement for Professional Architectural and Engineering Services is entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas ("County"), acting on behalf of its Harris County Engineering Department ("HCED") and Kirksey Architects, Inc. d/b/a Kirksey ("Architect"). County and Architect may also be referred to individually herein as a "Party," or collectively as the "Parties."

***Recitals***

On February 25, 2020, the County and the Architect entered into an agreement (the "Master Agreement") to provide improvements to Riverside General Hospital located at and in the vicinity of 3204 Ennis Street, Houston, Texas 77004.

On December 15, 2020, the Parties amended the Master Agreement for the first time ("First Amendment") for the purpose of expanding the scope of work and adding additional funding.

The Parties now desire to amend the Master Agreement for the second time ("Second Amendment") to expand the scope of work and add additional funding. For the additional Services, County will pay Architect in accordance with the Scope of Work attached hereto as Exhibit A.

***Terms***

**I.**

This Second Amendment shall be governed by the Master Agreement and First Amendment incorporated herein by reference.

**II.**

**LIMIT OF APPROPRIATION**

Having previously certified funds in the amount Two Hundred Ninety-Four Thousand Two Hundred Seventy-Five and No/100 Dollars (\$294,275.00), the Parties hereby amend the Master Agreement to provide One Million Two Hundred Thirty Thousand and No/100 Dollars (\$1,230,000.00) in additional funds bringing the total amount of funds certified as available under the Master Agreement to One Million Five Hundred Twenty-Four Thousand Two Hundred Seventy-Five and No/100 Dollars (\$1,524,275.00).

Architect understands and agrees, said understanding and agreement also being of the absolute essence of this Second Amendment, that the total maximum compensation that Architect 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 One Million Two Hundred Thirty Thousand and No/100 Dollars (\$1,230,000.00). Architect understands and agrees, said understanding also being of the absolute essence of this Second Amendment, that the maximum amount Architect may become entitled to under the Master Agreement shall not exceed the sum of One Million Five Hundred Twenty-Four Thousand Two Hundred Seventy-Five and No/100 Dollars (\$1,524,275.00). 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, Architect's sole and exclusive remedy shall be to terminate this Second Amendment.

### III.

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

### IV.

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


### V.

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]

KIRKSEY ARCHITECTS, INC. D/B/A  
KIRKSEY

HARRIS COUNTY

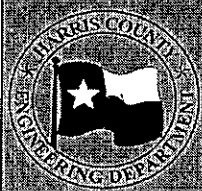
By   
Name: BENITO GUERRIER  
Title: EXEC. VICE PRESIDENT  
Date: 3/8/2021

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENESEE  
COUNTY ATTORNEY

By: DeAnne A. Lin  
DeAnne A. Lin  
Assistant County Attorney  
C.A. File 21GEN0654

EXHIBIT A  
“SCOPE OF WORK”  
(follows behind)



## Harris County Engineering Department

1001 Preston Street – 7<sup>th</sup> Floor  
Houston, TX 77002-1839  
Telephone (713) 755-5370

John R. Blount, P.E.  
County Engineer

### Exhibit A: Scope of Services

*The following is intended to enhance and further describe the services described above.*

The County intends to restore the historic buildings at Riverside site that is located on and in the vicinity of 3204 Ennis Street, Houston, Texas 77004. The scope of this amendment is for the Core & Shell renovation of all three historic buildings ready to be occupied. Also included in this scope is a completed built-out meeting room on the first level of the main hospital building, and infrastructure for a catering kitchen and public gathering space for the balance of the first level occupied area.

The Harris County Engineering Department (HCED) *Standards and Design Criteria* apply for new buildings and alterations to the structures of Harris County. This applies to facilities owned or leased by Harris County.

As part of your agreement, the Architect, and their consultants are required to adhere to the standards and design criteria of this document as it provides additional background on certain design requirements.

The *Standards and Design Criteria* is not a substitute for the technical competence expected of a design professional. It shall be used in conjunction with the specific building program for each project, which delineates all project information, such as number and sizes of building spaces, and requirements for mechanical, electrical and other operating systems etc. It is imperative that each building and/or project be designed so that all components comprise an integrated solution, so that operation of the facility, energy efficiency and other criteria may be maximized.

This document is not intended to assume responsibility for the Architect's duty to know and understand all governing requirements. Instead it is intended to bring attention to design issues for consideration by Architects, and their consultants during the design of a Harris County project.

HCED expects Architects and Engineers to provide design services in accordance with all current laws, statutes, ordinances, building codes, rules and regulations applicable to the design of the project.

Additional design issues that may need to be addressed that are not covered in this document, for a particular project will be addressed during project meetings.

#### General Requirements:

Architect will be attend meetings with the County regarding the Project, including preparation of meeting agenda and distribution of meeting notes to all concerned parties with 7 days of meeting.

Electronic submissions will be through e-Builder for the project. All pdf documents to have section bookmarks, index and page numbers; Cost estimates to be in .pdf and .xls files; Survey to be in .pdf, .dwg and .shp files; Drawings to be in .pdf and .dwg files, and native files.

Hard copy set(s) required at each design phase submission for review as follows:

Schematic Design Phase: \_\_\_\_\_ half size set and \_\_\_\_\_ full size set

Design Development Phase: \_\_\_\_\_ half size set and \_\_\_\_\_ full size set

Construction Documents Phase: \_\_\_\_\_ half size set and \_\_\_\_\_ full size set

A. Schematic Design Phase:

Shall include but not necessarily be limited to the following:

1. The Architect shall evaluate the County's program and provided schedule and construction budget requirements, each in terms of the other.
2. Provide code review for all applicable codes and guidelines pertaining to this project, and provide compliance documents as required.
3. Visit the Project site to assess the impact of utility availability to the site (water, sewer, electrical power and telephone). Apply for and receive utility data outlet statement from CenterPoint or other electrical service provider.
4. Provide appropriate recommendations for the design of proper drainage and erosion control.
5. Provide soil and foundation (geotechnical testing) investigations or any special surveys and tests which may be required for design.
6. When necessary, field-verify existing conditions, improvements and utilities for continuity or coordination with the Project to be constructed.
7. Identify and secure all design and construction requirements for approval from all governmental/utility agencies and departments having jurisdiction over this project, including but not limited to: TPDES (See Number 7A and 7B below), TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR), HARRIS COUNTY FLOOD CONTROL DISTRICT, CITY OF HOUSTON OR LOCAL CITY, CENTER POINT ENERGY, CORPS OF ENGINEERS, HARRIS COUNTY CENTRAL TECHNOLOGY. Provide contact person(s) and telephone numbers from each agency.

a. SWPPP:

For projects that will disturb one acre or greater of land (or be part of a larger common plan of development with the potential to disturb one acre or greater) the Architect shall include in specifications, a Storm Water Pollution Prevention Plan that is in accordance with state and local

regulations. The SWPP shall include the necessary forms required in obtaining coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000 for storm water discharges associated with construction activities.

b. SWQMP:

For projects meeting the definition of “new development” or “significant redevelopment” as defined by the local storm water regulations and/or ordinances, the Architect shall develop a **Storm Water Quality Management Plan** and procure a Storm Water Quality permit from the local regulating authority prior to advertising for bids.

8. Based on the agreed upon program, schedule and construction budget, the Architect shall review with the County a minimum of three (3) alternative approaches to design; Provide Pros and Cons, and an Estimate of Probable Construction Cost for each scheme with pros and cons of each scheme.
9. For those projects designated to seek LEED certification, the Architect shall provide the following:
  - a. Register project for LEED Certification with the Green Build Council Institute (GBCI).
  - b. Conduct a LEED design workshop with County representatives and the A/E team. Prepare draft LEED score card with list of targeted LEED points.
  - c. Assist County with preparation of Owner’s Project Requirements (OPR).
  - d. Prepare draft Basis of Design (BOD).
10. The Architect shall prepare for approval by the County, electronic Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components in Adobe (pdf) format with mark-ups and comments enabled.
11. Architectural Design/Documentation responding to program requirements:
  - a. Site plan
  - b. Floor plans at 1/8" = 1'-0" scale for each level
  - c. All elevations at 1/8" = 1'-0" scale
  - d. Two or more building sections at 1/8" = 1'-0" scale
  - e. Outline specifications indicating major systems and material choices for the project
  - f. Other illustrative materials - renderings, models or drawings necessary to adequately present the concepts
  - g. All drawing sheets shall be 24" tall x 36" wide maximum or larger as approved by County Engineer.
  - h. Comparison of area (NSF) between schematic design and program on space by space basis.



12. Structural Design/Documentation consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
  - a. Preferred structural system and layout
  - b. Alternative structural systems
  - c. Structural Drawings
  - d. Structural Design Narrative
13. Mechanical Design/Documentation consisting of consideration of alternative materials, systems and equipment, and development of conceptual design solutions for:
  - a. Energy Source(s)
  - b. Energy conservation
  - c. Heating and ventilating
  - d. Air Conditioning
  - e. Plumbing
  - f. Fire protection
  - g. General space requirements
  - h. Mechanical Design Narrative
14. Electrical Design/Documentation consisting of consideration of alternative systems, recommendation regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
  - a. Power service and distribution
  - b. Lighting
  - c. Telephones
  - d. Computers
  - e. Fire detection and alarms
  - f. Security systems
  - g. Electronic communications
  - h. General space requirements
  - i. Electrical Design Narrative
15. Civil Design/Documentation consisting of a consideration of alternative materials and systems and development of conceptual design solutions for:
  - a. On-site utility systems
  - b. Off-site utility work
  - c. Fire protection systems
  - d. Drainage systems
  - e. Paving
  - f. Traffic flow, access, and impacts

- g. Civil Design Narrative
16. Landscape Design/Documentation services consisting of consideration of alternative materials systems and equipment and development of conceptual design solutions for land forms, lawns, and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
  17. Interior Design/Documentation services consisting of space allocation and utilization plans based on functional relationships, consideration of alternative materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements, in order to establish:
    - a. Partition layouts
    - b. Furniture and equipment layouts
  18. Materials Research/Specifications consisting of:
    - a. Identification of potential architectural materials, systems, and equipment and their criteria and quality standards consistent with the conceptual design.
    - b. Investigation of availability and suitability of alternative architectural materials, systems and equipment.
    - c. Coordination of similar activities of other disciplines.
  19. Estimate of Probable Construction Cost (in pdf and .xls) of Probable Construction Cost with each Scheme.
  20. Project Development Scheduling consisting of reviewing and updating previously established project schedules or initial development of project schedules (if not previously established), for decision-making, design, documentation, contracting and construction.
  21. Presentation consisting of Schematic Design Documents by the Architect to the appropriate client representatives.
  22. The Architect shall incorporate into the documents such corrections and amendments as the County requests, unless the Architect objects in writing and receives the County's consent not to make the changes. The Architect will be responsible for any damages incurred by the County that are caused by Architect's failure to incorporate requested corrections and amendments to the documents.

23. Architect shall consolidate County review comments and provide a response for each review comment on a form acceptable to the County. At each required document submittal stage, the Architect shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal.
24. Obtain approval of the Schematic design from the County. The final schematic design documents will have a signature and date title block and Design Development Phase Services shall not commence until signature(s) of the County's duly authorized representative(s) are affixed to the documents and written authorization to proceed by the County Engineer is received by the Architect. Architect and consultant(s) shall include name of responsible Architect or Engineer responsible for each sheet with registration number and "interim review" stamp or note affixed.

**B. Design Development Phase**

1. Prepare, from the Schematic Design Documents approved by the County, electronic (pdf) copies of Design Development Documents for the Project which will delineate the following:
  - a. Title Sheet per Engineering Department office standard, 24" x 36" sheet size shall be utilized for all drawing sheets. Electronic copies shall be to scale.
  - b. Site, Survey, Landscaping Plans
    1. Building location plan – locate building dimensionally with pertinent adjacencies, including but not limited to street lines and grades, property lines, required setbacks, easements, rights of way, manholes, sewers, hydrants, and light standards, interfaced with survey;
    2. Main entry level datum elevation with key exterior grades at building perimeter;
    3. Site development grading, detention, and landscaping plans;
    4. Overall preliminary site grading and defined design of external elements properly coordinated and interfaced with mechanical/electrical for utility entry points;
    5. Indicate areaways, vaults, access to subgrade spaces;
    6. Preliminary site and exterior building lighting scheme with Identification of fixture types;
    7. Parking area defined with preliminary plotting;
    8. Indication of paths, stairs, ramps, berms, terraces;
    9. Plant materials (indication and preliminary schedule);
    10. Base flood elevation information (if applicable)
    11. Utility connection locations

10. Design development details:

- Railings
- Stairs
- Ramps
- Paving types and patterns
- Kiosks
- Benches
- Light standards
- Others

11. Design development specifications;

2. Floor Plans

a. Template Plans

1. Building perimeter (footprint) and exterior wall type, thickness and composition fixed;
2. Structural grid or system fixed (with "hard" column sizes);
3. Major mechanical/electrical systems determined and their requirements reflected and indicated on plans;
4. Indicate building core - elevators, stairs;
5. All internal partitions of appropriate thickness indicated;
6. Door swings indicated.

b. Plan information

1. Adequate internal and external dimensions for "hard fix";
2. Floor, slab, and level elevations;
3. Typical door types;
4. Typical partition types;
5. Building core element - well worked out with dimensions:

- Stairs
- Elevators
- Major shafts

6. Built-in furniture items-indication only and keyed to design requirements:

- Reception desk
- Counters
- Cabinets
- Worktops
- Beds and bunks

- Lockers
- Special furniture and equipment (early clarification of what is "NIC" and "by owner")
- Food service equipment
- Laundry equipment

c. Coordinating Floor Plans

If necessary. Small scale (e.g., 1/16") Photographic scale down and reproduction of the template plans with indication of: exterior overall building dimensions, breaks, and tie in. As an additional use, this plan can be considered a large key plan, valuable to identify, cross- reference, and key in information pertinent to the entire set.

d. Detail Plans

Larger scale (e.g. 1/4"). Key areas, lobby, entries, public plaza, major corridors, special spaces.

Required: All surfaces, (floor, wall, and ceiling treatments), furniture indication, and layout.

e. Area (NSF) comparison on space by space basis between program, Schematic Design and Design Development.

3. Elevations

a. Drawn at 1/8" or 1/4" scale

b. General Elevations

Total full-height facades including roof structures;

All fenestration fixed and related to interior walls and internal slab heights;

Overall vertical building and floor heights indicated and related to established building datum and floodplain datum as applicable;

Indicate column centers;

Indicate cross-reference points with sections;

Indicate setbacks, building profiles, expansion joints;

Indicate treatment of visible mechanical equipment (as worked out with consultants);

Systems impact (precast concrete, stone, panel systems, metal/glass curtain wall) properly selected by adequate technical investigation.

c. Detail Elevations

Key elevations that indicate unique or theme elements, as required to augment the normal building elevations, including:

- Building entries
- Public spaces
- Typical bay
- Canopy recesses
- Indicate fenestration pattern, venting arrangements, divisions
- Metal and panel work-divisions and profile indication
- Exterior treatments
- Masonry details-coursing, special patterns
- Exterior louver placements
- Abutting topo and grade relationship

4. Sections

Objective: to describe the "look" of the overall building solution. Technique: limit details, avoid repetition, show major different conditions only.

a. Overall Sections

Overall building longitudinal and transverse "building explanation" type (at 1/16" or 1/8" scale).

b. Supplementary Sections

Larger scale (e.g. 1/4") vertical and plan sections design profiled for the building "work out" purposes.

c. Detail Wall Sections

Largest scale (e.g., 3/4"). Dominant full heights sections conveying basic building configuration, to indicate:

- Foundation and perimeter treatment
- Typical wall construction
- Back-up structure, abutting floor system
- Window location and insulation methods

- Flashing, masonry coursing
- Mechanical penetrations impact (furrings)
- Parapet design

Usually one full (no cut) section. Additional detail sections should be minimally detailed; provide an adequate number to provide a comprehensive building perimeter profile. All sections are keyed to building elevations.

## 5. Details

Larger scale (1-1/2", 3") as required. Indicate key conditions. Technique: nonrepetitive prefinal design developed, encompassing good technical practice.

- a. Window types: divisions, pattern, mullion profiles, vent detail, glazing type, jamb/head, plan section;
- b. Hollow metal (typical only; keyed to plans and schedules);
- c. Frames types (typical only; for compatibility and profile);
- d. Stair types - egress, public, exterior (including railing design);
- e. Metal and glass walls, borrowed lights; for division, profile, and glazing;
- f. Non-typical design-related heavy gauge metal work requiring special fabrication, joining, fastening to other building elements;
- g. Interior partition types (typical only; keyed to plans and schedules);
- h. Built-in furniture items, reception desks, work tops, counters, cabinet types, display cases, recesses, wardrobes, millwork.

## 6. Interior Elevations

Typical and special spaces, interfaced with, and cross-referenced to, floor and reflected ceiling plans. Indicate:

- Suspended ceiling lines reflecting structural and mechanical conditions above
- Breaks
- Level changes
- Finish floor elevations
- Pertinent vertical dimensions
- Interior wall treatments, materials

These should be of prefinal quality adequate to convey design intent.

## 7. Reflected Ceiling Plans

Typical and special spaces. Integrated plans reflecting structural, mechanical, and electrical impacts. Plans to indicate:

- Lighting layouts
- Soffits, coves, furrings
- Ceiling materials
- Acoustic treatments
- Relationship with partitions
- Interface with window details
- Perimeter conditions-details, notches
- Heating and ventilating register, diffuser locations
- Sprinklers
- Access panels
- Exposed structure

## 8. Schedules

Schedules to be nonrepetitive and comprehensive, with specific keying to floor plans and elevations:

1. Prefinal interior finishes
2. Frame and door
3. Preliminary hardware
4. Window and glazing

## 9. Specifications

Comprehensive, abbreviated methods, materials and systems descriptions in tune with the drawings. Use CSI format with applicable section numbers. Include all consultant portions as well as those special and supplementary conditions specific to the project.

## 10. Structural Design Development Set

- a. Floor plans at the same scale as the architectural drawings;
- b. Typical floor framing plans, including:
  - Sizing of beam drops
  - Slab openings
  - Thicknesses
  - Depressions
- c. Framing indication and governing sizing at:
  - Roof structures
  - Penthouse
  - Bulkheads
  - Other
- d. Non-typical framing scheme where required:



- Lobby
- Floors at grade
- Other

- e. All column points established;
- f. Final column schedule;
- g. Preliminary details and sections to adequately indicate structural system;
- h. Preliminary details of major unique conditions that impact on scheme (as determined by the Architect);
- i. Details indicating accommodation with mechanical/electrical at areas of major interface;
- j. Design development specifications;

11. Mechanical/Electrical Design Development Set

- a. Typical floor plans. Systems representation in diagrammatic (nondetailed) style, major items of equipment indicated, their space requirements and interface requirements with other systems. Indicate the following:
  - Major shafts (sizes)
  - Chases
  - Mechanical rooms and electric closets
  - Convactor/fan coil locations
- b. Required punctures:
  - Wall
  - Slab
  - Beam
- c. Terminal plans (lobby, cellar, and roof) with items of heavy equipment shown in diagrammatic style, with their space requirements indicated:
  - 1. Boiler/heater spaces (include clear height requirements)
  - 2. Transformer vaults (approval obtained from local utility company)
  - 3. Switchgear, emergency generator, water storage tanks, fire pumps
  - 4. Cooling towers, major air-conditioning and air-handling equipment, packaged units
- d. Locations of major air-handling equipment, including but not limited to cooling towers, exhaust fans;

- e. Preliminary details of major and unique conditions that impact on scheme (as determined by the Architect);
  - f. Data to be developed in conjunction and in coordination with county personnel and others assisting the County:
    - 1. Integrated diagrammatic lighting plans indicating all overhead mechanical and electrical equipment for typical floor and special spaces
    - 2. Preliminary electrical fixture type schedule and cuts
    - 3. Cuts and explanatory information for interior visual items such as:
      - Louvers
      - Registers
      - Heating/cooling units
      - Cabinets
    - 4. Exterior louver requirements and proposed locations
12. Other Consultant's Design Development Sets:
- Include all preliminary information that allows proper interfaces with major design disciplines.
- Kitchen
  - Elevator
  - Laundry
  - Refuse
  - Other
13. Harris County Express Review Sheets as applicable for civil and fire code review, completed with all blanks filled in or crossed out as applicable.
- a. For those projects being designed to seek LEED certification, the Architect shall provide the following:
    - 1. Assist the County in retaining a Commissioning Agent.
    - 2. Finalize the Basis of Design (BOD).
    - 3. Prepare the Energy Model for the project to optimize the building envelope design and total building energy consumption.
    - 4. Begin documentation of LEED design credits and prerequisites. Start preparation of LEED exhibits.

5. Update LEED Scorecard.

14. Estimate of Probable Construction Cost (in pdf and .xls) of Probable Construction Cost with each submission
15. Apply for and receive City of Houston water, wastewater, and storm sewer capacity letters.
16. List of all required permits (county and otherwise) and reviews (i.e. TDLR, ADA) for the project.
17. Prepare Alternates to the project as required.
18. The Architect shall incorporate into the documents such corrections and amendments as the County requests, unless the Architect objects in writing and receives the County's consent not to make the changes. The Architect will be responsible for any damages incurred by the County that are caused by Architect's failure to incorporate requested corrections and amendments to the documents.
19. Architect shall consolidate County review comments and provide a response for each review comment on a form acceptable to the County. At each required document submittal stage, the Architect shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal.
20. Obtain approval of the Design Development Documents from the County in writing. Construction Documents Phase will not commence until signatures of the County's duly authorized representative(s) are affixed to the documents and written authorization by the County Engineer to proceed the next phase is received by the Architect.
21. Upon submittal of the Design Development Phase Documents for review and approval by the County, the Architect shall include cut sheets, manufacturer's literature, and Sweet's catalog data for all products contemplated for use in the project. Assemble all cut sheets in electronic format (pdf) and arrange in CSI format. Product cut sheets shall include but not necessarily be limited to the following: toilet fixtures and accessories, electrical and mechanical fixtures and related devices, hardware, doors, windows, interior and exterior finishes, graphics. All drawing sheets shall bear the responsible Architect's or Engineer's name and registration number and "interim review" stamp or note affixed.

C. **Construction Documents Phase**

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the County, the Architect shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the bidding and contracting for the construction of the Project. County projects are bid using electronic (pdf) documents that must be to scale and contain the proper seal and signature of the responsible architect or engineer. The construction documents shall include but not necessarily limited to the following:
  - a. A project manual which shall include a set of technical specifications in accordance with the Construction Specification Institute's three-part format, typed with letter quality characters.
  - b. All the requirements necessary to satisfy the applicable Building Code and local, state, and federal governmental authorities having jurisdiction over the Project.
2. For those projects designated to seek LEED certification, the Architect shall provide the following:
  - a. Finalize Energy Model.
  - b. Finalize LEED design credits, prerequisites and exhibits.
  - c. Incorporate LEED requirements and submittal requirements into project manual
3. Estimate of Probable Construction Cost (in pdf and .xls) of Probable Construction Cost with each submission.
  - a. Breakdown of SWPPP costs in separate line items:
    - 700 Series standard/special specifications (i.e. filter fabric fence, IPB, monthly fees, etc)
    - Turf/Establishment: sodding, hydromulch seeding, topsoil, fertilizer.
    - Riprap, Filterpoint Mats, AC blocks, Sloped paving
  - b. Cost of items: Remediation, WWTP upgrades
  - c. Note type of SWQMP and breakdown of SWQMP in separate line items:
    - If SWQMP is Wet Bottom detention Basin: Cost of items for Trash Rack, Riser Pipe, etc.
    - If SWQMP is Dry Bottom Detention Basin: Cost of items for Trash Rack and other features
    - If SWQMP is Grassed Swales, Filter Strips: Cost of items for these features
    - If SWQMP is Urban Forestry (Planted On-Site or Off-Site): Cost of items for these feature

- If SWQMP is "Tree Bank" Withdrawal Form: Credits needed, New Impervious Cover, Credits in Square Feet
- d. Low Impact Development: Cost of items for structures, landscaping.
4. Area (NSF) comparison on space by space basis between program, Schematic Design and Design Development and final plan.
  5. Prepare Alternates to the project as required.
  6. The Architect shall incorporate into the documents such corrections and amendments as the County requests, unless the Architect objects in writing and receives the County's consent not to make the changes. The Architect will be responsible for any damages incurred by the County that are caused by Architect's failure to incorporate requested corrections and amendments to the documents.
  7. Architect shall consolidate County review comments and provide a response for each review comment on a form acceptable to the County. At each required document submittal stage, the Architect shall include the completed comment form from the preceding submittal along with a cover letter signed by a firm principal affirming that the previous review comments have been fully addressed in the current submittal.
  8. Apply for and obtain all approvals and permits required by local, state, and federal authorities (Texas Licensing and Regulation Commission, Texas Accessibility Standards, Harris County Flood Control District, Army Corps of Engineers) and any local building permits on behalf of the County. Applications will be made no later than 90% complete documents.
  9. Furnish the County, for review and approval, electronic 50% complete sets of drawings, specifications and final updated schedule for the Project. The electronic files are to enable the County to make comments and mark-ups. All sheets shall bear the name of the responsible Architect or Engineer and registration number and "interim review" stamp or note affixed.
  10. After incorporating the County's 50% review comments, furnish the County, for review and approval, electronic 90% complete sets of drawings and specifications, for the Project. The electronic files are to enable the County to make comments and mark-ups. All sheets shall bear the name of the responsible Architect or Engineer and registration number and "interim review" stamp or note affixed.
  11. After incorporating the County's 90% review comments, furnish the County, electronic 100% complete bid ready sets of the drawings, specifications, and updated schedule for the Project. . The electronic files are to enable the County to make comments and mark-ups. Provide one set of electronic data files in both PDF and DWG format "AutoCAD Release 2009" or higher on compact disc(s) for all drawings. Also, provide one set of compact disc(s) in PDF format for all specifications.

D. Bidding Phase

1. Prepare Bid Documents per Harris County Purchasing requirements.
2. Attend and assist County in Pre-Bid Conference.
3. Assist the County in assessing sub-contractors bids.
4. Answer questions of bidders in writing; prepare and issue addenda as required.
5. Architect to provide full revised Construction Documents issued for construction which include all addendums and any changes based on Authority having Jurisdiction requirements.

E. Construction Phase

The Architect shall render the following services in connection with the Project Construction Phase:

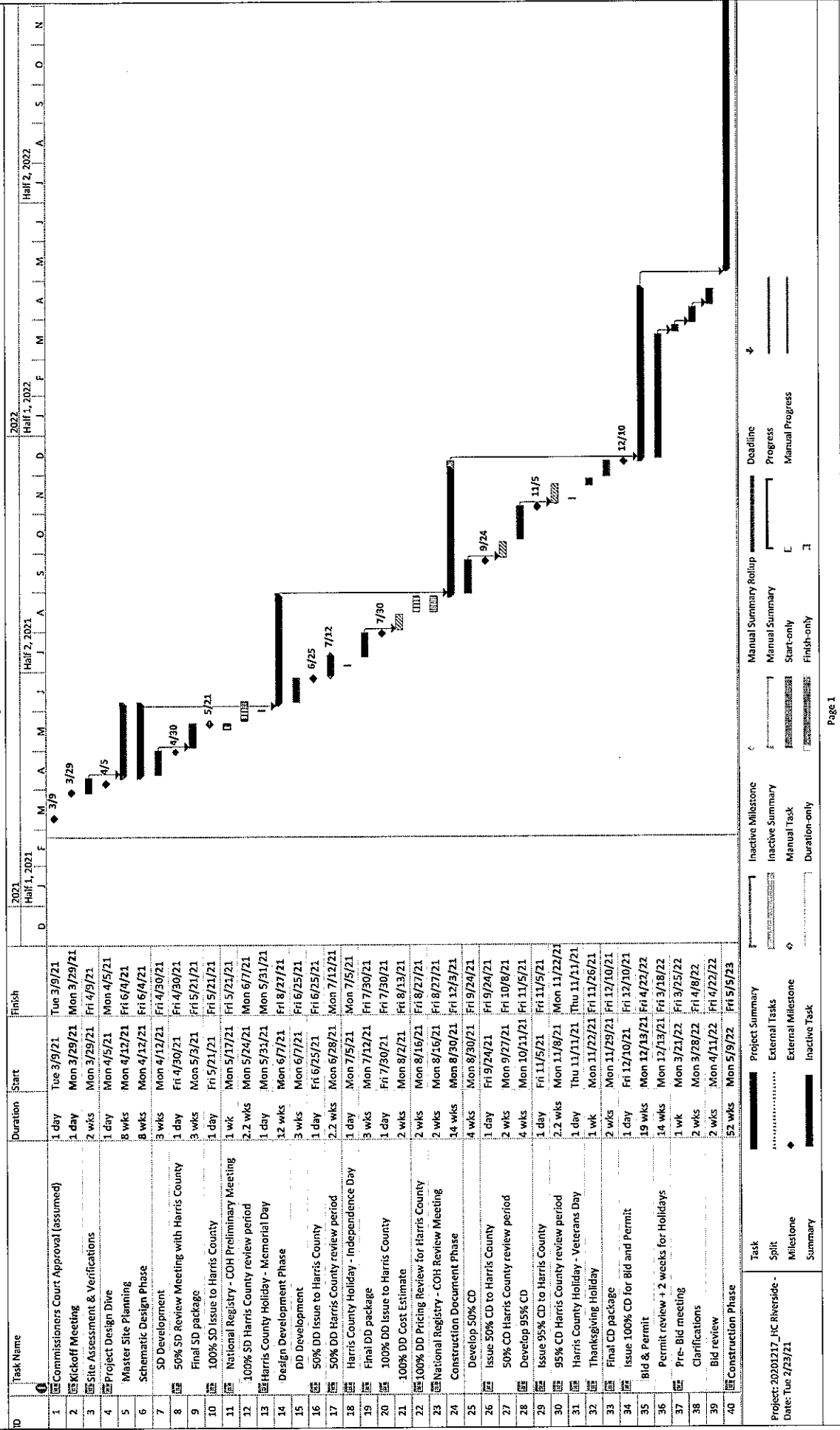
1. Attend and assist County in Pre-Construction Conferences.
2. Make weekly visits unless approved otherwise by the County to familiarize himself/herself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. After each visit, the Architect shall prepare a written report for the County of his observations of the progress and quality of work performed pursuant to the contract documents. In performing these services, the Architect will endeavor to protect the County against defects and deficiencies in the Work, but the Architect neither guarantees the performance of the Contractor nor accepts responsibility for the Contractor's means, methods and worker's safety.
3. Consult with and advise the County during construction. Architect will issue all instructions to the Contractor requested by the County, review and sign and issue routine Changes in Contract for County's approval. Architect will review and respond to all RFI's (Request for Information) within 48 hours.
4. Review shop, laboratory, and mill tests of materials and equipment and promptly report to County any deficiencies noted.
5. Review submittals and shop drawings, furnished by Contractor, for compliance with design concepts and specifications and with information given in the contract documents.
6. Consult with and advise the County during construction. Assist the County in the preparation of "Supplemental Information" and "Proposed Change Requests"; Consultant will issue all instructions to the Contractor requested by the County, review and sign and issue routine Changes in Contract for County's approval.

7. For those projects designated to seek LEED certification:
  - a. Review Contractor submittals for compliance with LEED requirements.
  - b. Complete documentation for A/E construction credits and prerequisites. Review Contractor's LEED credits for completeness.
  - c. Conduct periodic LEED status review meetings and update LEED scorecard as needed.
  - d. Coordinate with Commissioning Agent for completion of all Commissioning activities.
8. Review monthly and final estimates on forms provided by the County for payments to Contractor, and sign the appropriate certifications thereon.
9. Assist the County in (1) performance tests required by specifications, or in (2) the initial operation of the Project.
10. Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. Issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
11. Prepare punch list(s) and review final punch list.
12. Prepare Record Drawings within 60 days of project close-out; (Drawings should be pdf and dwg; pdf document to have section bookmarks; reports in pdf)
13. Review and respond in writing on all project schedules as submitted by the contractor.
14. If applicable, verify start-up and commissioning procedures for the project.

F. Post Construction Phase

1. For those designated to seek LEED certification:
  - a. Complete documentation of AE construction credits and prerequisites. Monitor completion of Contractor's credits.
  - b. Submit completed design and construction credits to Green Building Certification Institute (GBCI) for certification.
  - c. Address GBCI clarification if required.
  - d. Appeal design and construction credits and prerequisites if required.
  - e. Process AE LEED certification documents.

# Harris County Riverside General Hospital Phase I Exhibit B - Project Schedule





**"EXHIBIT C" - Compensation for Professional Services**  
**Project Name: Riverside General Hospital - Comprehensive Assessment, Planning & Design**  
**UPIN: 20035MF1GW01**  
**Construction Cost Estimate: \$8,000,000.00**

1	Programming	\$ -
2	Schematic Design	\$ 132,000.00
3	Design Development	\$ 158,900.00
4	Construction Document	\$ 333,670.00
5	Bidding Phase and Negotiation	\$ 18,330.00
6	Construction Contract Administration	\$ 237,100.00
7	Post Construction	\$ -
<b>Sub-Total Basic Services (1-7):</b>		<b>\$ 880,000.00</b>

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

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

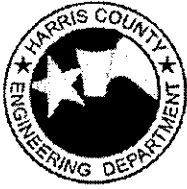
A1	Authorized reproduction over sets specified in this agreement - Invoice Cost	\$ 6,000.00
A2	Off-site utilities and engineering - Invoice Cost plus 10%	\$ -
A3	Revisions to drawings, specifications or other documents - Hourly	\$ -
A4	Fees and costs incurred for obtaining all federal, state and local permits and approvals - Invoice Cost	\$ 10,000.00
A5	Preparing Construction Documents to remove asbestos-containing material from existing facility as part of "Demolition Plan."	\$ -
A6	Energy Model (Firm Fixed Fee)	\$ 16,000.00
A7	Third Party Commissioning Agent - Invoice Cost plus 10%	\$ 35,000.00
A8	Furniture, Fixtures and Equipment selection, specification & installation services (Firm Fixed Fee)	\$ -
A9	Programming	Prior Scope
A10	Measured drawings	\$ 9,530.00
A11	Existing facilities surveys	\$ -
A12	Site Evaluation and Planning (for center portion of the site)	
A13	Building information modeling	Basic Service
A14	Civil Engineering	\$ 30,000.00
A15	Landscape design (for center portion of the site)	
A16	Architectural Interior Design	\$ -
A17	Detailed cost estimating - Invoice Cost plus 10%	\$ 20,000.00
A18	On-site project representation - Hourly Rates	\$ -
A19	As-constructed record drawings - Hourly Rates	\$ -
A20	Post occupancy evaluation	\$ -
A21	Facility Support Services	\$ -
A22	Coordination of Owner's consultants	Basic Service
A23	Telecommunications/data design & Audio Visual - Invoice Cost plus 10%	\$ 37,620.00
A24	Security Systems Engineering - Invoice Cost plus 10%	\$ -
A25	Commissioning	\$ -
A26	LEED® Certification - Fixed Fee	\$ 82,500.00
A27	Fast-track design services	\$ -
A28	Historic Preservation	\$ 36,850.00
A29	Furniture, Finishings, and Equipment Design	\$ -
A30	Sustainable Design in coordination with Owner's Standards and Policies	Basic Service
A32	Low Voltage Lighting Design	\$ -
A33	Audio-Visual Systems Design	\$ -
A34	Preparation for, and attendance at a public presentation, meeting or hearing, as required by the project	\$ -
A35	Geotechnical Report - Invoice Cost plus 10%	
A36	Subsurface Utility Engineering - Invoice Cost plus 10%	\$ -
A37	Site & Offsite Survey - Invoice Cost plus 10%	
A38	Elevator Design Services - Invoice Cost plus 10%	\$ -
A39	Building Graphic Design Services - Hourly rates	\$ -
A40A	Acoustical Design Services - Invoice Cost plus 10%	\$ -
A40B	Structural Engineering for Unknown Site Conditions - Invoice Cost plus 10%	\$ -
A41	Traffic Impact Analysis/Study - Invoice Cost plus 10%	\$ -
A42	GBCI Leed Certification Fees - Invoice Cost	\$ 6,000.00
A43	Authorized Travel - Invoice Cost	
A44	Comprehensive Assessment, Planning & Design Services	\$ -
A45	Building Envelope	\$ 60,500.00

**Sub-total Additional Services**

**\$350,000.00**

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

**\$ 1,230,000.00**



## **EXHIBIT D: ARCHITECT TEAM ACKNOWLEDGMENTS**

1. The following is the group of providers selected to perform the obligations described in the Agreement.
  
2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under "Special Designation" Box:
  - **MWBE** (Minority and Women Owned Business Enterprise)
  - **SBC** (Small Business Enterprise)
  - **HUB** (Historically Underutilized Business)
  - **DBE** (Disadvantaged Business Enterprise )
  
3. Also, all contract values must be identified in the table under "Contract Value".

<b>Responsibility</b>	<b>Firm</b>	<b>Special Designation</b>	<b>Contract Value</b>
<b>Prime</b>	<b>Kirksey Architecture</b>		
<b>Associate Architect</b>	<b>Harrison-Kornberg Architects</b>	<b>MBE</b>	<b>\$213,850</b>
<b>MEP Engineer</b>	<b>E&amp;C Engineers &amp; Consultants, Inc.</b>	<b>WBE, SBC, HUB</b>	<b>\$180,000</b>
<b>Structural Engineer</b>	<b>JQ Engineering</b>	<b>MBE, SBC, HUB, DBE</b>	<b>\$89,000</b>
<b>Civil Engineer</b>	<b>MBCO Engineering, LLC</b>	<b>WBE, SBC, HUB, DBE</b>	<b>\$25,000</b>
<b>AV, IT &amp; Security</b>	<b>4b Technology Group, LLC</b>	<b>WBE, SBC, HUB, DBE</b>	<b>\$34,200</b>
<b>Building Envelope</b>	<b>Terracon – Building</b>		

<b>Consultant</b>	<b>Exterior Solutions</b>		
<b>Historical Consultant</b>	<b>Anna Mod with MacRostie Historic Advisors LLC</b>		
<b>LEED Services</b>	<b>E&amp;C Engineers &amp; Consultants, Inc.</b>	<b>WBE, SBC, HUB</b>	<b>\$20,000</b>
<b>LEED Services</b>	<b>JQ Engineering</b>	<b>MBE, SBC, HUB, DBE</b>	<b>\$4,500</b>

Percent of contract in dollars allocated to (MWBE, SBC, HUB or DBE) Consultants 45 %.

- The Consultant understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.
- If the contract value of the subconsultant fee(s) are modified from the original amount, it must be approved by the Engineering Department's MWBE, SBC, HUB or DBE Compliance Officer.



6909 Portwest Drive  
Houston Texas 77024  
713 850 9600  
Kirksey.com

**DATE** March 1, 2021 – Rev 04

**CLIENT** Harris County Engineering Department

**PROJECT** Harris County Riverside General Hospital - Phase 1 Proposal

**KIRKSEY PROJECT #** 2021010

**Proposal /  
Agreement**

This Proposal is between Kirksey Architects, Inc. d/b/a Kirksey ("Architect") located in Houston, Texas and Harris County Engineering Department ("Client") located at 1001 Preston, 5<sup>th</sup> Floor, Houston, Texas 77002. The Client wishes to retain Kirksey to provide services in connection with the following project: Harris County Riverside General Hospital, 3204 Ennis Street, Houston, Texas 77004.

#### **A SCOPE OF SERVICES**

The specific Basic Services to be provided by the Architect, and the initial assumptions made with respect to the provision of such services, are described in **Attachment A - Scope of Services** of this Agreement. Additional and Excluded Services are also described in Attachment A. All services provided by the Architect shall be referred to herein as the "Basic Services". Any services not included in the Basic Services are excluded or are to be provided as "Additional Services".

#### **B COMPENSATION AND PAYMENT**

The consideration payable to the Architect for the Basic Services and Additional Services expenses, and costs and the times and method of payment are set forth in **Attachment B** of this Agreement.

#### **C SCHEDULE OF SERVICES**

Terms pertinent to the schedule for performance of the Architect's Services are set forth in **Attachment C** of this Agreement.

#### **D TERMS AND CONDITIONS OF SERVICE**

Other terms and conditions of service are set forth in the **Terms and Conditions** attachment.

Upon execution, the Architect is authorized to proceed with services under the terms, conditions, and parameters contained herein. This Proposal may be amended only in writing with the signature of both parties, although the parties acknowledge that these terms, conditions, and parameters may later be converted to an appropriate AIA form agreement or other document.

**KIRKSEY ARCHITECTS, INC.**

Name: Benito Guerrier, AIA  
Title: Executive Vice President  
Date: March 1, 2021

**HARRIS COUNTY ENGINEERING DEPARTMENT**

Name:  
Title:  
Date:

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

The specific Basic Services to be provided by the Architect, and the initial assumptions made with respect to the provision of such services, are described below. Services not identified as Basic Services constitute Additional Services for which additional compensation may be due.

Our understanding of the Basic scope of services includes: Renovation of the core and shell of 3 existing historical buildings and associated site work of approximately 30' around each building including required parking.

### **BASIC SERVICES**

The project scope of work includes, but is not limited to the following:

- Historic Building restoration:
  - Core and shell renovation of all 3 existing buildings. To include restoration of exterior envelope, restrooms, building circulation including lobbies, stairs and elevators, and full Mechanical, Electrical and Plumbing infrastructure, structural and all requirements to support the future interior build-out
    - Hospital: The first floor of the main hospital building will be built out with a meeting room. The infrastructure will be included for a catering kitchen, to be built out at a later date
- Site Utilities:
  - There will be no site improvements for parking, landscaping, sidewalks, or entry plazas under this phase
- We anticipate having 10 Design meetings as follows:
  - Schematic Design: include 2-3 coordination meetings
  - Design Development: include 2-3 coordination meetings
  - Construction Documents: include 3-4 coordination meetings
  - Permitting / CA: assume COH permitting and City of Houston Historic Preservation Office Review

Our work will include the following consultants: Refer to Attachment B for list of consultants.

### **ADDITIONAL SERVICES**

- Civil Engineering – Water capacity application and storm water detention as required by code and regulations for any minor existing building access modifications
- Building Envelope Systems
- Technology, AV & Security
- Historic Preservation
- Cost Estimating
- Third Party Commissioning Agent
- LEED Services for the certification and documentation of the 3 existing buildings
- GBCI fees
- Energy Modeling
- Authorized Reproduction / Printing
- Fees for Obtaining Permits

**SCHEMATIC DESIGN PHASE SERVICES**

The Architect shall review and evaluate general parameters for the Project and thereafter confirm with the Client the requirements for the Project. Based upon the agreed-upon requirements, the Architect shall prepare Schematic Design Documents illustrating the scale and relationship of Project components. The documents may consist, each as appropriate or agreed, of drawings and other documents including a site plan, and preliminary building plans, sections and elevations as well as a combination of study models, perspective sketches, or digital modeling. The Architect shall submit the Schematic Design Documents to the Client for the Client's written approval.

**DESIGN DEVELOPMENT PHASE SERVICES**

The Architect will provide the Client with a Design Development package including architectural, civil, structural, and MEP drawings for the Client's review and approval. The Design Development package will be provided to a selected cost construction consultant for pricing, to confirm alignment with Harris County Budget.

The Architect shall submit the Design Development documents to the Client, advise the Client of any adjustments to the estimate of the Cost of the Work, and request the Client's approval.

**CONSTRUCTION DOCUMENTS PHASE SERVICES**

Based on the Client's approval of the Design Development Documents, and on the Client's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Client's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Client and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Construction Administration Phase Services section.

The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project necessary to secure required approvals. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**BID NEGOTIATION / PERMITTING PHASE SERVICES**

Architect shall assist the County distribute bid documents as required. Architect shall assist the Contractors with clarifications of bid documents issued during the bidding phase. Architect shall coordinate the building permit application with the City of Houston.

**CONSTRUCTION ADMINISTRATION PHASE SERVICES**

The Architect's responsibility to provide Construction Phase Services commences with the award of the contract for construction and terminates at the earlier of the issuance of the final certificate for payment or 60 days after the date of substantial completion.



Construction Administration Services are based on a 12-month construction schedule. Architect has assumed two (2) site visits per month, plus two (2) punch visits for a total of 26 site visits. Architect will submit additional services request to Harris County prior to anticipated additional work for Harris County Commissioner's Court approval. Architect has assumed 2 hours for each site visit. Additional site or inspections beyond the totals listed above shall be considered Additional Services and compensated accordingly.

Subject to the parameters above, the Architect shall conduct an inspection to determine (1) the date or dates of substantial completion and issue certificates of substantial completion and (2) the date of final completion and issue a final certificate for payment.

Duties, responsibilities and limitations of authority of Architect shall not be restricted, modified or extended without written agreement of the Client and Architect. Architect shall not have authority to act on behalf of the Client except to the extent that the Owner authorizes in writing the Architect to so act on its behalf.

The Architect shall review and take appropriate action upon contractor's submittals such as shop drawings but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's review shall not address the accuracy and completeness of other information such as dimensions or quantities or constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.

The Architect shall prepare documentation necessary to effect changes directed or approved in accordance with the Harris County General Conditions for Building Construction and Related Work. Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion.

The Architect shall not have control over or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, nor shall the Architect be responsible for the contractor's failure to perform or for acts or omissions of the contractor or of any other persons or entities performing the work.

The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required as part of the Basic Services set forth herein, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general in accordance with the Professional Standard of Care, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Client reasonably informed about the progress and quality of the Work completed, and report to the Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Architect shall review and certify amounts due the contractor based upon the Architect's site visit observations and the data in each application for payment. Such certificates indicate the Architect's belief that the work has progressed to the point indicated and the quality is in accordance with the contract documents, each subject to qualification, if noted. Moreover, the

issuance of a certificate for payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections of the quality or quantity of the work, reviewed construction means, methods, techniques, or sequences, reviewed requisitions or other data to substantiate the contractor's right to payment, or ascertained how or for what purpose the contractor has used funds previously paid.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will provide recommendation to the Owner, who has the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

#### **LEED SERVICES**

The Architect shall coordinate the Leadership in Energy and Environmental Design (LEED) design and certification process and work with the Client in developing the certification/submission schedule, determining the number of LEED points targeted for the Project, and evaluating various strategies. If approved by the Client, the Architect shall register the Project with the Green Building Certification Institute (GBCI), prepare submittals for Credit Rulings as appropriate, and submit a LEED Certification Application to the GBCI. The Client shall provide all required documentation, upon which the Architect may rely, and be responsible for all registration, credit ruling, and application fees, if any.





## ATTACHMENT B

### 1 COMPENSATION AND PAYMENT

The Client agrees to compensate Architect for the **Basic Services** identified in **Attachment A** as shown in the following Fee Schedule as **Attachment B**:

Basic Services	SD	DD	CD	Bid / Permit / CA	Total
<b>Architect:</b> Kirksey with Harrison Kornberg Architects	\$ 91,650	\$ 91,650	\$ 226,070	\$ 201,630	\$ 611,000
<b>MEP:</b> E&C Engineers & Consultants, Inc.	\$ 27,000	\$ 45,000	\$ 72,000	\$ 36,000	\$ 180,000
<b>Structural:</b> JQ Engineering					\$ 89,000
<b>Total Basic Services</b>					\$ 880,000

<b>Additional Services</b>	
<b>Measured Drawings:</b> Kirksey	\$ 9,530
<b>Building Envelope:</b> Terracon, Building Envelope Systems	\$ 60,500
<b>Civil Engineering:</b> MBCO Engineering, LLC	\$ 30,000
<b>Technology, AV &amp; Security:</b> 4b Technology Group	\$ 37,620
<b>Historic Preservation:</b> MacRostie Historic Advisors, LLC	\$ 36,850
<b>Cost Estimating:</b> Allowance	\$ 20,000
<b>Third Party Commissioning Agent:</b> Allowance	\$ 35,000
<b>LEED:</b> Kirksey, E&C, and JQ	\$ 82,500
<b>GBCI fees:</b>	\$ 6,000
<b>Energy Modeling:</b> Kirksey	\$ 16,000
<b>Authorized Reproduction / Printing:</b>	\$ 6,000
<b>Fees for Obtaining Permits:</b> Purchase of Permit by Awarded GC	\$ 10,000
<b>Total Additional Services</b>	\$ 350,000
<b>Total Basic Services and Additional Services</b>	\$ 1,230,000

## **2 PAYMENT**

Architect shall invoice the Client monthly in proportion to services performed and reimbursable expenses incurred. Payment is due upon receipt of invoice. A billing and payment schedule by phase shall be agreed to and followed on projects with more than one phase. Full payment for each phase is required at the completion of each phase. Interest shall accrue on amounts due and unpaid starting 30 days after invoice date at prime lending rate, as published in the then current Wall Street Journal, plus two percent (2%) until paid; however, in no event shall the interest rate exceed the maximum allowed by applicable law. Moreover, if payment is not made within forty-five (45) days of the invoice date, Architect shall have the right to suspend performance of services under this Agreement pending receipt of payment. In any event, prior to issuance of a final certificate for Payment, Client shall make final payment for all services performed and expenses incurred by Architect.

If an initial payment has been agreed to, it shall be made upon execution of the parties' Agreement and will be credited to the Client's final payment for services and expenses.

Client objections to an invoice, or portion thereof, if any, must be stated in writing within fifteen (15) calendar days of receipt of Architect's invoice for payment. Failure to make any written disputes within such time shall waive any and all disputes regarding the amounts stated in the invoice. The undisputed portions of payments due to Architect shall not be deferred with any disputed amount claimed by the Client and will be paid to Architect without delay in accordance with the terms of this Agreement. No deductions shall be made from Architect's compensation due to penalty, liquidated damages or other sums withheld from payments to contractors, fabricators, or suppliers, or on account of the cost of changes in the Work other than those for which Architect has been found to be liable for the amounts in a binding dispute resolution proceeding.

## **3 COMPENSATION**

**3.1** We propose a lump sum fee for Basic Services of \$880,000.00 plus Additional Services and Reimbursables. Refer to Attachment B for fee breakdown.

**3.2** Architect shall be compensated for Basic Services either by stipulated sum, percentage of construction cost, hourly based upon time expended by Architect, or as otherwise agreed to in writing by the parties.

**3.3** Where Architect is compensated on an hourly basis, compensation shall be as follows:

Principal Team Member .....	\$225—\$260 per hour
Senior Team Member.....	\$150—\$195 per hour
Team Member .....	\$95—\$140 per hour
Team Assistant.....	\$80—\$85 per hour

**3.4** If the Project is not completed within 6 months from the Client's authorization to proceed, Architect shall have the right to renegotiate the compensation for all services remaining to be performed. Architect's hourly rates and multiples may also be adjusted annually in accordance with the Architect's normal salary review practice.

**3.5** Architect's accounting records that pertain directly to services billed on an hourly basis and reimbursable expenses incurred on this Project shall be available to the Client at mutually convenient times. Highly detailed or redundant invoice abstracts/presentations will be furnished



upon request and time expended will be invoiced as Additional Services. Documentation will be made available for reimbursable items in excess of twenty-five dollars (\$25.00).

#### **4 ADDITIONAL SERVICES**

**4.1** Any service not identified as a Basic Service constitutes an Additional Service for which additional compensation may be due and a schedule adjustment may be appropriate. The Architect shall notify the Client of the need for an Additional Service and obtain the Client's written approval. Examples of Additional Services include services necessitated by changes in the initial information or project scope, revisions from prior approvals, or changes needed due to changes in codes, laws, or regulations.

## **ATTACHMENT C**

### **1 GENERAL**

The Architect has created an initial schedule for performance of the Architect's Basic Services. The initial schedule may subsequently be refined or adjusted as the scope and other parameters are developed. Moreover, while time limits established by the schedule shall not generally be exceeded, the schedule may subsequently be extended as reasonably required due to the exercise of the Standard of Care, as a result of factors or conditions not the fault of the Architect, or other reasonable cause. Additional terms pertinent to the schedule and Architect's performance thereunder are as provided in the Terms and Conditions.

### **2 SCHEDULE FOR BASIC SERVICES**

The schedule for the Basic Services has been initially anticipated as approx. (107) weeks. The schedule is further broken down by the following sub-phases:

- Pre-Design – (2) weeks
- Schematic Design – (8) weeks
- Design Development – (12) weeks
- Construction Documents – (14) weeks
- Bidding and Negotiations and Permit - (19) weeks
- Construction Administration - (52) weeks

In meeting such schedule, the Client and the Architect shall cooperate and coordinate their activities, to allow the Architect to perform their services as expeditiously as is consistent with the Professional Standard of Care set forth in Attachment D, as applicable, and the orderly progress of the Work.

## ORDER OF COMMISSIONERS COURT

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 AGREEMENT SUPPLEMENT BETWEEN HARRIS COUNTY AND KIRKSEY ARCHITECTS, INC. D/B/A KIRKSEY FOR SECOND AMENDMENT TO PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES AGREEMENT

Commissioner \_\_\_\_\_ introduced an order and moved that 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 meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

#### IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Agreement Supplement between **Harris County** and **Kirksey Architects, Inc. d/b/a Kirksey** for the Second Amendment to Professional Architecture and Engineering Services Agreement.
2. The Harris County Engineering Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.