



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

September 03, 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 Seventeenth 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:** \$10,064,500 previously approved funds for the term 02/11/2021 - 02/10/2022  
1,950,550 additional funds for the term 02/11/2021 - 02/10/2022  
\$12,015,050

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

The Seventeenth Amendment increases funding for 701 N. San Jacinto Ceiling Replacement. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in black ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf  
Purchasing Agent

NG  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 14, 2021**



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

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

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

***Recitals***

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

The Agreement has been amended to add various projects.

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

***Terms***

**I.**

This Seventeenth 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 Detention Center Program – 701 N. San Jacinto Ceiling Replacement Package (the "Project"). The Project shall be completed by Engineer in accordance with the proposal dated August 5, 2021, and attached hereto as Exhibit A and incorporated by reference.

### III.

#### LIMIT OF APPROPRIATION ("LOA")

Engineer understands and agrees, except as otherwise expressly set forth in this Seventeenth Amendment, the understanding and agreement being of the absolute essence of the Agreement and Seventeenth Amendment, that the total maximum compensation that Engineer may become entitled to for the Project, and the total maximum sum that County shall become liable to pay to Engineer for the Project, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Nine Hundred Fifty Thousand Five Hundred Fifty and 00/100 Dollars (\$1,950,550.00) (the "Contract Price"), as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

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

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

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

### IV.

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

### V.


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

VI.

EXECUTION

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

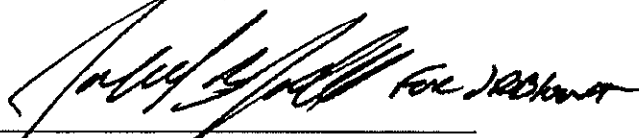
JOHNSTON LLC

By:   
Name: Alan Johnston  
Date: 08/26/2021

HARRIS COUNTY

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

ATTESTED BY

  
Harris County Engineering

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE  
COUNTY ATTORNEY

By: Sahar Rabat-Torki  
Sahar Rabat-Torki  
Assistant County Attorney  
C.A. File 21GEN2316

## **EXHIBIT A**

**Professional Design Services Proposal for the Harris County Detention Center Program – 701 N.  
San Jacinto Ceiling Replacement Package dated August 5, 2021**

**(follows behind)**



August 5, 2021

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

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

Mr. Frazelle,

We appreciate the opportunity to provide **Harris County (Client)** this proposal for the **Detention Facility at 701 N San Jacinto, Houston, TX 77002**. We are excited for the opportunity as our design team is fully engaged and prepared to begin work immediately upon your acceptance of our proposal.

#### **PROJECT INFORMATION**

This proposal was created in accordance with the on-going Capital Improvement Program currently underway in Harris County detention facilities. Several improvement packages are set to occur above existing ceiling locations (e.g. fire alarm replacements, fire sprinkler replacements and LED lighting upgrades). These require selective demolition of the framework to replace aged and failing MEP systems. The individual cost impacts to each project for these ceiling repairs were greater than what was originally budgeted for. To address this unforeseen issue, the Construction Manager identified a cost-effective solution. This solution took a collective approach which resulted in a time-saving reduction in the construction schedule and therefore an overall reduction in budget. This design will identify complete ceiling systems to be removed and replaced with new updated components which comply with state regulations for detention facilities and will ultimately provide more efficient future access, ensuring proper maintenance of the MEP systems located within the ceiling. Not only did the solution provide a reduction in scheduled construction, it also created both an opportunity for cost savings in materials and increased the efficiency of future maintenance.

#### **BASIC SERVICES**

Basic services are divided into five phases: Schematic Design, Design Development, Construction Documents, Bid and Permit, and Construction Administration. Throughout these phases, the professional services provided will include:

- Project Management
- Planning
- Architecture



- Interior Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering

## **SCHEMATIC DESIGN**

The Schematic Design phase involves collaboration with Harris County. All architectural, space planning, interior design and MEP-related portions of the Schematic Design package are based upon information gathered during initial work sessions with Harris County. At the end of this phase, Johnston will provide a detailed report capturing key design elements and outlining the project's design-specific intentions.

Items required:

1. Existing documents (drawings/photos/specs/lists/calculations)
2. Program requirements (ceiling areas to be replaced)

Deliverables:

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

## **DESIGN DEVELOPMENT**

The design development phase involves preliminary work sessions which secure Harris County's sign-off on Johnston's designs. We utilize information gathered during these sessions to address specialty ceiling requirements and develop plans consistent with the state jail commission requirements. This phase is where we develop reflected ceiling plans (RCP) including pertinent elevations and the division of specific sections. We also collect data contingent to selecting specific ceiling materials.

Items required:

1. Program review and comments

Deliverables:

1. Meeting Minutes
2. Life safety plan at 1/16" scale
3. DD floor, ceiling plans at 1/8" scale
4. Enlarged floor plans of key areas at 1/4" scale
5. Interior design concept of main public spaces
6. Interior finishes selections
7. Specialty ceiling details



## **CONSTRUCTION DOCUMENTATION**

Johnston will prepare the following documents for review by the design team:

- Floor plans,
- Interior elevations,
- Partition types,
- Ceiling types,
- Project details and component schedule
- Lighting systems
- Refinements to previously presented recommendations for interior finish selections, and
- Specialty area treatments

Johnston shall assist the client with their responsibility of filing the required documents for the approval of governmental authorities with jurisdiction (AHJ). The General Contractor is responsible for submitting plans to the AHJ(s) for permitting.

### **Deliverables:**

1. Construction Drawings
2. Specifications

## **BID / PERMIT PHASE**

Johnston will transmit drawings electronically to the General Contractor for their use in obtaining pricing from subcontractors and will collaborate with the General Contractor in the evaluation of these bids. Johnston will be available to answer questions during the bidding process and will provide responses to any permit-related comments during this phase.

## **CONSTRUCTION ADMINISTRATION PHASE**

Johnston shall coordinate the administration of the Contract for Construction, participate in the CA kick-off meeting and interim site reviews as required. Additionally, Johnston will take part in the final AHJ review, TJC review and final punch list walk through. We anticipate construction services requiring **20** OAC meetings and **20** site observation visits to coincide with OAC meetings for the duration of construction per approved project schedule. OAC meetings and site observations provide oversight of progress and work quality; they determine whether the product is in accordance with the Contract Documents and other applicable regulations. Created from on-site observations, Johnston's regular updates on progress and work quality will guard the client against potential defects and deficiencies in materials and installation. Johnston's responsibility to provide Construction Administration Services under this Agreement begins with awarding the Contract for Construction and ends when the final Certificate for Payment is issued to the client or 30 days after the date of Substantial Completion of the Work.

### **Deliverables:**

1. Site observation reports





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

## PROJECT DELIVERY METHOD

The project delivery method will be utilizing the program CMAR. A digital site will be set up for the exchange of all documents and team members will use a secure password for access. As requested, all digital drawing files will be converted and submitted in Revit format.

## SCHEDULE

In keeping with the client's goal of beginning development in January of 2022, an accelerated work schedule is reflected below. This is a preliminary project design schedule and process review timeline. The acceleration is accounted for in our fees. Starting from NTP, the summary of duration is as follows:

Phases	Duration
Schematic Design Phase	(3) weeks
Design Development Phase	(5) weeks
Construction Documentation Phase	(5) weeks
Bidding	(4) weeks
Permitting (estimation)	(4) weeks
Construction Administration Phase	(108) weeks
<b>Schedule Total</b>	<b>(32) Months</b>

## COMPENSATION

Compensation for Professional Design Services described in this letter will be deemed **Lump Sum Amount**. Johnston will bill monthly and request payment within 30 days of the invoice 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 \$17,000,000 is used for the fee calculation.

Basic Services Fee: **ONE MILLION NINE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY (\$ 1,950,550.00)**

701 San Jacinto Ceiling Replacements – BASIC SERVICES	
Johnston (Architecture, Structural, Mechanical, Electrical, Plumbing)	
SD	\$ 351,099.00
DD	\$ 507,143.00
CD	\$ 682,693.00
Bidding & Permitting	\$ 117,033.00
CA	\$ 292,583.00
<b>Total Basic Services Fee, including Reimbursables Expenses</b>	<b>\$1,950,550.00</b>

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



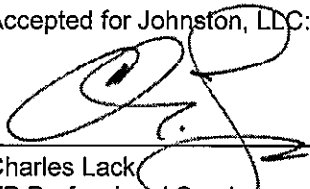

#### CLARIFICATIONS

- Johnston will not be required to carry bid bonds, performance bonds, or bank guarantees.
- Johnston has included any fees required for COH plan review.
- In lieu of As-built documentation, Johnston will provide (1) electronic record drawing of architectural, MEP, and structural in Revit format at the completion of the project.
- Services procured by the Client and coordinated with the design team will include:
  - A. Construction Manager
- A list of consultants may be needed who are not covered in Johnston's scope. The Client is to carry a professional fee contingency for:
  - A. Signage/Graphics/Wayfinding Consultant
  - B. Security Equipment Consultant
  - C. Furniture, Fixtures Selection and Specifications
  - D. Acoustical/Vibration Consultant

If you have any questions, please contact us at 713.244.8300. We are happy to discuss this proposal in more detail and thank you again for this opportunity. We anticipate moving forward, if the above meets with your approval please sign below and return to Johnston. 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 5, 2021  
\_\_\_\_\_  
Date Signed

Accepted for **Harris County**:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date Signed

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

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

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

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

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

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

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County the Seventeenth Amendment to the Agreement between Harris County and Johnston LLC for the Harris County Detention Center Program – 701 N. San Jacinto Ceiling Replacement Package at a cost of \$1,950,550.00 to the County. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.