

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FORT BEND COUNTY FOOTBALL FIELDS UPGRADES – PHASE I**

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and IDG Architects, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Architectural and Engineering Services, (hereinafter “Agreement”), upon the County’s determination that the Contractor was the most highly qualified provider of the desired services; and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services under the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed four thousand eighty dollars and 39/100 (\$4,080.39) to perform the additional Services, as described in Contractor’s Invoice No. 6001-01-08 dated August 22, 2022 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed ninety-nine thousand eighty dollars and 39/100 (\$99,080.39), authorized as follows:
 - \$49,500.00 under the Agreement;
 - \$45,500.00 under the Amendment; and
 - \$4,080.39 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. The parties hereby agree the terms and conditions of the Agreement have remained in effect to date and the Time of Performance shall be extended to end no later than September 30, 2023.

5. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

IDG ARCHITECTS, INC

KP George, County Judge



Authorized Agent – Signature

Date

Ben McMillan AIA

Authorized Agent – Printed Name


ATTEST:

Laura Richard, County Clerk

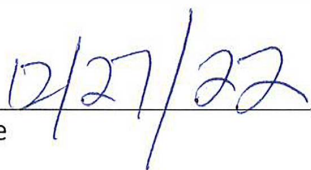
CEO

Title

APPROVED:



Darren McCarthy
Parks and Recreation Director



Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Parks\South Post Oak Park\Football Fields\Amend 2 - A&E.Football Fields.IDG.docx.11/29/2022. 19-Parks-500074-A2

EXHIBIT A



440 Benmar Dr. Suite 3335
 Houston, TX 77060
 832-448-2462

Fort Bend County
 PO Box 509
 Fresno, TX 77545
 Darren McCarty

Invoice Number: 6001-01-08
Date: 8/22/2022

Project: 6001-01 FBC Football Upgrades

Reimbursables:

City of Houston Permit fee	112.95	
City of Houston Code Enforcement fee	342.44	
		Subtotal: 455.39

Additional Services (County Requested):

Marshall Engineering Invoice 4139 - PSSA #4	1,425.00	
Marshall Engineering Invoice 4152 - PSSA #6	1,400.00	
Marshall Engineering - PSSA #5	800.00	
		Subtotal: 3,625.00

Invoice Total:		4,080.39
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Approved by:

Ben S. McMillan, AIA, NCARB, NOMA
 Principal-In-Charge