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**SECOND AMENDMENT TO AGREEMENT FOR
CONSTRUCTION SERVICES FOR THE NORTH LIBRARY – PRECINCT 3**

(AGCM, Inc. – RFQ 21-095)

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and AGCM, Inc. (“Consultant”), a corporation duly authorized to conduct business in the state of Texas. County and Consultant are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on September 14, 2021, for construction services for the Precinct 3 North Library pursuant to RFQ 21-095 as was later amended by document executed on or about February 14, 2023 (collectively the “Agreement”), which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Consultant, to increase the total Maximum Compensation for the completion of such services, to extend the time for performance, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Consultant an additional Thirty-Seven Thousand Five Hundred Ten and 00/100 Dollars (\$37,510.00) for the performance and completion of additional services as described in Consultant's Letter dated September 22, 2023 (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Three Hundred Six Thousand One Hundred Twenty-Five and 00/100 Dollars (\$306,125.00) authorized as follows:

\$217,620.00	under the Agreement
\$50,995.00	under the First Amendment
\$37,510.00	under this Second Amendment
TOTAL	\$306,125.00

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Six Thousand One Hundred Twenty-Five and 00/100 Dollars (\$306,125.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Six Thousand One Hundred Twenty-Five and 00/100 Dollars (\$306,125.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County. Substantial completion shall be extended to November 30, 2023. Consultant shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND 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.
7. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.

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{Execution Page to Follow}

FORT BEND COUNTY, TEXAS

AGCM, INC.



KP George, County Judge

Authorized Agent – Signature

Chris Majors

Date

Authorized Agent- Printed Name

Vice President

ATTEST:

Title

11/8/2023

Laura Richard, County Clerk

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, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

Exhibit A-2: AGCM, Inc.'s Letter dated September 22, 2023

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EXHIBIT A-2

September 22, 2023

James Knight
Director, Facilities Management and Planning
301 Jackson Street
Suite 301
Richmond, TX 77469

RE: Project Management Support for Construction of North Library in Precinct 1 RFQ #21-095

AG|CM respectfully requests a time extension and cost increase Change Order to our current contract for Project Management Support to Fort Bend County on the North Library Project.

Contract Duration:

The revised contract duration and fees noted in our previous extension request were based upon project completion by June 2023 plus 1 month for closeout during July 2023. AG|CM has been able to work efficiently on the project such that we have completed services through end of August 2023 within the revised contract budget.

We propose a fee and duration extension for 2 months + 1 month of closeout in line with the current schedule for opening the facility. We propose our 2 months extension to begin on September 1, 2023 with 1 month for closeout during November 2023.

We propose a Project Manager at an average of 20 hours per week during the extended 2 months of the construction phase and 16 hours per week during closeout.

AG|CM's total proposed fee extension based on the assumed duration and man-hour schedule noted above is **\$37,510**. This equates to 242 man-hours at \$155/hour (the original contract hourly rate). AG|CM will continue to bill for actual hours at the rate noted above. All hourly rates are inclusive of all profit, general administrative overhead costs and personal expenses for each employee.

We greatly appreciate the opportunity to provide Project Management Support Services to Fort Bend County.

Thank you,



Chris Majors, CCM
Vice President, East & South Texas