

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES
SOUTH POST OAK SPORTSPLEX BASEBALL FIELDS IMPROVEMENTS**

THIS THIRD AMENDMENT ("Amendment") is made and entered into by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas, and **IDG ARCHITECTS**, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, on or about April 7, 2021, the Parties entered into *Agreement for Professional Architectural Design Services South Post Oak Sportsplex Baseball Fields Improvements* and subsequently amended on or about August 8, 2022 and again amended on or about September 12, 2023 (collectively hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Contractor, to increase the Total Maximum Compensation, extend the time of performance, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

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 Contractor an additional nine thousand and no/100 dollars (\$9,000.00) for the performance and completion of additional services to include additional scope of work MEP engineering and design construction plans for pressure booster system as described in Contractor's Proposal Letter dated March 13, 2024 (the "Services") attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Two Hundred Thirty-Three Thousand One Hundred Seventy-Six and 56/100 dollars (\$233,176.56), authorized as follows:

\$180,000.00	under the Agreement	
\$43,650.00	under the First Amendment	
\$526.56	under the Second Amendment	
\$9,000.00	under this Third Amendment	
	Total:	\$233,176.56

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Thirty-Three Thousand One Hundred Seventy-Six and 56/100 dollars (\$233,176.56) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Thirty-Three Thousand One Hundred Seventy-Six and 56/100 dollars (\$233,176.56).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended shall terminate on December 31, 2028. Contractor shall complete the tasks described in the Scope of Services and Exhibit A attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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 Amendment shall prevail with regard to the conflict.

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

{Execution Page to Follow}

FORT BEND COUNTY


KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

IDG ARCHITECTS



Authorized Agent - Signature

Ben McMillan, AIA

Authorized Agent - Printed Name

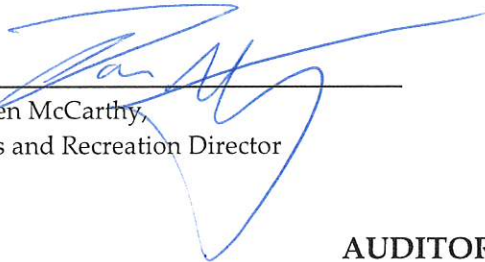
CEO

Title

May 16, 2024

Date

APPROVED:



Darren McCarthy,
Parks and Recreation Director

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

Exhibit A: Contractor's Proposal Letter dated March 13, 2024

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baseball field complex (kcj - 4.29.2024)

Exhibit A

(Follows Behind)



**MEP Engineering & Design Proposal
For
South Post Oak Complex
Pressure Booster System**

This Agreement is made effective as of March 13, 2024, by and between **IDG Architects**, 440 Benmar Dr., Suite 3335, Houston, Texas 77060 and **Marshall Engineering Corporation**, 715 North Houston Ave, Humble, Texas 77338.

In this Agreement, the party who is contracting to receive SERVICES shall be referred to as IDG", and the party who will be providing the SERVICES shall be referred to as "MEC".

IDG desires to have SERVICES provided by MEC.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Following contract approval, MEC will provide the following SERVICES, (collectively the "SERVICES"): Mechanical, electrical and plumbing engineering and design services associated with the design of a domestic water pumping station for the South Post Oak Football Fields. The system shall be designed to provide adequate pressure for the most remote flush valve to operate properly. Electrical design will be to provide electrical service to the duplex pumping station. The system will also include a break tank to separate the system from the utility main.

Deliverables include:

- Mechanical Plans and Details
- Plumbing Plans and Details
- Power Plans and Details
- COMcheck Compliance Report

All plans and specifications will be complete and suitable for bidding, permitting, and construction.

The following are clarifications or exclusions that will apply to the work:

CLARIFICATIONS/ INCLUSIONS:

- The proposal excludes attendance of pre-design or scoping meetings.
- The proposal includes (4) hours of processing RFI Requests.
- The proposal includes (1) virtual design review meeting.
- The proposal assumes a performance of site survey for existing conditions.
- Project will be delivered electronically via PDF files.
- Proposal assumes response to permitting comments, if required.

- **This proposal assumes that the building floor plan is complete and meets all code and ADA requirements. Changes to the plan, once finalized for any reason will be subject to additional services.**

EXCLUSIONS:

- The proposal excludes the design of concrete support bases.
- The proposal excludes the design of an enclosure for the system.
- The proposal excludes the design of fencing.
- The proposal excludes attendance of pre-design or scoping charrettes.
- The proposal excludes post design services (Contractor Bidding, Contractor Bid Analysis, Construction Inspections, Final Inspections, Preparation of As-Built Drawings, Processing Submittal Reviews).
- Proposal excludes NFPA 72 fire alarm and NFPA 13 sprinkler shop drawings.
- The proposal excludes the design of an emergency generator.
- The proposal excludes construction management or supervision services, if required, to be billed additionally.
- The proposal excludes bidding services.
- The proposal excludes site visits, if required will be billed additionally.
- Changes to design documents after permit approval are excluded.

ADDITIONAL ITEMS:

- Special systems design, including but not limited to security systems, CCTV systems, data networks, audio systems, etc. is excluded. MEC will provide power for these systems as defined by others.
- Project will be delivered electronically via PDF files.
- The owner will provide cut sheets and/or utility requirements for all new or existing equipment.

IDG will provide the following in order for MEC to do its work:

- Electronic backgrounds in CADD format of the facility, building floor plans and existing as-builts, etc.
- Details of any work that may affect the new work.

Documents will be electronically prepared in AutoCAD 2018 or higher.

2. PERFORMANCE OF SERVICES. The manner in which the SERVICES are to be performed and the specific hours to be worked by MEC shall be determined by MEC. IDG will rely on MEC to work as many hours as may be reasonably necessary to fulfill MEC's obligations under this Agreement.

3. PAYMENT. IDG will pay a fee to MEC of \$ 9,000.00 per this agreement for the design and post design engineering SERVICES. Phases shall be invoiced based on percent completion. IDG shall pay all invoices within 30 calendar days of the invoice date.

<u>Engineering & Design</u>	<u>\$ 9,000.00</u>
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- | | |
|-----------------------------------|------------|
| • Design Development | \$3,600.00 |
| • Construction Documents | \$4,500.00 |
| • Permit approval of MEP elements | \$900.00 |

Pricing is effective for thirty (30) days from the date of this proposal and is subject to change based on the services required.

Additional work out of listed scope, clarifications, and exclusions, if required, will need to be approved in a Project Supplemental Service Agreement (PSSA) before services can be rendered.

Upon termination of the Agreement, payments under this paragraph shall cease; provided, however, that MEC shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which MEC has not yet been paid. Electronic payments by phone, credit card, or other payment source will be subject to a 1.5% processing fee.

If IDG has not paid an invoice for more than 60 days, MEC may refer collection of the unpaid amount to an attorney or collections agency. If IDG's unpaid invoices are referred to an attorney or collections agency, IDG shall pay all reasonable attorney's fees or collections agency fees.

Initial _____

4. EXPENSE REIMBURSEMENT. MEC shall be entitled to reimbursement for IDG for the following "out-of-pocket" expenses:

- Client will be provided one full set of reproducible signed, sealed and dated drawings, additional printed sets will be billed accordingly.
- Courier Costs (Billed at cost)

5. SUPPORT SERVICES. IDG will not provide support SERVICES, including office space and secretarial SERVICES, for the benefit of MEC.

6. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by MEC of the SERVICES required by this Agreement.

7. SUSPENSION. If MEC's services are delayed or suspended in whole or in part by IDG, or if MEC's services are extended by Contractor's actions or inactions for more than 90 days through no fault of MEC, MEC shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this agreement to reflect, reasonable costs incurred by MEC in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this agreement has been revised.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that MEC is an independent contractor with respect to IDG, and not an employee of IDG. IDG will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of MEC.

9. RETURN OF RECORDS. Upon termination of this Agreement, MEC shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are in MEC's possession or under MEC's control.

10. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Company:

IDG ARCHITECTS
440 Benmar Dr., Suite 3335
Houston, Texas 77060

Email: bmcmillan@idgarch.com

Consultant:

MARSHALL ENGINEERING CORPORATION
715 N. Houston Avenue
Humble, Texas 77338

Email: mecedu@aol.com

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.


13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.


15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

16. SCHEDULE. The design schedule will be further negotiated with IDG. Design time will begin at the receipt of all necessary documents from IDG. Time required for IDG to review submissions shall not be included in design time.

IDG ARCHITECTS

By:  Title: CEO Date: 3/14/2024

MARSHALL ENGINEERING CORPORATION

By:  Date: 03/13/2024
Mr. C. Tony Marshall, P.E. | Senior Engineer