

STATE OF TEXAS

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COUNTY OF FORT BEND

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES  
(FACILITIES ASSESSMENT AND CONSULTING SERVICES – COLE THEATRE)**

THIS AMENDMENT (“Amendment”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Smith & Company Architects, Inc., (“S&C”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Professional Architectural Services, on or about July 23, 2024, (the “Agreement”), and incorporated fully by reference for all purposes, to provide professional architectural and consulting services for the assessment of the Cole Theatre to confirm scope of renovations and budget for such improvements (the “Services”); and

WHEREAS, the parties desire to amend the Agreement for additional Services to be provided and to increase the total Maximum Compensation under the Agreement for the completion of such additional Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree to amend the Agreement as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** S&C shall provide additional Services as described in S&C’s Additional Services Fee Proposal, dated November 11, 2024, and attached hereto as Exhibit “A-1” and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** S&C’s fees shall be calculated at the rates set forth in the attached Exhibit A-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-1 is \$4,000.00. The Limit of Appropriation payable to S&C for Services rendered under the Agreement is hereby increased to an amount not to exceed \$106,500.00, authorized as follows:

\$102,500.00 under the Agreement; and  
\$ 4,000.00 under this Amendment.

In no case shall the amount paid by County for all product and/or Services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

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, S&C hereby verifies that S&C 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, S&C 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, S&C 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, S&C 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. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

# EXHIBIT A-1

## ADDITIONAL SERVICES FEE PROPOSAL

11.11.2024

Proposal No. 0001

PROJECT NAME AND No:

**Project Name – No. Cole Theater**  
**N030324**

**CLIENT: Fort Bend County**  
**James Knight**

**PROJECT SCOPE:** to provide interior and exterior Visualization/Renderings for the Cole Theatre

**PROPOSED FEE:**

Total A/E Fee: \$ 4,000.00

Hourly: \$ XXXX /hour

Proposed Fee Includes Consultants' Fee (See attached) X

**PROPOSED REIMBURSABLE:**

\$ XXXX

At Cost \_\_\_\_\_

.1% \_\_\_\_\_

Included in fee, do not invoice extra \_\_\_\_\_

**PROPOSED SCHEDULE:**

XXXX

**OUTSIDE SERVICES BY:**

Axoscape

**DESCRIPTION OF EXTRA SERVICES:**

- 1 Interior rendering
- 1 Exterior rendering
- Revit Model update (original Revit model completed in earlier phase)

**AUTHORIZED BY:**



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Terry D. Smith, AIA, NOMA  
President


*\*The Charges for extra services as indicated in this document are based on our understanding of the work described herein. If our understanding of the scope of work is not accurate, please advise immediately.*

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

SMITH & COMPANY ARCHITECT, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

TERRY D. SMITH  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

PRESIDENT  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

01/13/2025  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
James Knight, Facilities Management/  
Planning 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 Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-1: S&C's Additional Services Fee Proposal, dated November 11, 2024.

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