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**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
(MISSION BEND SENIOR CENTER)**

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 AUTOARCH Architects, LLC, (“Contractor”), a limited liability 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 and Engineering Services, on or about June 25, 2024, (the “Agreement”), and incorporated fully by reference for all purposes, to provide professional architectural and engineering services for the new Mission Bend Senior Center in Precinct 4 of Fort Bend County, Texas (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.** Contractor shall provide additional Services as described in Contractor's Additional Services Fee Proposal, dated December 4, 2024, and attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** Contractor'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 \$144,000.00. The Limit of Appropriation payable to Contractor for Services rendered under the Agreement is hereby increased to an amount not to exceed \$881,500.00, authorized as follows:

\$737,500.00 under the Agreement; and
\$144,000.00 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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.

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

AUTOARCH ARCHITECTS, LLC

KP George, County Judge

Lina Sabouni

Authorized Agent – Signature

Date

Lina Sabouni, AIA
Authorized Agent- Printed Name

Principal In Charge

ATTEST:

Title

Laura Richard, County Clerk

01.16.2025

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: Contractor's Additional Services Fee Proposal, dated December 4, 2024.

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EXHIBIT A-1

December 4, 2024

Mr James Knight
Director of Facilities
Fort Bend County
401 Jackson St
Richmond, TX 77469

RE: **Fort Bend County- PCT 4- Mission Bend Senior Center**
The requested addition of 4,000 SF Healthcare Clinic to the MBSC.

Dear Mr Knight,

Per Fort Bend County Precinct 4 Commissioner Dexter McCoy's request to add a 4,000 SF Healthcare Clinic to the Mission Bend Senior Center, AUTOARCH Architects LLC is pleased to present our proposal to provide the added services to the original A/E proposal.

The additional fee will be **\$144,000.**

$\$720,000 \times 24,000/20,000 = \$864,000$
 $\$864,000 - \$720,000 = \$144,000$

Thank you again for the opportunity, please call with any questions or comments you may have.

Respectfully



Lina Sabouni, AIA
Principal in Charge