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**AMENDMENT TO AGREEMENT FOR PROFESSIONAL
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
(FORT BEND EVENTS 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 STOA Architects International, Inc., d/b/a STOA Architects (“STOA”), a corporation 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 Design Services, on or about April 9, 2024, (the “Agreement”), and incorporated fully by reference for all purposes, to provide professional architectural and engineering design services for the Fort Bend Events Center in Precinct 2 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.** STOA shall provide additional Services as described in STOA's Additional Scope of Work Fee Proposal, dated October 29, 2024, and attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** STOA'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 \$87,945.00. The Limit of Appropriation payable to STOA for Services rendered under the Agreement is hereby increased to an amount not to exceed \$483,445.00, authorized as follows:

\$395,500.00 under the Agreement; and
\$ 87,945.00 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, STOA hereby verifies that STOA 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, STOA 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, STOA 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, STOA 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

STOA ARCHITECTS

KP George, County Judge

Authorized Agent – Signature

Date

Chao-Chiung Lee, AIA
Authorized Agent- Printed Name

ATTEST:

STOA Chairman / CEO
Title

Laura Richard, County Clerk

February 20, 2025
Date

APPROVED:

Darren McCarthy, Parks 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: STOA's Additional Scope of Work Fee Proposal, dated October 29, 2024.

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EXHIBIT A-1

Additional Scope of Work Fee Proposal



October 29, 2024

6001 Savoy Dr., Suite 100
Houston, Texas 77036
tel: 713.995.8784
fax: 713.995.8765

Re: **Fort Bend County – Precinct 2 Fort Bend Assembly Center**
Additional Scope of Work – Increase floor area from 8,000 SF to 12,000 SF
& add Full Commercial Kitchen

Dear Commissioner Prestage:

Thank you for the opportunity to submit our fee proposal for the additional scope items related to the new Assembly Center for Precinct 2.

1. Increase Contracted floor area from 8,000 SF to 12,000 SF

- a) This project was originally contracted with Fort Bend County for an 8,000 SF facility in March of 2024.
- b) In September 18, 2024 Commissioner Prestage formally requested to increase the size of the project from 8,000 SF to 12,000 SF to accommodate a larger assembly hall.

2. Add Full Commercial Kitchen to project scope

- a) On this same date, Commissioner Prestage requested a full commercial kitchen in place of the originally scoped warming/catering kitchen. This will require enlisting a Food Service consultant to the current project team.

3. Compensation

- a) Architectural: \$27,500.00 (add)
- b) MEP: \$14,850.00 (add)
- c) Structural: \$4,000.00 (add)
- d) Surveying: \$3,850.00 (add)
- e) Food Service: \$34,700.00 (new)
- f) Cost Estimate: \$3,045.00 (add)

TOTAL: \$87,945.00

We sincerely appreciate your consideration of our team for this project and look forward to the opportunity to collaborate. Should you have any questions or require further information, please do not hesitate to contact us.

Proposed by:

Date: October 29, 2024

Chao-Chiung Lee, AIA, LEED AP
CEO/President, STOA Architects

Accepted by:

Date: _____

Mr. Grady Prestage, Commissioner, Pct 2
Fort Bend County

