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(MISSION BEND SENIOR CENTER)

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, Texas ("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, 2025, (the “Agreement”), and as amended on February 11, 2025, (the “First Amendment”), and incorporated fully by reference for all purposes, to provide 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 professional geotechnical evaluation 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 Second Amendment.
2. **Scope of Services.** Contractor shall provide additional Services as described in Contractor's Additional Services Fee Proposal, dated March 11, 2025, and attached hereto as Exhibit "A-2" 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-2. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-2 is \$13,340.00. The Limit of Appropriation payable to Contractor for Services rendered under the Agreement is hereby increased to an amount not to exceed Eight Hundred Ninety-Four Thousand Nine Hundred Forty and 00/100 Dollars (\$894,940.00), authorized as follows:

\$13,340.00 under this Second Amendment.

In no event shall the amount paid by County under this Second Amendment exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, as amended, that County shall have available the total maximum sum of \$894,940.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, 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, as amended, not under any conditions, circumstances, or interpretations thereof exceed \$894,940.00.

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. **Human Trafficking.** BY ACCEPTANCE OF THIS SECOND AMENDMENT, CONTRACTOR 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.
6. **Modifications and Conflict.** Except as modified herein, the Second Amendment 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 Second Amendment shall prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

{Execution Page Follows}

IN WITNESS WHEREOF, this Second 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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

AUTOARCH ARCHITECTS, LLC

Lina Sabouni

Authorized Agent – Signature

Lina Sabouni, AIA

Authorized Agent- Printed Name
Principal In Charge

Title

03.31.2025

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-2: Contractor's Additional Services Fee Proposal, dated March 11, 2025.

EXHIBIT A-2

(Follows Behind)



March 11, 2025

Mr James Knight, Architect
Director of Facilities
Fort Bend County

Re: Fort Bend County- Precinct 4 Mission Bend Senior Center

Dear James,

AUTOARCH Architects LLC commissioned the design of the new ~20,000 SF Mission Bend Senior Center in Fort Bend County- Precinct 4.

Geotechnical evaluation is needed to complete the construction documents and get the building permit, kindly see attached Earth Engineering proposal for \$13,340 to complete this study and provide the soil reports.

Please call any questions you may have.

Respectfully

A handwritten signature in blue ink, appearing to read 'Lina Sabouni', is written over a blue oval stamp.

Lina Sabouni, AIA
Principal in Charge
832 326 8321