

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
(FORT BEND EVENTS CENTER)**

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and STOA Architects International, Inc., d/b/a STOA Architects, (hereinafter "STOA"), 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 a "party."

WHEREAS, the parties previously entered into the Agreement for Professional Architectural and Engineering Design Services, on or about April 9, 2024, and was last amended on or about February 25, 2025 (collectively hereinafter the "Agreement"), and incorporated fully by reference as if set forth herein verbatim 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 (hereinafter the "Services"); and

WHEREAS, by execution of this Second Amendment, the parties desire to amend the Agreement to provide additional services by STOA, to increase the Total Maximum Compensation for completion of such services, 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
2. **Scope of Services.** County shall pay STOA an additional Ninety-Eight Thousand Four Hundred and no/100 dollars (\$98,400.00) for the performance and completion of additional services as described in STOA's Additional Scope of Work Fee Proposal dated May 14, 2025 (hereinafter the "Services"), attached hereto as Exhibit A-2, and incorporated by reference for all intents and purposes.

3. **Limit of Appropriation.** STOA understands and agrees that the Maximum Compensation payable to STOA for Services rendered under this Agreement is hereby increased to an amount not to exceed Five Hundred Eighty-One Thousand Eight Hundred Forty-Five and no/100 dollars (\$581,845.00), authorized as follows:

\$395,500.00	under the Agreement
\$87,945.00	under the First Amendment
\$98,400.00	under this Second Amendment
TOTAL	\$581,845.00

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. STOA 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 Five Hundred Eighty-One Thousand Eight Hundred Forty-Five and no/100 dollars (\$581,845.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

STOA does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that STOA may become entitled to and the total maximum sum that County may become liable to pay to STOA under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Eighty-One Thousand Eight Hundred Forty-Five and no/100 dollars (\$581,845.00).

4. **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, the most recently executed document shall prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, terms, 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 nondrafting party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION PAGE TO FOLLOW]

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 Second Amendment and the attachments and exhibits hereto. All parties acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

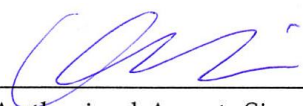
Laura Richard, County Clerk

Reviewed By:



Darren McCarthy, Director
Parks and Recreation Department

STOA ARCHITECTS



Authorized Agent- Signature

Chao Chiung Lee

Authorized Agent- Printed Name

Chairman/CEO

Title

June 16, 2025

Date

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-2: Additional Scope of Work Fee Proposal (dated May 14, 2025)

i:\agreements\2025 agreements\purchasing\parks\stoa architects (24-parks-100447-a2)\2nd amendment to agmt for prof arch and eng design svcs (kcj - 6.9.2025) v2 6.10.2025

Second Amendment to Agreement for Professional Architectural and Engineering Design Services
STOA Architects

EXHIBIT A-2

(follows behind)

Additional Scope of Work Fee Proposal



May 14, 2025

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

Re: **Fort Bend County – Precinct 2 Fort Bend County Event Center**
Additional Scope of Work – Increase floor area from 12,000 SF to 16,000 SF
Event Center to serve 600 people seated (300 previous)
Add restrooms to serve outdoor covered pavilion

Dear Commissioner Prestage:

Thank you for the opportunity to submit our fee proposal for the additional scope items related to the new Fort Bend County Event Center for Precinct 2.

1. Increase in Contracted floor area from 12,000 SF to 16,000 SF

- a) As of April 9, 2025, the project was at approximately 65% Construction Document (CD) completion when Commissioner Prestage requested an increase in the Multi-Purpose Room's occupant capacity—from 320 to 600 people.
- b) Accommodating this increase in occupant load necessitated an expansion of the building's total square footage from 12,000 SF to 16,000 SF. This was achieved by incorporating an additional structural bay into the design, which not only met the required capacity but also provided an opportunity to include a secondary conference room as part of the program.

2. Add Restrooms to project scope & increase Kitchen capacity

- c) At this time, Commissioner Prestage also requested the inclusion of additional restrooms to serve the outdoor covered pavilion, enhancing the functionality and accessibility of the event space.
- d) The expanded size of the Event Center—made possible by the added structural bay—also necessitated an **increase in the kitchen area** to adequately support the new occupant load of 600 people and ensure proper service capacity for larger events.

3. Increased Parking and Site Plan Revisions

- e) The larger building necessitated an increase in parking spaces to meet Missouri City standards. This project will now require an additional 50 parking spaces.
- f) The larger footprint of the building on the site also required site modifications that eliminated the auto drop off driveway and the elimination of a couple of parking space.
- g) The parking will need to be reconfigured. To avoid underground detention, the additional (50) parking spaces will need to be procured from the existing parking lot serving the Tax Annex Building. It is our understanding that there are currently an additional 51 parking spaces this project can tap into.
- h) STOA is looking to potentially use the existing parking spaces for the Tax Annex to accommodate the additional parking instead of building a new parking lot as stated in item (g) above.



Additional Scope of Work Fee Proposal



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

4. Compensation

STOA is providing two additional fee breakdowns. One that does not include the underground detention and another that does not includes the underground detention.

Fee Without Underground Detention

- a) Architectural: \$35,000.00 (add)
- b) MEP: \$33,250.00 (add)
- c) Civil: \$16,000.00 (add)
- d) Structural: \$6,500.00 (add)
- e) Landscape: \$5,750.00 (add)
- f) Food Service: \$1,900.00 (add)

TOTAL: \$98,400.00

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:

A handwritten signature in blue ink, appearing to read "Chao-Chiung Lee".

Date: May 14, 2025

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

Accepted by:

Date: _____

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

