

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN
SERVICES
BLACK COWBOY MUSEUM**

THIS FIFTH AMENDMENT (“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 VCS Architects, LLC, (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas (may be referred to individually as the “party” and collectively as the “parties”).

WHEREAS, the parties executed and accepted that certain *Agreement for Professional Architectural Design Services Black Cowboy Museum* on February 24, 2022 and as amended on or about October 12, 2023 and on or about December 18, 2024 and last amended on or about February 25, 2025 (hereinafter collectively “Agreement”), which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to reflect the change in Services to be provided, increase the total Maximum Compensation, and otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. County shall pay Consultant an additional Eighteen Thousand and no/100 dollars (\$18,000.00) to perform the revised Services as described in Consultant’s Amended Proposal Letter dated April 8, 2025, attached hereto as Exhibit “A” and incorporated herein for all purposes.
3. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed One Hundred Ten Thousand Five Hundred and no/100 dollars (\$110,500.00).

\$42,000.00	under the Agreement	
\$3,500.00	under the First Amendment	
\$15,000.00	under the Second Amendment	

No Change in Maximum Compensation	under the Third Amendment	
\$32,000.00	under the Fourth Amendment	
\$18,000.00	under this Fifth Amendment	
	TOTAL:	\$110,500.00

4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
5. The Time of Performance under the Agreement remains December 31, 2026.
6. **Conflict.** If there is a conflict among documents that make up the Agreement, this Fourth Amendment shall prevail with regard to the conflict.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

VCS ARCHITECTS, LLC



Authorized Agent- Signature

Derrick Vaughn

Authorized Agent- Printed Name

Owner

Title

8/12/25

Date

APPROVED:



Darren McCarthy, Parks and Recreation 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 contract.

Robert Ed Sturdivant, County Auditor

Exhibit A: VCS Architects, LLC's Amended Proposal Letter dated April 8, 2025

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EXHIBIT A

VCS Architects, LLC's Amended Proposal Letter dated April 8, 2025



VCS Architects, LLC.
19251 Purus
Porter, Tx. 77365

April 8, 2025

Project Name: Black Cowboy Museum for Fort Bend County Amended Proposal for Value Engineer Facility Redesign Bidding and Negotiations.

To: Whom it may concern

VCS will provide Value Engineer Facility Redesign, Bidding and Negotiations Services for the property located in Kendleton, Texas, Contiguous to Bates Allen Park. The scope of work for this project is as follows.

Scope of Work

- Revise all existing scope of work documents related to the second floor to be removed based on arch cost reduction
- Prepare and Perform Administrative service during bidding and negotiations.

VCS Professional Design fees will be based on a stipulated sum.

We look forward to working with you on this important project and making it a success.

Respectfully,

A handwritten signature in blue ink, appearing to read "Derrick Vaughn".

Derrick Vaughn, VCS Architects, LLC

**E-mail: dvaughn@vcsarch.com
O- 281-271-7116 ext 101 C- 832-527-1634**



VCS Architects, LLC.
19251 Purus
Porter, Tx. 77365

April 8, 2025

Fee Schedule

Project: Black Cowboy Museum

The following services below shall be based on a Stipulated Sum **\$18,000.00**

VCS Fee Per Phase Schedule

VE Construction Documents	\$15,000.00
Bidding & Negotiations	\$3,000.00
 TOTAL PROFESSIONAL FEES	 \$18,000.00