

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES
SOUTH POST OAK SPORTSPLEX BASEBALL FIELDS IMPROVEMENTS**

THIS FOURTH AMENDMENT (“Amendment”) is made and entered into by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas, and **IDG ARCHITECTS + PARTNERS, INC.**, formerly known as **IDG ARCHITECTS**, (hereinafter “Contractor”), 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 as a “Party.”

WHEREAS, on or about April 7, 2021, the Parties entered into *Agreement for Professional Architectural Design Services South Post Oak Sportsplex Baseball Fields Improvements* and subsequently amended on or about August 8, 2022; again amended on or about September 12, 2023; and last amended on or about June 11, 2024 (collectively hereinafter “Agreement”), which are incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Contractor, to increase the Total Maximum Compensation, 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. **Scope of Services.** County shall pay Contractor an additional fourteen thousand eight hundred seventy-two and 73/100 dollars (\$14,872.73) for the performance and completion of additional services to include additional scope of work and reimbursement of expenses as described in Contractor’s Proposal dated February 13, 2025 (the “Services”) attached hereto as Exhibit “A” and incorporated by reference for all intents and purposes.

2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Two Hundred Forty-Eight Thousand Forty-Nine and 29/100 dollars (\$248,049.29), authorized as follows:

\$180,000.00	under the Agreement	
\$43,650.00	under the First Amendment	
\$526.56	under the Second Amendment	
\$9,000.00	under the Third Amendment	
\$14,872.73	under this Fourth Amendment	
	Total:	\$248,049.29

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor 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 Two Hundred Forty-Eight Thousand Forty-Nine and 29/100 dollars (\$248,049.29) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Forty-Eight Thousand Forty-Nine and 29/100 dollars (\$248,049.29).

3. **Time of Performance.** Time for performance of the Services under this Agreement shall remain the same and terminate on December 31, 2028. Contractor shall complete the tasks described in the Scope of Services and Exhibit A attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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, this Amendment shall prevail with regard to the conflict.

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

FORT BEND COUNTY

IDG ARCHITECTS + PARTNERS, INC.

KP George, County Judge

Authorized Agent - Signature



Ben McMillan III., AIA, NCARB, NOMA

Date

Authorized Agent - Printed Name

CEO

ATTEST:

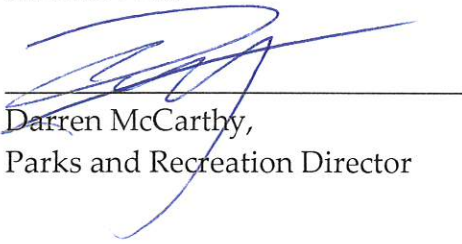
Title

October 8, 2025

Laura Richard, County Clerk

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: Contractor's Proposal dated February 13, 2025

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Exhibit A

(Follows Behind)



IDG+

ARCHITECTS

EXPECT MORE THAN GREAT ARCHITECTURE

FORT BEND COUNTY - SOUTH POST OAK PARK
Additional Services

February 13 2025

February 13, 2025



Commissioner Grady Prestage
Precinct 2
301 Jackson St.
Richmond, Texas 77469

Re: Additional Services for South Post Oak Improvements

Dear Gentlemen,

On behalf of IDG Architects, we are pleased to submit our proposal to you for the Additional Services for the South Post Oak Baseball Improvements.

Ben McMillan III., AIA, NCARB, NOMA who will be Principal-in-Charge/Designer has provided A/E services for over 25 years.

Our firm believes in the Team Approach which includes the owner, contractor, and the architect's team. Together we identify 1) the problem, 2) develop criteria, needs and goals, 3) Identify alternatives and options, 4) Consensus building.

We understand that there must be clear communication, coordination of all team members involved, understanding the required program, program verification, and management of the schedule and budget.

What benefits are we providing?

- Principal(s) of the firms present through-out the project
- Experience and Understanding to create sustainable buildings
- A team willing to work in a fast paced environment to ensure on time delivery
- A professional and energetic attitude

As an architectural firm, we are architects with large firm experience. Simply stated the IDG Team will do "whatever it takes" to assist you in having the most efficient, functional and well-designed project within scope, time and budget by integrating innovative design and strategies.

We look forward to being of service.

Sincerely,

A handwritten signature in blue ink that reads "Ben S. McMillan III." followed by a horizontal line.

Ben S. McMillan III., AIA, NCARB, NOMA
Principal



AWARDS

- Design Citation, Learning By Design, 2000
- Outstanding Building Award by American Schools and Universities, 2001
- Golden Trowel Award, Honor in CMU, 2001/by Associated Masonry Contractors of Houston
- Design Citation, Learning By Design, 2014
- Stars of Distinction, Exhibit of School Architecture, 2017

Why choose us?

Our firm has over four decades of building commercial, educational, municipal and worship facilities from the ground up, and our experience encompasses all types of construction. We are an award winning architectural firm offering a full-range of architectural services including survey and analysis of existing facilities, design, project management, programming, planning and interiors.

We work shoulder to shoulder with our clients to provide them with the most innovative designs that not only satisfy their goals but touch the lives of the community. Our talented team and expert consultants, (engineers, landscape architects, among others) collaborate on project delivery from the beginning of the project through post construction.

IDG Architect Responsibilities

The Architect shall provide the professional services as set forth in this Agreement.

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as in consistent with such professional skill and care and the orderly progress of the Project.

The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

The Architect shall maintain the following insurance for duration of this Agreement. If any of the requirement set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

Insurance

Architect shall carry the following policies:

Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and the aggregated for bodily injury and property damage

Automobile Liability covering owned a rented vehicles operated by the Architect with policy limits of not less than Five Hundred Thousand (\$500,000) combined single limit and aggregated for bodily injury and property damage.

The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand (\$500,000).

Professional Liability covering the Architects negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

The Architect shall provide the Owner certificates of insurance evidencing compliance with the requirements in this section. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

Scope of Architectural Basic Services

The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner the Scheduling Consultant a schedule of the Architects services for inclusion in the Project Schedule. The schedule of the Architect's services shall include design milestones dates, anticipated dates when cost estimates or design reviews may occur and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants and (3) for approval of submissions by authorities having jurisdiction over the Project.

Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in the developing and revising the Project schedule as it relates to the Architect's services.

Once the Owner and the Architect agree to the time limits established by the Project Schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

The Architect shall not be responsible for an Owner's directive or substitution made without the Architects approval.

The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Scope of Work

This proposal outlines the request for the reimbursement of expenses and the authorization of additional services required for the South Post Oak Sportplex Baseball Field Improvement project.

We are seeking your approval for the following reimbursable expenses. These expenses are tied to specific services and permits related to the project and are necessary to complete the scope of work. The request includes both past expenditures and an outstanding invoice.

Compensation

1) For the Architect' reimbursable fee, the Owner shall compensate the subcontractors as follows:

A Lump-Sum Fee of fourteen thousand, eight hundred seventy-two dollars and seventy-three cents. (\$ 14,872.73).

Reimbursable Expenses

These reimbursable expenses were presented in the original proposal in March 2021 and explained in the Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:as follows:

- Transportation and authorized out-of-town travel subsistence.
- Long-distance services, dedicated data and communication services, teleconferences, project websites, and extranets.
- Fees paid for securing approval from authorities having jurisdiction over the project.
- Printing, reproductions, and plots standard for documents.
- Postage, handling, and delivery.
- Expenses for overtime work requiring higher-than-regular rates, if authorized by the Owner.
- Models, mock-ups, professional photography, and presentation materials requested by the Owner.
- Architect's consultants' expenses for professional liability insurance dedicated exclusively to this project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of what is normally carried by the Architect's consultants.
- All taxes levied on professional services and reimbursable expenses.
- Site office expenses.
- Other similar project-related expenditures.

And here, I am presenting the exact amounts, along with every invoice from our vendors, for your review and approval:

The following expenses have been incurred and require reimbursement. Supporting documentation for each is attached for your review:

Date	Invoice #	Vendor/Service	Amount
9/7/2021	Inv. 252841	Ninyo and Moore	\$5,300.00
9/15/2021	Inv. 250045	Ninyo and Moore	\$5,900.00
12/22/2021		City of Houston Permit	\$2,847.73
11/22/2021		TDLR Plan Review	\$175.00
12/21/2021		TDLR Plan Review	\$650.00
		Invoice Total	\$14,872.73

Additional Services

- Existing Facilities Surveys
- Site Evaluation and Planning
- On Site Project Presentation
- Telecommunications/Data/Design
- Security Evaluation and Planning
- Commissioning
- LEED Certification

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this shall entitle the Architect to compensation and appropriate adjustment in the Architect's schedule.

Payment Terms

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. One point five per month (1.5%).

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or offset sums requested by paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in binding dispute resolution proceeding.

Contact us

You can get in touch with us in any of the ways listed below:

By Phone 713-418-0199 (Mobile)
By Office 832-448-2462
By Email bcmillan@idgarch.com
Website www.idgarch.com

If you would like to proceed with our proposal then you can sign the Terms and Conditions page below and return it to us by email. In any case please feel free to call us to discuss the quote, request more information or for any other reason.

We look forward to hearing from you soon!

Terms and Conditions

The following terms and conditions shall form the basis of a contract between the client and IDG Architects in the event that the client decides to proceed and accepts this proposal:

1. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other Information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
2. The Architect and the Architects' consultants shall be deemed the authors of their perspective Instruments of Service, including Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submissions or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
3. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of construction, using, maintain, alternating and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instrument of Service solely and exclusively for use in performing services or construction for the Project.
4. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect consultants) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all cost and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity or the extent such costs and expenses arise from the Owner's use of the Instruments of Service



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