

\$621,702.67	under this Third Amendment
TOTAL	\$1,856,702.67

In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the total maximum sum of One Million Eight Hundred Fifty-Six Thousand Seven Hundred Two and 67/100 dollars (\$1,856,702.67), specifically allotted to fully discharge any and all liabilities County may incur under this Agreement.

Contractor further understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may be entitled to and the total maximum sum that County may become liable to pay Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Million Eight Hundred Fifty-Six Thousand Seven Hundred Two and 67/100 dollars (\$1,856,702.67).

4. **Modification and Conflict.** Except as modified herein, the terms of the Agreement, as amended, shall remain in full force and effect and have not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, as amended, the most recently executed document shall prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, terms, and obligation contained in this Third Amendment. This Third 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 Third 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 Third 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, TEXAS

HINES ARCHITECTURE + DESIGN

KP George, County Judge



Authorized Agent – Signature

Date

Gregory L. Lake
Authorized Agent- Printed Name

ATTEST:

Principal
Title

Laura Richard, County Clerk

01/05/2025
Date

REVIEWED BY:



Darren McCarthy, Director
Parks and Recreation Department

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-3: Request for Design Fee Adjustment Letter dated November 20, 2025 (4 pages)

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EXHIBIT A-3

(Follows Behind)

Request for Design Fee Adjustment – Mustang Park Community Center

November 20, 2025

Assistant Director Gwendolyn Climmons, J.D.
Fort Bend Parks and Recreation Department
Sienna Annex, Suite 149
5855 Sienna Springs Way
Missouri City, Texas 77459

Dear Assistant Director Climmons,

I hope you are both well. As always, we deeply value our partnership with Fort Bend County and the opportunity to continue supporting the vision for the Mustang Park Community Center. Our shared goal remains to deliver a facility that serves the residents of Precinct 2 with excellence and lasting community value. In addition to increased construction cost, the County-approved amendment expanded the program and coordination effort, which further supports the proportional adjustment.

When our design contract was established in early 2024, the total design fee was based on an estimated construction cost of \$12,888,762, inclusive of building, site, infrastructure, and FF&E. Our current contract amount, including Amendment No. 1, totals \$1,230,000 and reflects that original estimate.

Following the County's competitive bidding process, the project has now been awarded at a final construction value of \$19,405,561.50, an increase of \$6,516,799.50 (approximately 50.6%). Applying our contracted design fee rate of 9.54% to that increase results in an adjusted total design fee of \$621,702.67.

We respectfully submit that this figure represents a fair and proportionate adjustment to account for the expanded project scale, extended design duration, and increased construction oversight requirements.

Breakdown of Proportional Fee by Phase

Phase	Percentage of Fee	Adjusted Value	Notes
Schematic Design (SD)	19.8%	\$123,104.73	Additional iterations and scope refinement due to program expansion
Design Development (DD)	24.79%	\$154,014.83	Increased coordination across building systems and consultants
Construction Documents (CD)	29.75%	\$184,920.94	Greater documentation detail and consultant coordination required
Permit / Bid Phase	5.76%	\$35,848.00	Extended response effort during permit review and contractor bidding
Construction Administration (CA)	19.8%	\$123,814.17	Longer construction period, expanded site coordination, and review workload
Total Adjustment	100%	\$621,702.67	

Rationale for Full or Partial Fee Adjustment

We understand the County's fiscal stewardship responsibilities and therefore propose several possible approaches to align this adjustment with available resources and project priorities:

1. Full Adjustment (\$621,702.67):

- Reflects a proportional application of the agreed-upon 9.54% design fee to the awarded construction value.
- Provides equitable compensation for professional services commensurate with project scope, ensuring adequate team resourcing through the construction phase.

2. Partial Adjustment (CA-weighted or Phase-specific):

- A partial allocation focused on the Construction Administration phase (\$123,814), or on later design phases (DD + CD + CA totaling approximately \$462,749), would directly support quality assurance, technical review, and project delivery continuity during construction.
- This approach recognizes the County's investment to date while ensuring the architect and engineering team remain fully engaged through completion.

3. Offset via Value Engineering Savings:

- As identified collaboratively, approximately \$745,000 in value-engineering savings exist. Allocating a portion of these funds to cover the requested adjustment—either fully or partially—would preserve the County's net savings while maintaining design and construction quality.

We view this request not simply as a contractual matter, but as a practical step to ensure that the Mustang Park Community Center is delivered to the County's standards and expectations. The expanded project scope, bid environment, and market escalation have increased design and construction demands well beyond the assumptions that guided the original fee.

We sincerely appreciate your consideration and remain committed to working collaboratively toward a balanced resolution that honors both fiscal responsibility and design integrity.

With appreciation,

A handwritten signature in black ink, appearing to read "Daimian Hines". The signature is fluid and cursive, with the first name "Daimian" being more prominent than the last name "Hines".

Daimian S. Hines, AIA, NOMA

Principal | Hines Architecture + Design

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