



In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$82,500.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Consultant 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 Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$82,500.00.

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, Consultant hereby verifies that Consultant 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, Consultant 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, Consultant 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, Consultant 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, CONSULTANT 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.
7. **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 First Amendment shall prevail with regard to the conflict.
8. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{Execution Page Follows}**

FORT BEND COUNTY, TEXAS

VCS ARCHITECTS, LLC.

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature



**Derrick Vaughn**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

**Owner**

\_\_\_\_\_  
Title

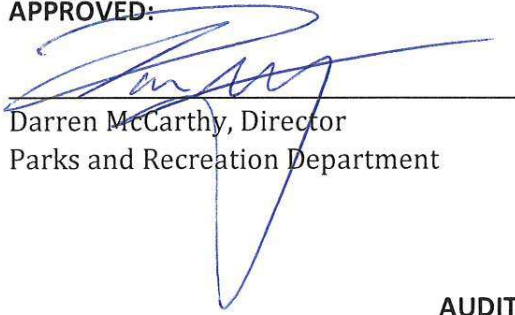
\_\_\_\_\_  
Laura Richard, County Clerk

**1/6/2026**

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
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 the Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

# **EXHIBIT A-1**

(Follows Behind)



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

**December 4, 2025**

Project Name: Barbara Jordan Park Community Center Fort Bend - Additional Services

To: Whom it may concerns

VCS will provide Restroom Design and Construction Documents along with Construction Administration services and coordination with County appointed consultants for the property located at 8705 Park Street, Needville, Texas, 77461. The scope of work for this project is as follows.

**Scope of Work**

- Provide Construction Administration Services for Barbara Jordan Park Community Center
- Provide Restroom Design and Construction Documents

Our scope of services will include Design and Construction Documents, Attending Pre-Construction and Monthly Progress Meetings, Construction Administration (Submittals/RFI/RFP/CO Review and Development), Contract Coordination, Closeout (Substantial and Final), and Development of As Built/ Record Documents. We will assist the owner with bid evaluation if required. We will lead the punch list phase, project closeout and warranty phase.

Professional Design fees will be based on a stipulated sum. See attached fee schedule for reference.

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

Respectfully,

**Derrick Vaughn, VCS Architects, LLC**

**Derrick Vaughn**

**E-mail: [dvaughn@vesarch.com](mailto:dvaughn@vesarch.com)  
O- 281-271-7116 ext 101 C- 832-527-1634**



VCS Architects, LLC.

**December 4, 2025**

## **Fee Schedule**

### **Project: Barbara Jordan Park Community Center Fort Bend - Additional Services**

The following services below shall be based on a Stipulated Sum **\$12,500.00** VCS Fee Per Phase Schedule

Design and Construction Documents (Restroom)	<b>\$6,800.00</b>
Pre-Construction Meeting and Monthly Progress Meetings	<b>\$1,050.00</b>
Construction administration (Submittal/RFI/RFP/CO Review & Development)	<b>\$1,200.00</b>
Contract Coordination	<b>\$175.00</b>
Closeout (Substantial and Final)	<b>\$525.00</b>
Develop As-Built/ Record Documents	<b>\$2,750.00</b>
<b>TOTAL PROFESSIONAL FEES</b>	<b>\$12,500.00</b>

Note: Monthly Invoices will be provided based on the percentage of work completed during the specified phase. Man Hr. Rates for Additional Services

Principal In Charge \$150.00 per/hr.

Project Manager \$135.00 per/ hr.

Project Architect/ Engineer \$120.00 per/hr.

Intern III / EIT \$90.00 per/hr.

Cad Tech \$70.00 per/hr.

Clerical \$60.00 per/hr.