

In no event shall the amount paid by County under this Agreement 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, that County shall have available the total maximum sum of Three Hundred Six Thousand One Hundred Twenty-Five and 00/100 Dollars (\$306,125.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Six Thousand One Hundred Twenty-Five and 00/100 Dollars (\$306,125.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County. Substantial completion shall be extended to November 30, 2023. Consultant shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto, within this time or within such additional time as may be extended in writing by County.
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.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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.

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{Execution Page to Follow}

FORT BEND COUNTY, TEXAS

Grady Prestage
Grady Prestage, Commissioner Precinct 2
Presiding Officer of Commissioners Court on
November 21, 2023

Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

AGCM, INC.

Chris Majors

Authorized Agent – Signature

Chris Majors

Authorized Agent- Printed Name

Vice President

Title

11/8/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 306,125.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

Exhibit A-2: AGCM, Inc.'s Letter dated September 22, 2023

i:\agreements\2023 agreements\facilities\agcm, inc (21-fac-101098-a2)\2nd amendment - agcm, inc. (kcj - 10.24.2023)

EXHIBIT A-2



Professional Project Management Firm

HOUSTON
3200 Wilcrest Drive
Suite #100
Houston, TX 77042
713/316-4506
www.agcm.com

September 22, 2023

James Knight
Director, Facilities Management and Planning
301 Jackson Street
Suite 301
Richmond, TX 77469

RE: Project Management Support for Construction of North Library in Precinct 1 RFQ #21-095

AG|CM respectfully requests a time extension and cost increase Change Order to our current contract for Project Management Support to Fort Bend County on the North Library Project.

Contract Duration:

The revised contract duration and fees noted in our previous extension request were based upon project completion by June 2023 plus 1 month for closeout during July 2023. AG|CM has been able to work efficiently on the project such that we have completed services through end of August 2023 within the revised contract budget.

We propose a fee and duration extension for 2 months + 1 month of closeout in line with the current schedule for opening the facility. We propose our 2 months extension to begin on September 1, 2023 with 1 month for closeout during November 2023.

We propose a Project Manager at an average of 20 hours per week during the extended 2 months of the construction phase and 16 hours per week during closeout.

AG|CM's total proposed fee extension based on the assumed duration and man-hour schedule noted above is **\$37,510**. This equates to 242 man-hours at \$155/hour (the original contract hourly rate). AG|CM will continue to bill for actual hours at the rate noted above. All hourly rates are inclusive of all profit, general administrative overhead costs and personal expenses for each employee.

We greatly appreciate the opportunity to provide Project Management Support Services to Fort Bend County.

Thank you,

A handwritten signature in blue ink that reads 'Chris Majors'.

Chris Majors, CCM
Vice President, East & South Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 AG|CM Inc.
 Corpus Christi, TX United States

Certificate Number:
 2023-1094221

Date Filed:
 11/14/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 11/21/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 21-095
 Second amendment to agreement pursuant to RFQ 21-095 construction services for the Precinct 3 North Library

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Anderson, Gail	Corpus Christi, TX United States	X	
	Anderson, Derwood	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)