

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

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

**THIS SECOND 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.

**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 (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 extend time for performance under the Agreement.

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

1. County shall pay Consultant an additional Fifteen Thousand and 0/100 dollars (\$15,000.00) to perform the revised Services as described in Consultant’s Amended Proposal dated February 2, 2024, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed Sixty Thousand Five Hundred and 0/100 dollars (\$60,500.00).

\$42,00.00	under the Agreement	
\$3,500.00	under the First Amendment	
\$15,000.00	under this Second Amendment	
	<b>TOTAL:</b>	<b>\$60,500.00</b>

3. 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.

4. The Time of Performance under the Agreement is hereby extended to December 31, 2024.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

KP George, County Judge

4.9.2024

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



**VCS ARCHITECTS, LLC**

Derrick Vaughn

Authorized Agent- Signature

Derrick Vaughn

Authorized Agent- Printed Name

Owner

Title

3/20/24

Date

APPROVED:

Darren McCarthy

Darren McCarthy, Parks and Recreation Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 60,500.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: VCS Architects, LLC's Amended Proposal dated February 2, 2024

i:\agreements\2024 agreements\purchasing\parks\vcs architects llc (22-parks-100675-a2)\2nd amend.agmt - arch design.black cowboy museum (kcj - 3.5.2024)

# EXHIBIT A

VCS Architects, LLC's Amended Proposal dated February 2, 2024



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

**February 2, 2024**

Project Name: Black Cowboy Museum for Fort Bend County Amended Proposal for Interior Design

To: Whom it may concern:

VCS will provide Interior Design 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**

- Material Selections, Renderings, and Specifications for Interior.

VCS Professional Design fees will be based on a stipulated sum. See attached fee schedule, and reimbursable items on attached "Fee Schedule".

Owner will be responsible for providing site survey information for VCS use. If the owner requests VCS to provide this scope it will be considered a reimbursement item.

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



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

**February 2, 2024**

## **Fee Schedule**

### **Project: Black Cowboy Museum**

The following services below shall be based on a Stipulated Sum **\$15,000.00**

#### VCS Fee Per Phase Schedule

##### Additional Services

Interior Design Services **\$15,000.00**

**TOTAL PROFESSIONAL FEES \$15,000.00**

**Payment Draft Fee 40% Startup, 40% Completion, 20% Final Permit**

#### 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.

#### REIMBURSABLE ITEMS

*Reimbursable Not to Exceed \$1,000.00*

Reimbursable items shall include

- a. All permit review fees, application fees, wastewater fees, and all other permit fees.
- b. All fees for TDLR (handicap code) review and inspection fees.
- c. Third party review fees.
- d. Soil Report.
- e. Printing Cost

# 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.**

VCS Architect  
PORTER, TX United States

**Certificate Number:**  
2024-1139445

**Date Filed:**  
03/27/2024

**Date Acknowledged:**  
04/09/2024

**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

**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.**

100675-A2  
A/E Services for Black Cowboy Museum

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vaughn, Derrick	Porter, 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)