

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

THIS FIRST 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 **Smith & Company Architects, Inc.**, (hereinafter “S&G”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

WITNESSETH

WHEREAS, on or about March 28, 2023, the Parties executed and accepted that certain Agreement for architectural and engineering design services for the Fresno Boys & Girls Club Community Center Project (No. N32023) (hereinafter “Agreement”) which is 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 for additional services and to increase the Total Maximum Compensation for completion of such services, 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 S&G an additional Forty-Five Thousand Three Hundred Sixty-Nine and 00/100 dollars (\$45,369.00) for the performance and completion of services as described in S&G’s Proposal dated August 6, 2024 (the “Services”) attached hereto as Exhibit “A-1” and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** S&G understands and agrees that the Maximum Compensation payable to S&G for Services rendered under this Agreement is hereby increased to an amount not to exceed Five Hundred Fifteen Thousand Three Hundred Sixty-Nine and 00/100 dollars (\$515,369.00), authorized as follows:

\$470,000.00	under the Agreement
\$ 45,369.00	under this Amendment
TOTAL	\$515,369.00

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. S&G 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 Five Hundred Fifteen Thousand Three Hundred Sixty-Nine and 00/100 dollars (\$515,369.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

S&G does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that S&G may become entitled to and the total maximum sum that County may become liable to pay to S&G under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Fifteen Thousand Three Hundred Sixty-Nine and 00/100 dollars (\$515,369.00).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **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.

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{Execution Page Follows}

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 day signed by the last party.

FORT BEND COUNTY

Grady Prestage

Grady Prestage, Commissioner, Precinct 2
Presiding Officer, Commissioners Court, September 10, 2024

SMITH & COMPANY ARCHITECTS, INC.

Terry D. Smith

AUTHORIZED AGENT - SIGNATURE

September 10, 2024

DATE

Terry D. Smith

AUTHORIZED AGENT- PRINTED NAME

President

TITLE

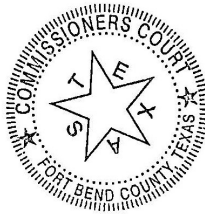
August 22, 2024

DATE

ATTEST:

Laura Richard

LAURA RICHARD, COUNTY CLERK



APPROVED:

James Knight
JAMES KNIGHT, FACILITIES MANAGEMENT/
PLANNING DIRECTOR

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 515,369.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A-1: Smith & Company Architects, Inc.'s Additional Services Fee Proposal, dated August 6, 2024

i:\agreements\2024 agreements\facilities\smith & company architects, inc. (24-fac-100661-a1)\amendment to agreement for professional architectural and engineering design services.docx DRP 08.20.24

EXHIBIT A-1

2535 North Freeway
Ste. 200 Houston, TX 77009
www.sc-arch.com

p. 713-524-4202

SMITH&COMPANY
ARCHITECTS

ADDITIONAL SERVICES FEE PROPOSAL

08.06.2024

Proposal No. **001**

PROJECT NAME AND No:

Fresno Boys & Girls Club – No. N32023

CLIENT:

Fort Bend County

PROJECT SCOPE: **New Community Center**

PROPOSED FEE:

Total Additional A/E Fee: **\$45,369**

Hourly: **\$ XXXX**/hour

Proposed Fee Includes Consultants' Fee (See attached)

PROPOSED REIMBURSABLE:

\$NA

At Cost _____

.1% _____

Included in fee, do not invoice extra _____

PROPOSED SCHEDULE:

NA

OUTSIDE SERVICES BY:

NA

DESCRIPTION OF EXTRA SERVICES:

The proposed additional fee of \$45,369 is based on the increased construction costs approved for Teal Construction and is adjusted based on the 7.5% original contract fee. See below for calculations.

Original Construction Cost Fee Basis: \$6,000,000

Original AE Fee based on 7.5%: \$450,000

Actual Approved Construction Cost: \$6,604,919

Construction Cost Increase: \$604,919

Adjusted Additional Fee based on 7.5%: \$495,369

Current Contract

100% Schematic Design (15%)	\$67,500.00
Design Development (20%)	\$90,000.00
Construction Documents (40%)	\$180,000.00
Permitting / Pricing (5%)	\$22,500.00
<u>Construction Administration (20%)</u>	<u>\$90,000.00</u>
Total Current Fee	\$450,000.00

Revised Contract

100% Schematic Design (15%)	\$67,500.00
Design Development (20%)	\$90,000.00
Construction Documents (40%)	\$180,000.00
Permitting / Pricing (5%)	\$22,500.00
<u>Construction Administration (20%)</u>	<u>\$135,369.00</u>
Total Revised Fee	\$495,369.00

AUTHORIZED BY:



Terry D. Smith, AIA, NOMA
President

**The Charges for extra services as indicated in this document are based on our understanding of the work described herein. If our understanding of the scope of work is not accurate, please advise immediately.*

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.
Smith & Company Architects
Houston, TX United States

Certificate Number:
2024-1205558

Date Filed:
08/26/2024

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

Date Acknowledged:
09/10/2024

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.
26885
Architectural and Engineering Design Services

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

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)