

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES
 (FACILITIES ASSESSMENT AND CONSULTING SERVICES – COLE THEATRE)**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Smith & Company Architects, Inc., ("S&C"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Professional Architectural Services, on or about July 23, 2024, (the "Agreement"), and incorporated fully by reference for all purposes, to provide professional architectural and consulting services for the assessment of the Cole Theatre to confirm scope of renovations and budget for such improvements (the "Services"); and

WHEREAS, the parties desire to amend the Agreement for additional Services to be provided and to increase the total Maximum Compensation under the Agreement for the completion of such additional Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree to amend the Agreement as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** S&C shall provide additional Services as described in S&C's Additional Services Fee Proposal, dated November 11, 2024, and attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** S&C's fees shall be calculated at the rates set forth in the attached Exhibit A-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-1 is \$4,000.00. The Limit of Appropriation payable to S&C for Services rendered under the Agreement is hereby increased to an amount not to exceed \$106,500.00, authorized as follows:

\$102,500.00 under the Agreement; and
 \$ 4,000.00 under this Amendment.

In no case shall the amount paid by County for all product and/or Services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

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, S&C hereby verifies that S&C 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, S&C 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, S&C 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, S&C 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. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this 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 Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
KP George, County Judge

SMITH & COMPANY ARCHITECT, INC.

[Signature]
Authorized Agent – Signature

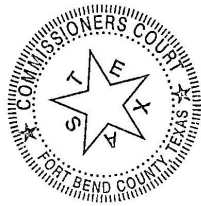
January 29, 2025

Date Approved by Commissioners Court on 1/28/2025

Terry D. Smith
Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



PRESIDENT

Title

01/13/2025
Date

APPROVED:

[Signature]
James Knight, Facilities Management/
Planning Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 106,500.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

[Signature]
Robert Ed Sturdivant, County Auditor

Exhibit A-1: S&C's Additional Services Fee Proposal, dated November 11, 2024.

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EXHIBIT A-1

ADDITIONAL SERVICES FEE PROPOSAL

11.11.2024

Proposal No. 0001

PROJECT NAME AND No:

Project Name – No. Cole Theater
N030324

CLIENT: Fort Bend County
James Knight

PROJECT SCOPE: to provide interior and exterior Visualization/Renderings for the Cole Theatre

PROPOSED FEE:

Total A/E Fee: \$ 4,000.00

Hourly: \$ XXXX /hour

Proposed Fee Includes Consultants' Fee (See attached) X

PROPOSED REIMBURSABLE:

\$ XXXX

At Cost _____ .1% _____ Included in fee, do not invoice extra _____

PROPOSED SCHEDULE:

XXXX

OUTSIDE SERVICES BY:

Axoscape

DESCRIPTION OF EXTRA SERVICES:

- 1 Interior rendering
- 1 Exterior rendering
- Revit Model update (original Revit model completed in earlier phase)

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:
2025-1256561

Date Filed:
01/13/2025

Date Acknowledged:
01/28/2025

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.

26885
Additional A/E 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)