

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
 (MISSION BEND SENIOR CENTER)**

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 AUTOARCH Architects, LLC, ("Contractor"), a limited liability 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 and Engineering Services, on or about June 25, 2024, (the "Agreement"), and incorporated fully by reference for all purposes, to provide professional architectural and engineering services for the new Mission Bend Senior Center in Precinct 4 of Fort Bend County, Texas (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.** Contractor shall provide additional Services as described in Contractor's Additional Services Fee Proposal, dated December 4, 2024, and attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** Contractor'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 \$144,000.00. The Limit of Appropriation payable to Contractor for Services rendered under the Agreement is hereby increased to an amount not to exceed \$881,500.00, authorized as follows:

\$737,500.00 under the Agreement; and
 \$144,000.00 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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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, County Judge

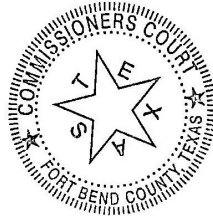
AUTOARCH ARCHITECTS, LLC



Authorized Agent – Signature

February 11, 2025

Date



Lina Sabouni, AIA

Authorized Agent- Printed Name

Principal In Charge

Title

01.16.2025

Date

ATTEST:



Laura Richard, County Clerk

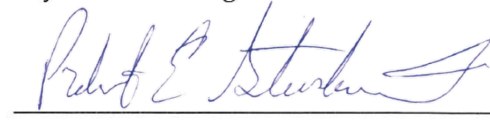
APPROVED:



James Knight, Facilities Management/
Planning Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 881,500.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A-1: Contractor's Additional Services Fee Proposal, dated December 4, 2024.

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EXHIBIT A-1

December 4, 2024

Mr James Knight
Director of Facilities
Fort Bend County
401 Jackson St
Richmond, TX 77469

RE: **Fort Bend County- PCT 4- Mission Bend Senior Center**
The requested addition of 4,000 SF Healthcare Clinic to the MBSC.

Dear Mr Knight,

Per Fort Bend County Precinct 4 Commissioner Dexter McCoy's request to add a 4,000 SF Healthcare Clinic to the Mission Bend Senior Center, AUTOARCH Architects LLC is pleased to present our proposal to provide the added services to the original A/E proposal.

The additional fee will be **\$144,000.**

$\$720,000 \times 24,000/20,000 = \$864,000$
 $\$864,000 - \$720,000 = \$144,000$

Thank you again for the opportunity, please call with any questions or comments you may have.

Respectfully



Lina Sabouni, AIA
Principal in Charge

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.

AUTOARCH Architects, LLC
Houston, TX United States

Certificate Number:
2025-1261380

Date Filed:
01/27/2025

Date Acknowledged:
02/11/2025

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, Texas

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.

16217
Design and Construction Services for Mission Bend Senior Center

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)