

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

(Mustang Park Community Center – Arcola)

THIS SECOND AMENDMENT ("Second 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 HINESAD LLC d/b/a Hines Architecture + Design, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas. County and Contractor may be referred to individually as a "party" or collectively as the "parties."

WHEREAS, County and Contractor have executed and executed that certain Agreement for Professional Architectural and Engineering Services on April 9, 2024, and last amended on or about August 27, 2024 (collectively hereinafter the “Agreement”), which is incorporated by reference as if set forth herein verbatim for all intents and purposes; and

WHEREAS, by execution of this Amendment, the parties desire to amend the Agreement to increase the Total Maximum Compensation for additional services, and 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to the terms of the Agreement, as amended, County shall pay Contractor an additional Five Thousand and no/100 dollars (\$5,000.00) for the payment of expenses as described in Contractor's Invoice (Invoice no.: 2278-2058) dated 04/24/2025, attached hereto as Exhibit A-2 and incorporated by reference for all intents and purposes.
3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Two Hundred Thirty-Five Thousand and no/100 dollars (\$1,235,000.00), authorized as follows:

\$418,000.00	under the Agreement
\$812,000.00	under the First Amendment
\$5,000.00	under this Second Amendment
TOTAL	\$1,235,000.00

In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the total maximum sum of One Million Two Hundred Thirty-Five Thousand and no/100 dollars (\$1,235,000.00), specifically allotted to fully discharge any and all liabilities County may incur under this Agreement.

Contractor further understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may be entitled to and the total maximum sum that County may become liable to pay Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Million Two Hundred Thirty-Five Thousand and no/100 dollars (\$1,235,000.00).

4. **Modification and Conflict.** Except as modified herein, the terms of the Agreement, as amended, shall remain in full force and effect and have not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, as amended, the most recently executed document shall prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, terms, and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION PAGE TO FOLLOW]

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

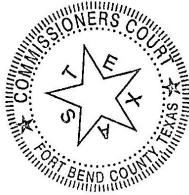
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

June 25, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



HINES ARCHITECTURE + DESIGN

[Signature]
Authorized Agent – Signature

Gregory L. Lake
Authorized Agent- Printed Name

Principal
Title

6/11/2025
Date

REVIEWED BY:

[Signature]
Darren McCarthy, Director
Parks and Recreation Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,235,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Ed Sturdivant, County Auditor

Exhibit A-2: Invoice No.: 2278-2058 dated 04/24/2025 (3 pages)

i:\agreements\2025 agreements\purchasing\parks\hines ad llc (24-parks-100518-a2)\2nd amendment to agmt for prof arch and eng svcs (kcj - 6.10.2025).doc

EXHIBIT A-2

(Follows Behind)

**HINES
ARCHITECTURE
+DESIGN**

June 5, 2025

Re: Reimbursable Expense – Fort Bend County Fire Marshal Building Permitting Fee

Dear Purchasing Agent,

Please find attached a reimbursable invoice for permitting fees paid to the Fort Bend County Fire Marshal. This expense was necessary to advance the project but was not included in the original agreement's list of reimbursable costs.

We are submitting it here for your review and consideration. Documentation of the expense is included with this submittal.

Please let us know if any additional information is required.

Sincerely,



Gregory L. Lake
PRINCIPAL

INVOICE

HINESAD LLC d/b/a HINES
ARCHITECTURE+DESIGN
8 Greenway Plz Ste 1525
Houston, TX 77046

accounting@hinesad.com
+1 (713) 909-0983
www.hinesad.com



Director Darren McCarthy

Bill to
Mr Darren McCarthy
Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Fort Bend

Ship to
Mr Darren McCarthy
Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Fort Bend

Invoice details

Invoice no.: 2278-2058
Terms: Net 30
Invoice date: 04/24/2025
Due date: 05/24/2025

#	Date	Product or service	Description	Amount
1.		Reimbursable	Reimbursable Expense - Fort Bend County Fire Marshal Permit & Inspection Application Fee via ACI Payments, Inc on April 22, 2025 Mustang Park Community Center - PO# 239367	\$5,000.00

Ways to pay



Total \$5,000.00

Overdue 05/24/2025

Note to customer

Attention: Reimbursable Expense - Fort Bend County Fire Marshal Permit & Inspection Application Fee via ACI Payments, Inc on April 22, 2025 Mustang Park Community Center - PO# 239367

View and pay

HINESAD

Gregory Lake <gregory.lake@hinesad.com>

Thank you for your Fire Marshal's Office Payment

1 message

ACI Payments, Inc. - Customer Service <customerservice@acipayonline.com>

Tue, Apr 22, 2025 at 1:20 PM

To: Gregory Lake <gregory.lake@hinesad.com>

Dear Gregory Lake

Thank you for your Fire Marshal Permit & Inspection Fees payment.

Your credit card was charged \$5,000.00 on 04-22-2025.

Please print this page and retain it as a confirmation of your credit card charge.

Payment Details

Confirmation Number: 255999839
Date: 04-22-2025
Time: 01:20:53 PM CDT
Type: American Express
Account: *****1025
Total Payment: \$5,000.00

For any questions, please contact our office during business hours (8 am - 5 pm, Monday to Friday) at 281-238-1500.

Thank you,
Fire Marshal's Office

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.**

HINESAD
Houston, TX United States

Certificate Number:
2025-1323124

Date Filed:
06/11/2025

Date Acknowledged:
06/24/2025

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.

100518-A2
Building Permit Reimbursable

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)