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**FIRST AMENDMENT TO AGREEMENT FOR DESIGN/BUILD FOR PARKING  
EXPANSION AT PECAN GROVE INDOOR SPORTS COMPLEX  
(CONSTRUCTION PHASE)  
RFQ 24-042**

**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 APEX Consulting Group, Inc., (hereinafter “ACG”), a company authorized to conduct business in the State of Texas. County and Contractor are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, on or about September 25, 2024, the Parties executed and accepted that certain Agreement for Design/Build for Parking Expansion at Pecan Grove Indoor Sports Complex (Design Phase) RFQ 24-042 (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 additional services by Contractor, to increase the Total Maximum Compensation for completion of such services, increase time of performance 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 ACG an additional Six Hundred Ninety-Seven Thousand and 00/100 dollars (\$697,000.00) for the performance and completion of additional services as described in ACG's Cost Proposal-RFQ #24-042 – Pecan Grove Indoor Sports – Parking Addition dated March 23, 2025 (the "Services"), attached hereto as Exhibit A-1, and incorporated by reference for all intents and purposes, pursuant to RFQ 24-042.
2. **Limit of Appropriation.** ACG understands and agrees that the Maximum Compensation payable to ACG for Services rendered under this Agreement is hereby increased to an amount not to exceed Seven Hundred Forty-Five Thousand and 00/100 dollars (\$745,000.00), authorized as follows:

\$48,000.00	under the Agreement
\$697,000.00	under this Amendment
<b>TOTAL</b>	<b>\$745,000.00</b>

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. ACG 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 Seven Hundred Forty-Five Thousand and 00/100 dollars (\$745,000.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

ACG does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that ACG may become entitled to and the total maximum sum that County may become liable to pay to ACG under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seven Hundred Forty-Five Thousand and 00/100 dollars (\$745,000.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement is extended to terminate on twelve (12) months from the date the Agreement is signed by the last party. ACG shall complete the tasks described in the Scope of Services and Exhibit A-1 attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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.

**{Remainder of Page Intentionally Left Blank}**

**{Execution Page Follows}**

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed or caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY**

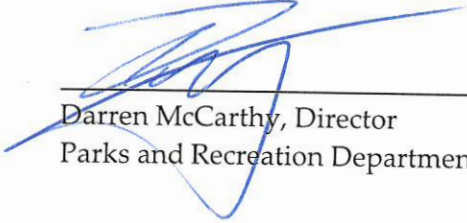
\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

Reviewed By:

  
\_\_\_\_\_  
Darren McCarthy, Director  
Parks and Recreation Department

**APEX CONSULTING GROUP, INC.**

  
\_\_\_\_\_  
Authorized Agent- Signature

**CHARLES MGBEIKE, P.E.**

\_\_\_\_\_  
Authorized Agent- Printed Name

**PRESIDENT**

\_\_\_\_\_  
Title

**04/30/25**

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-1: ACG's Cost Proposal-RFQ #24-042 (dated 3/23/25)

i:\agreements\2025 agreements\purchasing\parks\apex consulting group (24-parks-100834-a1)\1st amendment to agmt for design-build svcs (kcj - 4.24.2025), lsl rev 4.30.25

## **EXHIBIT A-1**

(Cost Proposal dated 3/23/25 follows behind)

March 23, 2025

**Gwendolyn Climmons, JD**  
Special Projects Manager  
Fort Bend County Parks  
5558 Sienna Springs Way  
Missouri City, Texas TX 77459

**Re: Cost Proposal-RFQ #24-042 – PECAN GROVE INDOOR SPORTS – PARKING  
ADDITION**

Dear Ms. Climmons:

Per your request, attached is our cost proposal for the referenced project to be built in Richmond, Texas. The cost to construct the parking lot, including lighting, landscape, irrigation, storm sewer, sidewalk, and paving is **\$697,000.00** (Six Hundred & Ninety Seven Thousand Dollars). This is a “**not to exceed**” cost, assuming no unforeseen site conditions and/ or scope changes by the County.

Thank you for this opportunity to provide our services to Fort Bend County. ACG will commit its full resources to complete this project on time and within the budget. Please feel free to call our office if you have any questions or concerns.

Sincerely



Charles C. A. Mgbeike, P.E.  
President

APEX CONSULTING GROUP, INC.

## CONSTRUCTION BUDGET

### PECAN GROVE INDOOR SPORTS COMPLEX - PARKING ADDITION

GENERAL CONDITION	\$	25,000.00
SITE MANAGEMENT	\$	25,000.00
OHP	\$	75,000.00
INSURANCE & BONDS	\$	20,000.00
EQUIP RENTAL	\$	18,000.00
PERMITING	\$	5,000.00
CONSTRUCTION SURVEY	\$	3,000.00
SITE DEMOLITION	\$	5,000.00
SITE SWPPP & CONSTRUCTION ENTRANCE	\$	15,000.00
EXCAVATE/ FILL / COMP	\$	45,000.00
8" LIME STABILIZED SUBGRADE	\$	40,000.00
FINAL GRADING	\$	10,000.00
STORMWATER TRENCHING/ PIPES	\$	30,000.00
STORWATER STRUCTURES-CATCH BASINS	\$	20,000.00
STABILIZED SAND BEDDING	\$	8,000.00
PARKING LOT PAVING	\$	240,000.00
PARKING LOT STRIPING, FIRE LANE, ETC	\$	8,000.00
SIDEWALK & ADA RAMP	\$	15,000.00
SITE ELECTRICAL	\$	30,000.00
LANDSCAPING	\$	35,000.00
IRRIGATION	\$	20,000.00
SITE CLEAN-UP	\$	5,000.00
<b>ESTIMATED CONSTRUCTION COST</b>	<b>\$</b>	<b>697,000.00</b>