

§

§

COUNTY OF FORT BEND

§

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
LANDSCAPE ARCHITECTURAL SERVICES
ALL ABILITIES PARK**

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 Bowman Consulting Group Ltd., previously known as Terra, a Bowman company, (hereinafter “Consultant”), 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 June 14, 2022, the Parties executed and accepted that certain Agreement for Professional Landscape Architectural Services All Abilities Park (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 Consultant an additional Twelve Thousand Five Hundred and no/100 dollars (\$12,500.00) for the performance and completion of additional services as described in Consultant's Request for Approval of Additional Landscape Architectural Services dated March 25, 2025 (the "Services"), attached hereto as Exhibit A-1, and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Sixty-Seven Thousand Six Hundred and no/100 dollars (\$67,600.00), authorized as follows:

\$55,100.00	under the Agreement
\$12,500.00	under this Amendment
TOTAL	\$67,600.00

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant 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 Sixty-Seven Thousand Six Hundred and no/100 dollars (\$67,600.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Seven Thousand Six Hundred and no/100 dollars (\$67,600.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement is extended through December 31, 2028. Consultant 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

BOWMAN CONSULTING GROUP, LTD.



Authorized Agent- Signature

DARREN SHARKEY

Authorized Agent- Printed Name

Department Director

Title

06/10/2025

Date

Reviewed By:



Darren McCarthy, Director
Parks and Recreation Department

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: Consultant's Request for Approval of Additional Landscape Architectural Services
(dated 3/25/25)

i:\agreements\2025 agreements\purchasing\parks\bowman consulting group ltd (22-parks-100918-a1)\1st amendment to
agmt for landscape arch svcs (kcj - 6.9.2025)

EXHIBIT A-1
(follows behind)



03/25/2025

Mr. Darren McCarthy
Parks Director

Fort Bend County Parks and Recreation
5855 Sienna Springs Way
Missouri City, TX 77459

Re: Request for Approval of Additional Landscape Architectural Services (the "Proposal")

Galaxy All Abilities Park
Sugar Land, Fort Bend County, Texas
Bowman Project # 250267-01-001

Dear Mr. Darren McCarthy:

Bowman is pleased to submit this authorization request for additional Landscape Architecture Services for the referenced project. This request is intended to confirm our Scope of Services and your authorization to proceed.

I. SCOPE OF SERVICES:

Due to current unstable market conditions resulting in significant fluctuations in contractor pricing, Bowman has provided additional rounds of Value Engineering and Bid Phase services that have exceeded the originally projected budget for this task. In order to continue providing sufficient resources to ensure a smooth transition from the bid phase to the construction phase, as well as ongoing coordination with the selected contractor, Bowman proposes this additional services authorization.

00008 Additional Bidding and Construction Phase Services

Bowman will continue to provide bidding and construction phase services as originally scoped for the duration of the project. This includes all previously defined tasks, ensuring seamless project execution and adherence to design intent while addressing evolving project needs. Bowman will remain actively engaged throughout the process, facilitating coordination between the contractor, owner, and other stakeholders to address any project challenges that may arise. These efforts will help maintain project schedules, mitigate potential delays, manage unforeseen conditions, and ensure the successful delivery of a high-quality final product. This scope includes, but is not limited to:

A. Preconstruction Coordination:

1. Responding to contractor RFIs related to construction documentation and design intent.
2. Attending the preconstruction meeting to clarify project expectations, schedules, and responsibilities.
3. Reviewing contractor-proposed substitutions or value engineering alternatives for conformance with project requirements.

B. Submittal Review & Construction Administration:

1. Reviewing contractor submittals, shop drawings, and product data for compliance with project specifications.
2. Providing written responses to RFIs and requests for design clarifications.

3. Issuing supplementary details or design modifications as needed.

C. Site Visits & Field Observations:

1. Conducting periodic site visits to observe construction progress and verify compliance with contract documents.
2. Attending construction progress meetings as necessary.
3. Preparing field reports documenting site conditions, work progress, and any observed issues requiring attention.

D. Punch List & Project Closeout:

1. Performing substantial completion site reviews and generating a punch list of outstanding items.
2. Conducting follow-up site visits to verify completion of punch list items.
3. Reviewing closeout documentation, including as-built drawings and warranties.

These efforts will help ensure quality control, maintain design intent, and support a timely and efficient project completion.

II. FEES, TERMS AND CONDITIONS

Services described above shall be provided on a lump sum basis not to exceed the amount(s) defined below without prior authorization, in accordance with the terms and conditions of our current agreement which is incorporated and made part of this Agreement by reference.

Task	Fee
00008 Additional Bidding and Construction Phase Services	\$ 12,500

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below, and return one copy for our files.

Bowman



Darren Sharkey

Director, Landscape Architecture

Bowman | Houston

Accepted: **Darren McCarthy**

By: _____

Title: _____

Date: _____

Signature