

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR DESIGN/BUILD
FOR KITTY HOLLOW PARK IMPROVEMENTS
(CONSTRUCTION PHASE)
RFQ 24-066**

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 November 27, 2024, the Parties executed and accepted that certain Agreement for Design/Build for Kitty Hollow Park Improvements (Design Phase) RFQ 24-066 (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 Three Million Nineteen Thousand One Hundred Eighty and 00/100 dollars (\$3,019,180.00) for the performance and completion of additional services as described in ACG’s Construction Cost Proposal-RFQ #24-066 – Kitty Hollow Park Improvements dated July 28, 2025 (the “Services”), attached hereto as Exhibit A-1, and incorporated by reference for all intents and purposes, pursuant to RFQ 24-066.
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 Three Million One Hundred Thirty-five Thousand Six Hundred Eighty and 00/100 dollars (\$3,135,680.00), authorized as follows:

\$ 116,500.00	under the Agreement
\$ 3,019,180.00	under this Amendment
\$ 3,135,680.00	Total Maximum Compensation

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 Three Million One Hundred Thirty-five Thousand Six Hundred Eighty and 00/100 dollars (\$3,135,680.00) 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 Three Million One Hundred Thirty-five Thousand Six Hundred Eighty and 00/100 dollars (\$3,135,680.00).

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.

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{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

APEX CONSULTING GROUP, INC.



Authorized Agent- Signature

Charles Mabeike, P. E.

Authorized Agent- Printed Name


President

Title

09/04/25

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: ACG's Cost Proposal-RFQ #24-066 (dated 7/28/25)

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EXHIBIT A-1

(Construction Cost Proposal dated 7/28/25 follows behind)

July 28, 2025

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

Re: Construction Cost Proposal-RFQ #24-066 – KITTY HOLLOW PARK IMPROVEMENTS

Dear Ms. Climmons:

Per your request, attached is our cost proposal for the referenced project. The cost to demo and re-construct eighteen (18) small pavilions, build two (2) large pavilions, small equipment shed, large equipment shed, two Maintenance buildings (8000SF), a wash Rack, site drainage, paving, utilities extension, etc. is **\$3,019,180.00** (Three Million, Nineteen Thousand, One Hundred & Eighty Dollars). This is a “not to exceed” cost, assuming no unforeseen site conditions, vendor price increases, 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

	A	B	C
1	KITTY HOLLOW PARK IMPROVEMENTS		
2	ESTIMATED CONSTRUCTION COST		
3	PROJECT ESTIMATED BUDGET		
4	SITE WORK & UTILITIES		
5	SITE SWPPP & CONSTRUCTION ENTRANCE	\$	20,000.00
6	EXCAVATE/ FILL / COMP	\$	25,000.00
7	6" LIME STABILIZED SUBGRADE -conc	\$	55,000.00
8	FINAL GRADING	\$	10,000.00
9	BUILDING PAD - 2 LARGE PAVILIONS & MAINT BLDG	\$	95,000.00
10	STORMWATER TRENCHING/ PIPE	\$	25,000.00
11	STORWATER CATCH BASINS	\$	15,000.00
12	STABILIZED SAND	\$	12,500.00
13	LOT PAVING - LARGE PAVILIONS ASPHALT (1211 SY)	\$	60,000.00
14	LOT PAVING - MAINT. YARD ASPHALT (3417 SY)	\$	150,000.00
15	LOT PAVING - MAINT. DRIVEWAYS CONC (6410 SY)	\$	75,000.00
16	SIDEWALK & ADA RAMP - MAINT	\$	5,000.00
17	UTILITIES - WATER & SEWER - EXTEND LINES TO MAINT BLDG	\$	50,000.00
18	LANDSCAPING - SOD/ HYDRO-SEEDING	\$	25,000.00
19	FENCING & GATE	\$	60,000.00
20	SITE CLEAN-UP	\$	5,000.00
21			
22	ESTIMATED COST - (SITE & UTILITIES)	\$	687,500.00
23			
24	PHASE 2 - MAINTENANCE BUILDING		
25	FOUNDATION- REBAR, CONCRETE, LABOR	\$	175,000.00
26	PRE-ENGINEERED STEEL BUILDING	\$	150,000.00
27	STEEL ERECTION	\$	45,000.00
28	MEZZININE STRUCT	\$	45,000.00
29	CMU - STONE & BRICK	\$	45,000.00
30	GARAGE DOORS - SECTIONAL AUTO	\$	84,000.00
31	KITCHEN COUNTERTOP/ FLOORING	\$	25,000.00
32	PAINT	\$	15,000.00
33	KITCHEN CEILING + MISC	\$	25,000.00
34	ELECTRICAL - POWER & LIGHTING	\$	75,000.00
35	PLUMBING	\$	25,000.00
36	HVAC	\$	20,000.00
37	WINDOWS & GLASS	\$	20,000.00
38	CEILING FANS \$5000 x 3)	\$	15,000.00
39	STAIRS & HANDRAILS	\$	25,000.00
40	RESTROOM SHOWER, ETC	\$	20,000.00
41	WASH RACK	\$	50,000.00
42	2 BUILDING due to Fire Marshal comments	\$	75,000.00
43			

	A	B	C
44	ESTIMATED COST - PHASE 2 (MAINTENANCE BUILDING)	\$ 934,000.00	
45			
46	PHASE 3 - LARGE & SMALL PAVILIONS		
47	FOUNDATION - LARGE PAVILION (\$125,000* 2)	\$ 250,000.00	
48	FOUNDATION - SMALL PAVILION (\$3500*8)	\$ 32,000.00	
49	PRE-ENGINEERED STEEL - LARGE PAVILION (\$85,000* 2)	\$ 170,000.00	
50	PRE-ENGINEERED STEEL - SMALL PAVILION (\$8300*8)	\$ 66,400.00	
51	ERECTION - LARGE PAVILION (\$35,000* 2)	\$ 70,000.00	
52	ERECTION - SMALL PAVILION + OHP (\$9060* 8)	\$ 72,480.00	
53	ELECTRICAL - LARGE PAVILION (\$20,000* 2)	\$ 40,000.00	
54	PLUMBING (WATER ONLY) - LARGE PAVILION (\$2500* 2)	\$ 5,000.00	
55	BBQ PIT - LARGE PAVILION (\$1500* 2)	\$ 3,000.00	
56	TABLES & BENCHES - SMALL PAVILION (\$1200* 8)	\$ 9,600.00	
57	TABLES & BENCHES - LARGE PAVILION (\$1200*24)	\$ 28,800.00	
58	ESTIMATED COST - PHASE 3 (PAVILIONS)	\$ 747,280.00	
59			
60	OTHERS		
61	INSURANCE & BONDS	\$ 25,000.00	
62	PERMITTING	\$ 5,000.00	
63	OTHERS	\$ 30,000.00	
64	SUMMARY		
65	PROJECT BUDGET	\$ 2,000,000.00	
66	ESTIMATED COST - PHASE 1 (SITE & UTILITIES)	\$ 687,500.00	
67	ESTIMATED COST - PHASE 2 (MAINTENANCE BUILDING)	\$ 934,000.00	
68	ESTIMATED COST - PHASE 3 (PAVILIONS)	\$ 747,280.00	
69	GENERAL CONDITIONS/ REQUIREMENTS	\$ 30,000.00	
70	TOTAL ESTIMATED PROJECT COST	\$ 2,398,780.00	
71	ALTERNATE #1 - 30FT x 60FT FUTURE STORAGE SHED	\$ 145,000.00	
72	ALTERNATE #2 - 30FT X 50FT HEAVY EQUIPMENT SHED	\$ 120,000.00	
73	ALTERNATE #3 - ADD 10 SMALL PAVILIONS	\$ 149,400.00	
74	Alternate #4 - SECURITY CAMERA + DATA (LS)	\$ 25,000.00	
75	Alternate #5 - EXTEND POWER FROM CPE XFMR	\$ 75,000.00	
76	Alternate #6 - FLOOD PROOF OFFICE	\$ 63,000.00	***
77	Alternate #7 - HEAVY EQUIPMENT SHED ADD	\$ 12,000.00	
78	Alternate #8 - ADDITIONAL INSURANCE & BONDS	\$ 15,000.00	
79	Alternate #9 - ADDITIONAL DESIGN FEE - FLOOD PLAIN	\$ 16,000.00	
80	TOTAL ALTERNATES	\$ 620,400.00	
81	BASE BID	\$ 2,398,780.00	
82	ALTERNATES -	\$ 620,400.00	
83	BASE BID + ALTERNATES	\$ 3,019,180.00	
84	CONSTRUCTION CONTINGENCY (3%)	\$ 90,575.00	
85	*** FLOOD DOORS ARE \$15,000.00 EACH		