

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES
FOR LONGSERRE PARK – TOWNSHIP OF THOMPSONS
(CONSTRUCTION PHASE)
RFQ 25-020**

THIS SECOND AMENDMENT (“Amendment”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the State of Texas, and APEX Consulting Group, Inc., (“ACG”), a Texas limited liability company. County and ACG may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties executed and accepted that certain Agreement for Design-Build Services for Longserre Park – Township of Thompsons for the Design Phase on or about March 12, 2025, and as amended for the Construction Phase on or about August 26, 2025, (collectively hereinafter the “Agreement”), incorporated by reference as if set forth verbatim herein, pursuant to RFQ 25-020; and

WHEREAS, this Agreement is an agreement for a public works project and is subject to the applicable laws under the Chapters 2252 – 2258, and 2269 of the Texas Government Code and Chapter 406 of the Texas Labor Code; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional Construction Phase services by ACG, to increase the Total Maximum Compensation for completion of such services, increase time of performance and otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** County shall pay ACG an additional Thirty-Five Thousand Eight Hundred Fifty and 0/100 dollars (\$35,850.00) for the performance and completion of additional Construction Phase services as described in ACG’s Cost Proposal dated December 26, 2025 (the “Services”), attached hereto as Exhibit A-2 and incorporated by reference.
3. **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 Eight Hundred Sixty-Seven Thousand Two Hundred Seventy-Five and 0/100 dollars (\$867,275.00), authorized as follows:

\$41,425.00	under the Agreement
\$790,000.00	under the First Amendment
\$35,850.00	under this Second Amendment
TOTAL	\$867,275.00

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 Eight Hundred Sixty-Seven Thousand Two Hundred Seventy-Five and 0/100 dollars (\$867,275.00) 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 Eight Hundred Sixty-Seven Thousand Two Hundred Seventy-Five and 0/100 dollars (\$867,275.00).

4. **Time of Performance.** ACG shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto be three (3) calendar months from receipt of the Notice to Proceed from County. ACG shall complete the Services within this time or within such additional time as may be extended in writing by County.
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.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, County and ACG hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

APEX CONSULTING GROUP, INC.

KP George, County Judge



Authorized Agent - Signature

Date

Charles Mabeike
Authorized Agent- Printed Name

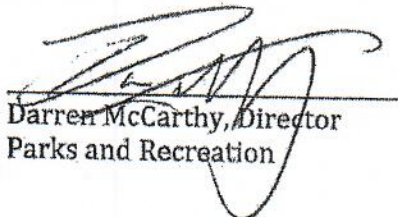
ATTEST;

President
Title

Laura Richard, County Clerk

02/19/26
Date

APPROVED:



Darren McCarthy, Director
Parks and Recreation

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A-2

ACG's Cost Proposal
(December 26, 2025)



9888 Bissonnet Street, Suite 415
Houston, Texas 77036
713.779.5700

December 26, 2025

Mr. Freddie Newsome, Mayor
Longserre Park
City of Thompsons, Texas

Re: COST PROPOSAL TO COMPLETE THE ENTRY CONCRETE WALK/ DRIVEWAY

Dear Mr. Newsome

Here is our cost proposal to complete the entry concrete walk/ driveway @ the Longserre Park.
The cost includes the following (see photos):

1.0 Remove and haul off construction debris: silt fence, forms, etc:	\$2,500.00
2.0 Haul off excess dirt, concrete, asphalt, etc (15+ loads):	\$4,500.00
3.0 Prepare & Pour Driveway – INSIDE GATE (1699 SFx\$6/SF)	\$10,194.00
4.0 Demo & Haul Exist. Asphalt – OUTSIDE GATE (1696 SFx\$3/SF)	\$5,088.00
5.0 Prepare & Pour Driveway – OUTSIDE GATE (1696 SFx\$8/SF)	\$13,568.00
Total Cost	\$35,850.00

If you have any questions, please feel free to contact this office.

Sincerely,

APEX Consulting Group, Inc.

Charles C. A. Mgbeike, P.E.

