

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**FOURTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS FOURTH 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 Cobb, Fendley & Associates, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on May 5, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents dated January 26, 2016, (hereinafter "Amendment"), January 24, 2017, (hereinafter "Second Amendment"), and June 13, 2017, (hereinafter "Third Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation to complete the additional services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional fifty thousand dollars and 00/100 (\$50,000.00) for limited construction administration services and preparation of the as-built drawings to be provided under the Agreement as described in the proposal dated April 29, 2019 attached as Exhibit "A" hereto and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed six hundred thirty-four thousand nine hundred ninety-four dollars and 74/100 (\$634,994.74), authorized as follows:
  - \$518,474.00 under the Agreement;
  - \$28,596.00 under the Amendment;
  - \$15,420.00 under the Second Amendment;
  - \$22,504.74 under the Third Amendment; and
  - \$50,000.00 under this Fourth Amendment.
3. The Time of Performance under the Agreement is hereby extended to terminate no later than December 31, 2019.
4. In no case shall the amount paid by County for all Services under the Agreement the subsequently executed amendments exceed the Maximum Compensation without further written agreement executed by the parties.

5. Certain State Law Requirements for Contracts
- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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

FORT BEND COUNTY

COBB, FENDLEY & ASSOCIATES, INC.

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

  
 \_\_\_\_\_  
 Dale Conger, President

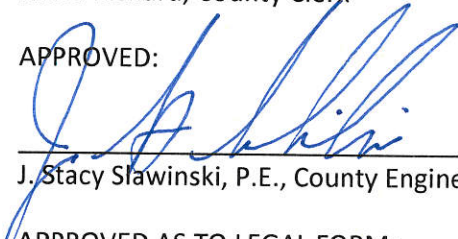
\_\_\_\_\_  
 Date

\_\_\_\_\_  
 May 3, 2019  
 \_\_\_\_\_  
 Date

ATTEST:

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

APPROVED:

  
 \_\_\_\_\_  
 J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
 Marcus D. Spencer, First Assistant County Attorney

**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

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# EXHIBIT A

April 29, 2019

Mr. Stacy Slawinsky, P.E.  
Fort Bend County Engineering Department  
301 Jackson Street,  
Richmond, Tx 77469

Re: Contract Amendment for Construction Administration Services  
for Gaston Road Reconstruction  
Fort Bend County Mobility Bond Project #13311  
CobbFendley Project No. 1511-011-01-02

Dear Mr. Slawinsky:

Cobb, Fendley & Associates, Inc. (CobbFendley) is respectfully requesting to amend the Gaston Road contract to cover future efforts associated with limited construction administration phase services.

The total contract amount to be amended by \$50,000.00 on time and material basis for limited construction administration services and preparation of the as-built record drawings associated with efforts towards construction of the Gaston Road project from Greenbusch to Katy Flewellen. This authorization will increase the overall compensations in this contract to a total not to exceed amount of \$634,944.74. Please see following breakdown of the contract authorizations to date:

<b>Original Contract Amount</b>	<b>\$518,474.00</b>
Amendment 1 - Traffic Signal at Greenbusch and Gaston	\$ 28,596.00
Amendment 2 - FBCMUD 130 Utility Relocation Design	\$ 15,420.00
Amendment 3 - Right-Turn-Lane from NB Gaston onto EB Greenbusch	\$ 22,504.74
<b>Total Contract amount authorized to date</b>	<b>\$584,994.74</b>
<u>Total work performed to date</u>	<u>(\$584,005.52)</u>
Remaining in Contract	\$ 989.22
<u>Total Compensation Requested this authorization (T&amp;M)</u>	<u>\$ 50,000.00</u>
<b>Total Not to Exceed Contract Amount</b>	<b>\$ 634,994.74</b>

The original contract included \$25,000.00 allocated to the limited construction administration services however; this fund was used towards additional design services requested by the County throughout the project design life.

### **Scope of Services**

- Provide limited construction administration services associated with the construction of Gaston Road from Greenbusch to Katy Flewellen.
- Prepare as-built record drawings upon completion of the construction activities and acceptance of the project by the Fort Bend County engineering.

We will perform the abovementioned scope of services per "Agreement for Professional Engineering Services for "Gaston Road from Katy-Flewellen Road to Greenbusch Road"", Fort Bend County Mobility Bond Project #13311, executed in May 11, 2015 (Contract).

### **SCHEDULE OF SERVICES**

Cobb Fendley will begin work on this project immediately upon receipt of Client's signature on this Authorization.

### **PROPOSAL ACCEPTANCE**

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services to your firm is appreciated and we look forward to serving you on this project.

We appreciate the opportunity to submit this proposal and look forward to working with Fort Bend County throughout the remainder of this project. If you have any questions or require any additional information, I can be reached at 713-462-3242.

Sincerely,



Mahmoud Salehi, P.E.  
Principal | Senior Project Manager