

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 February 24, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents executed on December 1, 2015, (hereinafter "Amendment"), March 23, 2021 (hereinafter "Second Amendment"), and May 13, 2021 (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 for the completion of such additional services.

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

1. The County shall pay the Contractor an additional twenty-three thousand one hundred seventy-five dollars and 00/100 (\$23,175.00) for the additional services as described in the proposal dated June 29, 2021 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered shall remain an amount not to exceed one million one hundred thirteen thousand one hundred twenty-nine dollars and 56/100 (\$1,113,129.56), authorized as follows:
 - \$853,908.00 under the Agreement;
 - \$5,881.87 under this Amendment
 - \$0.00 under the Second Amendment
 - \$230,164.69 under the Third Amendment; and
 - \$23,175.00 under this Fourth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the

Maximum Compensation without an amendment executed by the County and the Contractor.

4. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

FORT BEND COUNTY

COBB, FENDLEY & ASSOCIATES

KP George, County Judge



Authorized Agent – Signature

Date

Charles M. Eastland

Authorized Agent – Printed Name

ATTEST:

Exec. Vice President

Title

Laura Richard, County Clerk

8/24/21

Date

APPROVED



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

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 Edward Sturdivant, County Auditor

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Fourth Amendment to Agreement for Professional Engineering Services

2013 Mobility Bond Project No. 13106

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EXHIBIT A

June 29, 2021

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
C/O Kevin Mineo, P.E.
Binkley & Barfield Inc.
1710 Seamist Drive
Houston, Texas 77008

Re: 10th Street/FM 762 Extension from 90A/Jackson to Clay Street
FBC 2013 Mobility Bond Program Project No. 13106

Subject: Proposal for Professional Services to conduct
Project Public Meeting

Dear Mr. Slawinski:

We are pleased to provide you with this proposal to conduct a public meeting in connection with extension of the FM 762/10th Street, Fort Bend County Mobility Bond Program Project No. 13106.

Scope of Services

CobbFendley will perform the following scope of services prior, during and after the public meeting:

1. Project management & coordination with stakeholders
2. Prepare the necessary exhibits, maps, schematics, charts, and handouts.
3. CobbFendley will have adequate personnel familiar with the project to attend the meeting in order to provide responses and clarifications for the public meeting attendees.
4. CobbFendley will take notes of the comments received during the public meeting and will provide responses in collaboration with Fort Bend County Engineering and Binkley & Barfield, the managing consultant.
5. An animation video of the proposed 10th Street Corridor & project alignment performed by landscape architectural subconsultant, M2L, as an additional service.

Exclusions

CobbFendley will not prepare a flyer for public meeting notices.

CobbFendley will not collect residential addresses along the corridor.

CobbFendley will not mail out any/all meeting notices to residential communities in north Richmond.

CobbFendley can perform the abovementioned exclusions with prior authorization and commensurate compensations by the County Engineer.

The following outlines compensations for the abovementioned scope of services requested for the Fourth Amendment to the existing contract:

Basic Services

1. Project Management	\$ 556.00
2. Preparation of Public Meeting Graphics	\$ 4,505.00
3. CobbFendley attending personnel	\$ 2,550.00
4. Documenting Comments & Responses	\$ 3,564.00
Subtotal Basic Services	\$ 11,175.00



Additional Services

1. Video Animation to be performed by M2L Architects (Cost +10%) \$ 11,000.00

Subtotal Additional Services \$ 11,000.00

Reimbursable Direct Expenses

1. Direct Expenses \$ 1,000.00

Subtotal Reimbursable Direct Expenses \$ 1,000.00

Total Fee for Basic & Additional Services and Reimbursables \$ 23,175.00

We respectfully request that the existing contract be amended by **\$23,175.00** from \$1,089,954.56 to **\$1,113,129.56** to compensate for the or the abovementioned professional services.

Upon receipt of the written notice to proceed we will commence work. Please call at your earliest convenience should you have any questions, or require additional information,

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Mahmoud Salehi".

Mahmoud Salehi, P.E.

Vice President | Senior Project Manager

**Public Meeting Level of Effort for
10th Street/FM 762 Extension from 90A/Jackson to Clay Street
FBC 2013 Mobility Bond Program Project No. 13106
BASIS OF COMPENSATION**

BASIC SERVICES										
No.	TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER III	PROJECT ENGINEER II	PROJECT ENGINEER I	TECHNICIAN III	CLERICAL	TOTAL LABOR HRS. & COSTS
PHASE I - PRELIMINARY ENGINEERING REPORT										
1	Project Management, Coordination with Stakeholders		2							2
2	Prepare the necessary exhibits, maps, schematics, charts, and handouts.		4	4	2		8	7		25
3	CobbFendley will have adequate personnel familiar with the project to attend the meeting in order to provide responses and clarifications for the public meeting attendees.		3	3	3	3				12
4	CobbFendley will take notes of the comments received during the public meeting and will provide responses in collaboration with Fort Bend County Engineering and Binkley & Barfield, the managing consultant.		4	4	4	4			2	18
	TOTAL HOURS :	0	13	11	9	7	8	7	2	57
	MAXIMUM RAW SALARY COST	\$99.67	\$92.67	\$80.67	\$58.33	\$51.67	\$43.00	\$49.67	\$27.33	
	RAW SALARY MULTIPLIER	3	3	3	3	3	3	3	3	
	TOTAL SALARY COST	\$299.00	\$278.00	\$242.00	\$175.00	\$155.00	\$129.00	\$149.00	\$82.00	
	TOTAL LABOR COST:	\$ -	\$ 3,614.00	\$ 2,662.00	\$ 1,575.00	\$ 1,085.00	\$ 1,032.00	\$ 1,043.00	\$ 164.00	\$ 11,175.00
	SUBTOTAL BASIC SERVICES									\$ 11,175.00
ADDITIONAL SERVICES										
TASK DESCRIPTION										
LANDSCAPE ARCHITECTURE - PROP. CORRIDOR VIDEO ANIMATION										
1.	Animation Video -M2L Architects (Cost + 10%)									\$ 11,000.00
	SUBTOTAL ADDITIONAL SERVICES									\$ 11,000.00
REIMBURSABLES										
REIMBURSABLE COSTS										
										\$ 1,000.00
										\$ 1,000.00
	SUBTOTAL REIMBURSABLES									\$ 1,000.00
	TOTAL - BASIC AND ADDITIONAL SERVICES									\$ 23,175.00