

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS SECOND 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 April 28, 2020, (hereinafter “Agreement”), as amended by document executed on February 2, 2021, (hereinafter “Amendment”) pursuant to SOQ 14-025; and

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

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


1. County shall pay Contractor an additional eight thousand six hundred seventy dollars and no/100 (\$8,670.00), for the services as described in Contractor’s proposal dated November 5, 2021, attached hereto as Exhibit “A” 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 five hundred sixty thousand seven hundred thirty-nine dollars and no/100 (\$560,739.00), authorized as follows:
 - \$505,324.00 under the Agreement;
 - \$46,745.00 under the Amendment; and
 - \$8,670.00 under this Second 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 written agreement executed by both parties.

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

FORT BEND COUNTY

COBB, FENDLEY & ASSOCIATES, INC

KP George, County Judge



Authorized Agent – Signature

Date

Mahmoud Salehi, P.E.

Authorized Agent – Printed Name

ATTEST:

Vice President


Title

Laura Richard, County Clerk

9/12/2022

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 Ed Sturdivant, County Auditor

EXHIBIT A

November 5, 2021

Mr. Stacy Slawinsky, P.E.
Fort Bend County Engineer
C/O Raul Fung, P.E.
RPS Professional Group
575 N Dairy Ashford Suite 700
Houston, Texas 77079

Re: Moore Road Improvements from 5th St. to Court Road/Independence Parkway
FBC 2017 Mobility Bond Program Project No. 17218x
Subject: Proposal for additional professional surveying services – Farasat Properties

Dear Mr. Slawinsky:

Cobb, Fendley & Associates, Inc. is please to propose for professional surveying services related the Category 1B, Condition III Standard Land Surveys of three tracts, FBCAD Parcel Nos. R36687 (called 11.16 acres), R36650 (called 2.00 acres) and R36652 (called 2.29 acres) in the Moore Road Project area of Fort Bend County, Texas. CobbFendley's services are to be performed for the sole benefit of Fort Bend County (Client), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley with respect to this project. **If available, client will provide a title commitment with exception documents.**

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

SCOPE OF SERVICES

- 1) Provide a Category 1B, Condition III, Standard Land Survey of the called 11.16 acre tract, FBCAD Parcel No. R36687 on Moore Road, in Fort Bend County, Texas. All surveys will be performed in accordance with the minimum standards of a Category 1B, Condition III Standard Land Title Survey and promulgated by the Texas Society of Professional Surveyors. Perimeter improvements will be shown. No interior improvements, utilities, buildings or roads etc. will be located.
- 2) Provide a Category 1B, Condition III, Standard Land Survey of the called 2.00 acre and 2.29 acre tracts, FBCAD Parcel Nos. R36650 and R36652 on Packer Lane, in Fort Bend County, Texas. All surveys will be performed in accordance with the minimum standards of a Category 1B, Condition III Standard Land Title Survey and promulgated by the Texas Society of Professional Surveyors. Perimeter improvements will be shown. No interior improvements, utilities, buildings or roads etc. will be located.
- 3) Survey drawing(s) will be prepared depicting the boundaries, abstract information, perimeter improvements and rights-of-way. Survey drawing(s) along with a separate Legal description(s) of the subject properties will be prepared and provided in hard copy and electronic form.

COBB FENDLEY  CLIENT _____

EXCLUSIONS FROM THE SCOPE

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Subdivision platting.
2. Topographic Surveying
3. Any other services not specifically included within the description of the Services as described above.

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered to be Additional Services and shall require additional fees based on the attached rate schedule.

BASIS OF COMPENSATION

We propose to perform the described Basic Services for the following fees:

Category 1B, Condition III, Standard Land Survey as per Task 1 above \$3,200.00*

Category 1B, Condition III, Standard Land Survey as per Task 2 above \$5,470.00*

****price is subject to 8.25% state and local sales tax (if you are tax exempt you must provide your tax certificate)***

SPECIAL PROVISIONS

CobbFendley will perform only such Additional Services, as are specifically agreed to in writing by Client and CobbFendley on a Supplement to Original Agreement form. **Changes which must be made in the surveyor's notes or the survey requirements due to changes in buyer/seller's lender and/or attorneys associated with this transaction which is different from the agreed upon survey requirements and certification contained herein, or due to other changes or conditions not subject to CobbFendley's control will be considered as Additional Services and will require additional fees.**

A copy of the *General Terms and Conditions of the Authorization for Professional Services* is attached and constitutes a part of this agreement.

COBB FENDLEY WBM CLIENT _____

SCHEDULE OF SERVICES

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's signature on this Authorization and any additional authorizations that may be required from the property owner.

CobbFendley will use reasonable efforts to complete its services in twenty (20) working days from receipt of this executed agreement. However, possible adverse effects of severe weather or delay of receiving the title commitment with exception documents could delay the final delivery date.

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 surveying services to your firm is appreciated and we look forward to working on this project with you.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.
TBPLS Firm Registration No. 100467



William E. Merten, RPLS, LSLS
Principal, Senior Project Surveyor

This proposal accepted by:

FORT BEND COUNTY, TEXAS

Signature

Print Name

Title

Date of Authorization

Attachments

COBB FENDLEY WEM CLIENT _____

**GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR
PROFESSIONAL SERVICES**

1. DIRECT EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

COBB FENDLEY WEM CLIENT _____

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED \$100,000 (ONE HUNDRED THOUSAND DOLLARS). COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

COBB FENDLEY  CLIENT _____

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month may be charged on all amounts not paid within thirty (30) days after receipt, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within 10 working days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project complete and out-of-pocket expenses incurred will be due and payable upon receipt of invoice at the end of each month. Should invoices not be paid within thirty (30) days from date of invoice, interest thereon at a rate equal to 1.5% per month on the unpaid balance shall be added each month to the sum shown as due by the invoice beginning with the date of invoice.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

COBB FENDLEY WBT CLIENT _____



2021 Standard Rate Schedule

Senior Engineer V or Principal.....	\$299.00/HR
Senior Engineer IV or Project Manager V.....	\$278.00/HR
Senior Engineer III or Project Manager IV.....	\$242.00/HR
Senior Engineer II or Project Manager III.....	\$227.00/HR
Senior Engineer I or Project Manager II.....	\$201.00/HR
Engineer III or Project Manager I.....	\$175.00/HR
Engineer II.....	\$155.00/HR
Engineer I.....	\$129.00/HR
Graduate Engineer.....	\$108.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$170.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$149.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$129.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$103.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$84.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$62.00/HR
Licensed State Land Surveyor.....	\$242.00/HR
Senior Registered Professional Land Surveyor.....	\$216.00/HR
Registered Professional Land Surveyor.....	\$175.00/HR
4 Person Survey Crew.....	\$196.00/HR
3 Person Survey Crew.....	\$175.00/HR
2 Person Survey Crew.....	\$149.00/HR
1 Person Survey Crew.....	\$108.00/HR
2 Person Hy-Drone Crew.....	\$350.00/HR
2 Person UAV Drone Crew.....	\$242.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$180.00/HR
Right-of-Way Agent III or ROW Attorney.....	\$160.00/HR
Right-of-Way Agent II.....	\$140.00/HR
Right-of-Way Agent I.....	\$110.00/HR
Right-of-Way Technician.....	\$100.00/HR
Administrative.....	\$105.00/HR
Clerical.....	\$80.00/HR
Field Data Device.....	\$40.00/HR/unit

COBB FENDLEY WEM CLIENT _____

(Continued)

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$175/HR
One-Man Designating Crew (4-Hour Minimum)	\$113/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$325/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	\$304/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$268/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.)	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Technology Fee (*)	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental.....	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.).....	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17")
- Color Prints (Up to 11" x 17")
- Color Prints (Larger than 11" x 17")
- Bluelines (All Sizes).....
- Bond Prints (All Sizes).....
- Mylar Prints
- Vellum Prints

(*) Technology charges added to each billable man-hour.

COBB FENDLEY  CLIENT _____