

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS THIRD 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, as amended by document executed on February 2, 2021, (hereinafter “Amendment”), and as amended again by document executed on September 27, 2022 (hereinafter “Second Amendment”) pursuant to SOQ 14-025, and collectively referred to as the “Agreement” and incorporated fully by reference for all purposes; and

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

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

1. County shall pay Contractor an additional Twenty-Five Thousand dollars and no/100 (\$25,000.00), for the services as described in Contractor’s proposal dated November 22, 2023, attached hereto as Exhibit “A-3” 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 Eighty-Five Thousand, Seven Hundred Thirty-Nine dollars and no/100 (\$585,739.00), authorized as follows:
 - \$505,324.00 under the Agreement;
 - \$46,745.00 under the Amendment;
 - \$8,670.00 under the Second Amendment; and
 - \$25,000.00 under this Third 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.

4. The time for performance under the Agreement will be extended through December 31, 2026.

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

Brad Matlock

Authorized Agent – Printed Name

ATTEST:

Senior Vice President

Title

Laura Richard, County Clerk

02/13/2024

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-3



November 22, 2023

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
C/O Gabriel Odreman, 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 Construction Phase Services Budget Amendment

Dear Mr. Slawinsky:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide Fort Bend County with this proposal to amend the budget to perform construction phase services (CPS) in connection with the Moore Road construction.

The current contract does not have adequate funds to cover the abovementioned services. There is \$13,251.77 remaining in the existing contract for the CPS task. The proposed re-allocation of \$25,000.00 is requested for budgetary purposes anticipated for completion of this task on a time and material (T&M) basis; therefore, the budget for the construction phase services task will be adjusted to \$38,251.77.

We request the fund reallocation as follow:

Basic Services (T&M basis)

Available CPS funds in current contract (2 nd amendment).....	\$13,251.77
Funds to be allocated to the CPS in subsequent amendment.....	\$25,000.00

Subtotal funds for CPS (T&M)	\$ 38,251.77
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Existing contract amount (2nd amendment)	\$560,739.00
Contract amount requested for 3rd amendment.....	\$ 25,000.00

Total contract amount to be budgeted for 3rd amendment	\$ 585,739.00
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We respectfully request the existing contractual compensation budget to be adjusted by \$25,000.00 from \$560,739.00 to \$585,739.00 to encompass the requested abovementioned professional services.

These services will be performed with prior written authorization by the County Engineer or the Fort Bend County Managing Consultant upon receipt of the written notice to proceed with the work.

Please call at your earliest convenience should you have any questions, or require additional information,

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

Mahmoud Salehi, P.E.
Vice President | Senior Project Manager