

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 April 28, 2020, as amended by document executed on February 2, 2021, (hereinafter “First Amendment”), as amended again by document executed on September 27, 2022, (hereinafter “Second Amendment”), and as amended again by document executed on March 12, 2024, (hereinafter “Third 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 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 Thirty-Four Thousand Five Hundred Forty-Three dollars and 82/100 (\$34,543.82), for the services as described in Contractor’s proposal dated September 27, 2024, attached hereto as Exhibit “A-4” 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 Twenty Thousand Two Hundred Eighty-Two dollars and 82/100 (\$620,282.82), authorized as follows:
 - \$505,324.00 under the Agreement;
 - \$ 46,745.00 under the First Amendment;
 - \$ 8,670.00 under the Second Amendment;
 - \$ 25,000.00 under the Third Amendment; and
 - \$ 34,543.82 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 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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

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

COBB, FENDLEY & ASSOCIATES, INC.



Authorized Agent – Signature

Brad Matlock, P.E.
Authorized Agent – Printed Name

Senior Vice President
Title

11/13/2024
Date

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

I:\AGREEMENTS\2024 Agreements\Engineering\Cobb, Fendley & Associates, Inc. (17-Eng-500032-A4)\Fourth Amendment to Agreement for Professional Engineering Services -- CFA -- Moore Road (17218x).docx (DRP 11.5.24)

EXHIBIT A-4



September 27, 2024

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
C/O Gabriel Odreman, P.E.
Tetra Tech
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 \$5,456.18 remaining in the existing contract for this task. The proposed re-allocation of \$34,543.82 is the requested funds for budgetary purposes anticipated for completion of this task on a time and material (T&M) basis; therefore, we recommended that the existing contract amount for this task to be amended to \$40,000.00.

We request the fund reallocation as follow:

Basic Services (T&M basis)

Available CPS funds in current contract (3 rd amendment)	(\$ 5,456.18)
Funds to be allocated to the CPS in subsequent amendment	\$ 40,000.00

Subtotal funds Requested for completion of CPS (T&M)	\$ 34,543.82
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Existing contract amount (3 rd amendment)	\$585,739.00
Contract amount requested for 4 th amendment	\$ 34,543.82

Total contract amount to be budgeted for 4th amendment	\$ 620,282.82
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We respectfully request the existing contractual compensation budget to be adjusted by \$34,543.82 from \$585,739.00 to \$620,282.82 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