STATE OF TEXAS §

COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Gaines Road, Seg. 1- Mobility Bond Project No. 20428X)

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Cobb, Fendley & Associates, Inc. ("Contractor"), a Texas Corporation. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on January 23, 2024 (the "Agreement") for the reconstruction of Gaines Road, Segment 1, under Mobility Bond Project No. 20428X; and

WHEREAS, County has determined that this Agreement, as amended, is for personal or professional engineering services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

- 1. **Scope of Services**. County shall pay Contractor an additional One Hundred Nine Thousand Five Hundred Eighty-Seven and 61/100 Dollars (\$109,587.61) for the performance and completion of additional services provided in the Contractor's Proposal attached hereto as Exhibit "A-1" (the "Services") and incorporated by reference for all intents and purposes.
- 2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Eight Hundred Eighty-Eight Thousand Six Hundred Thirty-Three and 23/100 Dollars (\$888,633.23) authorized as follows:

\$779,045.62 under the Agreement; and \$109,587.61 under the First Amendment.

In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$888,633.23 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$888,633.23.

- 3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content for purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this First Amendment has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this First Amendment has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this First Amendment has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in §2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in §2274.001(6) and (7) of the Texas Government Code.
- 4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
- 5. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.
- 6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.
- 7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

{Remainder of Page Intentionally Left Blank}

FORT BEND COUNTY, TEXAS	COBB, FENDLEY & ASSOCIATES, INC.
	Smildleel
KP George, County Judge	Authorized Agent – Signature
	Amber Hurd, P.E.
Date	Authorized Agent- Printed Name
	Vice President, Department Manager
ATTEST:	Title
	6/6/2025
Laura Richard, County Clerk	Date
APPROVED:	
J. Stacy Slawinski, P.E., County Engineer	
AUDITO	DR'S CERTIFICATE
I hereby certify that funds are av	ailable in the amount of \$ to
accomplish and pay the obligation of the Fo	ort Bend County under this Agreement.
	Robert E. Sturdivant, County Auditor
i:\agreements\2025 agreements\engineering\cobb, fendley & as	ssociates inc. (24-eng-100268-a1)\first amendment to agreement.docx - knm

EXHIBIT A-1

(Scope of Work Follows Behind)



April 22, 2025

Mr. Stacy Slawinski, P.E. Fort Bend County Engineer C/O Robert McBride, P.E. LJA Engineering, Inc. 3600 W Sam Houston Parkway S Suite 600 Houston, Texas 77042

Re: Gaines Road - Segment 1 from S. of Old Richmond/Boss Gaston to S. of Keegans Bayou Bridge Paving & Drainage Improvements

Mobility Bond Program Project No. 20428X

Subject: Gaines Road Amendment No. 1 Proposal for Project Split, Additional Geotechnical, Metes & Bounds Documents, and Construction Phase Services Budget Replenish

Dear Mr. Slawinsky:

Dasia Carriaca

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide Fort Bend County with this proposal to amend the budget for Gaines Road - Segment 1 from south of Old Richmond/Boss Gaston to south of Keegans Bayou Bridge. The scope and fee outlined in this proposal will include cost to split the project into two phases, prepare additional parcel sketches and metes and bounds for parcel acquisition, provide additional geotechnical funding needed to complete the drilling and analysis for the detention site, and replenish the construction phase services (CPS) task.

The CobbFendley design team will perform the requested professional engineering design services including but not limited to the scope services as defined in Exhibit "A" and Exhibit "B". Additionally, the basis of compensation is further defined below:

Exclusions (will be performed if deemed necessary with prior HCED authorization)

- a. Hydraulic and hydrologic study involving modeling & engineering design.
- b. Close Circuit video inspection of existing storm and/or wastewater lines
- c. Performing environmental testing or environmental site assessments (ESA) of any kind.
- d. Any other services not specifically included within the description of the Basic and Additional Services as described above.

Basis of Compensation

Basic Services	
Phase II Final Design (Project Split)\$	40,567.71
Phase III Construction Phase Services (Time & Materials) (Refresh)\$	75,000.00
Subtotal Basic Services\$	115,567.71
Optional Additional Services	
Geotechnical for Detention Site (HTS Inc. Houston)\$	15,654.00
$P_{\text{max}} = 1 P_{\text{max}} = 1 M_0 P_{\text{max}} = 1 C_{\text{max}} = 1 (1 C_{\text{max}} + 2 1 C_{\text{max}})$	
Proposed Parcels M&B and Sketches (16 @ \$3,183/Each)\$	50,928.00



Funds Remaining in Co

Phase III Limited CA Services (Time & Materials)(\$	50,000.00)
Geotechnical for Detention Site (HTS Inc. Houston)(\$	13,762.10)
SUE Level A(\$	8,800.00)
Subtotal Funds Remaining in Contract	72,562.10)

Total contract amount to be budgeted for Amendment No. 1.......\$ 109,587.61

There is \$72,562.10 remaining in the existing contract through the detention pond geotechnical, SUE Level A, and CPS tasks therefore, the current contract does not have adequate funds to cover the abovementioned services. We respectfully request the existing contractual compensation budget to be adjusted by \$109,587.61 from \$779,045.62 to \$888,633.23 to encompass the above-mentioned 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.

Should you have any questions or require any additional information, I can be reached at (713) 462-3242 and eshields@cobbfendley.com.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Evan Shields, P.E.

Evan Shields

Associate | Municipal Project Manager | Team Lead

Amber Hurd, P.E.

Smithelal

Vice President, Department Manager

Fee Summary Fort Bend County Mobility Program om 300' South of Old Richmond/Boss Gaston to S. of Keega

Gaines Road from 300' South of Old Richmond/Boss Gaston to S. of Keegans Bayou Bridge Fort Bend County Project No. 20428x

Sponsor: Fort Bend County

Description: Reconstruction of existing 2-lane roadway with open ditch to a 3-Lane concrete C&G section with

with storm sewer and a 6' sidewalk

Date: 4/22/2025

Basic Services	(Prime)
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Phase II Final Design (including Bidding)	\$ 40,567.71
Subtotal Phase II (Final Design & Bidding), Prime Consultant	\$ 40,567.71
Phases III limited CA Services* (Time & Material)*	\$ 75,000.00
Subtotal Phases III limited CA, Prime Consultant	\$ 75,000.00
* As instructed by the County \$50K (Budgeted T&M)	
Subtotal Phases II & III (Final Design and limited CA), Prime	\$ 115,567.71
Optional Additional Services	
Geotechnical for detention site HTS Inc. Houston (Budgeted as needed)	\$ 15,654.00
Prop. Parcels M&B and sketches 16 @ \$3,183/Each (Budgeted as needed)	\$ 50,928.00
Subtotal Optional Additional Services, Prime Fee (If required)	\$ 66,582.00

\$

182,149.71

GRAND TOTAL PROFESSIONAL SERVICES, PRIME & SUBCONSULTANTS

Cobb Fendley Fee Summary

Fort Bend County Mobility Program

Gaines Road from 300' South of Old Richmond/Boss Gaston to S. of Keegans Bayou Bridge

Sponsor: Fort Bend County

Date: 4/22/2025

OVERAL	LL BASIC SER	VICES		FINAL DESIGN SERVICES (PHASE II) INCLUDING BIDDING						
Classification	Hours	Rate	Labor Cost	Classification	Hours	Rate	Labor Cost			
Principal	4	\$110.00	\$440.00	Principal	4	\$110.00	\$440.00			
Project Manager	37	\$102.33	\$3,786.33	Project Manager	37	\$102.33	\$3,786.33			
Senior Hydrologist Engineer	0	\$91.67	\$0.00	Senior Hydrologist Engineer	0	\$91.67	\$0.00			
Project Engineer III	8	\$66.33	\$530.67	Project Engineer III	8	\$66.33	\$530.67			
Project Engineer I	51	\$47.33	\$2,414.00	Project Engineer I	51	\$47.33	\$2,414.00			
Senior Technician III	44	\$54.67	\$2,405.33	Senior Technician	44	\$54.67	\$2,405.33			
CAD Operator	71	\$40.33	\$2,863.67	CAD Operator	71	\$40.33	\$2,863.67			
RPLS	0	\$66.33	\$0.00	RPLS	0	\$66.33	\$0.00			
3-Man Crew	0	\$64.67	\$0.00	3-Man Crew	0	\$64.67	\$0.00			
Survey Tech I	0	\$37.00	\$0.00	Survey Tech I	0	\$37.00	\$0.00			
Utility Specialist	0	\$54.67	\$0.00	Utility Specialist	0	\$54.67	\$0.00			
Clerical	4	\$39.67	\$158.67	Clerical	4	\$39.67	\$158.67			
Total Labor	219		\$12,598.67	Total Labor	219		\$12,598.67			
OVERHEAD	180.00%		\$22,677.60	OVERHEAD	180.00%		\$22,677.60			
OPERATING MARGIN	ARGIN 15%		\$5,291.44	OPERATING MARGIN 15%			\$5,291.44			
SUBTOTAL CFA BASIC SERVI	CES PHASES	I&II	\$40,567.71	SUBTOTAL CFA PHASE	II DESIGN SER	VICES	\$40,567.71			

Fort Bend County Mobility Program

Fort Bend County Project No. 20428x

Sponsor: Fort Bend County

Gaines Road from 300' South of Old Richmond/Boss Gaston to S. of Keegans Bayou Bridge

Consultant: Cobb, Fendley & Associates, Inc.

Consultant: Cobb, Fendley & Associates, Inc.			Manhou	ır Estimate									
Task	Principal	Project Manager	Senior Hydrologist Engineer	Project Engineer III	Project Engineer I	Senior Technician III	CAD Operator	RPLS	3-Man Crew	Survey Tech I	Utility Specialist	Clerical	Total Hours
70% Submittal and Other Items	_		1	T	_				1				
Geometric Design of Roadway Transition for Segment 1	0	1	0	0	0	2	2	0	0	0	0	0	5
Revise Background Topographic Survey for Segment 2	0	0	0	0	0	4	4	0	0	0	0	0	8
Assemble Duplicate Sheets		1	1	ı	1	1	1		1	1	1	1	
Cover sheet	0	0	0	0	0	0	I	0	0	0	0	0	I
Index Sheet	0	0	0	0	0	0	1	0	0	0	0	0	
Typical sections	0	0	0	0	0	0	1	0	0	0	0	0	1
Project Layout sheet	0	0	0	0	1	2	2	0	0	0	0	0	5
Plan & profiles sheets	0	0	0	0	8	8	8	0	0	0	0	0	24
Demolition Plan/Removal Sheets	0	0	0	0	0	0	4	0	0	0	0	0	4
Traffic Control Plan	0	2	0	0	4	8	8	0	0	0	0	0	22
Signing & Pavement Marking Plan	0	0	0	0	0	0	4	0	0	0	0	0	4
Storm Water Pollution Prevention Plan	0	0	0	0	0	0	4	0	0	0	0	0	4
Quantities	0	- 1	0	0	4	0	0	0	0	0	0	0	5
Cost Estimates	0	2	0	0	0	0	0	0	0	0	0	0	2
QA/QC	4	4	0	0	0	0	0	0	0	0	0	0	8
Subtotal 70% Submittal	4	10	0	0	17	24	39	0	0	0	0	0	93
Final Design - 95% submittal													
Plan Production	0	4	0	0	8	8	16	0	0	0	0	0	36
Quantities	0	0	0	0	4	4	0	0	0	0	0	0	8
Cost Estimates	0	2	0	0	4	0	0	0	0	0	0	0	6
Prepare project manual (specifications, bid forms)	0	2	0	0	2	0	0	0	0	0	0	2	6
QA/QC	0	4	0	4	0	0	0	0	0	0	0	0	8
Subtotal 95% Design Phase Submittal	0	12	0	4	18	12	16	0	0	0	0	2	64
Bid-Ready 100% - Final Submittal													
Plan Production	0	2	0	0	4	4	12	0	0	0	0	0	22
Quantities	0	0	0	0	4	4	0	0	0	0	0	0	8
Cost Estimates	0	2	0	0	4	0	0	0	0	0	0	0	6
Prepare complete project manual (specs, bid forms)	0	2	0	0	0	0	0	0	0	0	0	2	4
QA/QC	0	4	0	4	0	0	0	0	0	0	0	0	8
Subtotal 100% Bid Ready Plans - Final Submittal	0	10	0	4	12	8	12	0	0	0	0	2	48

Fort Bend County Mobility Program

Fort Bend County Project No. 20428x

Sponsor: Fort Bend County

Gaines Road from 300' South of Old Richmond/Boss Gaston to S. of Keegans Bayou Bridge

Consultant: Cobb, Fendley & Associates, Inc.

Manhour Estimate													
Task	Principal	Project Manager	Senior Hydrologist Engineer	Project Engineer III	Project Engineer I	Senior Technician III	CAD Operator	RPLS	3-Man Crew	Survey Tech I	Utility Specialist	Clerical	Total Hours
Contract/Bidding													
Attend Pre-Bid & Pre-Con Meeting	0	- 1	0	0	0	0	0	0	0	0	0	0	ı
Questions & Addenda	0	4	0	0	4	0	4	0	0	0	0	0	12
Subtotal Contract/Bid	0	5	0	0	4	0	4	0	0	0	0	0	13
TOTAL HOURS FINAL DESIGN & BIDDING	4	37	0	8	51	44	71	0	0	0	0	4	219

Attachment B 713-692-8373

HTS, Inc. Consultants 416 Pickering Street, Houston, TX 77091 www.htshouston.com

Phone: Fax: 713-692-8502 Toll Free: 1-800-692-TEST



Excellence in Engineering, Consulting, Testing and Inspection

March 3, 2025

CobbFendley and Associates 22316 Grand Corner Drive, Suite 100 Katy, Texas 77494

Attn: Mr. Mahmoud Salehi

Re: Proposed Work Scope, Budget, and Schedule

> **Geotechnical Investigation Proposed Detention Basin**

Northeast of the Gaines Road and Old Richmond Road

Fort Bend County, Texas

HTS Proposal No.: 25-00146

Dear Mr. Salehi:

1.0 INTRODUCTION

In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to CobbFendley and Associates to perform a geotechnical investigation pertaining to the proposed detention basin construction in Fort Bend County, Texas.

Based on the information provided, HTS understands that the detention basin will have a maximum depth of about 10½ feet for an approximate area of 7.85-acres. The proposed detention basin will be constructed as per Fort Bend County (FBC) standards.

The remaining portions of this proposal present the proposed work scope, estimated costs, and an estimated schedule to complete the geotechnical investigation.

2.0 **SCOPE OF WORK**

Based upon our understanding of the project requirements, it is proposed that the scope of work for the geotechnical services regarding the construction of proposed detention basin consist of the following:

- Drill and sample a total of 6 geotechnical borings to a depth of 20 feet beneath the surface within the area of the proposed detention basin.
- Obtain both disturbed and relatively undisturbed soil samples continuously to a depth of 20 feet.

- Measure the depth to groundwater during drilling and after the completion of drilling.
- Backfill the boreholes with soil cuttings after the completion of drilling.
- Perform laboratory soil tests on samples obtained during the drilling of the borings in order to determine the engineering properties of the soil.
- Characterize the site subsoil and groundwater conditions and provide the results on the boring logs (using "gINT" LogWriter software).
- Perform engineering analyses in order to develop data, parameters, and recommendations that may be used for the design and construction of the proposed detention basin. Engineering analyses will include the following items:
 - slope stability analyses to provide safe side slopes for the proposed detention basin,
 - OSHA requirements for trenches and bracing,
 - groundwater control and dewatering requirements during construction,
 - erosion control requirements, and
 - suitability concerning the use of excavated soils.
- Submit a pdf file of a report which presents the results of the geotechnical investigation.

Note: Hard copies of the report will be provided upon request at an additional cost of \$30.00 per report.

3.0 ESTIMATED COST AND SCHEDULE

HTS' estimated cost to complete the scope of work as defined in Section 2.0 above is \$15,654.00 for the proposed detention basin. The estimated cost is itemized in the attached Cost Estimate.

If clearing is required to gain access to the drilling locations, an additional charge of \$2,000.00 per day will be required. Clearing would be limited to shrubs and small trees (less than 4-inches in diameter) for drill rig access only. Pre-authorization by the client will be done before doing any clearing.

We estimate that about 5 to 6 weeks after receipt of the notice to proceed will be required to complete the geotechnical investigation and submit the report if no delays are encountered with respect to weather conditions. Once the boring locations are staked, Texas One-Call (Texas 811) will be notified for utilities clearance prior to our drilling activities, typically 48 hours after applying for utilities clearance verification. Interim data, engineering analyses, and recommendations will be provided as necessary for the client's use in the design of the proposed detention basin.



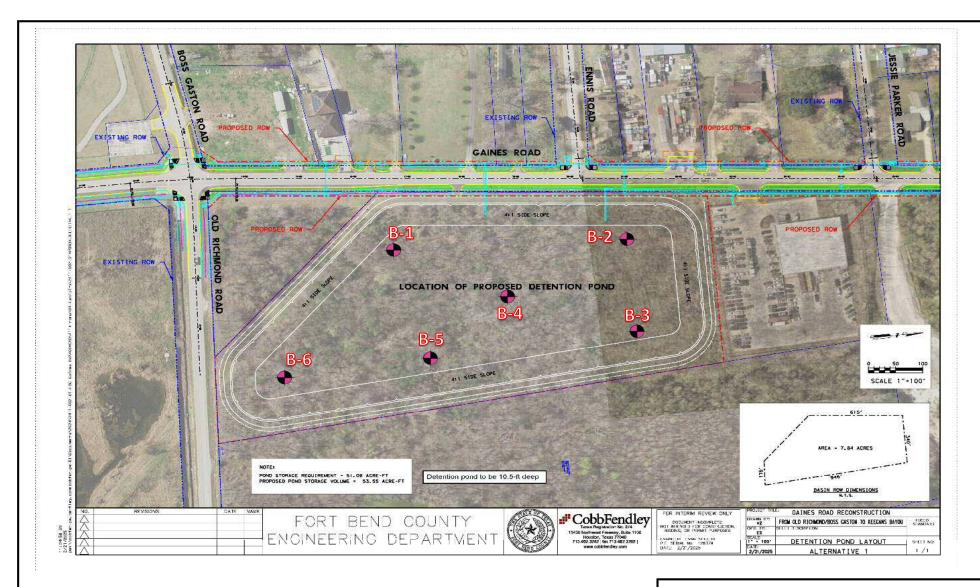
4.0 CLOSING REMARKS

We appreciate the opportunity to offer our services to your project. Should you desire that we revise any portion of this proposal, we will be pleased to meet with you to discuss the revisions. We look forward to being of service to you.



PROJECT:								PROPOSAL NO. :				
	CONSULTANTS	Propsoed 1	Deten	tion Basin						25	5-00146	5
	Pickering Street	CALC. BY:		DATE:	CHECKED I		DATI				PAGE NO.:	
Houston, Texas		IH.		3/3/2025		JH		3/3	3/2025	1	of	1
COST ESTIMATE												
A)	Field Activi	ties:				Qua	antity	U	nit Price	Esti	mated Co	<u>st</u>
	- Mobilizati	ion/demobilizat	ion of c	lrill rig		Lumj	p Sum	\$	750.00	\$	750.00)
	- Drill/samp	ole 6 borings @	20' deε	: p		120	feet	\$	21.00	\$	2,520.00)
	- Layout box	rings in the fiel	d by tec	chnician		4	hours	\$	50.00	\$	200.00)
									Subt	total: \$	3,470.00	<u>)</u>
B)	Laboratory	Testing:										
ĺ	- Atterberg	limits (ASTM I	D-4138))		18	each	\$	62.00	\$	1,116.00)
	- Water con	tent (ASTM D-	-2216)			20	each	\$	10.00	\$	200.00)
	- Unconfine	ed compression	test (A	STM D-2166)		14	each	\$	50.00	\$	700.00)
	- Triaxial C	U compression	test (A	STM D-4767)		2	each	\$	1,500.00	\$	3,000.00)
	- Pinhole di	ispersion test (A	STM [) -4647)		2	each	\$	286.00	\$	572.00)
	- Crumb tes	st (ASTM D-65	72)			2	each	\$	43.00	\$	86.00)
	- Particle siz	ze analysis with	ı hydror	meter (ASTM D-7928)		2	each	\$	128.00	\$	256.00)
	- % passing	No. 200 sieve	(ASTM	(D-1140)		16	each	\$	55.00	\$	880.00)
									Subt	total: \$	6,810.00	<u>)</u>
C)	Engineering	g, Supervision	ı, Ana	lysis, and Draft/Final F	Report Prep	 parati	ion:					
	- Senior eng	. · ·		•		2	hours	\$	183.00	\$	366.00)
	- Project en	gineer, P.E.				32	hours	\$	149.00	\$	4,768.00)
	- Engineerin	ng assistant				4	hours	\$	60.00	\$	240.00)
	-								Subt	total: \$	5,374.00	<u>)</u>
				TOTAL FOR DET	ΓΕΝΤΙΟΝ	BAS	IN =		<u>:</u>	\$ 15,	654.00	-







LEGEND



Proposed Boreholes

Proposed Detention Basin

Northeast of the Gaines Road and Old Richmond Road Fort Bend County, Texas HTS Proposal No.: 25-00146

Proposed Boring Locations