

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 May 5, 2015, (hereinafter "Agreement"), as amended by document dated January 26, 2016, (hereinafter "Amendment") pursuant to SOQ 14-025; and

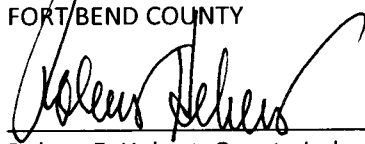
WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation to complete the additional services.

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

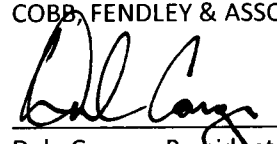
1. County shall pay Contractor an additional fifteen thousand four hundred twenty dollars and no/100 (\$15,420.00) for the relocation design of the existing water facilities under the Agreement as described in the proposal dated October 13, 2016 attached as Exhibit "A" hereto and incorporated herein 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-two thousand four hundred ninety dollars and no/100 (\$562,490.00), authorized as follows:
 \$518,474.00 under the Agreement;
 \$28,596.00 under the Amendment; and
 \$15,420.00 under this Second Amendment.
3. The Time of Performance under the Agreement is hereby extended an additional twenty-four (24) months from the original date of termination.
4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without further amendment executed by the parties.

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

FORT BEND COUNTY


Robert E. Hebert, County Judge

COBB, FENDLEY & ASSOCIATES, INC.


Dale Conger, President

1-24-2017

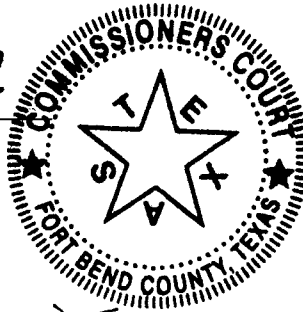
Date

Jan. 6, 2017

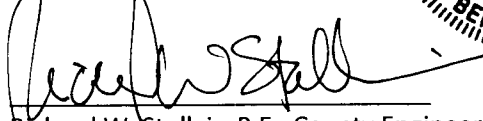
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:

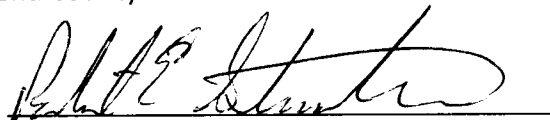

Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$562,490.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

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EXHIBIT A

October 13, 2016

Mr. Mark Dessens, P.E.
Schaumburg & Polk, Inc.
11767 Katy Freeway, Ste. 900
Houston, TX 77079

Re: FBCMUD 130 Utility Relocation Design Proposal
In Conjunction with Gaston Road Reconstruction
Fort Bend County Mobility Bond Project #13311
CobbFendley Project No. 1511-011-01-02

Dear Mr. Dessens:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal to Fort Bend County in connection with relocation design of the existing water facilities owned and operated by Fort Bend County municipal utility district number 130 (FBCMUD 130). The design and specifications will be prepared in accordance with latest edition of the Fort Bend County's design requirements. The project limits are from Katy-Flewellen intersection at an approximate station 11+40 to Meadow Lane at approximate station 45+50.

Scope of Services

The proposed scope is comprised of final design services. The professional engineering services will include relocation design development of the existing 8-inch and 12-inch water facilities owned and operated by FBCMUD 130 from their current horizontal location to available areas outside of the proposed Gaston Road pavement along the Gaston Road east ROW lines. The proposed water relocation design and construction documents will also be incorporated into the Gaston Road improvements construction plans, Specifications, and Estimate (PS&E) package.

We will perform the Following scope of services as Supplemental Basic Services in addition to CobbFendley's current: "Agreement for Professional Engineering Services for "Gaston Road from Katy-Flewellen Road to Greenbusch Road", Fort Bend County Mobility Bond Project #13311, executed in May 11, 2015 (Contract). The supplemental scope of services are outlined below:

A. Final Design Services

1. Develop plans, specifications, and construction cost for the relocation design of the existing water facilities owned and operated by FBCMUD 130 at 95% and 100% design submittals.
2. Address and incorporate the review comments from Fort Bend County, FBCMUD 130 and any other regulatory entities with jurisdiction as necessary and incorporate them into the subsequent design submittal milestones.
3. The limits of relocation design for the existing water infrastructure will be within the FBCMUD 130 boundaries and include the following:
 - a. Project management, data collection, progress meetings, and correspondence
 - b. 660 linear foot of the existing 8-inch diameter water main with service connections from Gaston Road station 11+40 to station 33+00, including wet connections, removal or abandonment of the existing water main, and relocation of existing fire hydrants and branches
 - c. 580 linear foot of the existing 12-inch well collection water main from Gaston Road station 24+30 to station 45+50, including wet connections and removal or abandonment of the existing water main
 - d. Traffic Control Plan to include the construction of proposed water lines
 - e. Prepare Specifications for the proposed water infrastructure
 - f. Perform quantity take-off, Prepare the construction cost estimate, and specifications

Basis of Compensation

A. Final Design Services (CobbFendley) \$15,420.00

TOTAL FEE REQUESTED FOR COMPLETION OF PROJECT \$15,420.00

Additional Services (to be provided upon Client authorization)

CobbFendley will perform additional services if required based on an hourly basis mutually agreed upon by Fort Bend County and CobbFendley by written authorization.

EXCLUSIONS FROM THE SCOPE OF SERVICES

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

1. Fees for Fort Bend County and TCEQ review applications and project advertising.
2. Conducting topographical, right-of-way surveying & mapping, preparation of parcel sketches and meets and bounds for parcel acquisition(s).
3. Obtaining title reports, abstracting the property or obtaining ad joiner deeds.
4. Performing environmental testing or environmental assessment of any kind.
5. Develop LOMR/CLOMR or Coordination with FEMA.
6. Any other services not specifically included within the description of the Basic and Additional Services as described above.

SPECIAL PROVISIONS

Cobb Fendley will perform only such Additional Services, as are specifically agreed to in writing by Client and Cobb Fendley. Charges for additional services will be in accordance with the attached rate schedule. A copy of the *General Terms and Conditions of the Authorization for Professional Services* is attached and constitutes a part of this agreement.

SCHEDULE OF SERVICES

Cobb Fendley will begin work on this project immediately upon receipt of Client's signature on this Authorization. Cobb Fendley will use reasonable efforts to complete the proposed design work within 30 days of its receipt of written authorization to commence services.

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 engineering services to your firm is appreciated and we look forward to serving you on this project.

We appreciate the opportunity to submit this proposal and look forward to working with Fort Bend County throughout the remainder of this project. If you have any questions or require any additional information, I can be reached at 713-462-3242.

This proposal accepted by:

Mr. Mark Dessens, P.E.
October 13, 2016
Page 4 of 4



COBBFENDLEY

A handwritten signature in cursive script that reads "Mahmoud Salehi".

Mahmoud Salehi, P.E.
Principal

**FORT BEND COUNTY
ENGINEERING DEPARTMENT**

Signature

Print Name

Title

Date of Authorization

Attachments

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Cobb, Fendley & Associates, Inc.
Houston, TX United States

Certificate Number:
2017-151983

Date Filed:
01/09/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

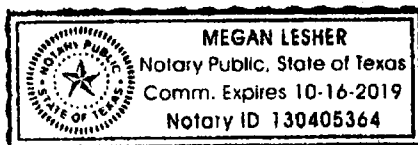
Project No. 13311/ SOQ 14-025
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bostwick, John	Houston, TX United States	X	
	Funk, Stephanie	Houston, TX United States	X	
	Silver, Monica	Houston, TX United States	X	
	Conger, Dale	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Elizabeth Buenteillo, this the 9th day of January, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Megan Lesher

Printed name of officer administering oath

Notary

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Fort Bend County

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Project No. 13311/ SOQ 14-025
Engineering Services

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	Silver, Monica	Houston, TX United States	X	
	Conger, Dale	Houston, TX United States	X	

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6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath