

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 February 24, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by document executed on December 1, 2015, (hereinafter "Amendment"); and

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

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

1. The County and the Contractor hereby agree that the terms and conditions of the Agreement, and the Amendment have remained in effect, and the Time of Performance thereunder shall be extended to end no later than February 16, 2026.
2. The Maximum Compensation payable to Contractor for Services rendered shall remain an amount not to exceed eight hundred fifty-nine thousand seven hundred eighty-nine dollars and 87/100 (\$859,789.87), authorized as follows:
 - \$853,908.00 under the Agreement;
 - \$5,881.87 under this Amendment; and
 - \$0.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an amendment executed by the County and the Contractor.

4. Certain State Law Requirements for Contracts

- A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

5. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

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

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FORT BEND COUNTY

KP George

County Judge KP George

KP George, County Judge

COBB, FENDLEY & ASSOCIATES

Floyd D. Scurry

Digitally signed by Floyd D. Scurry
DN: cn=US,
c=Cobb Fendley & Associates, Inc., cn=Floyd
D. Scurry
Date: 2021.03.05 14:48:52-0600'

Authorized Agent – Signature

3-23-2021

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

Floyd D. Scurry, PE

Authorized Agent – Printed Name

Executive Vice President

Title

March 5, 2021

Date

APPROVED:

J. Stacy Slawinski

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 859,789.87 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturken

Second Amendment to Agreement for Professional Engineering Services

2013 Mobility Bond Project No. 13106

Robert Edward Sturdivant, County Auditor

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EXHIBIT A



February 3, 2021

Mr. Stacy Slawinsky, P.E.
Fort Bend County Engineer
C/O Kevin Mineo, P.E.
Binkley & Barfield Inc.
1710 Seamist Drive
Houston, Texas 77008

Re: 10th Street/FM 762 Extension from 90A/Jackson to Clay Street
FBC 2013 Mobility Bond Program Project No. 13106

Subject: Contract time extension to re-start the project

Dear Mr. Slawinsky:

CobbFendley is requesting time extension to the original contract to restart the project and perform professional engineering and surveying services in connection with the FM 762/10th Street, Fort Bend County Mobility Bond Program Project No. 13106, in the City of Richmond which is also a stakeholder.

It is CobbFendley's understanding that the Fort Bend County and the City of Richmond have recently entered into an interlocal agreement (ILA) and plan to restart the project. The project initial task will encompass development of an updated preliminary engineering report (PER) to include revised alignment alternative(s), proposed right-of-way (ROW) envelope with required number of parcels, and associated construction costs based on the engineering recommendations and consensus by the stakeholders.

The original professional engineering services agreement, the contract, for this project issued by Fort Bend County in March 24, 2015 which has since expired in February 24, 2018, see attached P.O. Number 124094. CobbFendley recommends the original contract time be extended to February 16, 2026 for a total of 60 months. It is projected that 36 months will be required for preparation of the project's preliminary engineering, final design, procurement and, construction phase services. An additional 24 months is anticipated to acquire and secure 40± ROW parcels required to construct the project.

Obtaining timely contract extension would allow CobbFendley to expedite delivery of the PER and accelerate project schedule towards early identification and resolution of critical path items such as ROW parcel acquisition and preparation of the UPRR Exhibit "A" required for coordination and approval of the future at-grade track(s) crossing.

Additionally, there are sufficient funds remaining and available in the original contract; therefore, CobbFendley is respectfully requesting an authorization for compensations to perform basic and additional professional services necessary for completion of an updated PER.

Upon receipt of the written notice to proceed we will commence work. Please call at your earliest convenience should you have any questions, or require additional information,

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Mahmoud Salehi".

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

13430 Northwest Frwy., Suite 1100 | Houston, Texas 77040-6131 | Voice (713) 462-3242 | Fax (713) 462-3262 | www.cobfen.com

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**

Certificate Number:
2021-723966

Date Filed:
03/05/2021

Date Acknowledged:
03/23/2021

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

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.
SOQ 14-025 - Second Amendment
Civil Engineering Services - FM 762 Extension/10th Street

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Silver, Monica	Houston, TX United States	X	
	Bostwick, J. Cal	Frisco, TX United States	X	
	Warth, Dan	Austin, TX United States	X	
	Scurry, Floyd	Houston, TX United States	X	
	Ram, Vineeta	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)