

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 S&B Infrastructure, Ltd., (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 December 1, 2015 pursuant to SOQ 14-025, (hereinafter “Agreement”), as amended by documents executed on August 9, 2016 (hereinafter “Amendment”), and on September 25, 2018 (hereinafter “Second Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services under the Agreement.

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

1. County shall pay Contractor an additional amount not to exceed ninety-one thousand three hundred fifty-five dollars and 95/100 (\$91,355.95) to perform the additional Services, as described in Contractor’s proposal dated June 15, 2022, as revised on July 19, 2022, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed seven hundred forty-eight thousand five hundred fifty-three dollars and 55/100 (\$748,553.55), authorized as follows:
  - \$349,275.00 under the Agreement;
  - \$32,078.60 under the Amendment;
  - \$275,844.00 under the Second Amendment; and
  - \$91,355.95 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 an agreement executed by the parties.

4. The parties agree the terms and conditions have remained in effect to date and the Time of Performance under the Agreement shall hereby be extended to end no later than December 31, 2026.
5. 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.

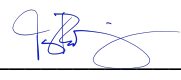
Except as provided herein, all terms and conditions of the Agreement and any subsequently executed amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

  
County Judge KP George  
 KP George, County Judge

S&B INFRASTRUCTURE, LTD <sup>BS</sup>

  
 Authorized Agent – Signature

September 13, 2022  
 Date

James G. Rodriguez  
 Authorized Agent – Printed Name

ATTEST:




Vice President of Public Works  
 Title

  
 Laura Richard, County Clerk


August 30, 2022  
 Date

APPROVED:

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 748,553.55 to accomplish and pay the obligation of Fort Bend County under this contract.

  
 Robert Ed Sturdivant, County Auditor

# EXHIBIT A



**S&B INFRASTRUCTURE**  
713.845.5401  
15150 Memorial Drive  
Houston, TX 77079  
[sbinfra.com](http://sbinfra.com)

June 15, 2022  
(Revised on July 19, 2022)

LJA Engineering, Inc.  
Robert T. McBride, PE, Senior Project Manager  
2929 Briarpark Drive  
Houston, Texas 77042-3703

**RE:** Reading Road, Fort Bend County, Mobility Bond Project No. 13117x, Precinct 2, FM762 to Royal Crest Lane, Supplemental Proposed Scope, and Budget Change

S&B Infrastructure, Ltd. (S&B) is pleased to submit this proposal for revisions to the scope and budget for the above contract with Fort Bend County (FBC). The final signed and sealed Plans Specifications and Cost Estimate (PS&E) package was submitted by S&B in August 2020. The project construction was then delayed, while Fort Bend County finalized the negotiations to acquire the Right of Way (ROW) required to execute the project.

### Scope of Work

Due to an almost two-year extended period between the PS&E and the expected initiation of the Construction Phase, it is essential that the Standards and Cost Estimates are updated, and a full and detailed QA/QC process is run to verify consistency between plans, specifications, and estimate. Likewise, it is also crucial to re-stake the proposed centerline and both sides of the proposed ROW at any PC, PT, and PI, and at 100-foot intervals, for approximately 7,730 linear feet of the proposed Reading Road. This staking will be performed twice, once during the pre-construction stage and again during the utility phase(s).

### Schedule

Upon receipt of the Work Authorization (WA) or Notice to Proceed (NTP) S&B will need 60 calendar days.

- 30 calendar days to submit a new PS&E set with the updated information, and
- 30 calendar days to re-stake the center line and ROW

### Proposed Supplemental Cost

S&B has tabulated the cost to execute the scope of the supplemental engineering services at a lump sum fee of \$91,355.95. Please refer to the attached Level of Effort (LOE) and the Proposal presented by our sub-consultant MBCO Engineering and Survey Inc. for detailed information.

If you have any questions, please do not hesitate to contact me.

With best regards,

**GUILLERMO A. BENAVIDES, PE, ENV SP**  
SENIOR PROJECT MANAGER  
☎ 713.845.4304  
✉ 832.588.7392



**FORT BEND COUNTY  
READING ROAD EXPANSION  
(PROJECT NO. 13117X)**

S&B INFRASTRUTURE, LTD.			Program Manager	Senior Project Manager	Senior/Supervising Engineer	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	CADD Technician	Administrative Assistant	Sub-total Man-hours	Subtotal (cost \$)
Date: July 19, 2022													
Task No.	Description	DIRECT LABOR COST	\$126.00	\$94.50	\$67.75	\$73.50	\$45.25	\$48.30	\$50.40	\$25.00	\$21.00		
		HOURLY RATE INCLUDING MULTIPLIER ( 3X )	\$378.00	\$284.00	\$203.00	\$221.00	\$136.00	\$145.00	\$151.00	\$75.00	\$63.00		
<b>1. Design Management</b>													
1.1	Fort Bend County (Meetings and Minutes, Correspondence)		0	0	0	3	4	0	0	0	0	7	\$1,207.00
1.2	Invoicing- Documents Administration		0	0	0	1	0	0	0	0	4	5	\$473.00
1.3	Project Management and Oversight		0	1	0	4	0	0	0	0	0	5	\$1,168.00
<b>Subtotal Hours</b>			0	1	0	8	4	0	0	0	4	17	
<b>Subtotal Fee</b>			\$0.00	\$284.00	\$0.00	\$1,768.00	\$544.00	\$0.00	\$0.00	\$0.00	\$252.00		\$2,848.00
<b>2. General Drawings</b>													
		<b>Est. # dwgs</b>											
2.1	Title Sheet, Index, General Notes, Legend & Abbreviations	1 Sheet	0	0	0	1	2	0	2	3	0	8	\$1,020.00
<b>Subtotal Hours</b>			0	0	0	1	2	0	2	3	0	8	
<b>Subtotal Fee</b>			\$0.00	\$0.00	\$0.00	\$221.00	\$272.00	\$0.00	\$302.00	\$225.00	\$0.00		\$1,020.00
<b>3. Standards and Specifications</b>													
		<b>Est. # dwgs</b>											
3.1	Standard Specifications and Supplements	22 Sheets	0	0	0	4	4	0	10	20		38	\$4,438.00
<b>Subtotal Hours</b>			0	0	0	4	4	0	10	20	0	38	
<b>Subtotal Fee</b>			\$0.00	\$0.00	\$0.00	\$884.00	\$544.00	\$0.00	\$1,510.00	\$1,500.00	\$0.00		\$4,438.00
<b>4. Estimate</b>													
4.1	Update Cost Estimate		0	0	0	2	20	30	0	0		52	\$7,512.00
<b>Subtotal Hours</b>			0	0	0	2	20	30	0	0	0	52	
<b>Subtotal Fee</b>			\$0.00	\$0.00	\$0.00	\$442.00	\$2,720.00	\$4,350.00	\$0.00	\$0.00	\$0.00		\$7,512.00
<b>5. Plan Set Review</b>													
		<b>Est. # dwgs</b>											
5.1	QA/QC	128 Sheets	0	0	0	10	80	40	20	40	0	190	\$24,910.00
<b>Subtotal Hours</b>			0	0	0	10	80	40	20	40	0	190	
<b>Subtotal Fee</b>			\$0.00	\$0.00	\$0.00	\$2,210.00	\$10,880.00	\$5,800.00	\$3,020.00	\$3,000.00	\$0.00		\$24,910.00
<b>6. Reimbursable Expenses</b>													
6.1	Travel												\$1,000.00
6.2	Postage / Courier												\$250.00
6.3	Printing / Copying												\$250.00
<b>Subtotal Hours</b>			0	0	0	0	0	0	0	0	0	0	
<b>Subtotal Fee</b>			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,500.00
<b>TOTALS</b>													
<b>TOTAL HOURS</b>			0	1	0	25	110	70	32	63	4	305	
<b>TOTAL FEES</b>			\$0.00	\$284.00	\$0.00	\$5,525.00	\$14,960.00	\$10,150.00	\$4,832.00	\$4,725.00	\$252.00		\$40,728.00
											<b>Labor</b>	\$	40,728.00
											<b>Expenses (Mileage, Reproductions, Deliveries)</b>	\$	1,500.00
											<b>TOTAL ENGINEERING COST-BASIC SERVICES</b>	\$	42,228.00
<b>7. Additional Services</b>													
7.1	Land Surveying Services-MBCO (Lumpsum)												\$47,675.00
7.2	Revise Parcel Maps - Metes & Bounds - MBCO (Lumpsum)												\$1,452.95
											<b>Total Additional Services</b>		\$49,127.95
											<b>TOTAL ENGINEERING COST</b>	\$	91,355.95



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## PROPOSAL FOR LAND SURVEYING SERVICES

April 27, 2022

S&B Infrastructure  
15150 Memorial Drive  
Houston, Texas 77079

Attn: Guillermo A. Benavides, PE, ENV SP  
Senior Project Manager

Ref: Request for Proposal for Construction Staking Services

Dear Mr. Benavides:

MBCO Engineering, LLC. (MBCO) is pleased to submit this proposal for professional surveying services for the scope provided by S&B Infrastructure (S&B) as outlined in your email of April 4, 2022 and shown in Exhibit "A" below.

### **SCOPE OF CONSTRUCTION SURVEYING SERVICES:**

- MBCO will recover and verify existing control established in October 2018.
- MBCO will stake with lath and flagging, the centerline and both sides of the proposed right-of-way (ROW) at any PC, PT, or PI, and at 100-foot intervals for approximately 7,730 linear feet of the proposed Reading Road.
- Per the scope outlined in above email, this staking will be performed twice (pre-construction & utility phases).

### **ASSUMPTIONS and EXCLUSIONS:**

- The area covered by this proposal are outlined in Exhibit "A" below.
- The right-of-way will be cleared for the second phase of restaking. If it is not cleared, fees additional line-cutting charges will be required at our standard two-man survey crew rate.
- MBCO will not set any new horizontal or vertical control based on this proposal.
- All control is recoverable and in good condition. (Additional charges at standard crew and office rates will result if previously established control is destroyed or not recoverable.)
- MBCO will use drawings and proposed right-of-way and alignment files prepared by MBCO, issued in June 2019. Any changes to the proposed right-of-way must be provided prior to field staking operations.
- The site will be clear and free of construction equipment and debris to allow the field crews unobstructed access to the areas to be staked.

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If any of the above said Assumptions are not provided and/or adhered to, MBCO will initialize a change order to compensate for the additional time spent at a rate of \$175/hour for a Two-Man Survey Crew and \$130/hour for Survey Tech. Additionally, this rate applies to all future mobilizations with a minimum of 5 hours field crew time and a minimum of 4 hours of office technician time.

**DELIVERABLES:**

- Survey Stake-out report.
- MBCO will provide a .csv point file in PNEZD format.

**SCHEDULE:**

MBCO is requesting 30 calendar days to complete the above said work once the Notice to Proceed has been given.

**COMPENSATION:**

Staking Round 1 (with line cutting):	\$32,075.00
<u>Staking Round 2 (with no line cutting):</u>	<u>\$15,600.00</u>
<b>Total Fee:</b>	<b>\$47,675.00</b>

The above-described surveying services is a **lump sum fee**, which will be billed at project completion or percent completion at the end of every month for the duration of the project to be paid in full within 30 days of invoice date.

This cost proposal is valid for thirty (30) days and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule.

If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at [Marion.Clark@mbcoengineering.com](mailto:Marion.Clark@mbcoengineering.com)

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

A handwritten signature in blue ink that reads 'Marion R. Clark'.

Marion Clark, RPLS  
Vice President, Survey

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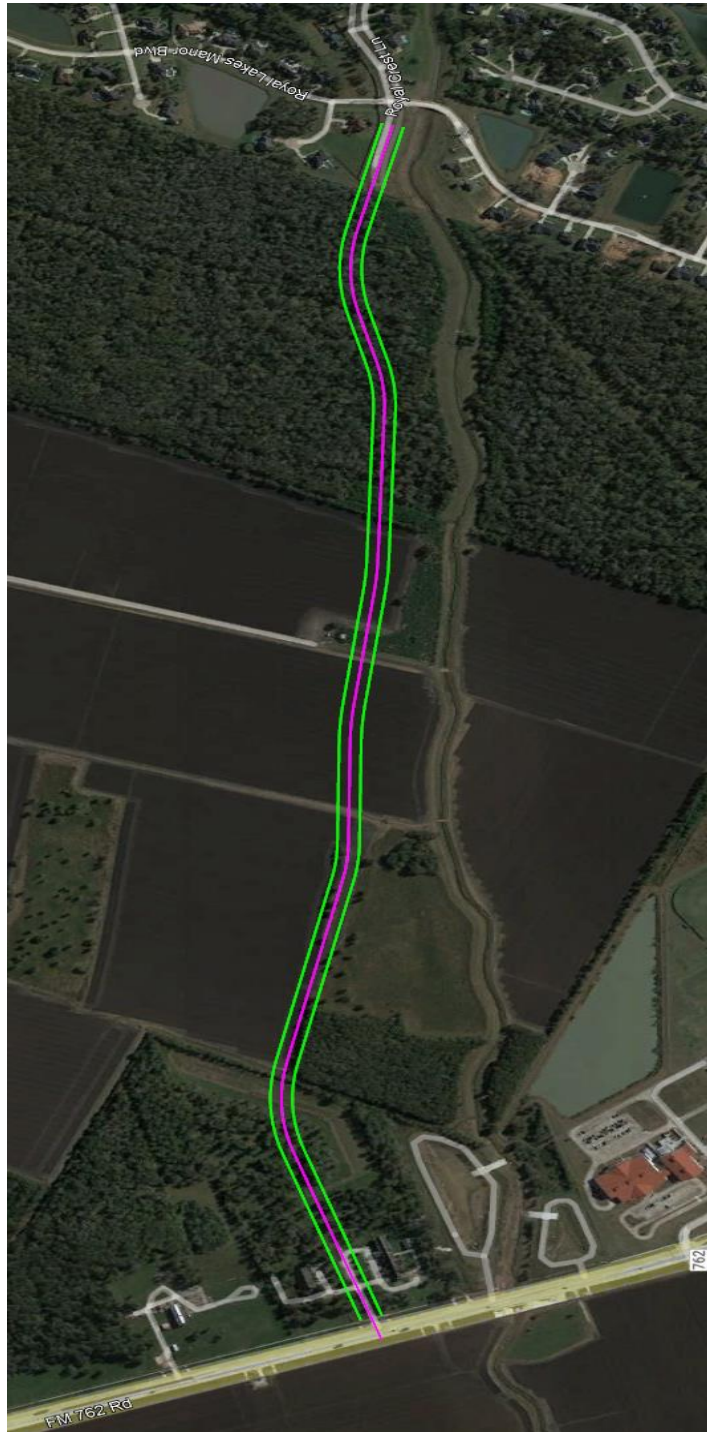


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**Staking Exhibit "A"**

Proposed right-of-way in Green.  
Centerline right-of-way in Magenta.

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**GENERAL TERMS AND CONDITIONS**

1. **Access To Site** - Unless otherwise stated, MBCO will have access to the site for activities necessary for the performance of the services. MBCO will take all commercially reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

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2. **Ownership Of Documents** - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, whether produced by MBCO (collectively, the "MBCO IP") shall remain the property of MBCO, except documents which are to be filed with public agencies. MBCO grants to Client a non-exclusive license to use the MBCO IP solely for the business relationship between MBCO and Client. Client further acknowledges that Client's right to utilize the MBCO IP pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

3. **Copyright** - The parties agree that all protections of the United States and Texas copyright laws shall be applicable to the MBCO IP to the benefit of MBCO, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.

4. **Invoices** - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice (the "Due Date") at MBCO's office in Houston, Harris County, Texas. Any sums not paid by the Due Date shall bear interest at the highest rate allowed by law (measured on a per diem basis) until paid in full. In the event Client pays by check and such check is returned for non-sufficient funds, Client shall be liable for all costs and expenses related therefrom incurred by MBCO. In addition to the foregoing, in the event MBCO engages legal counsel to collect any sums due and owing by Client, Client shall be liable for all reasonable attorney's fees and all other costs and expenses incurred by MBCO in relation to such collection efforts

5. **Default** - Should Client (i) fail to perform, observe or keep any of its obligations under this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO; (ii) fail to pay when due the full amount of any sums owed to MBCO; (iii) become insolvent, have a petition in bankruptcy filed by or against it prior to full payment to MBCO or (iv) violate any of the terms of this Agreement, any agreed upon proposal(s) or any other document or instrument entered into by and between the Client and MBCO, MBCO may at its option do any one or more of the following: (i) terminate this Agreement and retain all sums paid to MBCO, not as a penalty, but as the agreed upon liquidated damages for such default; (ii) declare all unpaid amounts owed immediately due and payable without further notice or demand and will thereafter bear interest at the highest rate allowed by law (measured on a per diem basis) until paid; and/or (iii) pursue any other remedies available at law or equity. Client hereby expressly agrees that Client shall be responsible for all costs incurred or sums advanced (including, without limitation, reasonable attorney's fees and associated costs) in relation to any remedy utilized.

6. **Client's obligation to pay** - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received by the Due Date shall be construed as past due. To cover the costs of collection, all past-due amounts will bear interest at one and one half percent (1.5%) or the highest rate allowed by law (measured on a per diem basis) or until paid in full. The Client shall pay any attorney's fees or court costs incurred in collecting any past-due amount. In the event that Client fails to pay MBCO within thirty (30) days after invoices are rendered, then Client agrees that MBCO shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.

7. **Termination Of Services** - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. MBCO shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.

8. **Dispute Resolution** - Claims or disputes in connection with the services provided under this agreement between Client and MBCO shall be submitted to non-binding mediation. Client and MBCO agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

9. **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of Texas.

10. **Indemnification** - EACH PARTY (THE "INDEMNIFYING PARTY") HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, WHICH SHALL INCLUDE, WITHOUT LIMITATION, SUCH PARTY'S OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS AND AFFILIATES (THE "INDEMNIFIED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COSTS, EXPENSES, AND/OR DAMAGES TO PERSON OR PROPERTY ASSERTED AGAINST, IMPOSED UPON OR INCURRED BY THE INDEMNIFIED PARTY TO THE EXTENT ARISING FROM, IN CONNECTION WITH OR ON ACCOUNT OF ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY IN RELATION TO THE PERFORMANCE OR

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LACK OF PERFORMANCE OF THE INDEMNIFYING PARTY OR ANY PARTY UNDER THE INDEMNIFYING PARTY'S REASONABLE CONTROL. THE INDEMNIFYING PARTY FURTHER AGREES TO PAY THE INDEMNIFIED PARTY'S COURT COSTS, REASONABLE ATTORNEYS' FEES INCURRED AND ALL OTHER ASSOCIATED COSTS ARISING FROM ANY SUCH CLAIMS, INCLUDING, BUT NOT LIMITED TO, ALL COSTS INCURRED IN ESTABLISHING THE APPLICABILITY OF THIS PARAGRAPH. THIS INDEMNITY SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DEMAND, ACTION, LIABILITY, COST, EXPENSE, OR DAMAGE IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT.

11. **Limitation Of Liability** - Client acknowledges and agrees that under no circumstances shall MBCO be liable in any manner for delay or deficiency in any performance on any matter caused in whole or in part by acts or omissions of third parties, delays, failures to perform, or any delays due to fire, flood, water, the elements, labor disputes, shortages of labor or materials, explosions, civil disturbances, governmental actions, unavailability of transportation, or any other cause beyond MBCO's reasonable control. BECAUSE IT IS EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ANY FAILURE ON THE PART OF MBCO TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER AND BECAUSE CLIENT DOES NOT DESIRE THE AGREEMENT OR THESE TERMS AND CONDITIONS TO PROVIDE FOR FULL LIABILITY OF MBCO, CLIENT AGREES THAT MBCO SHALL BE EXEMPT FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE AND/OR INJURY DUE TO A FAILURE OF THE WORK AND/OR MATERIALS IN ANY RESPECT THAT IS NOT WITHIN THE REASONABLE CONTROL OF MBCO. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT MBCO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE WORK, THE MATERIALS OR ANY MATTER RELATED THERETO. IN ANY EVENT MBCO IS FOUND LIABLE FOR LOSS, DAMAGE, AND/OR INJURY DUE TO A FAILURE OF THE SERVICES IN ANY RESPECT, MBCO'S LIABILITY SHALL BE NO GREATER THAN A SUM EQUAL TO THE AMOUNT PAID BY CLIENT TO MBCO, AS THE AGREED UPON DAMAGES, NOT AS A PENALTY, BUT AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF WHETHER SUCH DAMAGE, INJURY AND/OR LOSS WAS DUE DIRECTLY OR INDIRECTLY FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MBCO OR ANY PARTY UNDER ITS REASONABLE CONTROL OR ARISING OUT OF STRICT LIABILITY IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT THE INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR MBCO TO ENTER INTO THE AGREEMENT.

12. **No Warranties** - AS TO THE SERVICES PROVIDED, MBCO SHALL USE ALL COMMERCIALY REASONABLE EFFORTS TO ENSURE THE SERVICES ARE SUBSTANTIALLY CORRECT. HOWEVER, MBCO MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF QUALITY AND/OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. MBCO DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CLIENT MAY NOT RELY ON ANY STATEMENT OF WARRANTY. CLIENT HEREBY EXPRESSLY ACKNOWLEDGES THAT CLIENT IS NOT RELYING ON THE STATEMENTS, REPRESENTATIONS OR ACTIONS OF ANY EMPLOYEE, REPRESENTATIVE, AGENT OR CONTRACTOR OF MBCO IN ANY WAY. THIS SECTION SHALL SURVIVE THE COMPLETION, EXPIRATION OR TERMINATION OF THIS AGREEMENT.

13. **Authority** - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of (Company Name), or as Company's duly authorized agent, trustee, or receiver for the purpose of entering into this Agreement.

14. **Professional Services** - All surveying services are regulated under the Texas Board of Professional Engineers and Land Surveyors. The Board can be contacted at 1917 S. Interstate 35, Austin, Texas 78741.

15. **Use of Work Product** - MBCO acknowledges that Client is requesting services to be performed under the applicable agreed upon proposal(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by MBCO may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. MBCO agrees to provide copies of the work product mutually agreed upon by both parties described in the proposal hereof.

16. **No Accord and Satisfaction** - The parties hereto expressly agree that no payment made by Client or on behalf of Client of a lesser amount than the required amount shall be deemed an accord and satisfaction, regardless of any statement on any check or accompanying letter to the contrary, and MBCO is hereby authorized to accept such payment(s) without prejudice to its rights to recover any balance due

17. **Entire Agreement; Amendments and Waivers; Successors and Assigns** - The Agreement (and the proposal to which this is attached) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. The failure of either Party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such Party to enforce the same. Waiver by either Party hereto of any breach or default by any other Party of any term or provision of this Agreement shall not operate as a waiver of any other breach or default. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors,

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and assigns of the parties. Notwithstanding the foregoing, the Client may not assign any part of this Agreement without the express written consent of MBCO.

18. **Severability; Survival** - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision (or any section of any provision) of this Agreement is held to be prohibited by or invalid under applicable law, such provision (or any section of any provision) shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The parties expressly agree that the indemnities, covenants and agreements contained in this Agreement shall survive the completion, expiration or termination of this Agreement.

19. **Contract Negotiation** - Client shall bear all MBCO's costs and expenses (including legal costs) in the event Client wishes to negotiate any proposal(s), this Agreement or any other document or instrument entered into by and between the Client and MBCO, or any part thereof.

20. **Conflicting Terms** - In the event of any conflict between the terms and conditions set forth in this Agreement and any other terms and conditions set forth in any proposal(s) or any other document or instrument entered into by and between the Client and MBCO, the terms and conditions set forth in this Agreement shall control for all intent and purposes.

MBCO Engineering, LLC (MBCO)

S&B Infrastructure

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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# MBCO Engineering, LLC

1505 Highway 6 South, Suite 180  
Houston, TX 77077, United States  
Tel: 281-760-1656

## INVOICE

INVOICE DATE: 7/13/2022  
INVOICE NO: 2645  
BILLING THROUGH: 6/30/2022

S&B Infrastructure, LTD  
15150 Memorial Drive  
Houston, TX 77079

### Reading Road Project \_ 0036\_ S&B Infrastructure, LTD - 36.18.01 \_S&B\_ Reading Road

Managed By: Marion Clark

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Base Map - Reading Road Project - 36.18.01 - Base Map	\$18,520.00	100.00	\$18,520.00	\$18,520.00	\$0.00
Design Surveying - Reading Road Project - 36.18.01 - Design Surveying	\$9,417.50	100.00	\$9,417.50	\$9,417.50	\$0.00
R.O.W Staking - Reading Road Project - 36.18.01 - R.O.W Staking	\$9,927.50	85.37	\$8,475.55	\$8,475.55	\$0.00
Additional Survey Srvs - Reading Road Project - 36.18.01 - Additional	\$7,080.00	100.00	\$7,080.00	\$7,080.00	\$0.00
Pond Boundry - Reading Road Project - 36.18.01 - Addt'l Detention	\$4,880.00	100.00	\$4,880.00	\$4,880.00	\$0.00
<b>TOTAL</b>	<b>\$49,825.00</b>		<b>\$48,373.05</b>	<b>\$48,373.05</b>	<b>\$0.00</b>

REVISE PARCEL REQUEST (T&M) - READING ROAD PROJECT - 36.18.01 - ADDITIONAL SURVEY SRVS \$1,452.95

**SUBTOTAL \$1,452.95**

**AMOUNT DUE THIS INVOICE \$1,452.95**

This invoice is due on 9/11/2022

### ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$51,278.95	\$47,306.95	\$3,972.00

# 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:  
2022-927726

Date Filed:  
08/29/2022

Date Acknowledged:  
09/13/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
S&B Infrastructure, Ltd.  
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.**  
Project No. 13117x  
Third Amendment to Agreement for Professional Engineering Services Mobility Bond Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rios, Daniel	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)