

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 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 “Amendment”), and as amended again by document executed on September 27, 2022 (hereinafter “Second 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, increase the total Maximum Compensation under the Agreement for the completion of such additional services, and extend the Time of Performance.

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

1. County shall pay Contractor an additional Twenty-Five Thousand dollars and no/100 (\$25,000.00), for the services as described in Contractor’s proposal dated November 22, 2023, attached hereto as Exhibit “A-3” 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 Eighty-Five Thousand, Seven Hundred Thirty-Nine dollars and no/100 (\$585,739.00), authorized as follows:
  - \$505,324.00 under the Agreement;
  - \$46,745.00 under the Amendment;
  - \$8,670.00 under the Second Amendment; and
  - \$25,000.00 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 written agreement executed by both parties.

4. The time for performance under the Agreement will be extended through December 31, 2026.

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

FORT BEND COUNTY

KP George  
KP George, County Judge

3.12.2024  
Date



ATTEST:

Laura Richard  
Laura Richard, County Clerk

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

COBB, FENDLEY & ASSOCIATES, INC

Brad Matlock  
Authorized Agent – Signature

Brad Matlock  
Authorized Agent – Printed Name

Senior Vice President  
Title

02/13/2024  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 585,739.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A-3



November 22, 2023

Mr. Stacy Slawinski, P.E.  
Fort Bend County Engineer  
C/O Gabriel Odreman, P.E.  
RPS Professional Group  
575 N Dairy Ashford Suite 700  
Houston, Texas 77079

Re: Moore Road Improvements from 5<sup>th</sup> 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 \$13,251.77 remaining in the existing contract for the CPS task. The proposed re-allocation of \$25,000.00 is requested for budgetary purposes anticipated for completion of this task on a time and material (T&M) basis; therefore, the budget for the construction phase services task will be adjusted to \$38,251.77.

We request the fund reallocation as follow:

**Basic Services (T&M basis)**

Available CPS funds in current contract (2 <sup>nd</sup> amendment).....	\$13,251.77
Funds to be allocated to the CPS in subsequent amendment.....	\$25,000.00

---

Subtotal funds for CPS (T&M) .....	\$ 38,251.77
------------------------------------	--------------

Existing contract amount (2nd amendment) .....	\$560,739.00
Contract amount requested for 3rd amendment.....	\$ 25,000.00

---

<b>Total contract amount to be budgeted for 3rd amendment .....</b>	<b>\$ 585,739.00</b>
---	----------------------

We respectfully request the existing contractual compensation budget to be adjusted by \$25,000.00 from \$560,739.00 to \$585,739.00 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

# 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:**  
2024-1123621

**Date Filed:**  
02/13/2024

**Date Acknowledged:**  
03/12/2024

**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, Texas

**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

Third Amendment to Agreement for Professional Engineering Services 2017 Mobility Bond Program â Project No. 17218x

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	
	Warth, Dan	Austin, TX United States	X	
	Eastland, Charles	Houston, 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)