

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

**SIXTH AMENDMENT TO AGREEMENT FOR  
 PROFESSIONAL ENGINEERING SERVICES**

**THIS SIXTH 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 documents executed on December 1, 2015, (hereinafter “Amendment”), March 23, 2021 (hereinafter “Second Amendment”), May 13, 2021 (hereinafter “Third Amendment”), September 7, 2021 (hereinafter “Fourth Amendment”); and last on April 23, 2024 (hereinafter “Fifth Amendment”); and

WHEREAS, the parties desire to further 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 shall pay the Contractor an additional Fourteen Thousand Eight Hundred Ninety-eight and 00/100 dollars (\$14,898.00) for the additional services, as described in the proposal dated May 9, 2024, attached hereto as Exhibit “A-6” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is increased to an amount not to exceed One Million Nine Hundred Ninety-Seven Thousand Six Hundred Forty-Seven and 26/100 dollars (\$1,997,647.26), authorized as follows:
  - \$ 853,908.00 under the Agreement;
  - \$ 5,881.87 under the Amendment;
  - \$ 0.00 under the Second Amendment;
  - \$ 230,164.69 under the Third Amendment;
  - \$ 23,175.00 under the Fourth Amendment;
  - \$ 869,619.70 under the Fifth Amendment; and
  - \$ 14,898.00 under this Sixth 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 amendment executed by the County and the Contractor.
4. 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 any subsequently executed amendment shall remain unchanged.

**FORT BEND COUNTY**



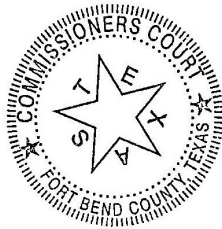
Grady Prestage, Commissioner, Precinct 2  
 Presiding Officer, Commissioners Court, September 10, 2024

**COBB, FENDLEY & ASSOCIATES, INC.**



Authorized Agent – Signature

September 10, 2024  
 Date



ATTEST:

  
 Laura Richard, County Clerk

Brad Matlock  
 Authorized Agent – Printed Name

Senior Vice President  
 Title  
7-22-24  
 Date


APPROVED:



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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 1,997,647.26 to accomplish and pay the obligation of Fort Bend County under this contract.

  
 Robert Edward Sturdivant, County Auditor

# EXHIBIT A-6

May 9, 2024

Mr. Stacy Slawinski, P.E.  
Fort Bend County Engineer  
C/O Kevin Mineo, P.E.  
Binkley & Barfield | DCCM  
3600 W Sam Houston Parkway S  
Suite 600  
Houston, Texas 77042

## PROPOSAL FOR PROFESSIONAL SERVICES

Re: **FM 762/10th Street Bridge (UPRR Overpass) - 13106/20106**  
Proposal for Traffic Engineering Services

Dear Mr. Slawinski:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional traffic engineering services to you in the not to exceed amount of \$14,898.00 in connection with the FM 762/10th Street Bridge traffic assessment located in Richmond, Texas (Fort Bend County).

Please find attached to this letter a description of the services to be provided by CobbFendley as well as a fee schedule. CobbFendley will use best engineering practices to complete its Services by June 3, 2024

The opportunity to propose professional traffic engineering services is appreciated and we look forward to working on this project with you.

Sincerely,

**COBB, FENDLEY & ASSOCIATES, INC.**



Brian Castille, P.E., PTOE  
Department Manager | Traffic

Attachment: Project Scope  
Fee Schedule

## **SCOPE OF SERVICES**

### **Project Location:**

FM 762/10th Street Bridge (UPRR Overpass) in Richmond, Texas (Fort Bend County)

### **Project Description:**

Utilizing traffic count data from a prior task (turning movement counts and tube counts), develop two exhibits depicting “no build” and “build” peak hour intersection turning movements for the study area (17 intersections). This will be only for existing data (no projections) and it is to give an idea on how travel patterns will change and to what degree due to the proposed 10<sup>th</sup> St bridge bisecting Morton St. A technical memo will accompany the exhibits and will document any assumptions. A Synchro analysis is not included as part of this scope.

### **Project Limits:**

Boundary of US 90A, FM 762 / Thompson St, Preston St and 5<sup>th</sup> St

### **Scope of Work:**

#### ***Lump Sum Tasks***

#### **Project Management**

Overall management of the tasks associated with this project including the QA / QC process in order to ensure a quality product for the length of project until completion.

#### **Agency Coordination / Progress Meetings**

Project coordination and attend up to 2 meetings (virtually on Teams).

#### **Field Visit**

A field visit shall be performed investigate site conditions and to observe general traffic operations.

#### **Existing Traffic Volume Assessment (No Build)**

Utilizing traffic count data from a prior task (turning movement counts and tube counts), develop an Excel spreadsheet for 17 intersection depicting AM and PM peak hour weekday volumes. This spreadsheet will be utilized to redistribute traffic for the Build condition and reference into the No Build Exhibit.

#### **Proposed Traffic Volume Assessment (Build)**

Utilizing traffic count data from the existing traffic volume assessment, develop an Excel spreadsheet for 17 intersection depicting AM and PM peak hour weekday volumes for the Build condition. Assumptions will be documented as to what movements are reassigned as well as percents. The reassigned volumes will be due to the proposed 10<sup>th</sup> Street bridge bisecting Morton St and changing travel patterns. This spreadsheet will be utilized to reference into the Build Exhibit.

### **No Build Exhibit**

This exhibit in 11" x 17" format will depict an aerial of the study area and note the 17 study intersections. AM and PM peak hour weekday traffic volumes (turning movement counts) will be shown. This exhibit will utilize the No Build Excel spreadsheet.

### **Build Exhibit**

This exhibit in 11" x 17" format will depict an aerial of the study area and note the 17 study intersections. AM and PM peak hour weekday traffic volumes (turning movement counts) will be shown. This exhibit will utilize the Build Excel spreadsheet.

### **Technical Memo**

The Tech Memo will support the exhibits and include all assumptions and document reassigned trips. Existing ADTs will be provided along with figures depicting assumed routes for reassigned trips. Tables will be generated that show the percent increase / decrease in traffic at each of the 17 study intersections. The goal of the deliverable is to provide traffic volumes, determine how volumes will be reassigned due to the 10<sup>th</sup> Street bridge and show graphically how these trips will continue to be able to meet their destinations. It should be noted that a Synchro analysis is not included as part of this scope.

### **Deliverables:**

The deliverable shall consist of the following:

- PDF's for all official submittals (no hard copies)

<b>Project:</b>	<b>FM 762/10th Street Bridge</b>
<b>Description:</b>	<b>Traffic Assessment</b>
<b>Method of Pay:</b>	<b>Lump Sum</b>

Task Description (Lump Sum)	Task Cost	Principal Hours	Project Manager Hours	Project Engineer Hours	EIT / Senior CAD Hours	Clerical Hours	Total Labor Hours
<b>Project Management and Administration (Lump Sum)</b>							
Project Management	\$954.00	1	2			1	4
Agency Coordination / Progress Meetings	\$516.00		2				2
<b>Project Management Fee Subtotal</b>	<b>\$1,470.00</b>						
<b>Traffic Assessment (Lump Sum)</b>							
Field Visit	\$978.00			3	3		6
Existing Traffic Volume Assessment (No Build)	\$1,474.00		1	2	6		9
Proposed Traffic Volume Assessment (Build)	\$1,756.00		1	2	8		11
"No Build" Exhibit	\$2,884.00		1	2	16		19
"Build" Exhibit	\$3,633.00		1	3	20		24
Technical Memo	\$2,603.00		1	3	12	1	17
<b>Traffic Assessment Fee Subtotal</b>	<b>\$13,328.00</b>						
<b>Hours Subtotals</b>		<b>1</b>	<b>9</b>	<b>15</b>	<b>65</b>	<b>2</b>	<b>92</b>

Contract Rate Per Hour	Principal	Project Manager	Project Engineer	EIT / Senior CAD	Clerical	Labor Subtotal
	\$340.00/HR.	\$258.00/HR.	\$185.00/HR.	\$141.00/HR.	\$98.00/HR.	
<b>Subtotal Labor Costs</b>	<b>\$340.00</b>	<b>\$2,322.00</b>	<b>\$2,775.00</b>	<b>\$9,165.00</b>	<b>\$196.00</b>	<b>\$14,798.00</b>

Direct Expenses (Lump Sum)	Unit	Quantity	Unit Cost	Subtotal
Vehicle Mileage - (Current State Rate)	Mile	100	\$ 0.670	\$ 67.00
Photocopies B/W (Up to 11" x 17")	Each	20	\$ 0.15	\$ 3.00
Photocopies Color (Up to 11" X 17")	Each	20	\$ 1.50	\$ 30.00

<b>Direct Expenses Subtotal</b>	<b>\$ 100.00</b>
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<b>TOTAL COST (Lump Sum)</b>	<b>\$ 14,898.00</b>
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Cobb, Fendley & Associates, Inc.  
 TBPE Firm Registration No. 274  
 1920 Country Place Parkway, Suite 400 | Pearland, TX 77584  
 Phone 281.993.4952 | Fax 281.993. 8086

# 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:**  
 2024-1190123

**Date Filed:**  
 07/22/2024

**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

**Date Acknowledged:**  
 09/10/2024

**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  
 Sixth Amendment - 2013 Mobility Bond Project No. 13106

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)