

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS FIFTH 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 “First Amendment”), as amended by document executed on September 27, 2022, (hereinafter “Second Amendment”), as amended by document executed on March 12, 2024, (hereinafter “Third Amendment”), as amended by document executed on November 27, 2024, (hereinafter “Fourth 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 and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional Five Thousand Two Hundred Twenty-Five dollars and 70/100 (\$5,225.70), for the services as described in Contractor’s proposal dated January 1, 2025, attached hereto as Exhibit “A-5” 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 Six Hundred Twenty-Five Thousand Five Hundred Eight dollars and 52/100 (\$625,508.52), authorized as follows:
 - \$505,324.00 under the Agreement;
 - \$ 46,745.00 under the First Amendment;
 - \$ 8,670.00 under the Second Amendment;
 - \$ 25,000.00 under the Third Amendment;
 - \$ 34,543.82 under the Fourth Amendment; and
 - \$ 5,225.70 under this Fifth 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.

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

FORT BEND COUNTY

COBB, FENDLEY & ASSOCIATES, INC.

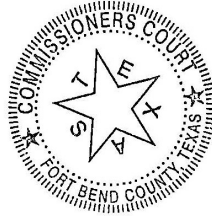
KP George
KP George, County Judge

Stephen G. Ray
Authorized Agent – Signature

April 22, 2025
Date

Stephen G. Ray, P.E.
Authorized Agent – Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

Principal, Group Lead
Title

03/06/2025
Date

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$625,508.52 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2025 Agreements\Engineering\Cobb, Fendley & Associates, Inc. (17-Eng-500032-A5)\Fifth Amendment to Agreement for Professional Engineering Services -- CFA -- Moore Road (17218x).docx (DRP 11.5.24)

EXHIBIT A-5



January 8, 2025

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

Re: Moore Road Improvements from 5th St. to Court Road/Independence Parkway
FBC 2017 Mobility Bond Program Project No. 17218x

Subject: Proposal for Additional ROW Staking

Dear Mr. Slawinsky:
Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide Fort Bend County with this proposal to perform ROW staking along the Moore Road project corridor.

As part of this proposal the survey crew will provide stakes along the existing Moore Road ROW. We respectfully request an amount of \$5,225.70 for the abovementioned professional services. There are adequate funds available in the existing contract to compensate for the requested services.

We request the fund reallocation as follow:

Basic Services

Task 15: Construction ROW Staking	\$ 5,225.70
<hr/>	
Subtotal Basic Services.....	\$ 5,225.70
<hr/>	
Total Fee Requested	\$ 5,225.70

Please call at your earliest convenience should you have any questions, or require additional information,

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Evan Shields".

Evan Shields, P.E.
Associate | Project Manager

Survey Dept. Budget Proposal (2024 Rate Schedule)

Date/Prepared By: Project: Location: Client: Proposal #	9/25/2024	Gregg Wiltshire		
	Existing (See Right)	D:\cfa		
		Moore Road ROW Staking		
			10 HOUR DAYS FOR FIELD TIME	
			8 HOUR DAYS FOR OFFICE TIME	



		STAFF TYPE HOURLY RATE	RPLS \$209.00	SR TECH II \$176.00	SR TECH I \$152.00	TECH III \$134.00	TECH II \$115.00	3-M FC \$208.00	2-M FC \$176.00	Mileage \$0.66	Clerical \$98.00	Per Diem \$69.00	Hotel \$122.00	TOTALS
Task 1	Control Reference Points		3			4		20	140	1				168
		\$0.00	\$528.00	\$0.00	\$0.00	\$460.00	\$0.00	\$3,520.00	\$91.70	\$98.00	\$0.00	\$0.00	\$4,697.70	
Task 2	Coordination		3											3
		\$0.00	\$528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$528.00	
Task 3	Boundary Reconnaissance													0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Task 4	Boundary Reconciliation													0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Task 5	Topographic Survey													0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Task 6	Utility Research & Field Survey													0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Task 7	DTM & 3D Modeling													0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Task 8	Final Staking and/or Deliverables													0
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
REIMBURSABLE ESTIMATE														\$0.00
TOTAL HOURS PER STAFF TYPE		0	6	0	0	4	0	20	140	1	0	0	171	
TOTAL COST PER STAFF TYPE		\$0.00	\$1,056.00	\$0.00	\$0.00	\$460.00	\$0.00	\$3,520.00	\$91.70	\$98.00	\$0.00	\$0.00	\$5,225.70	

**Boundary survey amount shown is subject to state sales tax, and is NOT included in the totals listed hereon.*

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:
2025-1278734

Date Filed:
03/07/2025

Date Acknowledged:
04/22/2025

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
Fifth Amendment to Agreement for Professional Engineering Services 2017 Mobility Bond Program – 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)