

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**THIRD AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJECT NO. X-18 FRONT STREET IMPROVEMENTS / PROJECT NO. 747 – WILLIAMS  
WAY**

**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 Lippke, Cartwright & Roberts, Inc., (hereinafter “Engineer”), 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 May 24, 2011, (hereinafter “Agreement”); as amended by documents dated September 1, 2015, (hereinafter “Amendment”), and January 3, 2017, (hereinafter “Second Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to include additional services to be provided by Engineer.

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

1. County shall pay Contractor an additional ninety-six thousand six hundred seventy dollars and 00/100 (\$96,670.00) for the additional engineering services as described in Contractor’s proposal dated April 28, 2020, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Engineer for Services to be rendered is hereby increased to an amount not to exceed four hundred sixty-six thousand five hundred twenty-nine dollars and no/100 (\$466,529.00), allocated as follows:
  - A. \$260,000.00 under the Agreement
  - B. \$85,505.00 under the Amendment
  - C. \$24,354.00 under the Second Amendment; and
  - D. \$96,670.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment any subsequent amendment exceed the Maximum Compensation without a written agreement signed by the parties.

4. The parties hereby agree the terms and conditions under the Agreement have remained in effect to date and the time of performance thereunder shall be extended to end no later than December 31, 2022, unless further extended by mutual agreement of the parties.
5. 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.
6. 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.
7. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

FORT BEND COUNTY

LIPPKE, CARTWRIGHT & ROBERTS, INC

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

PAUL L. LIPPKE, PE  
\_\_\_\_\_  
Authorized Agent – Printed Name

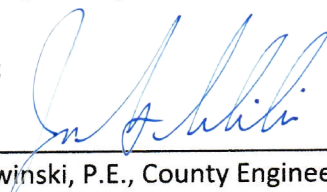
ATTEST:

PRESIDENT  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

MAY 16, 2020  
\_\_\_\_\_  
Date

APPROVED:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Williams Way\Amend 3 - PE Svcs.Williams Way.LCR.docx.5/13/2020.12-Eng-500001-A3

# EXHIBIT A

April 28, 2020

Mr. Stacy Slawinski, PE  
Fort Bend County Engineer  
c/o Kevin Mineo, PE  
Sr. Project Manager  
Binkley & Barfield  
1710 Seamist Dr.  
Houston, Texas 77008

RE: Front St. Extension WA No. 1 PO 74318, Third Amendment

Gentlemen:

This letter summarizes recent discussions regarding Engineering Fees for the above referenced project. This amendment addresses expenses incurred due to changes ordered by the engineering managers over and above the original contract. It addresses additional expenses for agency review. It also addresses additional funds for Construction Phase Services, the scope of which was provided by Binkley and Barfield. Given the fact that this professional contract was originally authorized nine years ago, it is the parties intent that this Third Amendment will allow completion of the design portion and allow construction to commence.

Below is a summary of the Third Amendment:

Additional Design fees	\$69,000
Additional Fees for TxDOT review	\$22,338
Additional fees for Const. Phase Service	<u>\$ 5,332</u>
Total	\$96,670

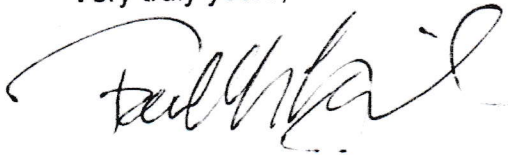
1/2

**CONTRACT SUMMARY THRU 3<sup>RD</sup> AMEND.**

Total Contract to Date (incl 1 <sup>st</sup> & 2 <sup>nd</sup> Amend)	\$369,859.00
Total Billed to Date (thru 4-28-20)	\$333,682.20
Total Design Fee unbilled	\$107,846.80
Total Const. Phase Service unbilled	<u>\$ 25,000.00</u>
Total Contract Amount	\$466,529.00

Thank you for your willingness to address this contract. We look forward to completing this project.

Very truly yours,



Paul L. Lippke, PE  
President

# LIPPKE CARTWRIGHT & ROBERTS

## FRONT ST. COST SUMMARY AS OF 4-28-20

<u>DATE</u>	<u>MILESTONE</u>	<u>FB Co. FEE</u> (LCR Portion) (NIC Subs)	<u>LCR COST</u>
May, 2011	County Issues Contract PER authorized	\$41,855	\$120,284
Sept., 2015	Change Order to PER	<u>\$84,400</u>	_____
	<b>PER Sub-Totals</b>	<b>\$127,360</b>	<b>\$120,284</b>
Dec, 2015	First Submittal DD to SPI		
Sept. 2016	Final Submittal after red-line	\$118,734	
Dec, 2016	More Mark-ups from SPI Second Amendment	\$24,354	
Aug., 2017	Re-submit mark-ups to SPI	_____	<u>\$169,468</u>
	<b>DD Sub-Totals</b>	<b>\$136,588</b>	<b>\$169,468</b>
May. 2018	New Mgr (Binkley-Barfield)		
July, 2018	More Mark-ups form BBI		
Feb, 2019	Submit 7/18 Mark-ups		\$69,000
<u>Mar. 2020</u>	<u>TxDOT Review</u>		<u>\$22,338</u>
	<b>Total</b>	<b>\$263,948</b>	<b>\$381,090</b>