

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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 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"), January 3, 2017, (hereinafter "Second Amendment"), June 2, 2020 (hereinafter "Third Amendment"), and August 3, 2021 (hereinafter "Fourth 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 thirty thousand dollars and 00/100 (\$30,000.00) for the additional engineering services as described in Contractor's proposal dated October 6, 2023, 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 five hundred twenty-eight thousand eighty-five dollars and 50/100 (\$528,085.50), 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;
 - D. \$96,670.00 under the Third Amendment;
 - E. \$31,556.50 under the Fourth Amendment; and
 - F. \$30,000.00 under this Fifth 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 agree the terms and conditions of the Agreement have remained in effect 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 subsequent amendment shall remain unchanged.

FORT BEND COUNTY

KP George, County Judge

Date


ATTEST:

Laura Richard, County Clerk

APPROVED:

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

LIPPKE, CARTWRIGHT & ROBERTS, INC

 PRES.

Authorized Agent – Signature

PAUL L. LIPPKE PRES.

Authorized Agent – Printed Name

PRESIDENT

Title

DEC 11, 2023

Date

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

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Fifth Amendment to Professional Engineering Services Agreement

2007 Mobility Bond Project Nos. X-18/747

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EXHIBIT A

LIPPKE CARTWRIGHT & ROBERTS

October 6, 2023

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 X18 Fifth Amendment

Gentlemen:

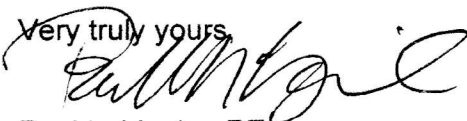
This letter summarizes recent discussions regarding Construction Phase Service Fees for the above referenced project. Recent field visits revealed that construction is maybe 10-15% complete.. It is possible that the remaining funds will be inadequate and we recommend adding funds for this line item. After discussion with Project Management the amount we are suggesting is \$30,000.

Below is a summary of the Fifth Amendment:

Total Contract to Date	\$498,085.50
Total for Fifth Amendment	\$30,000
Total Contract After this Amend.	\$528,085.50

Thank you for your willingness to address this item.

Very truly yours,



Paul L. Lippke, PE
President