

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 R.R.P. Consulting Engineers, L.L.C. (hereinafter “RRP”), which recently completed a purchase and sale agreement with S&B Infrastructure, Ltd., (hereinafter “S&B”), a company authorized to conduct business in the State of Texas.

Whereas the County and S&B executed and accepted an Agreement for Professional Engineering Services on December 1, 2015, pursuant to SOQ 14-025, (hereinafter “Agreement”), as amended by documents executed on August 9, 2016 (hereinafter “First Amendment”), on September 25, 2018 (hereinafter “Second Amendment”); on September 13, 2022 (hereinafter “Third Amendment”); and on January 23, 2024 (hereinafter “Fourth Amendment”).

Whereas the County and RRP amended the Agreement, the First Amendment, the Second Amendment, and the Third Amendment (hereinafter “S&B And Fort Bend County Contractual Agreement”) and allowed RRP to provide Services under this Agreement; and the Fourth Amendment modified and incorporated the “S&B and Fort Bend County Contractual Agreement,” including making RRP – not S&B – the Contractor who performs for the County.

NOW, THEREFORE, the Parties do agree as follows:

1. County shall pay RRP an amount not to exceed \$91,020.00 to perform the additional Services, as described in RRP’s proposal dated September 11, 2024, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The maximum compensation payable by the County under RRP And Fort Bend County Contractual Agreement and this Fifth Amendment for all Services rendered is increased to an amount not to exceed \$872,807.55, authorized as follows:
 - \$349,275.00 under the Agreement;
 - \$32,078.60 under the First Amendment;
 - \$275,844.00 under the Second Amendment;
 - \$91,355.95 under the Third Amendment; and
 - \$33,234.00 under this Fourth Amendment; and
 - \$91,020.00 under this Fifth Amendment.
3. In no case shall the amount paid by County for all Services under the RRP And Fort Bend County Contractual Agreement and this Fifth Amendment and any subsequently executed amendment exceed the maximum Compensation without an agreement executed by the Parties.
4. The Parties agree that the terms and conditions have remained in effect to date and that the Time of Performance under the RRP And Fort Bend County Contractual

Agreement shall hereby end no later than December 31, 2026.

5. BY ACCEPTANCE OF AGREEMENT, RRP 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.
6. Parties means Fort Bend County and R.R.P. Consulting Engineers, L.L.C., and Party means either Fort Bend County or R.R.P. Consulting Engineers, L.L.C..

Except as provided in the Fifth Amendment, all terms and conditions of the RRP And Fort Bend County Contractual Agreement and this Fifth Amendment remain unchanged.

By signing this Fifth Amendment, each signator agrees that the signator has the legal authority to legally bind the Party it represents and have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY


KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, P.E. County Engineer

R.R.P. CONSULTING ENGINEERS, L.L.C.

Ahmed Abd-EL-Meguid, PhD, PE
Digitally signed by Ahmed Abd-EL-Meguid, PhD, PE;
DN: cn=Ahmed Abd-EL-Meguid, PhD, PE,
o=US, o=RRP Consulting Engineers, LLC,
email=amegud@rrpeng.com
Date: 2024.10.30 15:17:59 -05'00'
PE

Authorized Agent – Signature

Ahmed Abd-El-Meguid, PhD, PE

Authorized Agent – Printed Name

Vice-President

Title

10/30/2024

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

EXHIBIT A



R.R.P. Consulting Engineers, L.L.C.

956.926.5000

5400 N. 10th St.

McAllen, TX 78504

RRP Project# U2278

September 11, 2024

Robert T. McBride, PE
Senior Project Manager
LJA Engineering, Inc.
2929 Briarpark Drive
Houston, TX 77042-3703

RE: Reading Road, Fort Bend County, Mobility Bond Project No. 13102, Precinct 1,
FM762 to Royal Crest Lane, Supplemental Proposed Scope, and Budget Change
Amendment 5

R.R.P. Consulting Engineers, L.L.C. (RRP) is pleased to submit this proposal for revisions to the scope and budget for the above contract with Fort Bend County (FBC).

Scope of Work

The Geotechnical team is prepared to perform soil exploration activities for the project limits. There are two areas that are heavily wooded and require extensive clearing to access. See Figures 1 and 2 below. Fort Bend County will be performing the clearing operations and has requested the survey crew to line cut and stake the existing ROW lines in these areas.

The tasks for this supplemental are as follows:

1. Line cutting and staking for Reading Road through the wooded areas. This would be for setting laths every 100' through the woods on the north and south ROW, including PC's and PT's.
2. A second trip to stake the entire ROW limits after the two wooded areas have been cleared.
3. A third trip to stake the entire ROW limits if needed and possibly take place in 2025.

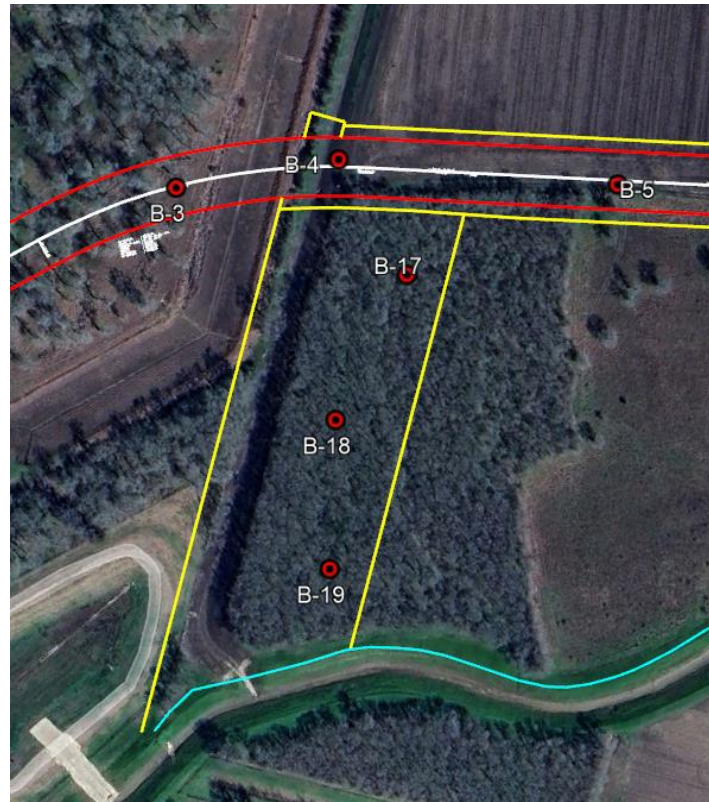


Figure 1: Detention Pond Area

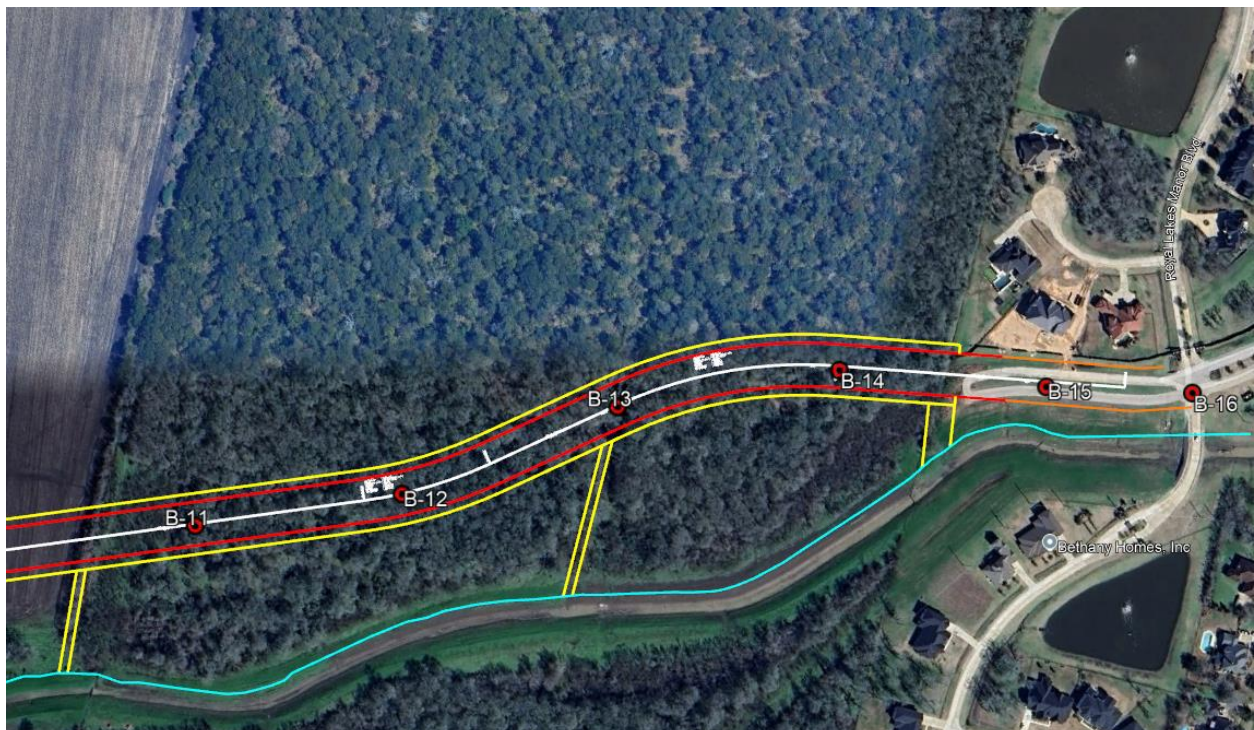


Figure 2: East End Wooded Area



R.R.P. Consulting Engineers, L.L.C.

956.926.5000

5400 N. 10th St.

McAllen, TX 78504

Schedule

Upon receipt of the Work Authorization (WA) or Notice to Proceed (NTP), RRP will need 20 calendar days.

- 16 calendar days for survey field crew to line cut and stake wooded areas.
- 4 calendar days for survey field crew to stake project limits as needed.

Proposed Supplemental Cost

RRP has tabulated the cost to execute the scope of the supplemental engineering services at a lump sum fee of \$91,020. Please refer to the attached Level of Effort (LOE) for detailed information.

If you have any questions, please do not hesitate to contact me.

Best regards,

Ahmed Abd-EL-Meguid, PhD,
PE

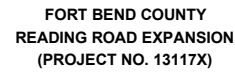
Digitally signed by Ahmed Abd-EL-Meguid,
PhD, PE
DN: cn=Ahmed Abd-EL-Meguid, PhD, PE,
c=US, o=RRP Consulting Engineers, LLC,
email=ameguid@rrpeng.com
Date: 2024.10.30 15:21:02 -05'00'

AHMED ABD-EL-MEGUID, PhD, PE

VICE PRESIDENT | RRP CONSULTING ENGINEERS, LLC

C 346-366-0501

ameguid@rrpeng.com



R.R.P. Consulting Engineers, L.L.C.			Program Manager	Senior Project Manager	Senior/ Supervising Engineer	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	CADD Technician	Administrative Assistant	Sub-total Man-hours	Subtotal (cost \$)
Date: September 11, 2024													
Task No.	Description		DIRECT LABOR COST	\$126.00	\$94.50	\$67.75	\$73.50	\$45.25	\$48.30	\$50.40	\$25.00	\$21.00	
			HOURLY RATE INCLUDING MULTIPLIER (.3X)	\$378.00	\$284.00	\$203.00	\$221.00	\$136.00	\$145.00	\$151.00	\$75.00	\$63.00	
1. Design Management													
1.1	Fort Bend County (Meetings and Minutes, Correspondence)		0	0	0	6	6	0	0	0	0	12	\$2,142.00
1.2	Invoicing - Documents Administration		0	0	0	2	2	0	0	0	4	8	\$966.00
1.3	Project Management and Oversight		0	4	0	10	12	0	0	0	0	26	\$4,978.00
Subtotal Hours			0	4	0	18	20	0	0	0	4	46	
Subtotal Fee			\$0.00	\$1,136.00	\$0.00	\$3,978.00	\$2,720.00	\$0.00	\$0.00	\$0.00	\$252.00		\$8,086.00
2. Additional Services													
2.1	Land Surveying Services - MBCO (Lump sum)												\$81,434.00
2.2	Revise Parcel Maps - Metes & Bounds - MBCO (Lump sum)												\$0.00
Total Additional Services												\$81,434.00	
									TOTAL ENGINEERING COST		\$	91,020.00	

