

STATE OF TEXAS                    §  
   §  
COUNTY OF FORT BEND        §

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

**THIS FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the “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 Gradient Group, LLC (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 August 24, 2021 (hereinafter “Agreement”) pursuant to SOQ 14-025, as amended by documents executed on May 24, 2022 (hereinafter “Amendment”), May 9, 2023 (hereinafter “Second Amendment”), and August 13, 2024 (hereinafter “Third Amendment”); and October 9, 2024 (hereinafter “Fourth Amendment”); 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 amount not to exceed Thirty Thousand Eight Hundred dollars and 00/100 (\$30,800.00) to perform the additional Services, as described in Contractor’s proposal dated October 29, 2025 attached hereto as Exhibit “A-5” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed One Million, Two Hundred Thirty-Six Thousand, Eight Hundred Twenty-Two dollars and 40/100 (\$1,236,822.40), authorized as follows:
  - \$279,791.60 under the Agreement;
  - \$ 53,260.20 under the Amendment;
  - \$726,395.60 under the Second Amendment;
  - \$116,836.20 under the Third Amendment; and
  - \$ 29,738.80 under the Fourth Amendment; and
  - \$ 30,800.00 under this Fifth Amendment.

3. In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$1,236,822.40 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.
  
4. 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 shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto 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**

**GRADIENT GROUP, LLC**

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

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

\_\_\_\_\_  
 Date

Stephanie Anderson, PE  
 \_\_\_\_\_  
 Authorized Agent – Printed Name

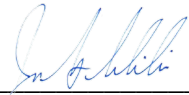
ATTEST:

\_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title

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

12 November 2025  
 \_\_\_\_\_  
 Date

APPROVED:

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

**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: Contractor's Proposal, dated October 29, 2025

I:\AGREEMENTS\2026 Agreements\Engineering\Gradient Group, LLC (21-Eng-101025-A5)\Fifth Amendment to Agreement for Professional Engineering Services.docx rb 11.5.2025

# EXHIBIT A-5



October 29, 2025

Mr. Kevin Mineo, PE  
Vice President- Transportation  
Binkley & Barfield- DCCM  
1710 Seamist Drive

RE: Proposal for Profession Engineering Services for Reading Road  
FBC Project Number 20109  
GG Job No: 20300-0004

Dear Mr. Mineo,

Gradient Group, LLC (Consultant) is pleased to submit the proposed scope for additional services for survey staking services on the above referenced project. The following scope of services is an addendum to Gradient's Professional Services Agreement, dated August 21, 2021. This additional service is subject to the terms and conditions as specified in the original Standard Agreement for Professional Services.

**Scope of Services**

- I. Phase 1- Preliminary Engineering Report (Optional Additional Services)**
  - A. Parcel Surveys (Cat 1A, Cond II) @ \$2,500/Parcel** **\$20,000**
  
  - B. Survey Staking (8 Parcels)** **\$ 8,000**  
Survey consultant will re-stake the proposed right-of-way for three (3) tracts (10010 and 10310 Reading Road and 7419 Rustling Oaks Drive) as identify with an additional 5 tracts to be utilized by the client when requested. Proposed ROW will be staked at 50-100-foot intervals.
  
  - C. Gradient Coordination Effort** **\$ 2,800**

**TOTAL \$30,800**

## II. Contract Extension Request

Gradient Group, LLC (Gradient) is formally requesting an amendment to the existing contract for project number 20109 for an extension until December 31, 2029.

The design of the project is 30% complete currently. This contract extension will allow Gradient to perform all of the expected duties of engineer-of-record during the design and construction phases. Gradient will perform the same scope of services already provided in the contract.

### Fee Summary

The proposed detailed lump sum fee is shown in the attached Level-of-Effort. Reference total contract fee summary below.

| <b>Contract</b>   | <b>Fee</b>             |
|-------------------|------------------------|
| Original Contract | \$ 279,791.60          |
| Amendment #1      | \$ 53,260.20           |
| Amendment #2      | \$ 726,395.60          |
| Amendment #3      | \$ 116,836.20          |
| Amendment #4      | \$ 29,738.80           |
| Amendment #5      | \$ 30,800.00           |
|                   | <b>\$ 1,236,822.40</b> |

### Closure

Engineering services will be billed monthly based on the percentage of work completed based on lump sum fee.

We appreciate the opportunity to present this Addendum #5. If you need additional information in support of this proposal, please contact me at 832-779-5700 or on my mobile at 979-574-5173.

Respectfully Submitted,  
**GRADIENT GROUP, LLC**



Stephanie Anderson, PE  
President