

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

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

**THIS FOURTH 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”), and June 2, 2020 (hereinafter “Third 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-one thousand five hundred fifty-six dollars and 50/100 (\$31,556.50) for the additional engineering services as described in Contractor’s proposal dated June 30, 2021, 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 ninety-eight thousand eighty-five dollars and 50/100 (\$498,085.50), 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; and
  - E. \$31,556.50 under this Fourth 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. 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  
KP George, County Judge  
County Judge KP George

8.3.2021  
Date

ATTEST:

Laura Richard  
Laura Richard, County Clerk

APPROVED:

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



LIPPKKE, CARTWRIGHT & ROBERTS, INC

Paul L. Lippke  
Authorized Agent – Signature

PAUL L. LIPPKKE  
Authorized Agent – Printed Name

PRESIDENT  
Title

7/15/21  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 498,085.50 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

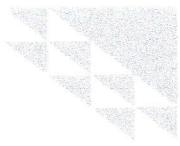
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Fourth Amendment to Professional Engineering Services Agreement

2007 Mobility Bond Project Nos. X-18/747

Page 2 of 2

# EXHIBIT A



**LIPPKE CARTWRIGHT & ROBERTS**  
CONSULTING ENGINEERS

Kevin Mineo, PE  
Sr. Project Manager  
Binkley & Barfield  
1710 Seamist Drive  
Houston, Texas 77008

June 30, 2021

Re: Fourth Amendment Front St. Professional Engineering Contract

Dear Mr. Mineo;

After much discussion, we are in a position to bring closure to the Design Phase of the Contract. As agreed, we have submitted the total hourly expenditures supported by the attached work outline. The increase to the contract amounts to \$31,556.50. The Project Manual, originally under our contract is being assumed by Binkley & Barfield.

After the Third Amendment, the total contract amount was \$466,529. This Fourth Amendment brings the total contract amount to \$498,085.50.

We are currently signing and sealing the plans and will forward them to you shortly for final submittal to TxDOT and appropriate reviewing agencies.

We look forward to assisting the County in the Construction Phase of the Project.

Respectfully submitted,

Paul L. Lippke, PE  
President

## **Front Street Work Discussion – 4378-20.215**

### *ITS plans*

- New request from Fort Bend County/TxDOT
- Kick-off meeting with Fort Bend County/TxDOT
- ITS Layout (1 sheet)
- Fiber Interconnection Sheet (1 sheet)
- Standards (4 sheets)
- Quantities
- Review/Comments/coordination with other disciplines

### *Signal Plans*

- 95% Comments
- Kick-off meeting with Fort Bend County/TxDOT to go over signal design standards/preferences
- Revise design to meet County/TxDOT latest standards
- Address 95% comments by various agencies
- Address additional comments post 95%
- Provide new quantities/bid items for entire signal and OPCC

### *Roadway/TCP/Detour*

- Revised CAD files due to MS/AutoCAD conversion and age of project
  - ⊖ Restored files from a previous version
    - Updated all files to reflect the current base, striping, and storm designs
    - References were not correctly aligned with rest of project and were fixed prior to work
- Updated the sheet index
- Revised general notes to address TxDOT and City comments
- Revised traffic control detour plans per comments
- Revised traffic control phases per comments
- Updated TxDOT/City standards

### *Signing/PM*

- Revised CAD files due to MS/AutoCAD conversion and age of project
  - ⊖ Restored files from a previous version
    - Updated all files to reflect the current base, striping, and storm designs
    - References were not correctly aligned with rest of project and were fixed prior to work
- Address comments from various agencies
- Replaced outdated SOSS
- Updated quantities/bid items to 2014 Specifications

### *Miscellaneous*

- Full QAQC of plans – internal review/comments that were not TxDOT but violated TMUTCD, Fort Bend, and TxDOT standards. Redlines were provided in various reviews

- Update all non-reviewed bid items to 2014 specifications where applicable
- Index
- General Notes
- OPCC
- Standard Detail comments
- Print organizing/printing
- Phone calls, emails, meetings not discussed

# 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.**

Lippke Cartwright & Roberts, Inc.  
Rockport, TX United States

**Certificate Number:**  
2021-780212

**Date Filed:**  
07/19/2021

**Date Acknowledged:**  
08/03/2021

**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

**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.**

x-18  
Consulting Civil Engineering

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)