

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 McDonough Engineering Corporation (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 May 22, 2018 pursuant to SOQ 14-025, (hereinafter "Agreement"); as subsequently amended by documents dated April 2, 2019, (hereinafter "Amendment"), July 23, 2019, (hereinafter "Second Amendment"), January 28, 2020, (hereinafter "Third Amendment"), and February 9, 2012, (hereinafter "Fourth Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services under the Agreement, to amend the maximum compensation amount, and to extend the time of performance.

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

1. County shall pay Contractor an additional amount not to exceed ten thousand dollars and 00/100 (\$10,000.00) to perform additional Services, as described in the Contractor's Scope of Services, dated April 19, 2023, attached hereto as Exhibit "A" 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 six hundred eighty-three thousand four hundred thirteen dollars and 60/100 (\$683,413.60), authorized as follows:
  - \$ 472,322.00 under the Agreement;
  - \$ 130,626.60 under the Amendment;
  - \$ 5,155.00 under the Second Amendment;
  - \$ 48,300.00 under the Third Amendment;
  - \$ 17,010.00 under the Fourth Amendment; and
  - \$ 10,000.00 under this Fifth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment exceed the Maximum Compensation without an agreement executed by the parties.

4. The time of performance of the Scope of Services under this Agreement shall be extended to end no later than December 31, 2023. Contractor shall complete the tasks described in the Scope of Services for this Project, within this time or within such additional time as may be extended by the County.
  
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.

*[EXECUTION PAGE FOLLOWS]*

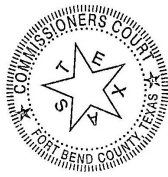
*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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**

KP George  
County Judge KP George  
KP George, County Judge

July 11, 2023  
Date



ATTEST:

Laura Richard  
Laura Richard, County Clerk

APPROVED:

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

APPROVED AS TO LEGAL FORM:

LaNetra S. Lary  
LaNetra S. Lary, Assistant County Attorney  
Chief, General Counsel Division

**MCDONOUGH ENGINEERING CORPORATION**

Ranney McDonough  
Authorized Agent – Signature

RANNEY McDONOUGH  
Authorized Agent – Printed Name

PRES.  
Title

6-7-23  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 683,413.60  
to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



McDONOUGH ENGINEERING CORPORATION  
Civil Engineers

## EXHIBIT "A" SCOPE OF SERVICES

April 19, 2023

Binkley & Barfield, Inc.  
Tommy V. Cromer, P.E.  
1710 Seamist Dr.  
Houston, TX 77008

Attn: Kevin A. Mines, P.E.

RE: 17110 Proposal for Professional Engineering Services- Amendment No. 5  
Benton Road: From FM 762 to 300' South of Reading Road  
Precinct 1  
Fort Bend County  
MEC Project No. 18110

### PROPOSED SCOPE

In response to the extended construction schedule, a scope change for the Benton Road project has been prepared which includes the following items:

### **BASIC SERVICES**

1. Construction schedule has extended from original estimated schedule by approximately 56%. Construction services related to this item are further outlined in the attached task breakdown by MEC.

### **CONSTRUCTION PHASE SERVICES**

McDonough Engineering Corporation proposes to complete the following tasks:

- Review contractor submittals
- Respond to RFIs
- Attend field visits and progress meetings upon request by Fort Bend County
- Attend substantial completion walkthrough meeting
- Prepare record documents based on contractor redlines and provide a hard copy to Fort Bend County
- Coordinate with subconsultants, including TranSystems, Jones and Carter, BGE, and Aviles as necessary

### **COST SUMMARY**

A level of effort estimate is enclosed for the time & materials amount. Invoicing will be based on time & materials incurred. The total Fee for Scope Amendment No. 5 is \$10,000.00.

Benton Road - FM 762 to 300' South of Reading Road - Precinct 1 - Amendment No. 5  
Level of Effort Estimate

McDonough Engineering Corporation

4/19/2023

	Proj. Man.	Engineer	Senior Designer	Sr. CADD	CADD	Clerical	Fee	Total		
								Hours per Task	Number of sheets	Hour per Sheet
<b>Phase II - Final Design Phase</b>										
Project Administration							\$ -	0	N/A	N/A
Railroad Coordination							\$ -	0	N/A	N/A
TxDOT Coordination							\$ -	0	N/A	N/A
Review Documentation and Incorporate Sheets by other consultants (Surveyor, Signal Design)							\$ -	0	N/A	N/A
Research Documentation for Existing Utilities within ROW							\$ -	0	N/A	N/A
<b>QA/QC</b>										
Internal QA/QC (3 submittals)							\$ -	0	N/A	N/A
<b>Construction Documents</b>										
<b>Plans</b>										
Cover sheet							\$ -	0	N/A	N/A
Index of Sheets							\$ -	0	N/A	N/A
General Notes							\$ -	0	N/A	N/A
Legend							\$ -	0	N/A	N/A
Survey Control Sheets							\$ -	0	N/A	N/A
Existing Typical Section							\$ -	0	N/A	N/A
Proposed Typical Sections							\$ -	0	N/A	N/A
Storm Sewer Drainage Area Map							\$ -	0	N/A	N/A
Storm Sewer Calculations							\$ -	0	N/A	N/A
Overall Drainage Area Map							\$ -	0	N/A	N/A
Detention Basin							\$ -	0	N/A	N/A
Demolition Plans							\$ -	0	N/A	N/A
Railroad Crossing							\$ -	0	N/A	N/A
Railroad Crossing Details							\$ -	0	N/A	N/A
Plan and Profile (20 scale)							\$ -	0	N/A	N/A
Relocation Plans - Water and Sewer							\$ -	0	N/A	N/A
<b>Details</b>										
Concrete Pavement Details							\$ -	0	N/A	N/A
Flexible Pavement Details							\$ -	0	N/A	N/A
Concrete Driveway Details							\$ -	0	N/A	N/A
ADA Ramp Details							\$ -	0	N/A	N/A
Storm Sewer Construction Details							\$ -	0	N/A	N/A
Type "A" Inlet Details							\$ -	0	N/A	N/A
Modified Type "A" Inlet w/ Concrete Apron							\$ -	0	N/A	N/A
Type "B-B" Inlet Details							\$ -	0	N/A	N/A
Modified Type "B-B" Inlet Details							\$ -	0	N/A	N/A
Monolithic Type C, C-1, C-2, and C-2A Inlet Details							\$ -	0	N/A	N/A
Precast Concrete Storm Sewer Manhole Details							\$ -	0	N/A	N/A
Junction Box Manhole Detail							\$ -	0	N/A	N/A
Flexbeam Guardrail Details							\$ -	0	N/A	N/A
Type III Barricade Details							\$ -	0	N/A	N/A
Safety End Treatment for 12"-72" Dia. Pipe Culverts							\$ -	0	N/A	N/A
Traffic Control Plans							\$ -	0	N/A	N/A

Benton Road - FM 762 to 300' South of Reading Road - Precinct 1 - Amendment No. 5  
Level of Effort Estimate

McDonough Engineering Corporation

4/19/2023

	Proj. Man.	Engineer	Senior Designer	Sr. CADD	CADD	Clerical	Fee	Total		
								Hours per Task	Number of sheets	Hour per Sheet
Phasing Layout with General Notes							\$ -	0	N/A	N/A
Typical Construction Cross-sections							\$ -	0	N/A	N/A
Advanced Warning Signs Layouts							\$ -	0	N/A	N/A
Phase One Layouts							\$ -	0	N/A	N/A
Phase Two Layouts							\$ -	0	N/A	N/A
Temporary Traffic Signal (Benton at FM 762)							\$ -	0	N/A	N/A
Storm Water Pollution Prevention Plans							\$ -	0	N/A	N/A
Storm Water Pollution Prevention Plan Details							\$ -	0	N/A	N/A
Signing and Paving Marking Plans							\$ -	0	N/A	N/A
Pavement Marking Details							\$ -	0	N/A	N/A
Earthwork Table							\$ -	0	N/A	N/A
Cross Sections							\$ -	0	N/A	N/A
Construction Cost Estimate							\$ -	0	N/A	N/A
Project Manual (Bid form, specification TOC, special specs)							\$ -	0	N/A	N/A
<b>Phase III - Bid/Construction Phase</b>										
Construction Submittal Review	4	8			20		\$ 4,400.00	32	N/A	N/A
RFI Responses	4	8			20		\$ 4,400.00	32	N/A	N/A
Field Visits and Progress Meetings	2	4					\$ 1,200.00	6	N/A	N/A
Total Hours Phase II - Final Design Phase										
Rate (\$/HR)	240	180	150	125	100	75	Total Hours	0		
Total Sheets										
0										
<b>Phase II - Design Phase Subtotal (Lump Sum)</b>										
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	0%	0%	0%	0%	0%	0.0%				
Total Hours Phase III- Bid/Construction Phase										
Rate (\$/HR)	10	20	0	0	40	0	Total Hours			
Total Sheets										
0										
<b>Phase III - Bid/Construction Phase Subtotal (Hourly, Not-To-Exceed)</b>										
	\$ 2,400.00	\$ 3,600.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 10,000.00			
	24%	36%	0%	0%	40%	0%				
<b>Survey - Jones and Carter</b>										
Deed Research							\$ -			
Deed Plot							\$ -			
Right-of-Entry Control							\$ -			
Additional Topographic & Boundary Ties							\$ -			
Metes & Bounds and Survey for Parcels (Additional 3 parcels)							\$ -			
Additional services for preparing Drainage Easements							\$ -			
<b>Survey Subtotal (Lump Sum)</b>										
\$ -										
<b>Civil Design Services - BGE</b>										
Supplemental Drainage Design Services (Lump Sum)							\$ -			
Supplemental Traffic Control Plan Design (Lump Sum)							\$ -			
Supplemental TCP Construction Phase Services (Hourly, Not-To-Exceed)							\$ -			

Benton Road - FM 762 to 300' South of Reading Road - Precinct 1 - Amendment No. 5  
 Level of Effort Estimate

McDonough Engineering Corporation

4/19/2023

	<u>Proj. Man.</u>	<u>Engineer</u>	<u>Senior Designer</u>	<u>Sr. CADD</u>	<u>CADD</u>	<u>Clerical</u>	<u>Fee</u>	<u>Total Hours per Task</u>	<u>Number of sheets</u>	<u>Hour per Sheet</u>
<b>Civil Design Subtotal</b>							\$ -			
<b>Geotechnical Report - Aviles Engineering Corporation Supplemental Roadway</b>							\$ -			
<b>Geotechnical Report Subtotal (Lump Sum)</b>							\$ -			
<b>Traffic Signal Design Services - TranSystems</b>										
Phase 100 - Traffic Data Collection							\$ -			
Phase 200 - Intersections Analysis							\$ -			
Phase 300 - Final Plans							\$ -			
QA/QC							\$ -			
Expenses							\$ -			
<b>Traffic Signal Design Subtotal</b>							\$ -			
<b>Total Professional Services Budget for Amendment No. 5</b>							\$ 10,000.00			

# 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.**  
 McDonough Engineering Corporation  
 Houston, TX United States

**Certificate Number:**  
 2023-1035550

**Date Filed:**  
 06/16/2023

**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

**Date Acknowledged:**  
 07/11/2023

**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.**  
 Project No.17110  
 Fifth Amendment to Agreement for Professional Engineering Services - 2017 Mobility Bond Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McDonough, Ranney	Houston, TX United States	X	

**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)