

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
KP George, County Judge

1.9.2024
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk

APPROVED:

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

LIPPKKE, CARTWRIGHT & ROBERTS, INC

Paul W. Lippke PRES.
Authorized Agent – Signature

PAUL L. LIPPIKE 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 \$ 528,085.50 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
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:

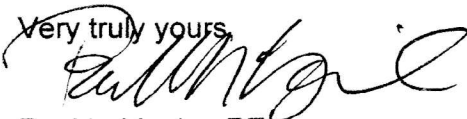
This letter summarizes recent discussions regarding Construction Phase Service Fees for the above referenced project. Recent field visits revealed that construction is maybe 10-15% complete.. It is possible that the remaining funds will be inadequate and we recommend adding funds for this line item. 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

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:
2023-1103335

Date Filed:
12/12/2023

Date Acknowledged:
01/09/2024

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, Texas

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)