

STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

SIXTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THIS SIXTH AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas, acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and KLOTZ ASSOCIATES, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about March 4, 2008, County and Engineer entered into an Agreement for Engineering Services, (hereinafter referred to as the "Agreement"), for general engineering consulting services related to the 2007 Mobility Bond Project, (hereinafter referred to as the "Project"); and,

WHEREAS, County and Engineer entered into a First Amendment to the Agreement on August 25, 2009 (hereinafter referred to as "First Amendment"), the Second Amendment dated February 10, 2015, (hereinafter referred to as "Second Amendment"), the Third Amendment dated September 1, 2015, (hereinafter referred to as "Third Amendment"), the Fourth Amendment dated April 5, 2016, (hereinafter referred to as "Fourth Amendment"), and the Fifth Amendment dated December 20, 2016, (hereinafter referred to as "Fifth Amendment") to allow for additional general engineering consulting services; and,

WHEREAS, County and Engineer desire to further amend said Agreement to add professional engineering and project management services related to the 2007 Mobility Bond Projects.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

1. An additional amount not-to-exceed \$500,000.00 shall be available for additional services as described the Proposal for Supplemental Services dated April 10, 2017 attached hereto as Exhibit A to be provided by Engineer as requested by County.
2. Engineer's compensation for the Project shall not exceed a total maximum compensation in an amount not to exceed \$2,168,269.36, authorized as follows:
 - a. Original Agreement not to exceed: \$300,000.00;
 - b. First Amendment not to exceed: \$211,834.68;
 - c. Second Amendment not to exceed: \$341,434.68;
 - d. Third Amendment not to exceed: \$145,000.00;
 - e. Fourth Amendment not to exceed: \$320,000.00;
 - f. Fifth Amendment not to exceed: \$350,000.00 and this
 - g. Sixth Amendment not to exceed: \$500,000.00.
3. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
4. If there is a conflict between this Sixth Amendment, the Agreement, and/or the subsequent Amendments, the provisions of this Sixth Amendment shall prevail.

EXECUTION

This Sixth Amendment shall become effective upon execution by County.

FORT BEND COUNTY, TEXAS:

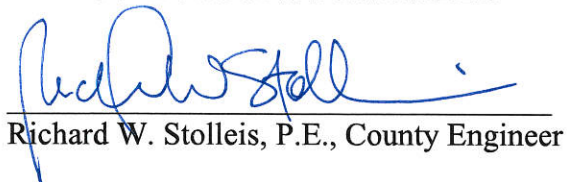
Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED: COUNTY ENGINEER



Richard W. Stolleis, P.E., County Engineer

Date

ENGINEER: KLOTZ ASSOCIATES, INC.



Authorized Agent – Signature

4/13/17

Date

William R. Abbott President

Authorized Agent – Printed Name and Title

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A



1160 Dairy Ashford, Suite 500, Houston, Texas 77079
T 281 589 7257 E email@klotz.com W www.rpsgroup.com | www.klotz.com

April 10, 2017

Mr. Richard Stolleis, PE
Fort Bend County Engineering
301 Jackson Street, 4th Floor
Richmond, Texas 77469

Re: Proposal for Supplemental Services on the 2007 Bond Projects
(PO # 13703)
Klotz Associates Project No.: 0262.014.000

Dear Mr. Stolleis:

We appreciate the opportunity to work with the County as Project Manager on the 2007 Bond Program projects. We have worked hard to be responsive to your needs, but we have expended the fees allocated to us previously and request that additional fee be added to our contract to provide project management, construction phase services, and redesign for the Trammel Fresno (746) and Crabb River Road (X28) projects.

We propose the following scope and fee on a time and material basis:

Crabb River Road Construction Phase Services	\$ 50,000
Crabb River Road Project Management	\$ 50,000
Trammel Fresno SUE Services	\$ 32,000
Trammel Fresno Design Revisions	\$ 368,000
Total Services:	\$ 500,000

If you need additional information, please feel free to call me at 281.589.7257.

Sincerely,

Donald M. Durgin, P.E.
Transportation Practice Manager

DMD

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.

Klotz Associates, Inc. (dba RPS Klotz Associates)
Houston, TX United States

Certificate Number:
2017-191802

Date Filed:
04/12/2017

Date Acknowledged:

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.

PO13703
Supplemental Services on the 2007 Bond Projects

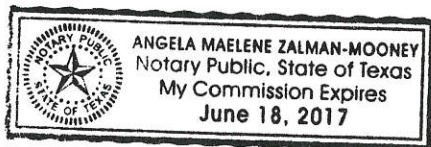
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

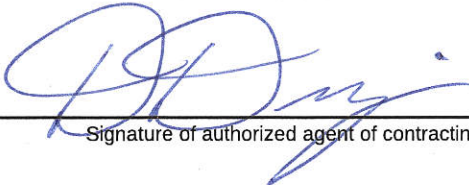


6 AFFIDAVIT

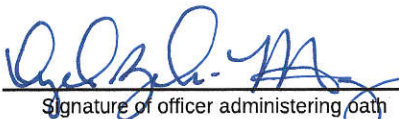
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Don Durgin, this the 13th day of April, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Angela Zalman-Mooney
Printed name of officer administering oath

Administrative Assistant
Title of officer administering oath