

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

EIGHTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

THIS EIGHTH 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, the Third Amendment dated September 1, 2015, the Fourth Amendment dated April 5, 2016, the Fifth Amendment dated December 20, 2016, the Sixth Amendment dated April 25, 2017, and the Seventh Amendment dated December 5, 2017, 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 \$320,000.00 shall be available for additional services as described the Proposal for Supplemental Services dated February 5, 2018 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 \$2,788,269.36, 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;
 - g. Sixth Amendment not to exceed: \$500,000.00;
 - h. Seventh Amendment not to exceed: \$300,000.00; and this
 - i. Eighth Amendment not to exceed: \$320,000.00.

3. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
4. The following provisions are hereby incorporated into the terms of the Agreement as required by Texas Government Code Chapters 2251 and 2270:
 - a. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
 - b. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
5. If there is a conflict between this Eighth Amendment, the Agreement, and/or the subsequent Amendments, the provisions of this Eighth Amendment shall prevail.

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EXECUTION

This Eighth Amendment shall become effective upon execution by County.

FORT BEND COUNTY, TEXAS:

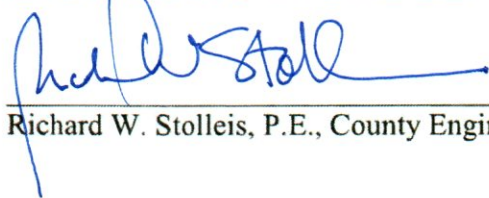
Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED: COUNTY ENGINEER



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

Date

ENGINEER: KLOTZ ASSOCIATES, INC.



Authorized Agent – Signature

2/12/18

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



Formerly Klotz Associates

1160 Dairy Ashford, Suite 500, Houston, Texas 77079
T 281 589 7257 W rpsgroup.com/usa

February 5, 2018

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)

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 redesign for the Trammel Fresno (746) project.

We propose the following scope on a time and materials basis:

Right Turn Lane at Hurricane Lane	\$ 25,000
Ramp Relocation & Extended Limits (The Gap)	\$ 120,000
Signal Modifications (Chimney Rock & Winfield Lakes)	\$ 25,000
Storm Sewer Redesign at Hurricane Lane	\$ 30,000
<u>Extended Time for Project Management</u>	<u>\$ 120,000</u>
Total Services:	\$ 320,000

If you have any questions, please contact me at 281-589-7257.

Sincerely,

Don Durgin, PE
Department Manager

DMD