

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SEVENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

THIS SEVENTH 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 RPS Infrastructure, Inc., formerly known as Klotz Associates, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement on September 2, 2014, (hereinafter “Agreement”) for certain management and administrative support services for the 2013 Mobility Bond Project pursuant to SOQ 14-025; as amended by documents dated May 26, 2015, (hereinafter “Amendment”), August 9, 2016 (hereinafter the “Second Amendment”), November 14, 2017, (hereinafter the “Third Amendment”), April 24, 2018, (hereinafter the “Fourth Amendment”), December 11, 2018, (hereinafter “Fifth Amendment”), and March 27, 2020, (hereinafter the “Sixth Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to include additional project management services.

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

1. Services to be rendered under the Agreement shall be amended to add additional project management services, as described in the Proposal for Seventh Supplemental Services on the 2013 Fort Bend County Bond Projects dated July 31, 2020, attached hereto as Exhibit A, and incorporated herein for all purposes.
2. County shall pay Contractor an additional ninety thousand dollars and no/100 (\$90,000.00), on a time and material basis, for the additional project management services to be rendered under this Seventh Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million seven hundred ninety-seven thousand eight hundred seventy-five dollars and no/100 (\$1,797,875.00), allocated as follows:
 - A. \$630,000.00 under the Agreement
 - B. \$82,875.00 under the Amendment;
 - C. \$295,000.00 under the Second Amendment;
 - D. \$250,000.00 under the Third Amendment;

- E. \$150,000.00 under the Fourth Amendment;
 - F. \$200,000.00 under the Fifth Amendment;
 - G. \$100,000.00 under the Sixth Amendment; and
 - H. \$90,000.00 under this Seventh Amendment.
4. In no case shall the amount paid by County for all Services under the Agreement, any previous amendments and this Seventh Amendment exceed the Maximum Compensation without a written agreement signed by the parties.
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 the subsequent amendments shall remain unchanged.

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FORT BEND COUNTY

RPS INFRASTRUCTURE, INC,
Formerly known as Klotz Associates, Inc.

KP George, County Judge

DocuSigned by:
Lynn Pipkin

Authorized Agent – Signature

Date

Lynn Pipkin, PE
Authorized Agent – Printed Name

ATTEST:

Office Leader - Transport
Title

Laura Richard, County Clerk

9/15/2020
Date

APPROVED:

J. Stacy Slawinski

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

APPROVED AS TO LEGAL FORM:

First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A



Our ref: 006696

575 N. Dairy Ashford
Suite 700
Houston, Texas 77079
T +1 281 589 7257

Date: July 31, 2020

Mr. Stacy Slawinski, PE
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469

Attention: Ike Akinwande, PE

Re: Proposal for 7th supplemental services on the 2013 Mobility Bond Program (PO #117762)

Dear Mr. Akinwande,

We appreciate the opportunity to work with the County as a Project Manager on the 2013 Mobility Bond Program. We have worked hard to provide exceptional service and to be responsive to your needs. We have nearly expended the fees allocated to us previously and request that additional fee be added to our contract.

We propose adding **\$90,000** to our contract on a time and materials basis. We anticipate the following breakdown of additional project management effort:

- **Utility Coordination & Relocation/ Encroachment Agreements (All Projects) \$35,000**
 - Project Manager 175 hrs x \$200 = \$30,000
- **13207 Lake Olympia Segment 1 \$10,000**
 - Project Manager 40 hrs x \$200 = \$8,000
 - Associate Engineer 16 hrs x \$125 = \$7,000
- **13205a Parker Lane Lift Station \$30,000**
 - Department Manager 15 hrs x \$280 = \$4,200
 - Project Manager 75 hrs x \$200 = \$15,000
 - Senior Project Engineer 45 hrs x \$180 = \$8,100
 - Associate Engineer 21.6 hrs x \$125 = \$2,700
- **13218x Sugar Land Howell Trail \$15,000**
 - Project Manager 40 hrs x \$200 = \$8,000
 - Associate Engineer 56 hrs x \$125 = \$7,000

Our ref: 007677

RPS appreciates the opportunity to prepare this proposal for Fort Bend County Engineering and trusts that it meets with your approval. If you have any questions concerning this proposal, please feel free to contact me directly. RPS looks forward to successful projects.

Yours sincerely,
for RPS Group, Inc.



Gabriel Odreman, PE
Associate Project Manager – Transport
Gabriel.Odreman@rpsgroup.com