

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD 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, (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 April 23, 2019, (hereinafter “Agreement”) pursuant to SOQ 14-025, as amended by documents executed on May 5, 2020, (hereinafter “Amendment”) and on September 22, 2020, (hereinafter “Second Amendment”); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

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

1. County shall pay Contractor an additional one hundred two thousand six hundred fifty dollars and 00/100 (\$102,650.00), for additional on-call construction phase and project management services as described in Contractor’s proposal dated December 17, 2020, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed four hundred seventy-two thousand fifty dollars and no/100 (\$472,050.00), authorized as follows:
 - \$200,000.00 under the Agreement;
 - \$100,000.00 under the Amendment;
 - \$69,400.00 under the Second Amendment; and
 - \$102,650.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT

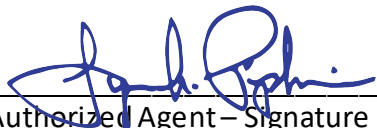
NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR
ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

RPS

KP George, County Judge


Authorized Agent – Signature

Date

Lynn Pipkin, PE
Authorized Agent – Printed Name

ATTEST:

Office Leader - Transport
Title

Laura Richard, County Clerk

1/22/2021
Date

APPROVED:

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, 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: 007846

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

Date: December 17, 2020

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

Attention: Ike Akinwande, PE

Re: Proposal for third supplemental service on the On-Call Construction Phase Services for Trammel Fresno (#746) (PO #177298)

Dear Mr. Akinwande,

We appreciate the opportunity to work with the County as a Project Manager on the On-Call Construction Phase Services and Project Management for the Trammel Fresno project. We have worked hard to provide exceptional service and to be responsive to your needs. We have expended the fees allocated to us previously and would like to ask for an additional fee be added to our contract.

We propose adding **\$102,650** to our contract on a time and materials basis. We anticipate the following breakdown of additional project management effort:

- **Utility Coordination for Right Turn Lane construction** **\$14,700**
 - Project Manager 70 hrs x \$210 = \$14,700
- **Utility Coordination for S Post oak design and construction** **\$14,700**
 - Project Manager 70 hrs x \$210 = \$14,700
- **Coordination Between Agencies for Punch List (TxDOT & FBC)** **\$21,000**
 - Senior Project Manager 70 hrs x \$240 = \$16,800
 - Project Manager 20 hrs x \$210 = \$4,200
- **Right Turn Design Revision on Hurricane/Trammel Fresno (Bid package 1/2)** **\$7,170**
 - Senior Project Manager 3 hrs x \$240 = \$720
 - Project Manager 10 hrs x \$210 = \$2,100
 - Senior Project Engineer 3 hrs x \$180 = \$540
 - Project Engineer 20 hrs x \$150 = \$3,000
 - Associate Engineer (traffic) 3 hrs x \$130 = \$390
 - Senior Designer (CAD Technician) 3 hrs x \$140 = \$420
- **Design for a permanent condition on S Post oak Blvd (Bid package 2/2)** **\$29,030**
 - Senior Project Manager 7 hrs x \$240 = \$1,680
 - Project Manager 70 hrs x \$210 = \$14,700
 - Senior Project Engineer 7 hrs x \$180 = \$1,260
 - Project Engineer 33 hrs x \$150 = \$4,950

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- Associate Engineer (traffic) 42 hrs x \$130 = \$5,460
- Senior Designer (CAD Technician) 7 hrs x \$140 = \$980
- **Construction Phase Services for RTL and S Post Oak packages (3%)** **\$7,050**
 - Senior Project Manager 5 hrs x \$240 = \$1200
 - Project Manager 10 hrs x \$210 = \$2100
 - Project Engineer 25 hrs x \$150 = \$3750
- **Survey for new parcel at S Post oak Blvd (MBCO)** **\$9,000**

RPS appreciates the opportunity to prepare this proposal for Fort Bend County Engineering and hopes 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 a successful project delivery.

Yours sincerely,
for RPS Group, Inc.



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