

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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 RPS Infrastructure, Inc., (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, pursuant to SOQ 14-025 regarding Trammel Fresno, Mobility Bond Project No. 746, as subsequently amended by documents executed on May 5, 2020, (hereinafter “Amendment”), September 22, 2020, (hereinafter “Second Amendment”) and February 2, 2021 (hereinafter “Third Amendment”) and September 7, 2021 (hereinafter “Fourth Amendment”), (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, the parties desire to further amend the Agreement to provide for continued services, to extend the contract term and to increase the total Maximum Compensation for the completion of such additional services.

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

Compensation and Payment.

1. County shall pay Contractor an additional fifty thousand eight hundred dollars and 00/100 cents (\$50,800.00), for additional on-call construction phase and project management services as described in Contractor’s proposal dated January 26, 2023, 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 six hundred twenty-three thousand six hundred forty dollars and 00/100 cents (\$623,640.00), authorized as follows:
 - \$200,000.00 under the Agreement;
 - \$100,000.00 under the Amendment;
 - \$69,400.00 under the Second Amendment;
 - \$102,650.00 under the Third Amendment; and
 - \$100,790.00 under the Fourth Amendment; and
 - \$50,800.00 under this Fifth Amendment.

3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without written agreement executed by both parties.

Time of Performance.

4. The time of performance of the Scope of Services under this Agreement shall be extended to end no later than December 31, 2023. Contractor shall complete the tasked described in the additional Scope of Services within this time or within such additional time as may be extended by the County.

Human Trafficking Statement.

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 subsequently executed amendment shall remain unchanged.

FORT BEND COUNTY

RPS INFRASTRUCTURE, INC.

KP George, County Judge


Authorized Agent – Signature

Date

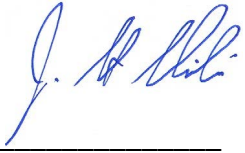
Lynn Pipkin, PE
Authorized Agent – Printed Name

ATTEST:

Transport Leader Houston
Title

Laura Richard, County Clerk

June 7, 2023
Date

APPROVED: 

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

{AUDITOR’S CERTIFICATION FOLLOWS}

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

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EXHIBIT A

Our ref: 007846

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

Date: January 26, 2023

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

Attention: Mr. Ike Akinwande, P.E.

RE: Proposal for Fifth Supplemental Services on the On-Call Construction Phase Services for Trammel Fresno (007846) (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 request an additional fee be added to our contract.

We propose adding **\$50,800** to our contract on a time and materials basis. We anticipate the following breakdown of additional project management effort to redesign due to new utilities found in the area.

Trammel Fresno Redesign at Hurricane Ln (21,800) Utility/ROW Coordination (\$20,000) and Construction Phase Services (\$9,000) \$ 50,800

- Project Manager (design) 100 hrs. x \$210 = \$ 21,000
- Project Manager (utilities/ROW) 80 hrs. x \$210 = \$ 16,800
- Associate Engineer 100 hrs. x \$130 = \$ 13,000

RPS appreciates the opportunity to prepare this proposal for Fort Bend County Engineering and hopes 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 Infrastructure, Inc.



Gabriel Odreman, PE, PMP
Senior Project Manager – Roadway
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