

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

#### FIFTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

**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., 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") and April 24, 2018, (hereinafter the "Fourth 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:

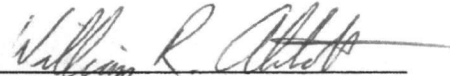
1. Services to be rendered under the Agreement shall be amended to add additional project management services, as described in the Proposal for Fifth Supplemental Services on the 2013 Fort Bend County Bond Projects dated October 24, 2018, attached hereto as Exhibit A, and incorporated herein for all purposes.
2. County shall pay Contractor an additional two hundred thousand dollars and no/100 (\$200,000.00), on a time and material basis, for the additional project management services to be rendered under this Fifth Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million six hundred seven thousand eight hundred seventy-five dollars and no/100 (\$1,607,875.00), 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; and
  - F. \$200,000.00 under this Fifth Amendment.
4. In no case shall the amount paid by County for all Services under the Agreement, any previous amendments and this Fifth Amendment exceed the Maximum Compensation without a written agreement signed by the parties.

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

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

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

  
~~Peter Fearn~~, President, William R. Abbott, P.E.

12-11-2018  
Date

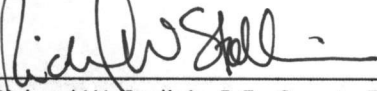
\_\_\_\_\_  
Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:

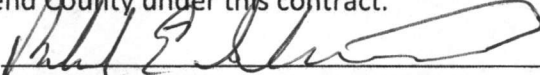
  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

  
First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 1,607,875 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

AS PER ORIGINAL

# EXHIBIT A



Formerly Klotz Associates

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

October 24, 2018

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

**Re: Proposal for fifth supplemental Services on the 2013 Bond Program (PO# 117762, RPS Project Number 006696-0262.016.000)**

Dear Mr. Stolleis,

We appreciate the opportunity to work with the County as a Project Manager on the 2013 Mobility Bond Projects. 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 request that additional fee be added to our contract.

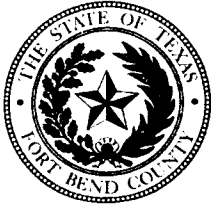
We propose adding \$200,000 to our contract on a time and material basis. We anticipate the following additional effort:

- |  |          |
|--|----------|
| • 13203 Chimney Rock – ROW & Bidding Phases                          | \$40,000 |
| • 13207 Lake Olympia I – ROW & Bidding Phases                        | \$40,000 |
| • 13211 Sugar Land-Howell – WKBID Trail Coordination                 | \$20,000 |
| • 13409 US 90A at SH 99 – Project Management & Railroad Coordination | \$60,000 |
| • 13409 US 90A at SH 99 – Comprehensive Drainage Project Management  | \$40,000 |

Thank you for the opportunity to submit this proposal and we look forward to successful projects. Should you have any questions, please call me at 281-589-7257.

Sincerely,

Donald Durgin, PE  
Department Manager



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

Richard W. Stolleis, P.E.  
County Engineer

## MEMORANDUM

November 20, 2018

**TO: Members of the Commissioners Court**

**RE: RPS Infrastructure, Inc. – Project Management,  
2013 Mobility – Amendment 5**

The total cost of the Amendment is \$200,000. The funding will be transferred from the following projects:

<b>Project No.</b>	<b>Project Name</b>	<b>Amount</b>
13203	Chimney Rock	\$40,000
13207	Lake Olympia Seg. 1	\$40,000
13211	Sugarland-Howell	\$20,000
13409	US 90A at SH 99	\$100,000
<b>Project Management Fee</b>		<b>\$200,000</b>

# 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**

**Certificate Number:**  
 2018-428484

**Date Filed:**  
 11/27/2018

**Date Acknowledged:**  
 12/11/2018

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 RPS Infrastructure Inc.  
 Houston, TX United States

**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.**  
 TBD  
 Fort Bend County Project Management

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 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)