

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**THIRD AMENDMENT TO PROJECT MANAGEMENT AGREEMENT FOR THE
 2017 FORT BEND COUNTY MOBILITY BOND PROGRAM**

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 INFRASTRUCTURE, INC.**, (hereinafter “Project Manager”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program on March 13, 2018, (hereinafter “Agreement”), as amended by documents executed on November 5, 2019, (hereinafter “Amendment”), and May 27, 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 under the Agreement for the completion of such additional services.

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

1. County shall pay Project Manager an additional three hundred thousand seven hundred fifty dollars and no/100 (\$300,750.00), for the Services as described in Project Manager’s Proposal for Supplemental Services dated July 31, 2020, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed one million seven hundred ninety-seven thousand seven hundred fifty dollars and no/100 (\$1,797,750.00), authorized as follows:
 - \$1,000,000.00 under the Agreement;
 - \$187,000.00 under the Amendment;
 - \$310,000.00 under the Second Amendment; and
 - \$300,750.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any amendment thereof exceed the Maximum Compensation without written agreement executed by both parties.
4. BY ACCEPTANCE OF AGREEMENT, PROJECT MANAGER 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.

Third Amendment to Project Management Agreement for the
 2017 Fort Bend County Mobility Bond Program
 Page 1 of 2

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

IN WITNESS WHEREOF, the County and the Project Manager have caused their respective duly authorized representatives to execute, seal and deliver this Amendment, all as of the date signed by the last party hereto.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

10/6/2020

Date

RPS INFRASTRUCTURE, INC



Authorized Agent – Signature

David Balmos, P.E.

Authorized Agent – Printed Name

ATTEST:

Fort Bend County Clerk

Title



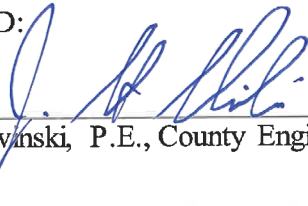
Laura Richard, County Clerk



September 23, 2020

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 \$ 1,797,750.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



Our ref: 007677

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 supplemental services on the 2017 Mobility Bond Program (PO #163936)

Dear Mr. Akinwande,

We appreciate the opportunity to work with the County as a Project Manager on the 2017 Mobility Bond Program. 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 **\$300,750** to our contract on a time and materials basis. We anticipate the following breakdown of additional project management effort to drive projects to bid phase by December 2020:

- **Utility Coordination & Relocation/ Encroachment Agreements (All Projects) \$130,000**
 - Project Manager 500 hrs x \$200 = \$100,000
 - Senior Project Engineer 166.7 hrs x \$180 = \$30,000

- **17201 Lake Olympia Segment 2 \$20,000**
 - Department Manager 10 hrs x \$280 = \$2,800
 - Project Manager 50 hrs x \$200 = \$10,000
 - Senior Project Engineer 30 hrs x \$180 = \$5,400
 - Associate Engineer 14.4 hrs x \$125 = \$1,800

- **17202 Chimney Rock \$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

- **17207 Burney-Old Richmond \$20,000**
 - Department Manager 10 hrs x \$280 = \$2,800
 - Project Manager 50 hrs x \$200 = \$10,000
 - Senior Project Engineer 30 hrs x \$180 = \$5,400
 - Associate Engineer 14.4 hrs x \$125 = \$1,800

Our ref: 007677

•	17211 Belknap Road		\$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	
•	17218x Moore		\$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	
•	17220x Avenue E (between Promenade and Shady Dale)		\$40,750
-	Department Manager	6 hrs x \$280 = \$1,680	
-	Project Manager	50 hrs x \$200 = \$10,000	
-	Senior Project Engineer	1 hrs x \$180 = \$180	
-	Associate Engineer	182 hrs x \$125 = \$22,750	
-	Senior Designer	16 hrs x \$140 = \$2,240	
-	Clerical	9 hrs x \$100 = \$900	
-	Topo (Lump Sum)		\$3,000

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

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:
 2020-670764

Date Filed:
 09/23/2020

Date Acknowledged:
 10/06/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 RPS Infrastructure, Inc. dba RPS
 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 Engineering

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.
 PO #163936
 3rd Amendment for the 2017 Fort Bend County Mobility Bond Program - RPS #007677

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)