



Hundred Ninety Three Thousand Two Hundred Fifty and 00/100 Dollars (\$1,493,250.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

RPS does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that RPS may become entitled to and the total maximum sum that County may become liable to pay to RPS under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Four Hundred Ninety Three Thousand Two Hundred Fifty and 00/100 Dollars (\$1,493,250.00).

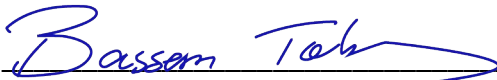
3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, RPS hereby verifies that RPS and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, RPS does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, RPS does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
  - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, RPS does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, RPS ACKNOWLEDGES THAT FORT BEND 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.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this FIRST Amendment shall prevail with regard to the conflict.

**FORT BEND COUNTY, TEXAS**

**RPS INFRASTRUCTURE, INC.**

\_\_\_\_\_  
 KP George, County Judge

  
 \_\_\_\_\_  
 Authorized Agent – Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bassem Talje  
 Authorized Agent- Printed Name

**ATTEST:**

\_\_\_\_\_  
 Director, Business Development & Infrastructure  
 Title

\_\_\_\_\_  
 Laura Richard, County Clerk

\_\_\_\_\_  
 May 17, 2023  
 Date

**APPROVED:**



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

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
 Robert E. Sturdivant,  
 County Auditor

# **EXHIBIT A-1**

(April 6, 2023 Proposal Follows Behind)

**Our ref: 008032**

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

Date: April 6, 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 Amendment #1 Supplemental Services on the 2020 Mobility Bond Program  
(PO #199020)**

Dear Mr. Akinwande:

We appreciate the opportunity to work with the County as a Project Manager on 2020 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 would like to request an additional fee be added to our contract.

We propose adding **\$493,250** to our contract on a time and materials basis. We anticipate the following breakdown of additional project management effort.

•	<b>20225x Evergreen Side Roads</b>		<b>\$48,700</b>
-	Team Leader	20 hrs. x \$300 = \$6,000	
-	Senior Project Manager	75 hrs. x \$270 = \$20,250	
-	Senior Project Engineer	70 hrs. x \$205 = \$14,350	
-	EIT	60 hrs. x \$135 = \$8,100	
•	<b>20201 Lake Olympia Segment 2</b>		<b>\$48,700</b>
-	Team Leader	20 hrs. x \$300 = \$6,000	
-	Senior Project Manager	75 hrs. x \$270 = \$20,250	
-	Senior Project Engineer	70 hrs. x \$205 = \$14,350	
-	EIT	60 hrs. x \$135 = \$8,100	
•	<b>20202 Chimney Rock</b>		<b>\$48,700</b>
-	Team Leader	20 hrs. x \$300 = \$6,000	
-	Senior Project Manager	75 hrs. x \$270 = \$20,250	
-	Senior Project Engineer	70 hrs. x \$205 = \$14,350	
-	EIT	60 hrs. x \$135 = \$8,100	

• <b>20205 Blueridge Road Widening</b>		<b>\$48,700</b>
- Team Leader	20 hrs. x \$300 = \$6,000	
- Senior Project Manager	75 hrs. x \$270 = \$20,250	
- Senior Project Engineer	70 hrs. x \$205 = \$14,350	
- EIT	60 hrs. x \$135 = \$8,100	
• <b>20207 Sienna Ranch</b>		<b>\$7,600</b>
- Team Leader	5 hrs. x \$300 = \$1,500	
- Senior Project Manager	10 hrs. x \$270 = \$2,700	
- Senior Project Engineer	10 hrs. x \$205 = \$2,050	
- EIT	10 hrs. x \$135 = \$1,350	
• <b>20208 Trammel Fresno</b>		<b>\$48,700</b>
- Team Leader	20 hrs. x \$300 = \$6,000	
- Senior Project Manager	75 hrs. x \$270 = \$20,250	
- Senior Project Engineer	70 hrs. x \$205 = \$14,350	
- EIT	60 hrs. x \$135 = \$8,100	
• <b>20209 Watts Plantation</b>		<b>\$48,700</b>
- Team Leader	20 hrs. x \$300 = \$6,000	
- Senior Project Manager	75 hrs. x \$270 = \$20,250	
- Senior Project Engineer	70 hrs. x \$205 = \$14,350	
- EIT	60 hrs. x \$135 = \$8,100	
• <b>20210 Winkelman &amp; Castlegate</b>		<b>\$23,675</b>
- Team Leader	20 hrs. x \$300 = \$6,000	
- Senior Project Manager	75 hrs. x \$270 = \$20,250	
- Senior Project Engineer	70 hrs. x \$205 = \$14,350	
- EIT	60 hrs. x \$135 = \$8,100	
• <b>17218 Moore Rd</b>		<b>\$23,675</b>
- Team Leader	20 hrs. x \$300 = \$6,000	
- Senior Project Manager	75 hrs. x \$270 = \$20,250	
- Senior Project Engineer	70 hrs. x \$205 = \$14,350	
- EIT	60 hrs. x \$135 = \$8,100	
• <b>20219 Fort Bend Parkway</b>		<b>\$48,700</b>
- Team Leader	20 hrs. x \$300 = \$6,000	
- Senior Project Manager	75 hrs. x \$270 = \$20,250	
- Senior Project Engineer	70 hrs. x \$205 = \$14,350	
- EIT	60 hrs. x \$135 = \$8,100	
• <b>20226x California St</b>		<b>\$97,400</b>
- Team Leader	40 hrs. x \$300 = \$12,000	
- Senior Project Manager	150 hrs. x \$270 = \$40,500	
- Senior Project Engineer	140 hrs. x \$205 = \$28,700	
- EIT	120 hrs. x \$135 = \$16,200	

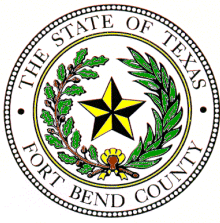
**Our ref: 008032**

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 Infrastructure, Inc.



Gabriel Odreman, PE, PMP  
Project Manager – Roadway  
Gabriel.Odreman@rpsgroup.com  
+1 (281) 902-3501



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## MEMORANDUM

June 1, 2023

**TO: Members of the Commissioners Court**

**RE: RPS – First Amendment  
2020 Mobility**

The total cost of the Amendment is \$493,250. The funding will be transferred from the following projects:

<b>Project No.</b>	<b>Project Name</b>	<b>Amount</b>
20201	Lake Olympia Seg. 2	\$48,700
20205	Blueridge Road	\$48,700
20208	Trammel Fresno	\$48,700
20209	Watts Plantation Road	\$48,700
20210	Winkleman & Castlegate	\$23,675
17218x	Moore Road	\$23,675
20219x	FB Pkwy SB Ramp at Hillcroft	\$48,700
20205	Blueridge Road	\$202,400

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**Project Management Fee                      \$493,250**

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