

2. **Limit of Appropriation.** RPS understands and agrees that the Maximum Compensation payable to RPS for Services rendered under this Agreement is hereby increased to an amount not to exceed Three Million Six Hundred Eighteen Thousand Nine Hundred Ninety and 00/100 Dollars (\$3,618,990.00) authorized as follows:

\$1,000,000.00 under the Agreement
\$187,000.00 under the First Amendment
\$310,000.00 under the Second Amendment
\$300,750.00 under the Third Amendment
\$293,750.00 under the Fourth Amendment
\$399,995.00 under the Fifth Amendment
\$21,100.00 under the Sixth Amendment
\$384,995.00 under the Seventh Amendment
\$399,200.00 under the Eight Amendment
\$322,200.00 under this Ninth Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. RPS clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Million Six Hundred Eighteen Thousand Nine Hundred Ninety and 00/100 Dollars (\$3,618,990.00) 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 Three Million Six Hundred Eighteen Thousand Nine Hundred Ninety and 00/100 Dollars (\$3,618,990.00).

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 Ninth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

RPS INFRASTRUCTURE, INC.

KP George, County Judge

Authorized Agent – Signature



Date

Lynn Pipkin, P.E.
Authorized Agent- Printed Name

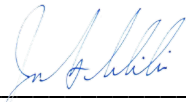
ATTEST:

Transport Leader, Houston
Title

Laura Richard, County Clerk

6/14/2023
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-9

(April 19, 2023 Proposal Follows Behind)

Our ref: 007677

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

Date: April 19, 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 #9 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 2017 Mobility Bond Program. We continue to work hard to provide exceptional service, which includes always striving to improve from our lessons learned. 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 **\$322,200** to our contract on a time and materials basis. We anticipate the following breakdown of additional project management effort.

- **000200 Utility Coord. & Relocation/ Encroachment Agreements (All Projects) \$101,000**
 - Project Manager 200 hrs. x \$250 = \$50,000
 - Senior Project Engineer 150 hrs. x \$205 = \$30,750
 - Associate Engineer 150 hrs. x \$135 = \$20,250
 - Lake Olympia Seg 2 (\$25,000)
 - Update pipeline agreements.
 - GCWA Agreement and plans review
 - Republic Services donation agreement
 - Corp of Engineers Permit
 - Chimney Rock (\$7,000)
 - Coordinate with Center point to provide power to detention pond.
 - GCWA Agreement and plans review
 - Belknap (\$34,500)
 - Coordinate ATT relocation overhead to the new poles.
 - Additional TCEs have been added to the project.
 - Coordinating with MV Church for driveway relocation
 - Interlocal agreement with Harris County

Our ref: 007677

- Moore Rd (\$34,500)
 - All of the utilities are currently waiting on ROW acquisition to be completed before they can start on their relocations. We will need to coordinate with each utility regarding relocations once all the ROW has been completed.
 - Corp of Engineers Permit

•	17201 Lake Olympia Segment 2 (Design)		\$55,100
	- Department Manager	25 hrs. x \$300 = \$7,500	
	- Project Manager	100 hrs. x \$250 = \$25,000	
	- Senior Project Engineer	80 hrs. x \$205 = \$16,400	
	- Associate Engineer	40 hrs. x \$155 = \$6,200	
•	17202 Chimney Rock (Design)		\$55,100
	- Department Manager	25 hrs. x \$300 = \$7,500	
	- Project Manager	100 hrs. x \$250 = \$25,000	
	- Senior Project Engineer	80 hrs. x \$205 = \$16,400	
	- Associate Engineer	40 hrs. x \$155 = \$6,200	
•	17206 Sidewalk Safety Program (Design)		\$55,100
	- Department Manager	25 hrs. x \$300 = \$7,500	
	- Project Manager	100 hrs. x \$250 = \$25,000	
	- Senior Project Engineer	80 hrs. x \$205 = \$16,400	
	- Associate Engineer	40 hrs. x \$155 = \$6,200	
•	17207 Burney-Old Richmond (Design)		\$19,200
	- Department Manager	15 hrs. x \$300 = \$4,500	
	- Project Manager	30 hrs. x \$250 = \$7,500	
	- Senior Project Engineer	20 hrs. x \$205 = \$4,100	
	- Associate Engineer	20 hrs. x \$155 = \$3,100	
•	17218x Moore (Design)		\$36,700
	- Department Manager	15 hrs. x \$300 = \$4,500	
	- Project Manager	100 hrs. x \$250 = \$25,000	
	- Senior Project Engineer	20 hrs. x \$205 = \$4,100	
	- Associate Engineer	20 hrs. x \$155 = \$3,100	

Summary of fee per project (Design + Utility Coord.) = \$322,200

17201 Lake Olympia Segment 2	\$80,100.00
17202 Chimney Rock	\$62,100.00
17206 Sidewalk Safety Program	\$55,100.00
17207 Burney-Old Richmond	\$19,200.00
17211 Belknap Rd	\$34,500.00
17218x Moore	\$71,200.00

Our ref: 007677

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



RPS Infrastructure, Inc.
2022 BILLING RATES

<u>Labor Category</u>	<u>Hourly Rate</u>
Principal	\$330.00
Team Leader	\$300.00
Senior Project Manager	\$270.00
Project Manager	\$250.00
Senior Project Engineer	\$205.00
Senior Designer	\$180.00
Project Engineer	\$150.00
EIT	\$135.00
GIS Technician	\$130.00
CADD Technician	\$120.00
Environmental Manager	\$270.00
Senior Environmental Planner	\$200.00
Environmental Planner	\$160.00
Junior Environmental Planner	\$115.00
Administrative Assistant	\$105.00



RPS Infrastructure, Inc.
2022 REIMBURSABLE EXPENSES

<u>Category</u>	<u>Unit Rate</u>
Plan Sheet Reproduction	
• Commercial B/W	\$0.15 Per Square Foot
• In-House B/W	\$0.25 Per Square Foot
• Color	\$1.75 Per Square Foot
Photocopying	
• Commercial B/W	\$0.20 Per Sheet
• In-House B/W	\$0.12 Per Sheet
• Color 8.5 x 11	\$0.75
• Color 11 x 17	\$1.25
Per-Diem Subsistence	\$65.00 Per Day
Lodging	\$140.00 Per Night
Mileage	58.5 cents Per Mile
Plotting	
• Draft	\$4.00 Per Square Foot
Digital Copy	
Plan Reproduction, Deliveries, Telephone, Parking, and Tolls	At Cost
Subconsultants	Cost + 10%