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TENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

(2017 FBC Mobility Bond Program)

THIS TENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT (“Tenth Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and RPS Infrastructure, Inc. (“RPS”), a corporation duly authorized to conduct business in the state of Texas. County and RPS are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain Project Management Agreement on March 13, 2018 (the “Agreement”) for project management services for the 2017 Fort Bend County Mobility Bond Program; and

WHEREAS, the Agreement was subsequently amended on November 5, 2019 (the “First Amendment”), May 27, 2020 (the “Ninth Amendment”), October 6, 2020 (the “Third Amendment”), February 2, 2021 (the “Fourth Amendment”), June 8, 2021 (the “Fifth Amendment”), September 28, 2021 (the “Sixth Amendment”), December 12, 2021 (the “Seventh Amendment”), and November 22, 2022 (the “Eighth Amendment”), and July 11, 2023 (the “Ninth Amendment”); and

WHEREAS, by execution of this Tenth Amendment, the Parties desire to amend the Agreement to provide for additional services by RPS, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay RPS an additional Two Hundred Ninety-Nine Thousand Four Hundred Twenty and 00/100 Dollars (\$299,420.00) for the performance and completion of additional services as described in RPS's Proposal dated September 1, 2023 (the "Services") attached hereto as Exhibit "A-10" and incorporated by reference for all intents and purposes.

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 Nine Hundred Eighteen Thousand Four Hundred Ten and 00/100 Dollars (\$3,918,410.00) 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 the Ninth Amendment
\$ 299, 420.00 under this Tenth 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 Nine Hundred Eighteen Thousand Four Hundred Ten and 00/100 Dollars (\$3,918,410.00) 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 Nine Hundred Eighteen Thousand Four Hundred Ten and 00/100 Dollars (\$3,918,410.00).

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 Tenth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day the last party executes this Agreement.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

RPS INFRASTRUCTURE, INC.



Authorized Agent – Signature

Lynn Pipkin, PE

Authorized Agent- Printed Name

Transport Leader, Houston

Title

December 14, 2023

Date

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-10

(September 1, 2023 Proposal Follows Behind)

Our ref: 007677

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

Date: September 1, 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 #10 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 **\$299,420.00** to our contract on a time and materials basis. We anticipate the breakdown of additional project management effort as described in the exhibit attached to this letter proposal.

The following describes the tasks pending utility and agreements coordination per project:

- Watts Planation Rd
 - Shipman Cove Development agreement
 - Relocating all utilities when design is complete
- 17206 Sidewalk Safety Program
 - Relocating all utilities when design is complete
- Belknap Rd
 - Coordinate ATT relocation overhead to the new poles
 - Additional TCEs have been added to the project
 - Interlocal agreement with Harris County
- Moore Rd
 - 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.
 - Environmental phase II study coordination

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.

Lynn Pipkin, PE
Houston Office and Transportation Leader
Lynn.Pipkin@rpsgroup.com
+1 (281) 583 7257

2017 Mobility Bond Program - Amendment 10

Program Management

Submitted to: Fort Bend County (Attn: Ike Akinwande)

Contract Type: T&M

Tetra Tech - Confidential and Proprietary

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