STATE OF TEXAS §

COUNTY OF FORT BEND §

#### **ELEVENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT**

(2017 FBC Mobility Bond Program)

THIS ELEVENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT ("Eleventh 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 "Second 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"), November 22, 2022 (the "Eighth Amendment"), July 11, 2023 (the "Ninth Amendment"), and January 9, 2024 (the "Tenth Amendment"); and

WHEREAS, by execution of this Eleventh 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-Eight Thousand and 00/100 Dollars (\$298,000.00) for the performance and completion of additional services as described in RPS's Proposal dated July 29, 2024 (the "Services") attached hereto as Exhibit "A-11" 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 Four Million Two Hundred Sixteen Thousand Four Hundred Ten and 00/100 Dollars (\$4,216,410.00) 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 the Tenth Amendment;
- \$ 298,000.00 under this Eleventh 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 Four Million Two Hundred Sixteen Thousand Four Hundred Ten and 00/100 Dollars (\$4,216,410.00) 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 Four Million Two Hundred Sixteen Thousand Four Hundred Ten and 00/100 Dollars (\$4,216,410.00).

- 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 Eleventh 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	RPS INFRASTRUCTURE, INC.							
KD Coorgo, County Judgo	Authorized Agent Signature							
KP George, County Judge	Authorized Agent – Signature							
	Lynn A. Pipkin, PE							
Date	Authorized Agent- Printed Name							
	Regional Transportation Manager							
ATTEST:	Title							
	September 19, 2024							
Laura Richard, County Clerk	Date							
APPROVED: J. M. Mil.								
J. Stacy Slawinski, P.E., County Engineer								
AUDITO	R'S CERTIFICATE							
I hereby certify that funds are ava	ilable in the amount of \$	to						
accomplish and pay the obligation of Fort Be	end County, Texas under this Agreement.							
	Robert E. Sturdivant,							
	County Auditor							

Services – RPS (DRP 09.13.2024)

I:/2024 Agreements/Engineering/RPS Infrastructure, Inc. (15-Eng-500015-A11)/11th Amendment to Agreement for Project Management

## **EXHIBIT A-11**

(July 29, 2024 Proposal Follows Behind)



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

Our ref: 007677

Date: July 29, 2024

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 #11 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 **\$298,000.00** 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 finalizing design, coordinating utility relocation, and stakeholder communications for agreements, and coordination per project. A price proposal is attached showing the breakdown for each project.

- 17210 Watts Planation Rd
  - Development agreement.
  - Relocating all utilities when design is complete.
  - Oversee design completion from 30% to 100%.
  - Coordinate with Fort Bend Drainage District, and developers for drainage solution for the project.
- 17206 Sidewalk Safety Program
  - Relocating all utilities when design is complete.

#### Our ref: 007677

- Coordinate transition from Gooden Engineers to AKV on design of Trammel Fresno and 5<sup>th</sup> Street.
- Oversee design completion from 95% to 100%.
- Coordinate with Contech for pedestrian bridge.
- 17207 Burney-Old Richmond
  - Coordination during construction until December 2024.
  - Proceed with project closeout.
- 17218x 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
- 17211 Belknap Rd
  - Coordinate ATT relocation overhead to the new poles.
  - Additional TCEs have been added to the project.
  - Interlocal agreement with Harris County.

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 Senior Project Manager gabriel.odreman@rpsgroup.com +1 (281) 902-3501



### **RPS Infrastructure, Inc.**

### **2022 BILLING RATES**

Labor Category	<b>Hourly Rate</b>
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

Drice Drenesal	Revisio	n Date:															Price Summary / Totals						
Price Proposal	Jul 29, 2										bor Pla					Fees for Inception to Date Efforts thru Apr 28, 2024 Task Pricing Totals						3,755,508	
									9 Resource										298,000				
2017 Mobility Bond Program					Bill Rate >	330.00	300.00	270.00	250.00	250.00	135.00	150.00	250.00	105.00	Specify Add'l Fees on Setup						0		
•									$\longrightarrow$			$\longrightarrow$	$\longrightarrow$	$\longrightarrow$		Technology Use Fee							
						Proj Area >		$\perp$	$\vdash$	$\longrightarrow$			<u> </u>		igsquare	Fee Reduction for Billing Generated over Cap						(135,055	
Program Management							Ш						ldot	oxed		Total Price						162,945	
Submitted to: Fort Bend County (Attn: Ike Akinwande)									$+ \overline{1}$						$\dashv$	Pricing by Resource							
						Total Labor Hrs	rincipal	eam Leader	W Js.	Wa	M	<b>5</b>	roject Egineer	M	Clerical		Tricing by Resource						
		Schedule		Days	Days											Labor Rate Esc.	Labor	Subs	Travo	I Mat'ls & Equip	ODCs	Task Pricing	
Project Phases / Tasks	From	Thru	Months	Work	Work	1,505	25	50	200	200	125	275	300	110	220	2.28%	298,000	-	-	- Iviat is & Equip	-	298,000	
17210 Watts Plantation	01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,605	-	-	-	-	59,605	
17206 Sidewalk Safety Program	01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,605	-	-	-	-	59,605	
17207 Burney-Old Richmond	01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,605	-	-	-	-	59,605	
17218x Moore Rd	01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,605	-	-	-	-	59,605	
17211 Belknap Rd (Utility Coord/Agreements)	01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,580	-	-	-	-	59,580	
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Page 1 of 1 Printed 7/30/2024