

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 Two Million Four Hundred Seventy Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$2,476,850.00) 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 Two Million Four Hundred Seventy Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$2,476,850.00).

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 Third 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

Bassem Talje
Authorized Agent- Printed Name

ATTEST:

Director, Business Development & Infrastructure
Title

Laura Richard, County Clerk

September 19, 2024
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-3

(August 12, 2024 Proposal Follows Behind)



Our ref: 008032

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

Date: August 12, 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 #3 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 **\$490,000.00** 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.

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.
2023 BILLING RATES

| <u>Labor Category</u> | <u>Hourly Rate</u> |
|-------------------------------|---------------------------|
| Director | \$475.00 |
| Principal | \$370.00 |
| Team Leader | \$330.00 |
| Senior Project Manager | \$300.00 |
| Project Manager | \$265.00 |
| Senior Project Engineer | \$220.00 |
| Senior Designer | \$185.00 |
| Project Engineer | \$180.00 |
| EIT | \$150.00 |
| GIS Technician | \$140.00 |
| Senior Transportation Planner | \$175.00 |
| Transportation Planner | \$145.00 |
| CADD Technician | \$130.00 |
| Environmental Manager | \$270.00 |
| Senior Environmental Planner | \$220.00 |
| Environmental Planner | \$175.00 |
| Junior Environmental Planner | \$125.00 |
| Administrative Assistant | \$115.00 |

Price Proposal

Revision Date:
Jul 29, 2024

2020 Mobility Bond Program Amendment #3

Program Management

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

Proj Area >

Labor Plan

9 Resource

Total Price 490,000.00

Pricing by Resource

| Project Phases / Tasks | Schedule | | | Work Days Off | Work Days | Total Labor Hrs | Principal | Team Leader | Sr PM | PM | PM | Clerical | EIT | Project Engineer | PM | Labor | Subs | Travel | Mat'ls & Equip | ODCs | Task Pricing Totals |
|-------------------------------|----------|----------|--------|---------------|-----------|-----------------|-----------|-------------|-------|-----|-----|----------|-----|------------------|-----|------------|------|--------|----------------|------|---------------------|
| | From | Thru | Months | | | | | | | | | | | | | | | | | | |
| | | | | | | 2,389 | 28 | 28 | 350 | 350 | 115 | 400 | 500 | 500 | 119 | 490,095.00 | - | - | - | - | 490,000.00 |
| 20225x Evergreen Side Roads | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 237 | 3 | 3 | 35 | 35 | 10 | 40 | 50 | 50 | 11 | 48,407.50 | | | | | 48,407.50 |
| 20201 Lake Olympia 2 | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 238 | 3 | 3 | 35 | 35 | 10 | 40 | 50 | 50 | 12 | 48,805.00 | | | | | 48,805.00 |
| 20202 Chimney Rock | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 239 | 3 | 3 | 35 | 35 | 11 | 40 | 50 | 50 | 12 | 48,937.50 | | | | | 48,937.50 |
| 20205 Blueridge Road Widening | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 240 | 3 | 3 | 35 | 35 | 12 | 40 | 50 | 50 | 12 | 49,335.00 | | | | | 49,335.00 |
| 20207 Sienna Ranch | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 240 | 3 | 3 | 35 | 35 | 12 | 40 | 50 | 50 | 12 | 49,335.00 | | | | | 49,335.00 |
| 20208 Trammel Fresno | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 240 | 3 | 3 | 35 | 35 | 12 | 40 | 50 | 50 | 12 | 49,335.00 | | | | | 49,335.00 |
| 20209 Watts Plantation | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 240 | 3 | 3 | 35 | 35 | 12 | 40 | 50 | 50 | 12 | 49,335.00 | | | | | 49,335.00 |
| 20210 Winkleman & Castlegate | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 240 | 3 | 3 | 35 | 35 | 12 | 40 | 50 | 50 | 12 | 49,335.00 | | | | | 49,335.00 |
| 20219 Fort Bend Parkway | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 238 | 2 | 2 | 35 | 35 | 12 | 40 | 50 | 50 | 12 | 48,635.00 | | | | | 48,635.00 |
| 20226x California St | 09/15/24 | 12/31/25 | 15.2 | 34 | 304 | 238 | 2 | 2 | 35 | 35 | 12 | 40 | 50 | 50 | 12 | 48,635.00 | | | | | 48,635.00 |
| Totals | 09/15/24 | 12/31/25 | 15.2 | | | 2,389 | 28 | 28 | 350 | 350 | 115 | 400 | 500 | 500 | 119 | 490,095.00 | - | - | - | - | 490,000.00 |