

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. CONSULTANT 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 \$179,540.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

CONSULTANT does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that CONSULTANT may become entitled to and the total maximum sum that County may become liable to pay to CONSULTANT under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$179,540.00.

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, CONSULTANT hereby verifies that CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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.
7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS

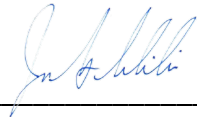
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

RPS INFRASTRUCTURE, INC.



Authorized Agent – Signature

Lynn A. Pipkin, P.E.

Authorized Agent- Printed Name

Regional Transportation Manager

Title

February 6, 2025

Date

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

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EXHIBIT A-1

(Scope of Work Follows Behind)

Our ref: 200-646941-24001

575 N. Dairy Ashford
Suite 700
Houston, Texas 77079

Date: December 10, 2024

Fort Bend County
301 Jackson Street, Suite 400
Richmond, TX 77469

**Subject: Melanie Lane Improvements – Project No. 20229x
Additional Survey Proposal – Amendment 1**

Dear Mr. Akinwande,

Thank you for the opportunity to submit RPS Infrastructure's proposal for providing additional professional engineering services for Melanie Lane in Fort Bend County, Texas. This proposal for topographic survey and metes & bounds for a new drainage easement off Melanie Lane includes a detailed estimate from the subconsultant (attached).

PROJECT SCHEDULE

RPS Infrastructure will commence work upon receipt of signed authorization from the Client and will be completed within thirty (30) business days.

SUMMARY OF COST (LUMP SUM)

The estimated cost for Amendment 1 is **\$20,185.00**. The summary of cost for providing services described is shown below.

Task	Method of Compensation	Amount
Additional Subconsultant Services	Lump Sum	\$18,185.00
Additional PM Coordination	Lump Sum	\$ 2,000.00
Total Adjusted Contract Amount	Lump Sum	\$20,185.00

If approved, this would bring the original agreement signed on 2/27/2024 from \$159,355.00 to \$179,540.00.

In closing, we appreciate the opportunity to provide this proposal and are available at your convenience to answer any questions.

Yours sincerely,
for RPS Infrastructure, Inc.



Gabriel Odreman, PE, PMP
Senior Project Manager
gabriel.odreman@rpsgroup.com
+1 (281) 902-3501

PROPOSAL FOR LAND SURVEYING SERVICES

December 3, 2024

Jonathan Griffin, P.E.
Senior Project Manager
RPS Infrastructure, Inc.
575 N. Dairy Ashford, Suite 700
Houston, TX 77079

Ref: Request for topographic survey and a metes & bounds for a new drainage easement in Fort Bend County, Texas.

Mr. Griffin:

MBCO is pleased to submit this proposal for professional surveying services for the scope provided by RPS in an email dated 10-25-2024, which will consist of a topographic survey of off Melanie Ln and preparation of a drainage easement metes & bounds and exhibit.

CONTROL

- MBCO will utilize the existing project primary control and set new secondary control as needed.
- No new control maps will be completed per this proposal.

BOUNDARY SURVEY

- MBCO will prepare a metes & bounds and exhibit for a drainage easement out of two lots which will connect drainage from Melanie Ln to drainage ditch as shown on Exhibit "A" of this proposal.
- No Boundary corners will be set at easement corners.



CATEGORY 6 CONDITION I TOPOGRAPHIC SURVEY

MBCO will collect survey data along two parcels east of Melanie Ln as shown on Exhibit "A" of this proposal to include but not limited to:

- Locate all visible above-ground improvements within the project area, including but not limited to natural ground elevations, roadside ditches, all structures, edge of paving and gravel, manholes, inlets, fences, gates, culverts, curb and gutter, driveways, above ground utilities etc.
- Topographic data of the existing drainage ditch 50' upstream and downstream of the proposed centerline of the drainage easement.
- Cross-sections will include high bank, toe of slope, grade breaks, edge of water, center line, berms, erosion areas, rock rip/rap and brush and tree lines.
- Ornamental individual trees 4" will be shown all natural wooded areas will be shown outlined as woods edge.
- MBCO will prepare two (2) ROE letters to request access to the needed properties. If ROE is not granted through the return of the ROE letter or access is not granted the day of the survey it is the responsibility of RPS/Tetra Tech and/or Fort Bend County to provide MBCO survey crews access to the site to complete the survey

MBCO ASSUMPTIONS:

- This proposal is based solely and exclusively on the best interpretation of the scope as provided by RPS/Tetra Tech and as shown on Exhibits "A", attached. Any changes to the project location, area, or scope will significantly impact costs and fees and will require a new cost proposal.
- MBCO will not enter yards/properties over or through locked gates or fences.
- MBCO will not survey yards/properties with animals that are not restrained.
- MBCO cannot control the weather and cannot be held responsible for delays in schedule due to inclement weather.
- MBCO survey field crews must be given access to properties on a timely basis. This proposal makes no allowance for return trips because of access issues. MBCO will need access to parcels on the day of survey. Return trips will incur additional charges.
- MBCO will work tasks in the most efficient manner possible, requests to do tasks out of order may lengthen the schedule timeline and add additional cost.

DELIVERABLES:

- Microstation .dgn of the topographic survey.
- .xml surface file
- Signed and sealed topographic survey in .pdf format.
- Signed and sealed metes and bounds description and exhibit of drainage the easement.

- Metes and bounds description in .doc format for recordation purposes.
- Point File in the standard ASCII (P,N,E,Z,D) format.

SCHEDULE:

MBCO will complete the above-described scope of services within thirty (30) business days from receiving the signed notice-to-proceed.

LUMP SUM COMPENSATION:

Total Lump Sum Survey Fee \$ 18,185.00

The above-mentioned surveying services is a Lump Sum Fee, which will be billed at project completion or percent completion at the end of every month for the duration of the project, to be paid in full within 30 days of invoice date.

This cost proposal is valid for 30 days from the date of the proposal and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions, you may reach me at Jeff.Ketchum@mbcoengineering.com.

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Ketchum", with a stylized flourish at the end.

Jeff Ketchum
Survey Project Coordinator

Exhibit "A"
Survey Area Outlined In Red



**FORT BEND COUNTY
2024 PROGRAM MANAGEMENT RATES**

CLASSIFICATION	Rate
<u>Engineer</u>	
Principal	\$ 350.00
Vice President / Department Manager	\$ 330.00
Team Leader	\$ 320.00
Program Manager	\$ 300.00
Quality Manager	\$ 220.00
Sr. Project Manager	\$ 300.00
Project Manager	\$ 265.00
Assistant Project Manager	\$ 225.00
Sr. Bridge Engineer	\$ 288.00
Bridge Engineer	\$ 175.00
Sr. Transportation / Traffic Engineer	\$ 275.00
Transportation / Traffic Engineer	\$ 190.00
Sr. Project Engineer	\$ 235.00
Project Engineer	\$ 190.00
Field Engineer	\$ 175.00
Engineer Technician	\$ 148.00
Graduate Engineer/EIT I	\$ 130.00
EIT II	\$ 140.00
<u>Enviromental</u>	
Env Manager	\$ 265.00
Sr. Env Planner	\$ 210.00
Sr. Evn Scientiest	\$ 300.00
Project Env Scientist	\$ 170.00
Staff Evn Scientist	\$ 140.00
Env Planner	\$ 160.00
Jr. Env Planner	\$ 120.00

<u>Construction / Inspector</u>	
Construction Manager	\$ 225.00
Structural Inspector	\$ 145.00
Sr. Inspector III	\$ 150.00
Inspector II	\$ 128.00
Inspector I	\$ 95.00
<u>Utility</u>	
Sr. Utility Engineer	\$ 210.00
Utility Engineer	\$ 160.00
Sr. Utility Coordinator	\$ 175.00
Utility Coordinator	\$ 150.00
Sr. Utility Field Inspector	\$ 110.00
Utility Field Inspector	\$ 85.00
<u>CADD</u>	
Sr. CADD/Designer	\$ 165.00
CADD/Designer	\$ 145.00
CADD/Technician	\$ 120.00
<u>GIS</u>	
GIS Director	\$ 215.00
GIS Database Manager	\$ 175.00
GIS Manager	\$ 160.00
GIS Analyst	\$ 120.00
<u>Admin / Coordinator</u>	
Project Coordinator 1	\$ 100.00
Project Coordinator 2	\$ 120.00
Project Coordinator 3	\$ 140.00
Sr. Admin	\$ 110.00
Admin	\$ 100.00
Operations / Clerical	\$ 135.00

<u>Survey</u>	
Registered Professional Land Surveyor	\$ 190.00
Survey Manager	\$ 350.00
Project Surveyor	\$ 290.00
S.I.T. Survey Technician	\$ 135.00
4-Person Survey Crew	\$ 350.00
3-Person Survey Crew	\$ 310.00
2-Person Survey Crew	\$ 195.00
<u>Other</u>	
Sr. Transportation Planner	\$ 190.00
Transportation Planner	\$ 145.00
Design Visualization Manager	\$ 240.00
Sr. 3D Visualization Technologist	\$ 180.00
3D Visualization Technologist	\$ 145.00
3D Modeler	\$ 120.00