

STATE OF TEXAS

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TWELFTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

THIS TWELFTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT ("Twelfth Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and RPS Infrastructure, Inc. ("CONTRACTOR") a Texas corporation. County and CONTRACTOR are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement for Project Management Services on March 13, 2018 (the "Agreement") for certain projects under the 2017 Fort Bend County Mobility Bond Project; 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 October 9, 2024 (the “Eleventh Amendment”); and

WHEREAS, by execution of this Twelfth Amendment, the Parties desire to amend the Agreement to provide for additional services by CONTRACTOR, 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 CONTRACTOR an additional Three Hundred Eighteen Thousand Five Hundred Seventy-Five and 00/100 Dollars (\$318,575.00) for the performance and completion of additional services as described in CONTRACTOR's proposal dated December 17, 2024 (the "Services") attached hereto as Exhibit "A-12" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** CONTRACTOR understands and agrees that the Maximum Compensation payable to CONTRACTOR for Services rendered under this Agreement is hereby increased to an amount not to exceed Four Million Five Hundred Thirty-Four

Thousand Nine Hundred Eighty Five and 00/100 Dollars (\$4,534,985.00) 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 the Eleventh Amendment;
- \$ 318,575.00 under this Twelfth Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. CONTRACTOR 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 Five Hundred Thirty Four Thousand Nine Hundred Eighty Five and 00/100 Dollars (\$4,534,985.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

CONTRACTOR does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that CONTRACTOR may become entitled to and the total maximum sum that County may become liable to pay to CONTRACTOR under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Four Million Five Hundred Thirty Four Thousand Nine Hundred Eighty Five and 00/100 Dollars (\$4,534,985.00).

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, CONTRACTOR hereby verifies that CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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 TWELFTH Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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, PE

Authorized Agent- Printed Name

Chief Engineer / Southeast Regional Manager
Title

March 18, 2025

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-12

(December 17, 2024 Proposal Follows Behind)

Our ref: 007677

Date: December 17, 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 #12 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 **\$318,575.00** 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 Road**
 - 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.
 - Coordinate with AKV on design of Trammel Fresno and 5th Street.
 - Oversee bid and construction process.
 - Coordinate with Contech for pedestrian bridge.
- **17207 Burney-Old Richmond**
 - Coordination during construction until 2025.
 - Proceed with project closeout.
- **17218x Moore Rd**
 - Coordinate with property owners to relocate items in the public ROW.
 - 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 CNP agreement for easement crossing.
 - Construction coordination.
 - 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.



John Friedman, PE
Operations Manager
john.friedman@tetrattech.com
+1 (512) 579-3320

**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

