STATE OF TEXAS §

COUNTY OF FORT BEND §

# FOURTH AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND RPS INFRASTRUCTURE, INC. FOR PROFESSIONAL ENGINEERING SERVICES

(2020 Mobility Bond Project)

THIS FOURTH AMENDMENT ("Third 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 agreement on April 7, 2021 (the "Agreement") for Professional Engineering Services for certain projects under the 2020 Mobility Bond Project; and

WHEREAS, the Agreement was subsequently amended on June 13, 2023 (the "First Amendment") and January 23, 2024 (the "Second Amendment") and October 4, 2024 (the "Third Amendment"); and

WHEREAS, by execution of this Fourth 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, extend the Time of Performance under the Agreement, 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 Four Hundred Ninety-Eight Thousand Seven Hundred and 00/100 Dollars (\$498,700.00) for the performance and completion of additional services as described in RPS's Proposal dated January 30, 2025 (the "Services") attached hereto as Exhibit "A-4" 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 Two Million Nine Hundred Seventy-Five Thousand Five Hundred Fifty and 00/100 Dollars (\$2,975,550.00) authorized as follows:

\$1,000,000.00 under the Agreement;

- \$ 493,250.00 under the First Amendment;
- \$ 493,600.00 under the Second Amendment;
- \$ 490,000.00 under the Third Amendment;
- \$ 498,700.00 under this Fourth 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 Two Million Nine Hundred Seventy-Five Thousand Five Hundred Fifty and 00/100 Dollars (\$2,975,550.00) 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 Nine Hundred Seventy-Five Thousand Five Hundred Fifty and 00/100 Dollars (\$2,975,550.00).

- 3. **Time of Performance.** The Time of Performance under the Agreement shall extend to end no later than December 31, 2027.
- 4. **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.
- 5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
- 6. **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.
- 7. **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 Fourth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS	RPS INFRASTRUCTURE, INC.								
KP George, County Judge	Dassem Toh  Authorized Agent – Signature								
	-								
	Bassem Talje								
Date	Authorized Agent- Printed Name								
	Business Development Director								
ATTEST:	Title								
	April 18, 2025								
Laura Richard, County Clerk	Date								
APPROVED:									
J. Stacy Slawinski, P.E., County Engineer									
AUDITOR	R'S CERTIFICATE								
I hereby certify that funds are avai accomplish and pay the obligation of Fort Be									
· · · · ·	-								
	Robert E. Sturdivant,								
	County Auditor								

### **EXHIBIT A-4**

(January 30, 2025 Proposal Follows Behind)



Our ref: 008032

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

Date: January 30, 2025

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 #4 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 **\$498,700.00** 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 original expiration date for this program is December 31, 2025. We would like to request a time extension for the program through December 31, 2027.

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

#### FORT BEND COUNTY 2024 PROGRAM MANAGEMENT RATES

CLASSIFICATION	Rate
<b>Engineer</b>	
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
<b>Enviromental</b>	
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

Construction / Inspector	
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
Admin / Coordinator	
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

Price Proposal	Revision Date:	Revision Date:													Price Summary / Totals							
Price Proposai	Jan 30, 2025										bor Pla				ITD Revenue							
										11	Resource	9			Task Pricing Totals 498,700.00							
2020 Mobility Bond Program Amendment #4																						
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Program Management Proj Area																				1	Total Price	\$498,700.00
Submitted to: Fort Bend County (Attn: Ike Akinwa	ande)																					·
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Contract Type: T&M							er	Manage			s/Cleı	ginee				ordin						
contract Type: Talvi			Ι.,	Ι.,	Total	- Ja	Leade	E .			tions	t En				.t Co						Task Pricing
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Project Phases / Tasks	From Thru	Months	┪╬╙	Work	2,508	28	28	350	250	115	399	450	119	<u>□</u> 250	120	400	0.00%	496,700	Subs	2,000 -	ODCs	\$498,700.00
•		+		_													0.00%		-		_	
20225x Evergreen Side Roads	09/15/24 12/31/25		34	304	248	3	3		25	10	39	45	11	25		40		48,942.50		200.00		49,142.50
20201 Lake Olympia 2	09/15/24 12/31/25		34	304	250	3	3		25	10	40	45	12	25		40		49,475.00		200.00		49,675.00
20202 Chimney Rock	09/15/24 12/31/25		34	304	251	3	3		25	11	40	45	12	25		40		49,607.50		200.00		49,807.50
20205 Blueridge Road Widening 20207 Sienna Ranch	09/15/24 12/31/25 09/15/24 12/31/25		34	304	252 252	3	3		25	12	40	45 45	12 12	25 25	12	40		50,005.00 50,005.00		200.00		50,205.00 50,205.00
20207 Sienna Kanch 20208 Trammel Fresno	09/15/24 12/31/25		34	304 304	252	3	3		25 25	12	40 40	45	12	25		40 40		50,005.00		200.00		50,205.00
20208 Trammer Presno 20209 Watts Plantation	09/15/24 12/31/25		34	304	252	3	3		25	12	40	45	12	25		40		50,005.00		200.00		50,205.00
20210 Winkleman & Castlegate	09/15/24 12/31/25		34	304	252	3	3		25	12	40	45	12	25		40		50,005.00		200.00		50,205.00
20219 Fort Bend Parkway	09/15/24 12/31/25		34	304	250	2	2		25	12	40	45	12	25	12	40		49,325.00		200.00		49,525.00
20226x California St	09/15/24 12/31/25	_	34	304	250	2	2		25	12	40	45	12	25	12	40		49,325.00		200.00		49,525.00
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Tot	als 09/15/24 12/31/25	15.2			2,508	28	28	350	250	115	399	450	119	250	120	400	0.00%	496,700.00	-	2,000 -	-	\$498,700.00