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(RPS Infrastructure, Inc.- 2013 Mobility Bond Project, SOQ 14-025)

THIS THIRTEENTH AMENDMENT (“Thirteenth 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 Agreement on September 2, 2014, (hereinafter "Agreement") for certain management and administrative support services for the 2013 Mobility Bond Project pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on May 26, 2015, (the “First Amendment”), August 9, 2016 (the “Second Amendment”), November 14, 2017 (the “Third Amendment”), April 24, 2018 (the “Fourth Amendment”), December 11, 2018 (the “Fifth Amendment”), March 27, 2020 (the “Sixth Amendment”), October 6, 2020 (the “Seventh Amendment”), June 22, 2021, (“Eighth Amendment”), March 1, 2022 (“Ninth Amendment”), December 6, 2022 (“Tenth Amendment”), June 13, 2023 (“Eleventh Amendment”); and June 11, 2024 (“Twelfth Amendment”); and

WHEREAS, by execution of this Thirteenth 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 and modified as follows:

1. **Scope of Services.** County shall pay Contractor an additional Thirty Thousand and 00/100 Dollars (\$30,000.00) for the performance and completion of additional services as described in Contractor's Proposal dated August 28, 2024 (hereinafter, the "Services") attached hereto as Exhibit "A-13" 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 Two Million Seventy-Nine Thousand Seventy-Five and 00/100 Dollars (\$2,079,075.00) authorized as follows:

\$630,000.00 under the Agreement;
\$ 82,875.00 under the First Amendment;
\$295,000.00 under the Second Amendment;
\$250,000.00 under the Third Amendment;
\$150,000.00 under the Fourth Amendment;
\$200,000.00 under the Fifth Amendment;
\$100,000.00 under the Sixth Amendment;
\$ 90,000.00 under the Seventh Amendment;
\$100,000.00 under the Eight Amendment;
\$ 84,200.00 under the Ninth Amendment;
\$ 0 under the Tenth Amendment;
\$ 67,000.00 under the Eleventh Amendment;
\$ 0 under the Twelfth Amendment; and
\$ 30,000.00 under this Thirteenth 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 Two Million Seventy-Nine Thousand Seventy-Five and 00/100 Dollars (\$2,079,075.00) 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 Two Million Seventy-Nine Thousand Seventy-Five and 00/100 Dollars (\$2,079,075.00).

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, as amended, 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 Thirteenth 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

June 16, 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-13

(August 28, 2024 Proposal follows behind)

Our ref: 006696

Date: August 28, 2024

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

Mr. Stacy Slawinski, PE
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469

Attention: Ike Akinwande, PE

Re: Proposal for 13th Supplemental Services on the 2013 Mobility Bond Program (PO #117762)

Dear Mr. Akinwande,

We appreciate the opportunity to work with the County as a Project Manager on the 2013 Mobility Bond Program. We have worked hard to provide exceptional service and to be responsive to your needs. We have nearly expended the fees allocated to us previously and request that additional fee be added to our contract.

We propose adding **\$30,000** to our contract on a time and materials basis. These funds will be used to finalize construction and complete project close out on both projects. See the attached price proposal for a breakdown of additional project management effort:

- **13219x Packer Lane Lift Station** (Finalize construction and project close-out) **\$15,000**
- **13409 US 90A at SH 99** (Finalize construction and project close-out) **\$15,000**

RPS appreciates the opportunity to prepare this proposal for Fort Bend County Engineering and trusts 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 successful projects.

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
<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

