

3. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Five Hundred Twenty-Five Thousand and 00/100 Dollars (\$525,000.00) authorized as follows:

\$25,000.00 under the Agreement; and
\$100,000.00 under the First Amendment; and
\$200,000.00 under the Second Amendment; and
\$200,000.00 under this Third Amendment.

In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$525,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, 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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$525,000.00.

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, 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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS THIRD AMENDMENT, 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.
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 Third Amendment shall prevail with regard to the conflict.
8. **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 Third Amendment 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}

FORT BEND COUNTY, TEXAS

RPS INFRASTRUCTURE, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Kevin J. Hoffman, PE
Authorized Agent- Printed Name


ATTEST:

Regional Director of Transportation
Title

Laura Richard, County Clerk

December 24, 2025
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 the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A-3

(Follows Behind)

Our ref: 200-RPS008138



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

Date: October 23, 2025

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

RE: Proposal for Expansion of Five Frontage Road Projects on SH 99 – Amendment 3

Dear Mr. Slawinski:

We appreciate the opportunity to work with the County as Coordination Project Manager on the five additional frontage road expansion projects on SH 99 from FM 1093 to IH-10 associated with the Fort Bend County's 2020 Mobility Bond, Project No. 20317x. It is understood that Fort Bend County would like RPS to continue the corridor-wide coordination with Fort Bend County, and on behalf of Fort Bend County with TxDOT.

At this time, our current budget allocations should be sufficient to sustain project activities through February of 2026. However, beyond that point, additional funding will be necessary to maintain project momentum and ensure timely completion.

Per our previous discussions, attached is a proposal for additional funds to be added to our current agreement.

Scope of Services

- Coordination / Review of Drainage Trunkline design for each frontage road segment and overseeing Drainage Study modifications done by Woolpert.
- Progress updates on the five 2020 Fort Bend County Mobility Bond frontage road projects to TxDOT.
- Attend meetings per segment for coordination and plan design updates.
- Invoice / Progress Report of Project Management for each segment on a monthly basis.
- Develop an overall signing schematic for TxDOT review and approval.
- Modifications of the existing construction plans (change orders) due to changes being proposed by the five new frontage road projects schematic as needed.
- Modification of existing construction plans (change orders) to changes being proposed by the bridge widening or ramp reversals.
- Continue to manage the ProjectWise side of the projects.

Fee

The Engineer will perform the above additional Scope of Services for **\$200,000.00** on a time and materials basis using rates attached in Exhibit A.

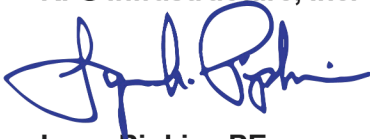
CONTRACT	AMOUNT
Original Agreement signed 10/26/2021	\$25,000.00
Amendment 1 signed 10/9/2024	\$100,000.00
Amendment 2 signed 8/26/2025	\$200,000.00
Amendment 3	\$200,000.00
AGREEMENT TOTAL	\$525,000.00

Under the Amendment #2 agreement, the end date was extended to December 31, 2026. TxDOT has pushed the letting date back to March 31, 2027. RPS would like to request a time extension through **December 31, 2027**, to cover the five frontage road TxDOT Letting dates.

RPS appreciates the opportunity to prepare this proposal for Fort Bend County 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,

RPS Infrastructure, Inc.



Lynn Pipkin, PE

Chief Engineer / Southeast Regional Manager

Lynn.pipkin@tetrattech.com

+1 (281) 902-3504

CC: Mr. Ike Akinwande, PE

Coordination PM for Fort Bend County with TxDOT on SH 99 Frontage Road project.
Submitted to: Fort Bend County (Attn: Ike Akinwande)

Contract Type: T&M

Project Phases / Tasks	Schedule			Total Labor Hrs	Proj Area >
	From	Thru	Months		
1. Project Management (\$23k)	02/27/25	12/31/25	10.1	952	
2. Amendment 1 (\$100k)	04/01/25	12/31/26	20.6		
3. Amendment 2 (\$200k)	04/01/25	12/31/27	20.6		
4. Amendment 3 (\$200k)	04/01/26	12/31/27	20.6		
5. Expenses (\$2k)					
Totals	02/27/25	12/31/27	33.6	952	

Labor Plan	12 Resource												Task Pricing Totals		Task Pricing Totals					
	Program Manager (Kym Pflin)	Department Manager (Bassim Taleb)	Team Leader (Sammy Chen)	Sr. PM (Jonathan Griffin)	PM (Bambo Nguyen)	PM (Zeena Said)	PM (Cody Baha)	Sr. Project Engineer (Tang Ho)	Project Engineer (Rahul Pathav)	ETI II (Ahmad Zawi)	ETI II (Mohamad Talib)	Operations / Clerical (Diana Bederch)	Labor Base Esc	Labor	Subs	Travel Mat's & Equip	ODCs	Technology Use Fee	Total Price	Total Price
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**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