

STATE OF TEXAS §
COUNTY OF FORT BEND §

ELEVENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT

(2017 FBC Mobility Bond Program)

THIS ELEVENTH AMENDMENT TO PROJECT MANAGEMENT AGREEMENT (“Eleventh 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 Project Management Agreement on March 13, 2018 (the “Agreement”) for project management services for the 2017 Fort Bend County Mobility Bond Program; 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

WHEREAS, by execution of this Eleventh 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, 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 Two Hundred Ninety-Eight Thousand and 00/100 Dollars (\$298,000.00) for the performance and completion of additional services as described in RPS's Proposal dated July 29, 2024 (the "Services") attached hereto as Exhibit "A-11" 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 Four Million Two Hundred Sixteen Thousand Four Hundred Ten and 00/100 Dollars (\$4,216,410.00) 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 this Eleventh 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 Four Million Two Hundred Sixteen Thousand Four Hundred Ten and 00/100 Dollars (\$4,216,410.00) 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 Four Million Two Hundred Sixteen Thousand Four Hundred Ten and 00/100 Dollars (\$4,216,410.00).

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, 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.
- 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, 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.
 - 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 Eleventh Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day the last party executes this Agreement.

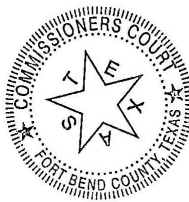
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

October 9, 2024
Date
Approved by Commissioners Court on 10/8/2024

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED:

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

RPS INFRASTRUCTURE, INC.

Lynn A. Pipkin
Authorized Agent – Signature

Lynn A. Pipkin, PE
Authorized Agent- Printed Name

Regional Transportation Manager

Title

September 19, 2024
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$4,216,410.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

EXHIBIT A-11

(July 29, 2024 Proposal Follows Behind)

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

Our ref: 007677

Date: July 29, 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 #11 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 **\$298,000.00** 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 Rd
 - 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.

Our ref: 007677

- Coordinate transition from Gooden Engineers to AKV on design of Trammel Fresno and 5th Street.
- Oversee design completion from 95% to 100%.
- Coordinate with Contech for pedestrian bridge.
- 17207 Burney-Old Richmond
 - Coordination during construction until December 2024.
 - Proceed with project closeout.
- 17218x Moore Rd
 - 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 ATT relocation overhead to the new poles.
 - Additional TCEs have been added to the project.
 - 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.

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

RPS Infrastructure, Inc.**2022 BILLING RATES**

<u>Labor Category</u>	<u>Hourly Rate</u>
Principal	\$330.00
Team Leader	\$300.00
Senior Project Manager	\$270.00
Project Manager	\$250.00
Senior Project Engineer	\$205.00
Senior Designer	\$180.00
Project Engineer	\$150.00
EIT	\$135.00
GIS Technician	\$130.00
CADD Technician	\$120.00
Environmental Manager	\$270.00
Senior Environmental Planner	\$200.00
Environmental Planner	\$160.00
Junior Environmental Planner	\$115.00
Administrative Assistant	\$105.00

Price Proposal							Revision Date: Jul 29, 2024		Labor Plan										Price Summary / Totals										
2017 Mobility Bond Program							Bill Rate >		9 Resource										Fees for Inception to Date Efforts thru Apr 28, 2024					3,755,508					
																			Task Pricing Totals					298,000					
							Proj Area >												Specify Add'l Fees on Setup					0					
																			Technology Use Fee										
Program Management																	Fee Reduction for Billing Generated over Cap					(135,055)							
Submitted to: Fort Bend County (Attn: Ike Akinwande)																	Total Price					162,945							
Project Phases / Tasks							Schedule			Work Days Off	Work Days	Total Labor Hrs	Principal	Team Leader	Sr PM	PM	PM	EIT	Project Engineer	PM	Clerical	Pricing by Resource							
							From	Thru	Months													Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals	
17210 Watts Plantation							01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.28%	298,000	-	-	-	-	-	59,605
17206 Sidewalk Safety Program							01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,605	-	-	-	-	-	59,605
17207 Burney-Old Richmond							01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,605	-	-	-	-	-	59,605
17218x Moore Rd							01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,605	-	-	-	-	-	59,605
17211 Belknap Rd (Utility Coord/Agreements)							01/27/24	12/31/25	22.7	51	452	301	5	10	40	40	25	55	60	22	44	2.33%	59,580	-	-	-	-	-	59,580

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RPS Infrastructure, Inc.
Houston, TX United States

Certificate Number:
2024-1216660

Date Filed:
09/19/2024

Date Acknowledged:
10/08/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

PO #163936
2017 Mobility Bond Program Amendment #11

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)