



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 One Million Nine Hundred Eighty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,986,850.00) 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 One Million Nine Hundred Eighty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,986,850.00).

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 SECOND Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

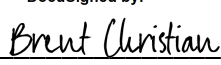
**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**

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

**RPS INFRASTRUCTURE, INC.**

DocuSigned by:  
  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Brent Chrisitan, P.E.  
Authorized Agent- Printed Name

\_\_\_\_\_  
Executive Director, Infrastructure  
Title

\_\_\_\_\_  
Jan 10, 2024  
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-2**

(September 1, 2023 Proposal Follows Behind)



**Our ref: 008032**

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

Date: September 1, 2023

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 #2 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 **\$493,600.00** 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.

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.

A handwritten signature in blue ink, appearing to read 'Lynn Pipkin', is written over the typed name.

Lynn Pipkin, PE  
Houston Office and Transportation Leader  
[Lynn.Pipkin@rpsgroup.com](mailto:Lynn.Pipkin@rpsgroup.com)  
+1 (281) 583 7257

[illegible]



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

<b><u>Labor Category</u></b>	<b><u>Hourly Rate</u></b>
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





## RPS Infrastructure, Inc.

### 2022 REIMBURSABLE EXPENSES

<u>Category</u>	<u>Unit Rate</u>
Plan Sheet Reproduction	
• Commercial B/W	\$0.15 Per Square Foot
• In-House B/W	\$0.25 Per Square Foot
• Color	\$1.75 Per Square Foot
Photocopying	
• Commercial B/W	\$0.20 Per Sheet
• In-House B/W	\$0.12 Per Sheet
• Color 8.5 x 11	\$0.75
• Color 11 x 17	\$1.25
Plotting	
Draft	\$4.00 Per Square Foot
Digital Copy	
Plan Reproduction, Deliveries, Telephone,	At Cost
• Subconsultants	At Cost

Lodging, Per Diem and Mileage paid in accordance to the FBC Travel Guide