



\$87,640.00	under the Agreement;
\$24,670.00	under the First Amendment; and
\$ 9,800.00	under this Second Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Twenty-Two Thousand One Hundred Ten and 00/100 dollars (\$122,110.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Twenty-Two Thousand One Hundred Ten and 00/100 dollars (\$122,110.00).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **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 Amendment shall prevail with regard to the conflict.

**{Remainder of Page Intentionally Left Blank}**

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

**RPS INFRASTRUCTURE, INC.**

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

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Kevin J. Hoffman  
\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

Regional Director of Transportation  
\_\_\_\_\_  
Title

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

8/14/2024  
\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
Darren McCarthy, Parks and Recreation Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-2: RPS Infrastructure, Inc.'s Proposal Letter dated May 13, 2024

i:\agreements\2024 agreements\parks\rps infrastructure, inc. (21-parks-100589-a2)\2nd amendment to agreement for professional engineering services -- sundial park (drp 07.25.24).docx

# EXHIBIT A-2



Our ref: 008076

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

Date: May 13, 2024

Mr. Darren McCarthy, CPRP, CPSI  
Fort Bend County - Parks and Recreation Director  
5855 Sienna Springs Way  
Missouri City, Texas 77459

Attention: Ms. Gwendolyn F. Climmons, J.D.

**Subject: Proposal for Sundial Park - Amendment 2 Extended Construction Phase Services**

Dear Ms. Climmons,

RPS appreciates the opportunity to provide Fort Bend County Engineering with this proposal for additional funds for the above project. Based on the current progress of the project, these additional services will enable the team to close out the project with current anticipated final completion date in mid-June. This will expand Task 3 – Bidding and Construction Phase services in the original agreement dated April 27, 2021.

**ADDITIONAL FEES**

Below are the additional items proposed for Task 3 b. under each category. The fees for each new item are outlined below and will be billed on a Time & Materials (T&M) basis:

**Task 3 – Bidding & Construction Phase**

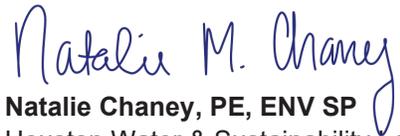
**b. Construction Phase Services (assumes a construction duration to extend to mid-June 2024)**

i. Extended Engineering CPS Services	\$8,400
ii. Extended Landscape Architecture CPS Services	\$1,200
iii. Additional Travel Expenses	\$200
<b>Additional CPS Services Total =</b>	<b>\$9,800</b>

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this important project.

If you have any questions or need additional information, please do not hesitate to call Gabriel Odreman, P.E., or me at your convenience.

Yours sincerely,  
for RPS Infrastructure, Inc.



**Natalie Chaney, PE, ENV SP**  
Houston Water & Sustainability Lead  
natalie.chaney@rpsgroup.com  
+1 281 902 3575

NC:ng