STATE OF TEXAS §

COUNTY OF FORT BEND §

## SECOND AMENDMENT TO AGREEMENT FOR COORDINATION PROJECT MANAGEMENT SERVICES

(Grand Parkway TxDOT Coordination—Project No. 20317x)

THIS SECOND AMENDMENT ("Second 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 corporation duly authorized to conduct business in the state of Texas. 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 Coordination Project Management Services on October 26, 2021 (the "Agreement") for the frontage road expansion project on SH 99 from 1093 and IH-10; and

WHEREAS, the Agreement was subsequently amended on October 9, 2024 (the "First Amendment"); and

WHEREAS, by execution of this Second 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, to extend the time for performance, 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 Contractor an additional Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the performance and completion of additional services provided in the Contractor's Proposal attached hereto as Exhibit "A-2" (the "Services") and incorporated by reference for all intents and purposes.
- 2. **Time for Performance.** Time for Performance for the Services under this Second Amendment shall begin with Contractor's receipt of Notice to Proceed and shall end no later than 11:59 p.m. on December 31, 2026. Contractor shall complete the Services within this time or within such additional time as may be extended in writing by County.

3. **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 Three Hundred Twenty-Five Thousand and 00/100 Dollars (\$325,000.00) authorized as follows:

\$25,000.00 under the Agreement; and \$100,000.00 under the First Amendment; and \$200,000.00 under this Second 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. Contractor 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 \$325,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor 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 Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$325,000.00.

- 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, 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.
- 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 SECOND AMENDMENT, 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.
- 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 Second 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 Second 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}

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FORT BEND COUNTY, TEXAS	RPS INFRASTRUCTURE, INC.	
	Jah Rhi	
KP George, County Judge	Authorized Agent – Signature	
	Lynn A. Pipkin, PE	
Date	Authorized Agent- Printed Name	
	Chief Engineer / Southeast Regional Manager	
ATTEST:	Title	
	August 11, 2025	
Laura Richard, County Clerk	Date	
APPROVED:		
J. Stacy Slawinski/P.E., County Engineer	ineer	
ΔΙΙΝΙΤΟΒ'9	S CERTIFICATE	
I hereby certify that funds are availa accomplish and pay the obligation of the Fort I		
decomplish and pay the obligation of the Forti	seria county ander this Agreement.	
	Robert E. Sturdivant, County Auditor	

### **EXHIBIT A-2**

(Follows Behind)

Our ref: 200-RPS008138



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

Date: March 21, 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 2

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. 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	\$200,000.00
AGREEMENT TOTAL	\$325,000.00

Under the original agreement, the end date is listed as December 31, 2025. RPS would like to request a time extension through December 31, 2026 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@tetratech.com

+1 (281) 902-3504

CC: Mr. Ike Akinwande, PE

rpsgroup.com Page 2

# FORT BEND COUNTY 2024 PROGRAM MANAGEMENT RATES

CLASSIFICATION	Rate
<b>Engineer</b>	
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

Construction / Inspector	
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
Admin / Coordinator	
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

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

Date: March 21, 2025

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CC: Mr. Ike Akinwande, PE

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