

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIFTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Amendment”) is entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, and RPS INFRASTRUCTURE, INC. (“Engineer”), a company authorized to conduct business in the State of Texas. County and Engineer are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on April 7, 2021 (the “Agreement”) for certain projects under Fort Bend County Mobility Bond Project No. 2020; and

WHEREAS, the Agreement was amended on June 13, 2023 (“First Amendment”), January 23, 2024 (“Second Amendment”), October 4, 2024 (“Third Amendment”), May 13, 2025 (“Fourth Amendment”); and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement with respect to one or more matters, which may include extending the time for performance, providing for additional services by Engineer, or increasing the total Maximum Compensation, and further desire to ratify and confirm all the terms and conditions 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. The term “Engineer” in this Amendment, whether appearing in the Agreement or in any prior amendments and regardless of the name previously used to identify Engineer, shall mean RPS INFRASTRUCTURE, INC..
2. **Amendment to Time for Performance:** The Time for Performance for the Services provided by Engineer under the Agreement is hereby not amended, and the existing Time for Performance remains in full force and effect.
Engineer shall complete the Services within the applicable time period or within such additional time as may be extended in writing by County.
3. **Amendment to Scope of Services.** The Scope of Services under the Agreement is hereby amended to include the additional services provided in “**Exhibit A-5**”,

attached hereto and incorporated herein for all purposes. Engineer shall perform all additional services set forth in the attached exhibit in accordance with the standards, requirements, and conditions of the Agreement, as amended. Except as expressly modified by this Amendment, all terms and obligations relating to the Scope of Services under the Agreement shall remain in full force and effect.

4. **Amendment to Maximum Compensation.** The Parties hereby amend the Agreement to increase the Maximum Compensation to account for the extension of time for performance and/or additional services authorized under this Amendment. County shall pay Engineer an additional \$499,310.00. The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased to an amount not to exceed \$3,474,860.00 authorized as follows:

\$1,000,000.00	under the Agreement
\$493,250.00	under the First Amendment
\$493,600.00	under the Second Amendment
\$490,000.00	under the Third Amendment
\$498,700.00	under the Fourth Amendment
\$499,310.00	Under this Fifth Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 \$3,474,860.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$3,474,860.00.

5. **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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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.
6. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
7. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, AS AMENDED, ENGINEER 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.
8. **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.
9. **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 Agreement 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

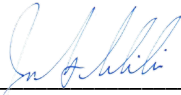
KP George, County Judge

Date

ATTEST:

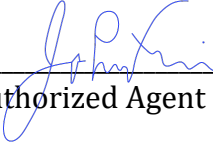
Laura Richard, County Clerk

APPROVED:



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

RPS INFRASTRUCTURE, INC.



Authorized Agent – Signature

John Friedman, PE

Authorized Agent – Printed Name

Vice President

Title

12/03/2025

Date

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-5

Our ref: 008032

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

Date: October 22, 2025

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 #5 Supplemental Services on the 2020 Mobility Bond Program (PO #199020)

Dear Mr. Akinwande:

We appreciate the opportunity to work with the County as a Program Manager on 2020 Mobility Bond Program. I am writing to formally request additional funding to support the ongoing projects under the 2020 Mobility Bond Program. As you are aware, this program is critical to enhancing transportation infrastructure and improving mobility across our community.

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

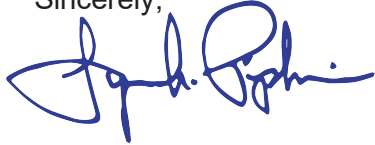
To address these needs, we have conducted a thorough review and identified a requirement for additional funds totaling **\$499,310** to our contract on a time and materials basis. We anticipate the breakdown of additional project management effort as described in the Price Proposal exhibit attached to this letter proposal. This support will allow us to uphold quality standards and deliver the promised benefits to our community without delay.

CONTRACT	AMOUNT
Original Agreement	\$1,000,000.00
Amendment 1	\$493,250.00
Amendment 2	\$493,600.00
Amendment 3	\$490,000.00
Amendment 4	\$498,700.00
Amendment 5	\$499,310.00
AGREEMENT TOTAL	\$3,474,860.00


Our ref: 008032

Thank you for your attention to this matter and for your continued support of the 2020 Mobility Bond Program. We look forward to your positive consideration and are available to discuss this request at your earliest convenience.

Sincerely,



Lynn A. Pipkin, PE
Chief Engineer / Southeast Regional Manager
lynn.pipkin@tetrattech.com
+1 (281) 902-3504

 Price Proposal							Labor Plan 10 Resource										Price Summary / Totals													
2020 Mobility Bond Program Amendment #5 <i>Program Management</i> Submitted to: Fort Bend County (Attn: Ike Akinwande) Contract Type: T&M							Proj Area >										Task Pricing Totals 499,310		Specify Add'l Fees on Setup 0											
																	Total Price \$499,310		Total Price \$499,310											
Project Phases / Tasks							Schedule			Total Labor Hrs		Pricing by Resource										Task Pricing Totals								
							From	Thru	Months	Work Days Off	Work Days		Principal (Lynn Pipelin)	Program Manager (Jonathan Griffin)	Project Manager (Cody Bathe)	Project Manager (Sandy Cantner)	Assistant Project Manager (Zeena Sniad)	Senior Project Engineer (Yang He)	Project Engineer (Yvonne Younis)	EIT I (Kavner Williams)	EIT II (Alfredo Franco)	Operations/Clerical (Diana Diederich)	Labor Rate Esc.	Labor	Subs	Travel	Mat'ls & Equip	ODCs		
Totals							12/31/25	12/31/26	11.8		26	235	2,240	66	520	120	120	400	64	400	210	210	130	0.00%	\$497,990	-	\$1,320	-	-	\$499,310
20201 Lake Olympia 2							12/31/25	12/31/26	11.8		26	235	462	15	120	25	25	80	12	80	40	40	25		\$104,695		\$220			\$104,915
20202 Chimney Rock							12/31/25	12/31/26	11.8		26	235	419	12	80	25	25	80	12	80	40	40	25		\$91,645		\$220			\$91,865
20210 Winkleman & Castlegate							12/31/25	12/31/26	11.8		26	235	239	6	60	10	10	40	8	40	25	25	15		\$52,655		\$220			\$52,875
20219 Fort Bend Parkway (Sound Wall)							12/31/25	12/31/26	11.8		26	235	239	6	60	10	10	40	8	40	25	25	15		\$52,655		\$220			\$52,875
20226x California Street							12/31/25	12/31/26	11.8		26	235	419	12	80	25	25	80	12	80	40	40	25		\$91,645		\$220			\$91,865
20232x Traffic Signal Kitty Hollow/SH6							12/31/25	12/31/26	11.8		26	235	462	15	120	25	25	80	12	80	40	40	25		\$104,695		\$220			\$104,915

**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