

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

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

**THIS SECOND AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and RPS Infrastructure, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on May 3, 2022, (hereinafter “Agreement”) pursuant to SOQ 14-025; and the Amendment to Agreement for Professional Engineering Services on February 28, 2023 (hereinafter “First Amendment”), and both the Agreement and the First Amendment are incorporated fully by reference as if set forth verbatim below; and

WHEREAS, the parties desire to amend the Agreement for additional professional engineering services to be provided and increase the total Maximum Compensation for such additional services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Consultant an additional sixty-one thousand five hundred sixty dollars and 00/100 (\$61,560.00) for the additional professional engineering services as described in Consultant’s proposal dated April 17, 2023 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for Services rendered is hereby increased to an amount not to exceed five hundred twelve thousand eight hundred fifty dollars and 88/100 (\$512,850.88), authorized as follows:
  - \$398,665.00 under the Agreement; and
  - \$52,625.88 under the First Amendment; and
  - \$61,560.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the First Amendment, and this Second Amendment exceed the Maximum Compensation without further written agreement executed by the parties.

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Second Amendment to Agreement for Professional Engineer Services

Mobility Bond Program – Project No. 17211

Page 1 of 3

4. BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE 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.

Except as provided herein, all terms and conditions of the Agreement and the First Amendment shall remain unchanged.

(Execution Page Follows)

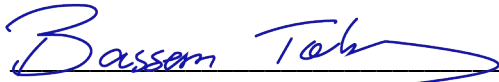
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

RPS INFRASTRUCTURE, INC.

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

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

June 13, 2023  
Date

Bassem Talje  
Authorized Agent – Printed Name

ATTEST:



Director, Business Dev. & Infrastructure  
Title

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

May 17, 2023  
Date

APPROVED:



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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 512,850.88 to accomplish and pay the obligation of Fort Bend County under this contract.


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

Exhibit A: Consultant's proposal dated April 17, 2023

# EXHIBIT A

**Our ref: 008169**

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

Date: April 17, 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 Second Supplemental Services on Belknap Project 17211 (008169) (PO #212779)**

Dear Mr. Akinwande:

We appreciate the opportunity to work with the County as a Design Engineer for the 17211 Belknap Project. We continue to work hard to provide exceptional service, which includes always striving to improve from our lessons learned. We would like to request additional funding to our contract on the explanations described below:

- The original contracted scope included completing the unfinished plans from the previous consultant EJES, from 70% to 100% completion, for a four-lane full boulevard section. Due to ROW constraints that prevented suitable driveway grades, the project scope changed to three lanes roadway section with no median, resulting in a complete redesign. Consequently, the amount of man hour effort increased significantly.
- The trail system that connects to the road and goes underneath the bridge must be redesigned due to the reasons explain in the item above. This increases the amount of modeling for retaining walls and trails, along with the grading to the channel slopes.
- Driveway modeling had to be redesigned as well, to match the new roadway profile.
- The Temporary Construction Easements (TCEs), to accommodate driveway slopes to max 6% per criteria (entering driveway properties), must also be redone since the previous ones lost validity due to the reason in item one above.
- Coordination with CNP easements for drainage access to the channel for maintenance and previously agreed driveway locations must be revised with CNP staff.

We propose adding **\$61,560.00** to our contract on a lump sum basis. We anticipate the following breakdown of additional effort to complete design modifications due to scope change on the project. This proposal also adds additional funds to our construction phase services.

Our ref: 007846

<b>Task</b>	<b>Method of Compensation</b>	<b>Amount</b>
Task 1 – Roadway Evaluation and Re-Design	Lump Sum	\$0.00
Task 2 – Bid and Construction Phase Services	T&M	\$20,000.00
Task 3 – Drainage Evaluation and Re-Design	Lump Sum	\$0.00
Task 4 – Bridge Crossing Impact Analysis	Lump Sum	\$0.00
Task 5 – Bridge sheets Revision	Lump Sum	\$0.00
Task 6 – Traffic Signal Re-design (NEW) IDC	Lump Sum	\$0.00
Task 7 – Survey at W. Belfort (NEW) MBCO	Lump Sum	\$0.00
Task 8 – Design at W. Belfort (NEW) RPS	Lump Sum	\$0.00
NEW - Task 9 – Amendment Two, Three Lane	Lump Sum	\$41,560.00
Total Estimated Cost		\$61,560.00

Breakdown per man hour:

**Task 2 – Amendment Two, 3 Lane Roadway Design - RPS** **\$ 41,560**

- Project Manager (design) 40 hrs. x \$210 = \$ 8,400
- Project Manager (TCEs / CNP / Utilities) 40 hrs. x \$210 = \$ 8,400
- Associate Engineer 100 hrs. x \$130 = \$ 13,000
- CAD Manager 80 hrs. x \$147 = \$ 11,760

**Task 9 – Amendment Two, Three Lane Roadway Design - RPS** **\$ 20,000**

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 – Roadway  
Gabriel.Odreman@rpsgroup.com  
+1 (281) 902-3501

# 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**

Certificate Number:  
2023-1021882

Date Filed:  
05/17/2023

Date Acknowledged:  
06/13/2023

**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

**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.**  
212779  
2nd Amendment Services for 17211 Belknap Project

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)