

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND           §

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
 SUNDIAL PARK**

**THIS FIRST AMENDMENT** (“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. County and Consultant are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

**WHEREAS**, on or about April 27, 2021, the Parties executed and accepted that certain *Agreement for Professional Engineering Services Sundial Park* (hereinafter “Agreement”) which is incorporated by reference as if set forth herein verbatim; and

**WHEREAS**, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Contractor, to increase the Total Maximum Compensation for completion of such services, extend the time of performance, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

**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 Consultant an additional Twenty Four Thousand Six Hundred Seventy and 00/100 dollars (\$24,670.00) for the performance and completion of additional services as described in Consultant’s Proposal Letter dated October 10, 2023 (the “Services”) attached hereto as Exhibit “A-1” and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed One Hundred Twelve Thousand Three Hundred Ten and 00/100 dollars (\$112,310.00), authorized as follows:

\$87,640.00	under the Agreement
\$24,670.00	under this Amendment
<b>TOTAL</b>	<b>\$112,310.00</b>

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 Twelve Thousand Three Hundred Ten and 00/100 dollars (\$112,310.00) 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 Twelve Thousand Three Hundred Ten and 00/100 dollars (\$112,310.00).

3. **Time of Performance.** The Parties hereby agree to extend the Time of Performance under the Agreement to end no later than December 31, 2024. Consultant shall complete the tasks described in the Scope of Services and in Exhibit "A-1" attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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

*KP George*

KP George, County Judge

12.19.2023

Date



ATTEST:

*Laura Richard*

Laura Richard, County Clerk

RPS INFRASTRUCTURE, INC.

*Kevin J. Hoffman*

Authorized Agent – Signature

Kevin J. Hoffman

Authorized Agent- Printed Name

Director Transportation Business Unit

Title

11/22/2023

Date

APPROVED:

*Darren McCarthy*

Darren McCarthy, Parks and Recreation Director

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 112,310.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

Exhibit A-1: RPS Infrastructure, Inc.'s Proposal Letter dated October 10, 2023

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# EXHIBIT A-1

Our ref: 008076

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

Date: October 10, 2023  
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 1 Expanded 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. It is our understanding that the Client desires to 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**

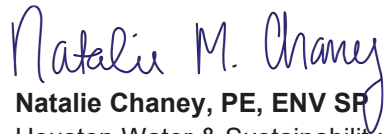
**b. Limited Construction Phase Services (assumes 8-month construction duration)**

i. Pre-Con Meeting	
- Prepare agenda and meeting minutes	\$1,060
ii. Submittals	
- Logging and coordinating all submittals	\$1,540
iii. RFIs	
- Logging and coordinating all RFIs	\$1,250
- Review & process change orders	\$2,350
- Review monthly pay estimates	\$3,250
- Coordinate and document 8 monthly progress meetings	\$6,780
iv. Field Visits and Meetings	\$2,385
- Additional field visits (4) and meeting (1)	\$3,345
- Prepare documentation for each visit	
v. Substantial Completion (no additional services requested)	-
vi. Final Inspection	
- Prepare final documentation	\$2,060
vii. Additional Travel Expenses	\$650
<b>Additional CPS Services Total = \$24,670</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

# 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**

**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

**Certificate Number:**  
 2023-1098492

**Date Filed:**  
 11/28/2023

**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

**Date Acknowledged:**  
 12/19/2023

**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.**  
 21-Parks-100589-A1  
 Engineering Services Sundial Park

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)