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**SECOND AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND
RPS INFRASTRUCTURE, INC. FOR PROFESSIONAL ENGINEERING SERVICES**
(2020 Mobility Bond Project)

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. (“RPS”), a corporation duly authorized to conduct business in the state of Texas. County and RPS are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on April 7, 2021 (the “Agreement”) for Professional Engineering Services for certain projects under the 2020 Mobility Bond Project; and

WHEREAS, the Agreement was subsequently amended on June 13, 2023 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by RPS, to increase the total Maximum Compensation for the completion of such services, 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 RPS an additional Four Hundred Ninety Three Thousand Six Hundred and 00/100 Dollars (\$493,600.00) for the performance and completion of additional services as described in RPS's Proposal dated September 1, 2023 (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** RPS understands and agrees that the Maximum Compensation payable to RPS for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Nine Hundred Eighty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,986,850.00) authorized as follows:

\$1,000,000.00 under the Agreement
\$493,250.00 under the First Amendment
\$493,600.00 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. RPS 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 One Million Nine Hundred Eighty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,986,850.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

RPS does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that RPS may become entitled to and the total maximum sum that County may become liable to pay to RPS under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Nine Hundred Eighty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$1,986,850.00).

3. **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, RPS hereby verifies that RPS 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, RPS 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, RPS 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, RPS 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.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, RPS 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.
6. **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.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

1.23.24
Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

APPROVED:

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

RPS INFRASTRUCTURE, INC.

DocuSigned by:
Brent Christian
Authorized Agent – Signature

Brent Chrisitan, P.E.
Authorized Agent- Printed Name

Executive Director, Infrastructure
Title

Jan 10, 2024
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,986,850.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

EXHIBIT A-2

(September 1, 2023 Proposal Follows Behind)



Our ref: 008032

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

Date: September 1, 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 Amendment #2 Supplemental Services on the 2020 Mobility Bond Program
(PO #199020)**

Dear Mr. Akinwande:

We appreciate the opportunity to work with the County as a Project Manager on 2020 Mobility Bond Program. We have worked hard to provide exceptional service and to be responsive to your needs. We have expended the fees allocated to us previously and would like to request an additional fee be added to our contract.

We propose adding **\$493,600.00** to our contract on a time and materials basis. We anticipate the breakdown of additional project management effort as described in the exhibit attached to this letter proposal.

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.

A handwritten signature in blue ink, appearing to read 'Lynn Pipkin', is written over a faint, larger version of the same signature.

Lynn Pipkin, PE
Houston Office and Transportation Leader
Lynn.Pipkin@rpsgroup.com
+1 (281) 583 7257

**RPS Infrastructure, Inc.****2022 BILLING RATES**

<u>Labor Category</u>	<u>Hourly Rate</u>
Principal	\$330.00
Team Leader	\$300.00
Senior Project Manager	\$270.00
Project Manager	\$250.00
Senior Project Engineer	\$205.00
Senior Designer	\$180.00
Project Engineer	\$150.00
EIT	\$135.00
GIS Technician	\$130.00
CADD Technician	\$120.00
Environmental Manager	\$270.00
Senior Environmental Planner	\$200.00
Environmental Planner	\$160.00
Junior Environmental Planner	\$115.00
Administrative Assistant	\$105.00



RPS Infrastructure, Inc.

2022 REIMBURSABLE EXPENSES

<u>Category</u>	<u>Unit Rate</u>
Plan Sheet Reproduction	
• Commercial B/W	\$0.15 Per Square Foot
• In-House B/W	\$0.25 Per Square Foot
• Color	\$1.75 Per Square Foot
Photocopying	
• Commercial B/W	\$0.20 Per Sheet
• In-House B/W	\$0.12 Per Sheet
• Color 8.5 x 11	\$0.75
• Color 11 x 17	\$1.25
Plotting	
Draft	\$4.00 Per Square Foot
Digital Copy	
Plan Reproduction, Deliveries, Telephone,	At Cost
• Subconsultants	At Cost

Lodging, Per Diem and Mileage paid in accordance to the FBC Travel Guide

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:
2024-1110341

Date Filed:
01/09/2024

Date Acknowledged:
01/23/2024

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.

199020
2nd Amendment to 2020 Mobility Bond 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)