

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

THIS SECOND AMENDMENT (“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. 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;

WHEREAS, the Agreement was subsequently amended by document on or about December 19, 2023 ("First Amendment"); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide additional services by Consultant, to increase the Total Maximum Compensation for completion of such services, 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 Nine Thousand Eight Hundred and 00/100 dollars (\$9,800.00) for the performance and completion of additional services as described in Consultant’s Proposal Letter dated May 13, 2024 (the “Services”) attached hereto as Exhibit “A-2” 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 Twenty-Two Thousand One Hundred Ten and 00/100 dollars (\$122,110.00), authorized as follows:

\$87,640.00	under the Agreement;
\$24,670.00	under the First Amendment; and
\$ 9,800.00	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. 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 Twenty-Two Thousand One Hundred Ten and 00/100 dollars (\$122,110.00) 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 Twenty-Two Thousand One Hundred Ten and 00/100 dollars (\$122,110.00).

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **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.

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{Execution Page Follows}

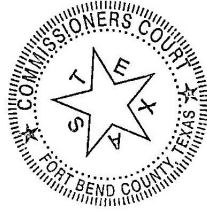
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

August 27, 2024
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



RPS INFRASTRUCTURE, INC.

Kevin J. Hoffman
Authorized Agent – Signature

Kevin J. Hoffman
Authorized Agent- Printed Name

Regional Director of Transportation
Title

8/14/2024
Date

APPROVED:

Darren McCarthy
Darren McCarthy, Parks and Recreation Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 122,110.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A-2: RPS Infrastructure, Inc.'s Proposal Letter dated May 13, 2024

i:\agreements\2024 agreements\parks\rps infrastructure, inc. (21-parks-100589-a2)\2nd amendment to agreement for professional engineering services -- sundial park (drp 07.25.24).docx

EXHIBIT A-2

Our ref: 008076

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

Date: May 13, 2024

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 2 Extended 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. Based on the current progress of the project, these additional services will enable the team to close out the project with current anticipated final completion date in mid-June. This will 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

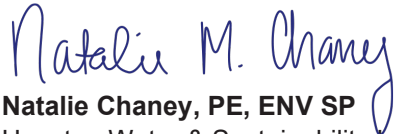
b. Construction Phase Services (assumes a construction duration to extend to mid-June 2024)

i. Extended Engineering CPS Services	\$8,400
ii. Extended Landscape Architecture CPS Services	\$1,200
iii. Additional Travel Expenses	\$200
Additional CPS Services Total =	
	\$9,800

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:
2024-1201304

Date Filed:
08/15/2024

Date Acknowledged:
08/27/2024

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.

100589-A2
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)