

3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Three Hundred Twenty-Five Thousand and 00/100 Dollars (\$325,000.00) authorized as follows:

\$25,000.00 under the Agreement; and
\$100,000.00 under the First Amendment; and
\$200,000.00 under this Second Amendment.

In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$325,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$325,000.00.

4. **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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS SECOND AMENDMENT, CONTRACTOR 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.
7. **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.
8. **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 Second Amendment 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}

{Remainder of Page Intentionally Left Blank}

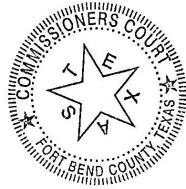
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

August 26, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



RPS INFRASTRUCTURE, INC.

Lynn A. Pipkin
Authorized Agent – Signature

Lynn A. Pipkin, PE
Authorized Agent- Printed Name

Chief Engineer / Southeast Regional Manager
Title

August 11, 2025
Date

APPROVED:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 325,000.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

EXHIBIT A-2

(Follows Behind)

Our ref: 200-RPS008138



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

Date: March 21, 2025

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469

RE: Proposal for Expansion of Five Frontage Road Projects on SH 99 – Amendment 2

Dear Mr. Slawinski:

We appreciate the opportunity to work with the County as Coordination Project Manager on the five additional frontage road expansion projects on SH 99 from FM 1093 to IH-10 associated with the Fort Bend County’s 2020 Mobility Bond, Project No. 20317x. It is understood that Fort Bend County would like RPS to continue the corridor-wide coordination with Fort Bend County, and on behalf of Fort Bend County with TxDOT. Per our previous discussions, attached is a proposal for additional funds to be added to our current agreement.

Scope of Services

- Coordination / Review of Drainage Trunkline design for each frontage road segment and overseeing Drainage Study modifications done by Woolpert.
- Progress updates on the five 2020 Fort Bend County Mobility Bond frontage road projects to TxDOT.
- Attend meetings per segment for coordination and plan design updates.
- Invoice / Progress Report of Project Management for each segment on a monthly basis.
- Develop an overall signing schematic for TxDOT review and approval.
- Modifications of the existing construction plans (change orders) due to changes being proposed by the five new frontage road projects schematic as needed.
- Modification of existing construction plans (change orders) to changes being proposed by the bridge widening or ramp reversals.
- Continue to manage the ProjectWise side of the projects.

Fee

The Engineer will perform the above additional Scope of Services for **\$200,000.00** on a time and materials basis using rates attached in Exhibit A.

CONTRACT	AMOUNT
Original Agreement signed 10/26/2021	\$25,000.00
Amendment 1 signed 10/9/2024	\$100,000.00
Amendment 2	\$200,000.00
AGREEMENT TOTAL	\$325,000.00

Under the original agreement, the end date is listed as December 31, 2025. RPS would like to request a time extension through December 31, 2026 to cover the five frontage road TxDOT Letting dates.

RPS appreciates the opportunity to prepare this proposal for Fort Bend County 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,

RPS Infrastructure, Inc.



Lynn Pipkin, PE

Chief Engineer / Southeast Regional Manager

Lynn.pipkin@tetrattech.com

+1 (281) 902-3504

CC: Mr. Ike Akinwande, PE

**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

Price Proposal		Revision Date: Mar 19, 2025		Labor Plan													Price Summary / Totals										
SH 99 FRTG Roads TxDOT Coordination				14 Resource													Task Pricing Totals										
Coordination PM for Fort Bend County with TxDOT on SH 99 Frontage Road project. Submitted to: Fort Bend County (Attn: Ike Akinwande)				Proj Area >													Specify Add'l Fees on Setup Technology Use Fee										
Contract Type: T&M																	Total Price										
Project Phases / Tasks		Schedule			Total Labor Hrs		Pricing by Resource														Task Pricing Totals						
		From	Thru	Months	Work Days Off	Work Days	Program Manager (Lynda Pipkin)	Department Manager (Bassem Talpe)	Team Leader (Sammy Chen)	Sr. PM (Jonathan Griffin)	PM (Bambo Nguyen)	PM (Zeena Said)	PM (Cody Bahal)	Sr. Project Engineer (Yang He)	Project Engineer (Philip Ullabor)	Project Engineer (Rahul Ashraf)	EIT II (Ahmad Zamil)	EIT II (Mohamad Talej)	Sr. CADD Technician (Nimesh Chauhan)	Operations / Clerical (Diana Diederich)	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
SH 99 FBC						963	20	10	40	8	40	80	200	40	20	80	80	224	80	41	0.00%	200,000	-	-	-	-	200,000
1. Project Management (\$23k)						-																					-
2. Amendment 1 (\$100k)		02/22/25	12/31/25	10.1	23	200																					-
3. Amendment 2 (\$200k)		04/01/25	12/31/26	20.6	46	411	20	10	40	8	40	80	200	40	20	80	80	224	80	41		200,000					200,000
4. Expenses (\$2k)						-																					-
Totals		02/22/25	12/31/26	21.8		963	20	10	40	8	40	80	200	40	20	80	80	224	80	41	0.00%	200,000	-	-	-	-	200,000

Our ref: 200-RPS008138



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

Date: March 21, 2025

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineering
301 Jackson Street
Richmond, Texas 77469

RE: Proposal for Expansion of Five Frontage Road Projects on SH 99 – Amendment 2

Dear Mr. Slawinski:

We appreciate the opportunity to work with the County as Coordination Project Manager on the five additional frontage road expansion projects on SH 99 from FM 1093 to IH-10 associated with the Fort Bend County's 2020 Mobility Bond, Project No. 20317x. It is understood that Fort Bend County would like RPS to continue the corridor-wide coordination with Fort Bend County, and on behalf of Fort Bend County with TxDOT. Per our previous discussions, attached is a proposal for additional funds to be added to our current agreement.

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Yours sincerely,

RPS Infrastructure, Inc.



Lynn Pipkin, PE

Chief Engineer / Southeast Regional Manager

Lynn.pipkin@tetrattech.com

+1 (281) 902-3504


CC: Mr. Ike Akinwande, PE

**FORT BEND COUNTY
2024 PROGRAM MANAGEMENT RATES**

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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:
 2025-1348585

Date Filed:
 08/11/2025

Date Acknowledged:
 08/26/2025

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.
 Project No. 20317x
 SH 99 Grand Parkway Frontage Road Coordination

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 _____, _____, _____, _____, _____.
(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)