

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS 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 TEDSI Infrastructure Group, Inc., (hereinafter “Contractor”), 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 August 28, 2018, (hereinafter “Agreement”) pursuant to SOQ 14-025; and

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

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

1. County shall pay Contractor an additional one thousand four hundred thirty dollars and 00/100 (\$1,430.00), to perform services as described in Contractor’s proposal dated March 5, 2020, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred fourteen thousand two hundred thirty dollars and no/100 (\$114,230.00), authorized as follows:  
                          \$112,800.00 under the Agreement; and  
                          \$1,430.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR 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 shall remain unchanged.

FORT BEND COUNTY

TEDSI INFRASTRUCTURE GROUP, INC

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

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

\_\_\_\_\_  
Date

MARK W. LUPHER  
Authorized Agent – Printed Name

ATTEST:

EXECUTIVE VICE PRESIDENT  
Title

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

4/8/2020  
Date

APPROVED:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

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

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

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# EXHIBIT A



# TEDSI INFRASTRUCTURE GROUP

*Consulting Engineers*

738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079

March 5, 2020

Kevin A. Mineo, P.E.  
Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, Texas 77008

**RE:   *Sims Road Realignment Project***  
***Fort Bend County Road Bond Project #17119x***  
***in Precinct One***

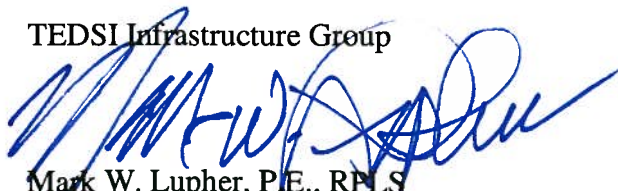
Dear Mr. Mineo:

As a result of the acquisition of Parcel No. 1 on the referenced project, Fort Bend County Legal Department has requested that the new north right-of-way line of Sims Road Realignment be staked at approximately 25 feet intervals. We will need a Supplemental Agreement to our existing Contract with Fort Bend County to facilitate the property owner to construct a new fence along the north right-of-way of proposed Sims Road.

The cost plus 10% to provide this service is \$1,430.00, and staking shall be provided on Monday, March 9, 2020.

Sincerely,

TEDSI Infrastructure Group



Mark W. Lupher, P.E., RPLS  
Executive Vice President



**SURVEYING, LLC**  
**PROFESSIONAL LAND SURVEYORS**

DATE: February 26, 2020  
Revised March 2, 2020

VIA E-MAIL: [mlupher@tedsi.com](mailto:mlupher@tedsi.com)  
Original by U.S. Mail

Mark W. Lupher, P.E., RPLS  
TEDSI INFRASTRUCTURE GROUP  
738 Highway 6 South, Suite 430  
Houston, Texas 77079  
Tel: 832.619.1000 Ext.: 406

Re: Right-of-Way Sims Road Realignment

Sims Road from existing Sims Road to Cottonwood School Road at Spur 10 (2800 L.F.+/-)

KM Project No. 2030-1801-101

Dear Mr. Lupher:

At your request, KM Surveying, LLC ("Surveyor") has prepared this proposal to provide professional surveying services for TEDSI Infrastructure Group for the benefit of Fort Bend County, Texas ("Client") in accordance with the following description of professional services, terms, and conditions:

**SCOPE OF SERVICES:**

Right-of-way Staking

- Stake new right-of-way of Sims Road every 25 feet for the construction of a new fence.

**DELIVERABLES:**

**COMPENSATION**

Right-of-way Staking .....	\$1,300.00
Total .....	\$1,300.00

**2020 HOURLY RATES AND REIMBURSEMENT SCHEDULE**  
(See Attached)

**CONDITIONS**

We will begin the survey upon receipt of this signed Agreement and proceed diligently to complete the survey as soon as possible. Weather and other site conditions may affect our schedule and we will attempt to notify you promptly of delays which may affect our anticipated schedule.

**OWNERSHIP OF DOCUMENTS**

The Surveyor will provide to the Client the results of the survey in .pdf format, paper ("hard copy") form and as an AutoCAD drawing file ("soft copy") for its convenience. Use of soft copy information is governed by the attached "Electronic File Transfer Agreement". All original documents, drawings, notes, or procedures, in whatever form, produced as a result of their professional service shall remain the property of the Surveyor and may be used by the Surveyor without the consent of the Client.

#### **PAYMENT**

Surveyor will submit monthly statements for services rendered. Payment is due upon receipt.

**Services provided are "Point of Service" therefore retainage of any billed fees is unacceptable.**

If Owner fails to make payment for services within thirty (30) days after receipt of statement thereof the amounts due will be increased at the rate of 1% per month from said thirtieth (30<sup>th</sup>) day until paid in full.

#### **TERMINATION**

This Agreement may be terminated by Surveyor or Owner by providing fourteen (14) days written notice to the other party. In the event of such termination, Surveyor will prepare an invoice for all work performed, on the task underway, up to the date of termination. The total of this work will be deducted from the advance payment (if any) and any balance remaining will be reimbursed to Owner.

#### **SUCCESSORS AND ASSIGNS**

The Client and the Surveyor each binds itself, its successors, assigns and legal representatives to the other party of this Agreement and to the successors, assigns and legal representatives of such other party with respect to all provisions of this Agreement. Neither the Client, nor the Surveyor will assign, set over or transfer its interest, in whole or in part, in this Agreement without the prior written consent of the other, and any act in derogation hereof, will, at the option of the non-assigning party, render the within Agreement terminated. Minor changes in the Surveyor's corporation will not operate to cancel this Agreement.

#### **INSURANCE PROVISION**

The Surveyor will carry Professional Liability Insurance in the minimum amount of one million (\$1,000,000.00) dollars per claim and one million (\$1,000,000.00) dollars aggregate limits, to indemnify itself from damage resulting from errors and omissions from survey, which insurance will inure to the benefit of the Client.

#### **DISPUTE RESOLUTION**

If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached, the laws of Texas (other than the choice of law provisions thereof) should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties hereto each hereby agree that all obligations performable under this Agreement and/or the Ancillary Documents shall be performed in Fort Bend County, Texas, and each party hereto irrevocably attorns to the venue of the courts in Fort Bend County, Texas.

#### **SURVEYOR'S RESPONSIBILITY**

Mark W. Lupher, P.E., RPLS  
**TEDSI INFRASTRUCTURE GROUP**  
February 26, 2020  
Revised March 2, 2020  
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The Surveyor hereby represents and warrants to the Client that the Surveyor is licensed by the State of Texas to perform the work, is experienced in the performance of the work similar to the work to be performed, and is competent to perform the work. The Client is relying upon the expertise of the Surveyor in its performance of the work.

#### **EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the Client and the Surveyor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Surveyor.

#### **GOVERNING LAW**

This Agreement will be governed by the laws of the State of Texas.

**THE CLIENT AND SURVEYOR AGREE AS SET FORTH ABOVE.**

**TEDSI Infrastructure Group**

By: 

Mark W. Lupher, P.E.

Effective Date: 3/5/2020

**KM Surveying, LLC.**

By: \_\_\_\_\_

Kevin Drew McRae, R.P.L.S.

Date: February 26, 2020  
Revised March 2, 2020