

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 June 11, 2019, (hereinafter “Agreement”) pursuant to SOQ 14-025; and

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

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

1. County shall pay Contractor an additional eleven thousand two hundred dollars and 00/100 (\$11,200.00) for the additional engineering services as described in Contractor’s proposal dated May 6, 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 sixty-three thousand three hundred fifty-seven dollars and 24/100 (\$163,357.24), authorized as follows:  
                          \$152,157.24 under the Agreement; and  
                          \$11,200.00 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 further written agreement executed by the 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

\_\_\_\_\_  
Jules M. Morris, Jr., P.E.  
Authorized Agent – Printed Name

ATTEST:

\_\_\_\_\_  
Vice President  
Title

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

\_\_\_\_\_  
7/6/2020  
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

Tel: (832) 619-1000

Fax: (832) 619-1018

May 6, 2020

Mr. Mark C. Dessens, P.E.  
Vice President  
Schaumburg & Polk, Inc.  
11767 Katy Freeway, Suite 900  
Houston, Texas 77079

**Re: *Cinco Ranch Blvd at SH 99 Turn Lanes  
Eastbound Right Turn Lane Lengthening  
Supplemental Fee Proposal***

Dear Mr. Dessens:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit for your approval this supplemental fee proposal. This has been prepared subsequent to the conversations we've had with your office, and is prompted by the recent discovery of additional ROW donated to Fort Bend County along Eastbound Cinco Ranch Blvd by the La Centerra development.

As our originally scoped design is substantially complete at this time, we will need to modify the existing design to reflect a lengthened right turn lane. This includes modifying the paving, signing and marking, and TCP design. Attachment A portrays the Labor and Direct Costs associated with the work to be performed. I have also attached the fee proposal from our surveyor, Weisser Engineering and Surveying, for the additional topo and ROW parcel work. Our total fee for this work is estimated at \$11,200.00.

We intend to pursue this additional work with all energy required to complete the changes in the least amount of time so that we can continue towards approval and ultimately advertising of the project for construction. In the event of questions or if you request additional information, please contact me at 832/619-1000. We are very pleased to be at your service.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jules M. (Jay) Morris, Jr., P.E.  
Vice President

**ATTACHMENT A**  
**FEE SCHEDULE (TEDSI)**  
**METHOD OF PAYMENT: LUMP SUM**

**PRIME PROVIDER NAME:** TEDSI

**CONTRACT NUMBER:**

**PROJECT NAME:** Cinco Ranch Blvd Left/Right Turn Lanes - Additional Fee for Lengthening of EB Right Turn Lane at La Centerra Center

**PROJECT LIMITS:** From app. 350 ft East of SH 99 to app. 350 ft West of SH 99

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	PROJECT DESIGNER	SENIOR ENGINEER TECH	EIT	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
<b>ROADWAY DESIGN CONTROLS</b>									
ROW MAPS	1		1			1	1		4
ROADWAY PLAN/DRAINAGE	1		2			4	4	1	12
SIDEWALK COORDINATION/LAYOUT	1		2			1	1		5
ROADWAY QUANTITIES			1			1	1		3
REMOVAL QUANTITIES			1			1	1		3
SIGNING AND PAVEMENT MARKING LAYOUT	1		1			1	1	1	5
SIGNING AND PAVEMENT MARKING QUANTITIES			1			1	1		3
TCP LAYOUTS	1		1			1	1	1	5
TCP QUANTITIES			1			1	1		3
<b>HOURS SUB-TOTALS</b>	<b>5</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>12</b>	<b>3</b>	<b>43</b>
CONTRACT RATE PER HOUR	\$251.61	\$225.80	\$183.87	\$154.84	\$132.26	\$125.80	\$103.22	\$93.55	
TOTAL LABOR COSTS	\$1,258.05	\$0.00	\$2,022.57	\$0.00	\$0.00	\$1,509.60	\$1,238.64	\$280.65	\$6,309.51
<b>SUBTOTAL (FC 160)</b>									<b>\$6,309.51</b>

DIRECT EXPENSES	QUANTITY	RATE	UNIT						
Additional Survey (Topo and 2 ROW Parcels)	1	\$4,850.000	EACH						\$4,850.00
Mileage (# of miles) (0.550)	50	\$0.585	MI						\$29.25
Photocopies 8.5x11	50	\$0.10	EACH						\$5.00
Photocopies 11x17	10	\$0.25	EACH						\$2.50
<b>SUBTOTAL DIRECT EXPENSES</b>									<b>\$4,886.75</b>

<b>TOTAL COST</b>									<b>\$11,196.26</b>
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**PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES**

Effective Date: April 17, 2020

Jules Morris, Jr.  
TEDSI Infrastructure Group, Inc.  
738 Hwy 6 South, Suite 430  
Houston, TX 77079  
832-619-1017  
[jmorris@tedsi.com](mailto:jmorris@tedsi.com)

Proposal for Professional Services in Connection With: Left Turn Lane Lengthening on Cinco Ranch Boulevard, Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to TEDSI Infrastructure Group, Inc. (the "Client").

**I. SCOPE OF SERVICES**

**Surveying and Mapping**

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project including but not limited to roadway, corner cuts, and sight distance triangles if necessary. The Surveyor shall sign and seal all survey documents.

**The specific survey limits are as follows:**

The linear topographic and right-of-way survey along Cinco Ranch Boulevard beginning approx. 300 feet west of the south bound feeder road of SH 99 continuing 300 feet west along Cinco Ranch Boulevard.

**1. Additional Topographic Surveying for Cinco Ranch Boulevard (Cat 6; Cond. II)**

The Surveyor will provide the following within the surveying limits described in Task 2:

- a. Utilize horizontal and vertical project control established and provided by Texas Department of Transportation.
- b. For the roadway and ditches, obtain cross-sections at 50-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the proposed right-of-way lines where accessible. Identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps, plans, and marked by "One Call" within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures.
- c. The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), homeowner's associations (HOA's), Fort Bend County, and private utility agencies to obtain locations of available existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.
- d. Survey geotechnical bore hole locations as indicated by Client and provide information to Client in an approved digital format.

- e. Prepare existing Topographic Survey Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey to be delivered in PDF format.
- f. The 3D topographical survey base map and digital terrain model (DTM), surface triangular irregular network (TIN) will be revised and delivered for the existing roadway using Geopak and Microstation.

**COST: \$2,600.00 (non-taxable)**

## **2. Additional Services**

- a. Parcel Surveys (Cat. 1A; Cond. II) - Prepare metes and bounds descriptions and parcel plat in accordance with Fort Bend County guidelines for property acquisition.

**COST: \$1,500.00 per parcel (non-taxable) (1 parcels)**

- b. Revised Parcel Survey – Adjust metes and bounds descriptions and parcel plat, previously provided at the NE Corner of Cinco Ranch Boulevard and SH 99, in accordance with Fort Bend County guidelines for property acquisition.

**COST: \$750.00 per parcel (non-taxable) (1 parcels)**

## **II. TERMS AND CONDITIONS**

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable

attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.

7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Laurie Young ([Lyoung@weissereng.com](mailto:Lyoung@weissereng.com)).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

**CLIENT**

TEDSI Infrastructure Group, Inc.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**WEISSER ENGINEERING & SURVEYING**

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

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 4/17/2020