



Thousand and 00/100 Dollars (\$37,000.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

TSC does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement that the total Maximum Compensation that TSC may become entitled to and the total maximum sum that County may become liable to pay to TSC under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed

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, TSC hereby verifies that TSC 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, TSC 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, TSC 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, TSC 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, TSC 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 First Amendment shall prevail with regard to the conflict.

**{EXECUTION PAGE FOLLOWS}**

**FORT BEND COUNTY, TEXAS**

**GEOSURV, INC. D/B/A TSC SURVEYING**

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

*David Kermany*

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

\_\_\_\_\_  
Date

David Kermany

\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

Partner

\_\_\_\_\_  
Title

4/19/2023

\_\_\_\_\_  
Date

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

**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 \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant,  
County Auditor



**TSC Surveying**  
"A GeoSurv, Inc. Company"

# EXHIBIT A-1

*GeoSurv, Inc. d/b/a TSC Surveying*

*TBPLS Firm No. 10083100*

August 08, 2022

Mr. Jonathan Griffin, P.E.  
Project Manager  
RPS / North America  
575 N. Dairy Ashford, Suite 700  
Houston, Texas 77079

Re: Fort Bend County: Trammel-Fresno Road  
Corner Clips at Hurricane Road  
Survey Cost Proposal  
Additional Services

Dear Griffin:

**GeoSurv, Inc. dba TSC Surveying (TSC)** is pleased to submit to RPS / North America (Client) the following proposal for performing additional professional topographic surveying services on the captioned project. The additional services are for the topographic surveying for the existing intersection. This proposal is for additional services in addition to those services to be performed in our proposal of June 17, 2021.

## **Project Overview and Scope**

This proposal is for preparing a limited topographic survey of the existing intersection of the Trammell-Fresno Road at Hurricane Lane. **See EXHIBIT A** for survey limits. Listed below are the tasks for the Topographic Survey:

1. The areas for the additional surveying services (1000 linear feet) are shown on the attached **Exhibit A**.
2. The datum/control utilized for this proposal will be the same as the previous project survey.
  - Topo of the Trammel Fresno/Hurricane Lane intersection around curb returns (100')
  - Topo of Trammel Fresno approximately 500' East of the intersection
  - Topo of Trammel Fresno approximately 200' West of the intersection
  - Topo of Hurricane Lane approximately 200' North of the intersection
  - Topo 25' outside approximate ROW and identify approximate ROW limits

- Pick up visible objects within ROW (all power poles, traffic poles, water valves, hydrants, etc.) with an emphasis on objects North of Trammel Fresno
  - Pavement Markings in Project Limits
  - Locate manholes and inlets and corresponding flow line elevations
  - Locate along northern curb line of Trammel Fresno and east west curb lines on Hurricane Lane north of Trammel Fresno in project limits
  - Abstract Existing Property ownership and easements in project limits
3. Develop & provide a DTM file for the surveyed section.
  4. TSC will make an 811 call and identify tone markings in the field.
  5. TSC will only include observed ground level utilities and 811 tone markers.
  6. As an Additional Service, TSC will stake in the field the project/construction baseline; therefore, will recover and/or reestablish baseline control immediately prior to construction.

### **Not Included**

1. The topo survey will be limited to the approximate existing ROW lines or existing fence line constructed near the existing ROW lines.
2. Utility profiles will not be prepared.
3. There are no UVE's planned.
4. Traffic signal heads, signs, indications, mast arm length, etc. are not included on the topo.
5. Signage size, wording, and type are not included on the topo
6. Additional Controls
7. TSC will not obtain record drawings and not provide depth of manholes.
8. Topo does not include overhead electric/telecommunications lines.

**Compensation**

GeoSurv/TSC proposes to complete the work described in the Scope of Survey for

**Basic Services:**

- 1. Topo  
Topographic survey for project area as shown on attached EXHIBIT  
Including Curb Lines, Pavement Markings, Manholes and  
Flowline elevation **\$13,900.00**  
Abstracting **\$1,000.00**
- 2. Preparation of DTM **\$3,000.00**

**Total Lump Sum Fee** **\$17,900.00**  
without further modification to the above scope.

**Additional Services:**

- 1. Re-Establish Control one-time prior construction **\$5,000.00**

**Schedule**

GeoSurv/TSC will be complete the work described in the Scope of Services above within forty-five (45) working days after receipt of your written notice to proceed pending unforeseen circumstances.

**Deliverables**

The deliverables will be final CADD/PDF files

We appreciate your confidence in GeoSurv, Inc. dba TSC Surveying (GeoSurv/TSC) and look forward to working with you on this project. If you have any questions, please call me at 281-229-2949 or 713-784-7777.

Sincerely,



Nelson B. Nuckles, P.E.  
Chief Engineer

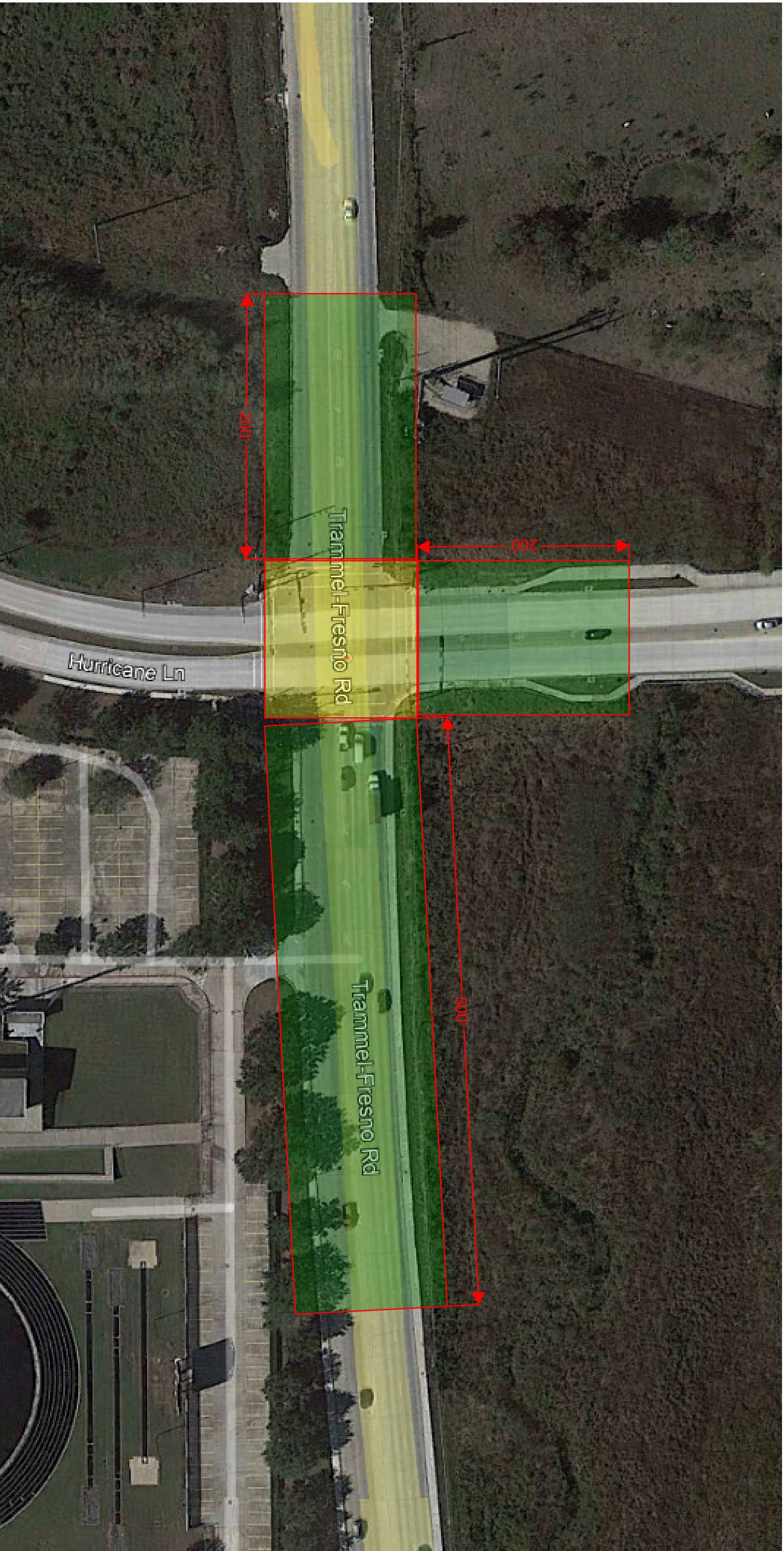


EXHIBIT A