

3. **Time for Performance.** Time for performance for the Services under this First Amendment shall begin with Contractor's receipt of Notice to Proceed (the "Commencement Date") and shall end no later than twenty (20) days from the Commencement Date. Contractor shall complete the Services within this time or within such additional time as may be extended by County.
4. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for the Services rendered under this Agreement is hereby increased to an amount not to exceed Eighty Five Thousand Five Hundred and 00/100 Dollars (\$85,500.00) authorized as follows:

\$46,000.00 under the Agreement; and
\$39,500.00 under this First Amendment; and

In no event shall the amount paid by County under this Agreement 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, that County shall have available the total maximum sum of \$85,500.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed \$85,500.00.

5. **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.
- 6. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 7. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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.
 - 8. **Modifications and Conflict.** Except as modified by this First Amendment, 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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

QUIDDITY ENGINEERING, LLC



Authorized Agent – Signature

Donald Durgin

Authorized Agent- Printed Name

Transportation Manager

Title

11/18/2024

Date

APPROVED:

J. Stacy Slawinski, County Engineer

AUDITOR’S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

EXHIBIT A-1

(Follows Behind)



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

November 8, 2024

Commissioner Grady Prestage
Fort Bend County Precinct 2
303 Texas Parkway, Ste. 213
Missouri City, TX 77489

Re: Professional Engineering Services Proposal for
Downtown Missouri City – Survey
City of Missouri City, Texas

Dear Commissioner Prestage,

We are pleased to present our proposal for Professional Services in connection with surveying services for the proposed Downtown Missouri City project. The project is located in the tract of land southwest of the intersection of Thomas Taylor Parkway and Texas Parkway to create a mixed-use development of retail, single and multi-family residential, parks, and public infrastructure.

Based on our understanding of your project, we prepared the following Scope of Services for your consideration. The following services will be provided for a lump sum fee of **\$39,500** and will be completed within **20 days**.

Scope of Services

1. ALTA/NSPS Land Title Survey: Quiddity will perform an ALTA/NSPS Land Title Survey in accordance with the 2021 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS that will address items 1, 2, 3, 4, 7a, 8, 9, 11 (Observed Evidence) 13, 14, 15, 16, 17 and 19. Any easements shown will be based on a Title Commitment provided by the Client.
2. Topographic Survey: Quiddity will perform an on-the-ground topographic survey of the overall 20 acres to establish existing ground elevations and locate visible improvements and utilities. Vertical control will be based on Harris County Reference Marks. Ground elevations will be collected on a 100 foot grid and will include cross sections within the adjoining rights-of-way of Thomas Taylor Pkwy and Texas Pkwy. We will locate visible utilities and those marked by the ONE-CALL system, we will determine flowline depths (and sizes) of visible pipes in manholes and inlets. This work does not include excavation or hydro-excavation for utility location.
3. Tree Survey: Quiddity will perform a tree survey that will show the location of all existing trees 6 inches and larger along with multi-stem trees equaling 8 inches and larger, tagged with Aluminum tags and a number corresponding to the tree list on the face of the survey. The trees will be sized, typed, and measured at a height of approximately 4.5 feet from the ground.



Commissioner Prestage

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November 8, 2024

We appreciate the opportunity to present this proposal. Should you have any questions, or require additional information, please call.

Sincerely,

A blue ink signature of Don Durgin, written in a cursive style.

Don Durgin, P.E.
Transportation Manager

A black ink signature of Mark R. Richardson, written in a cursive style.

Mark R. Richardson, P.E.
Project Engineer