

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 Transcend Engineers & Planners, LLC, (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 November 10, 2020, for the design of traffic signals for the intersection of Mason Road and Canyon Gate Boulevard in Fort Bend County, Texas, under Project TS19308, pursuant to SOQ 14-025, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement for additional professional engineering services to be provided, increase the total Maximum Compensation under the Agreement for the completion of such additional services, and extend the Time for Performance under the Agreement.

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

1. County shall pay Contractor an additional amount not to exceed one hundred fifteen thousand seven hundred sixty-five and 00/100 dollars (\$115,765.00) to perform the additional Services, as described in Contractor’s Proposal dated February 20, 2024, attached hereto as Exhibit “A-1” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed one hundred sixty-six thousand one hundred fifteen and 00/100 dollars (\$166,115.00), authorized as follows:

\$ 50,350.00 under the Agreement; and
\$115,765.00 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 a written agreement executed by the parties.
4. The Time of Performance under the Agreement shall extend to end no later than December 31, 2028.

5. 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.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

TRANSCEND ENGINEERS & PLANNERS, LLC

KP George, County Judge

RB Basavaraju

Authorized Agent – Signature

Date

Principal
Authorized Agent – Printed Name

ATTEST:

Raj Basavaraju, P.E., PTOE, RSP1
Title

Laura Richard, County Clerk

12/30/24
Date

APPROVED: J. Stacy Slawinski

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

APPROVED AS TO LEGAL FORM:

Darius R. Porter

Darius R. Porter
Assistant County Attorney
General Counsel Division

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

Attachment:

Exhibit A-1 – Contractor's Proposal – February 20, 2024

I:\AGREEMENTS\2025 Agreements\Engineering\Transcend Engineers & Planners, LLC (20-Eng-101156-A1)\Amendment to Agreement for Professional Engineering Services -- Transcend Engineers & Planners, LLC.docx. (DRP 12.17.24)

EXHIBIT A-1

February 20, 2024

Mr. Rick Staigle, P.E., PTOE
First Assistant County Engineer
Fort Bend County Engineering
301 Jackson Street
Richmond, TX 77469

Attention: Chris Debaillon, P.E., PTOE
Assistant County Engineer - Traffic

Subject: **Signalization & Minor Roadway Design at S Mason Road and Canyon Gate Boulevard**

Dear Rick,

Transcend Engineers & Planners, LLC (Transcend) is pleased to submit this supplemental proposal to provide engineering services for Signal Design and related minor roadway design at the intersection of S Mason Road and Canyon Gate Boulevard in Katy, TX.

Assumptions

- The engineering design shall be performed in accordance with Fort Bend County and TxDOT design guidelines, standards and specifications and generally accepted procedures, including approved variances.
- The intersection is unsignalized at this time and shall receive a new conventional signal system.
- Interim reviews for signal design, turn lane, sidewalk and pavement repair shall be at 95% submittal given the fast-track nature of the project.
- Some of the sidewalk work was completed earlier this year.
- Irrigation lines owned by CLMA will need to be moved prior to construction.
- The HOA irrigation lines have already relocated.
- Streetlights in the vicinity have already been relocated.
- A sanitary sewer manhole is in conflict with the proposed right-turn lane. Any needed adjustment to the manhole will be made by the County's contractor, with the cost of work invoiced to the MUD.

Scope of Work

Survey Coordination

Transcend shall work with Weisser Engineering & Surveying to ensure the surveyor will provide the required topography, Survey Control and Existing ROW. Transcend will ensure Weisser provides topo cut sheets including alignment information. Under the County's guidance, Transcend shall also coordinate with the Surveyor for Proposed ROW as optional additional.

Design Services

Transcend shall include the following:

- Signal Design Drawings (from 70% onwards)
- Northbound Right Turn Lane Design Drawings (including manhole adjustments)
- Sidewalk Design Drawings (adjacent to the limit of the NB right turn lane and ties in at signal)
- Full Depth Pavement Repair Drawings at Sta 12+00 (including Traffic Control Plans)

- Design Submittals (95% and 100%)

Transcend shall develop Plan layouts to include all relevant sheets to provide enough detail for bid.

Transcend shall prepare Plan Layouts per Fort Bend County and TxDOT signal design guidelines as one bid-ready package as follows:

- Prepare all design drawings using MicroStation consistent with the level structure required by Fort Bend County
- Prepare at 1"=40' scale in English Units as 11" x 17" layouts
- Submit one PDF copy at each interim review
- Provide Quantities in Fort Bend County format
- Sign and Seal bond set of plans for final submittal
- Provide computer files containing all required design drawings

Construction Phase Services

Transcend shall assist with bid support, attend pre-construction meetings, perform utility coordination, review and respond to RFIs & Change Orders submitted by the Contractor for construction support, review shop drawings and prepare record drawings.

Exclusions

The following are NOT included in Transcend's scope of work:

Left Turn Lane modifications/extensions	Contract Support Services
Interconnect Layout	ROW Abstracting
Site-specific traffic control plans except related to pavement repair at Sta 12+00	Coordination with power company, electric company, HOA and Utilities
Traffic signal timing adjustment	Coordination on Easements and Mast Arm Style
Drainage Design	Expert Testimony
Storm Water Pollution Prevention Plans (SW3P)	Perform final inspection
Geotechnical Engineering	Construction Staking
Design changes outside scope of services	

Compensation

Transcend's and Weisser's estimated fixed fee is as follows which includes labor and non-labor reimbursable expenses. The hours estimate and cost breakdown for Transcend are shown in Attachment A while Weisser's survey proposal is shown in Attachment B.

Task	Fee
TRANSCEND	
Design Services (Signal, Turn Lane, Sidewalk, Pavement Repair)	\$93,285
Construction Phase Services	\$15,000
TOTAL	\$108,285
WEISSER	
Topographic Survey	\$3,445
Right-of-Way (As needed)	\$2,285
Parcel Plat, Metes & Bounds, Set Corners (per parcel)	\$1,750
TOTAL	\$7,480
GRAND TOTAL	\$115,765

Transcend shall submit monthly Invoices as lumpsum showing percent work complete. Transcend will consider work not specifically stated above as additional with a right to negotiate.

Schedule

Transcend estimates that the Design Services for the subject signal can be completed within 120 calendar days from Notice to Proceed (NTP). This schedule includes a reasonable time required for topographic survey (30 days), utility coordination and agency review. If the schedule needs to be revised, Transcend will defer to Fort Bend County. Note that Transcend shall not proceed with any work or additional services without written NTP from Fort Bend County.

Please contact me at 832.492.4499 or at raj@transcendengineers.com with any questions. We appreciate the opportunity to serve Fort Bend County and look forward to NTP.

Regards,

Transcend Engineers & Planners, LLC.



Raj Basavaraju, P.E., PTOE, RSP1
Principal

Attachments:

- A. Transcend Hours Estimate & Cost Breakdown
- B. Weisser Survey Proposal

ATTACHMENT A
HOURS ESTIMATE & COST BREAKDOWN
SIGNALIZATION & ROADWAY DESIGN AT S MASON ROAD AND CANYON GATE BOULEVARD

Task Description	Project Manager	Project Engineer	Traffic Engineer	Senior CADD	Project Admin	Total Hours	Cost
Labor Rate	\$225.00	\$180.00	\$150.00	\$135.00	\$90.00		
DESIGN SERVICES							
Project Management (incl. QA/QC)	8				4	12	\$2,160.00
Site Inventory	4		4			8	\$1,500.00
Meetings (Kick-off, Stakeholder Coordination)	8		8			16	\$3,000.00
Subconsultant Coordination	1	1	2	2		6	\$975.00
Signal Design Drawings (from 70% onwards)	4	16	24	66		110	\$16,290.00
NB Right Turn Lane Design Drawings (including manhole adjustments)	6	20	28	90		144	\$21,300.00
Sidewalk Design Drawings (adjacent to the limit of the NB right turn lane and ties in at signal)	6	20	28	70		124	\$18,600.00
Full Depth Pavement Repair Drawings at Sta 12+00 (including Traffic Control Plans)	6	20	44	90		160	\$23,700.00
Design Submittals (95% and 100%)	2	4	12	18	4	40	\$5,760.00
DESIGN SERVICES HOURS/COST	45	81	150	336	8	620	\$93,285.00
CONSTRUCTION PHASE SERVICES							
Bid support, attend pre-construction meetings, perform utility coordination, review and respond to RFIs & Change Orders submitted by the Contractor for construction support, review shop drawings and prepare record drawings.						N/A	\$15,000.00
CPS COST							\$15,000.00
GRAND TOTAL							
							\$108,285.00

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: January 19, 2024

Raj Basavaraju, P.E., PTOE
Transcend Engineers
23410 Grand Reserve Drive, Suite 101
Katy, TX 77494
832.492.4499
raj@transcendengineers.com

Proposal for Professional Services in Connection With: The intersection of South Mason Road at Canyon Gate Boulevard, Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Transcend Engineers (the "Client").

I. SCOPE OF SERVICES**A. TOPOGRAPHIC SURVEY:****SURVEY LIMITS AS FOLLOWS**

Updated Portion of Survey Limits. Limits of survey shall be right-of-way to right-of-way, plus 10 feet beyond each right-of-way line where accessible, 250 feet north, south and east of the intersection. (Shown on the attached Aerial Image)

Extension of Survey Limits. Limits of survey shall be from the center of Mason Road to the East right-of-way, plus 10 feet beyond right-of-way line where accessible, beginning 250 feet south of the intersection and proceeding approx. 250 feet South.

1. All topographic survey data shall be per Category 6, Condition 2.
2. Significant pavement and curb damage will be noted. Sanitary and storm sewer lines will be traced out to the next available access point outside of the right-of-way.
3. All topographic data will be provided as an Adobe PDF file and will be signed and sealed by a RPLS, along with AutoCAD Files.
4. WES will provide a CSV Points file of all points and control.
5. WES will establish horizontal control referenced to Texas Coordinate System, South Central Zone and referenced to NAD 1983.
6. Vertical control shall be based on NAVD 88.
7. All control will be set on the site and shown on the final drawings.
8. WES will contact Texas One-Call and request all public and private utilities be delineated prior to the survey to SUE Level B standards. These markings will be included in the final drawing. Ticket number and contact information will be forwarded to the Engineer.
9. WES will locate all visible improvements and utilities along the project limits including:
 - a. Major topographic break lines, ditches, drainage features.
 - b. All areas will have elevations at a minimum of a 50'x50' grid.
 - c. All buildings, towers, tanks or other significant physical structures.

- d. Sidewalks, parking areas, fences, trees, shrubs, irrigation system components or other landscape facilities.
- e. Spot elevations at the intersection including all pavement joints within the intersection.
- f. Back and gutter of curb, signage, and roadways.
- g. All pavement striping, traffic loops, and construction joints within the survey limits will be shown.

COST: \$3,445.00 + any applicable state sales tax

B. RIGHT-OF-WAY:

- 1. WES will determine existing right-of-way per Category 1B, Condition 3.
- 2. WES will obtain and review sufficient information to develop right-of-way information and provide documentation to Engineer.
- 3. All right-of-way determinations will be provided as an Adobe PDF file and will be signed and sealed by a RPLS, along with AutoCAD Files.
- 4. WES will establish right-of-way centerline with stationing for use by Engineer in design.
- 5. WES will establish horizontal control referenced to Texas Coordinate System, South Central Zone and referenced to NAD 1983.

COST: \$2,285.00 + any applicable state sales tax

C. Parcel Plat, Metes and Bounds description and Set Corners (if needed)

- 1. WES will prepare parcel maps, metes and bounds descriptions and set applicable corners to acquire visibility site easements or right-of-way acquisitions. The parcel maps and descriptions will be signed and sealed by a RPLS. Proposed parcel map will be prepared per Category 1A, Condition II requirements.

COST: \$1,750.00 each (No Parcels Estimated)

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.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact John Harvill, RPLS (jharvill@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

Transcend

By: RB Basavaraju

Printed Name: Principal

Title: Raj Basavaraju, P.E., PTOE, RSP1

Date of Acceptance: 02/20/24

WEISSER ENGINEERING & SURVEYING

By: Taylor R. Sass

Printed Name: Taylor R. Sass

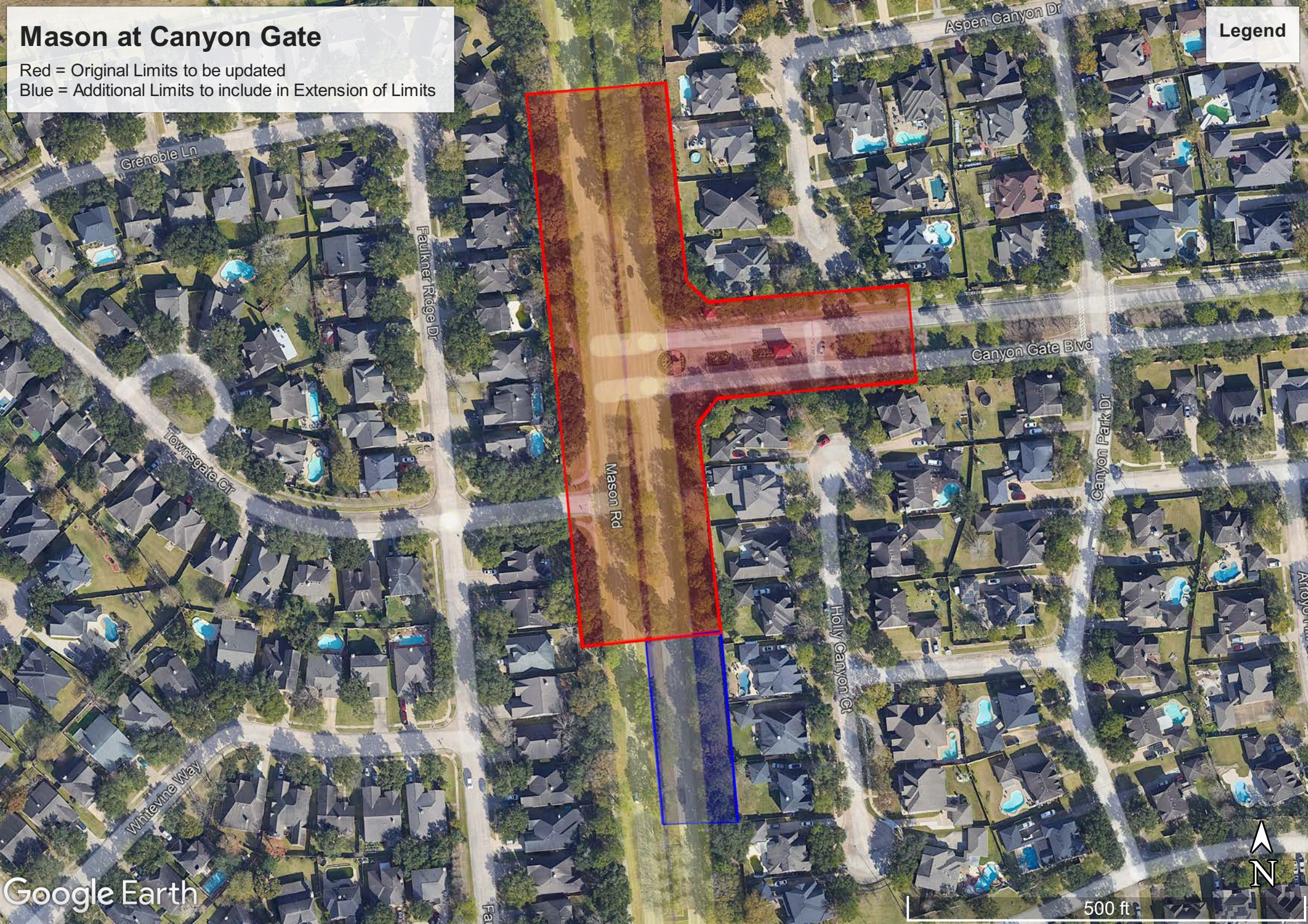
Title: Principal

Date of Acceptance: 01/19/2024

Mason at Canyon Gate

Red = Original Limits to be updated
Blue = Additional Limits to include in Extension of Limits

Legend



500 ft