

STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND        §

**THIRD AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Amendment”) is entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, and HR GREEN, INC. (“Engineer”), a company authorized to conduct business in the State of Texas. County and Engineer are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on February 7, 2023 (the “Agreement”) for roadway improvements in Magnolia Place along Evergreen Street, California Street, and Post Oak Street under Fort Bend County Mobility Bond Project No. 20225x pursuant to SOQ 14-025; and

WHEREAS, the Agreement was amended on the following dates: April 9, 2024 (“First Amendment”), May 27, 2025 (“Second Amendment”); and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement with respect to one or more matters, which may include extending the time for performance, providing for additional services by Engineer, or increasing the total Maximum Compensation, and further desire to ratify and confirm all the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

- 1. Time for Performance:** The Time for Performance for the Services provided by Engineer under the Agreement is hereby not amended, and the existing Time for Performance remains in full force and effect. Engineer shall complete the Services within the applicable time period or within such additional time as may be extended in writing by County.
  
- 2. Scope of Services.** The Scope of Services under the Agreement is hereby amended to include the additional services provided in “**Exhibit A**”, attached hereto and incorporated herein for all purposes. Engineer shall perform all additional services set forth in the attached exhibit in accordance with the standards, requirements, and conditions of the Agreement. Except as expressly modified by this Amendment, all terms and obligations relating to the Scope of Services under the Agreement shall remain in full force and effect.

3. **Maximum Compensation.** The Parties hereby amend the Agreement to increase the Maximum Compensation to account for the extension of time for performance and/or additional services authorized under this Amendment. County shall pay Engineer an additional Eight Thousand Five Hundred Eighty and 00/100 Dollars (\$8,580.00). The Maximum Compensation payable to Engineer under the Agreement is hereby increased to an amount not to exceed Two Million Eighty Three Thousand Sixty Eight and 82/100 Dollars (\$2,083,068.82) authorized as follows:

\$ 1,242,371.82	under the Agreement
\$ 261,547.00	under the First Amendment
\$ 570,570.00	under the Second Amendment
\$ 8,580.00	under the Third Amendment

Except as expressly modified herein with respect to the revised Maximum Compensation amount, all terms, conditions, and limitations pertaining to the Maximum Compensation under the Agreement shall remain in full force and effect.

4. **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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER 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 by this 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 Amendment shall prevail with regard to the conflict.
7. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Amendment.
8. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

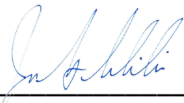
\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date


ATTEST:

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

**APPROVED:**

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

**HR GREEN, INC.**

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

\_\_\_\_\_  
Muhammad Ali-PE  
Authorized Agent – Printed Name

\_\_\_\_\_  
Principal/Practice Leader-Transportation  
Title

\_\_\_\_\_  
12/10/2025  
Date

**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 under this Agreement.

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

# EXHIBIT A

(Follows Behind)



▶ 11011 Richmond Avenue | Suite 200  
Houston, TX 77042  
**Main** 713.965.9996 + **Fax** 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

Mr. Gabriel Odreman, PE  
11700 Katy Freeway, Suite 300  
Houston, TX 77079

August 5, 2025

RE: Request for Additional Funds: 1. Adjust Metes and Bounds for 6 parcels along Evergreen Street.  
2. Attend monthly meetings to coordinate parcel acquisition with Fort Bend County.

Dear Mr. Odreman:

HR Green respectfully submits this supplemental proposal to request additional funds additional staking requested by the Guess Group and to adjust the Metes and Bonds for 6 parcels to be acquired along Evergreen Street, and to attend multiple meetings to coordinate parcel acquisition efforts with WSB and Fort Bend County.

As discussed in previous meetings, MBCO will be revising their Metes and Bounds for 6 parcels along Evergreen St in order to incorporate areas that are needed for the adjacent Evergreen St project being designed by Gradient Engineering.

This proposal presents scope of services and proposed fee for additional work completed previously and additional work to be completed.

#### **SCOPE OF SERVICES**

- 1.1 Additional Coordination with GEC (emails, etc): following submittal of updated Metes and Bounds to the WSB, HR Green will coordinate addressing any comments WSB or the County has with the surveyor.
- 1.2 Coordination with Surveyor for Metes & Bounds: HR Green will need to coordinate with the Surveyor on developing the proposed Metes and Bounds, providing location of needed ROW for each property and also, coordinating with Gradient to ensure that the parcels being acquired along Evergreen St are correct.
- 1.3 Revise Exhibits for adjustments to ROW Tracts: HR Green will revise parcel exhibits created for use by FBC in parcel acquisitions to reflect the revised metes and bounds



Mr. Gabriel Odreman, PE  
Supplemental Proposal for Fresno  
Improvements  
August 5, 2025

**Phase 2: Final Design Services (Lump Sum Service)**

Project Coordination for additional Metes & Bounds \$1,665.00

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**Total Services \$1,665.00**

**Additional Services**

Revise Metes & Bounds for 6 Parcels Along Evergreen St (MBCO) \$4,500.00

Staking four parcels requested by Guess Group (MBCO) \$2,415.00

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**Total Additional Services \$6,915.00**

**Total Engineering Cost \$8,580.00**

HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,

Jesus Olivas, P.E.  
Project Manager

A handwritten signature in blue ink that reads 'Jesus Olivas'.



**PHASE 2: FINAL DESIGN PHASE LEVEL OF EFFORT (LOE) FEE ESTIMATE  
ADDITIONAL ROW SURVEY AND METS & BOUNDS  
FORT BEND COUNTY**

DURATION SCHEDULE FOR BASIC SERVICES = 180 DAYS											LUMP SUM SERVICE
	Principal / Managing Director	Senior Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior CADD Technician	CADD Technician	Admin / Clerical	Total Hours	Total Cost	
	\$ 350	\$ 275	\$ 195	\$ 180	\$ 150	\$ 155	\$ 150	\$ 130			
HOURLY RATE, INCLUDING MULTIPLIER (3.00)											
<b>1. PROJECT COORDINATION: METES &amp; BOUNDS</b>											
1.1 Additional Coordinate with GEC (emails, etc)			1	2					3	\$ 555	
1.2 Coordination with Surveyor for Metes & Bounds			1	2					3	\$ 555	
1.3 Revise Exhibits for adjustments to ROW Tracts			1	2					3	\$ 555	
<b>2. CITY OF HOUSTON: WATERLINE REVIEW</b>											
2.1 Prepare Project Sheets for City of Houston Waterline Review (Update title block to City of Houston requirements). (Packages 1, 2, 3, &4: 46 Plan and Profile sheets 4 City of Houston Waterline standards only)			0	0	0		0		0	\$ -	
2.2 Address City of Houston Review Comments for Waterline Design. (Packages 1, 2, 3, &4: 46 Plan and Profile sheets and 4 City of Houston Waterline standards only)			0	0	0		0		0	\$ -	
<b>Subtotal Hours</b>	0	0	3	6	0	0	0	0	9	\$ 1,665	
<b>Subtotal Fee</b>	\$ -	\$ -	\$ 585	\$ 1,080	\$ -	\$ -	\$ -	\$ -		\$ 1,665	
<b>TOTAL BASIC SERVICES HOURS</b>	0	0	3	6	0	0	0	0	9		
<b>TOTAL BASIC SERVICES FEE</b>	\$0.00	\$0.00	\$585.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,665.00	



**ADDITIONAL SERVICES LEVEL OF EFFORT (LOE) FEE ESTIMATE**  
**FRESNO EVERGREEN PROJECT**  
**FORT BEND COUNTY**

**LUMP SUM SERVICE**

<b>1. Subconsultant: Topographic Survey by MBCO</b>			
For breakdown of MBCO, see Attached Proposal Breakdown			
Adjust 6 of the current 98 metes & bounds description acquisition. Also additional topographic surveys in the new areas.	\$	4,500	
Stake four parcels requested by Guess Group	\$	2,415	
Additional	\$	-	
<b>TOTAL ADDITIONAL SERVICES</b>			
	\$	6,915	

## Olivas, Jesus

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**From:** Crump, Andrew  
**Sent:** Tuesday, August 5, 2025 1:55 PM  
**To:** Olivas, Jesus  
**Subject:** FW: FBC Evergreen 20225x parcel R362173-Vargas (Street 12 Parcel 12)

Andrew - to be clear our crew will be on-site next Monday the 4<sup>th</sup> to flag all 4 requested lots. They will meet with Guess Group rep at 8:30am.

They will stake/flag -  
Jesus Vargas I priced **\$567.50**

Additionally you have requested 3 more.

parcel 5 (Perez T), parcel 7 (Perez L) and parcel 8 (Hernandez).

Additional \$1702.50 + 1hr PM \$145.00 = **\$1,847.50**

Total for all four lots - **\$2,415.00** do you approve this staking ?

Regards,

**Brian Scott, RPLS | Sr.Project Manager**



6200 UTSA Boulevard, Suite 210

San Antonio, Texas 78249

**O:** 726.262.6226 | **M:** 512.569.3217

MBCOEngineering.com

TBPELS Engineering Firm #F-16850 | TBPELS Surveying Firm #10194810

**WBE | DBE | SBE | HUB Certified | A TOWER ABOVE™**

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## PROPOSAL FOR LAND SURVEYING SERVICES

July 9, 2025

Andrew Crump, P.E.

HR Green, Inc  
11011 Richmond, Suite 200  
Houston, TX 77042

Ref: Request for boundary surveys for Adjustments for 6 individual parcels, out of the original 98 parcels, Magnolia Place, Fresno, TX in Fort Bend County, Texas.

Andrew:

MBCO is pleased to submit this proposal for professional surveying services for the scope provided by your email on 6/30/2025, which will consist of adjusting 6 of the current 98 Category 1A, Condition III Boundary Surveys and metes & bounds descriptions for acquisition. The proposal also includes additional topographic surveys in the new areas. Reference "Blue" shaded areas on Exhibit "A" attached.

### CONTROL

- MBCO will utilize the existing seventeen (17) primary GPS horizontal control points set by Interland Surveying based on the Texas Coordinate System of 1983, South Central Zone No. 4202, utilizing the vertical datum NAVD88 (2001 Adjustment) and Geoid18.

### CATEGORY 1A, CONDITION III LAND TITLE SURVEY

- MBCO will perform/adjust 6 individual Category 1A, Condition III Land Title Surveys for right-of-way acquisition. The surveys will be accompanied by a metes & bounds description of the survey areas.
- MBCO will research and recover sufficient boundary/right-of-way information necessary to establish the existing boundary/right-of-way within the project area and create metes and bounds description for the areas to be acquired.



- The acquisition areas will be monumented at all new or missing right-of-way/acquisition parcel corners.

### **TOPOGRAPHIC SURVEY**

MBCO will collect additional topographic survey data in the new areas and combine the new data with the existing topographic data currently being used for the current tasks.

### **MBCO ASSUMPTIONS:**

- MBCO will not enter yards/properties over or through locked gates or fences.
- MBCO will not survey yards/properties with animals that are not restrained.
- MBCO cannot control the weather and cannot be held responsible for delays in schedule due to inclement weather.
- MBCO survey field crews must be given access to properties on a timely basis. This proposal makes no allowance for return trips because of access issues. MBCO will need access to parcels on the day of survey. Return trips will incur additional charges.
- The prices in this proposal are lump sum prices for the scope provided. If the amount of parcels or linear feet changes, MBCO reserves the right to adjust fees accordingly.
- MBCO will work tasks in the most efficient manner possible, requests to do tasks out of order may lengthen the schedule timeline and add additional cost.

### **DELIVERABLES:**

- Signed and sealed boundary surveys in .pdf format.
- Signed and sealed metes and bounds description of acquisition parcel in .pdf format
- Metes and bounds description in .doc format for title purposes.
- MicroStation .dgn file of the boundary survey.
- Point File in the standard ASCII (P,N,E,Z,D) format.

### **SCHEDULE:**

MBCO will complete the above-described scope of services within thirty (30) business days from receiving the signed notice-to-proceed.

### **LUMP SUM COMPENSATION:**

**Total Lump Sum Survey Fee \$ 4,500.00**

The above-mentioned Surveying Services is a Lump Sum Fee, which will be billed at project completion or percent completion at the end of every month for the duration of the project, to be paid in full within 30 days of invoice date.

This cost proposal is valid for 30 days from the date of the proposal and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy.

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

A handwritten signature in black ink that reads "Brian D. Scott". The signature is written in a cursive style with a large initial "B" and "S".

Brian D. Scott, RPLS  
Sr. Project Manager

Exhibit "A"

