

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


County Judge KP George
KP George, County Judge


Authorized Agent – Signature

May 23, 2023
Date

David Kermany
Authorized Agent- Printed Name

ATTEST:




Laura Richard, County Clerk

Partner
Title

4/19/2023
Date

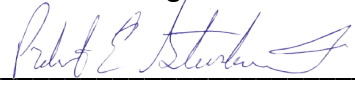
APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 37,000.00 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 Trammel-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

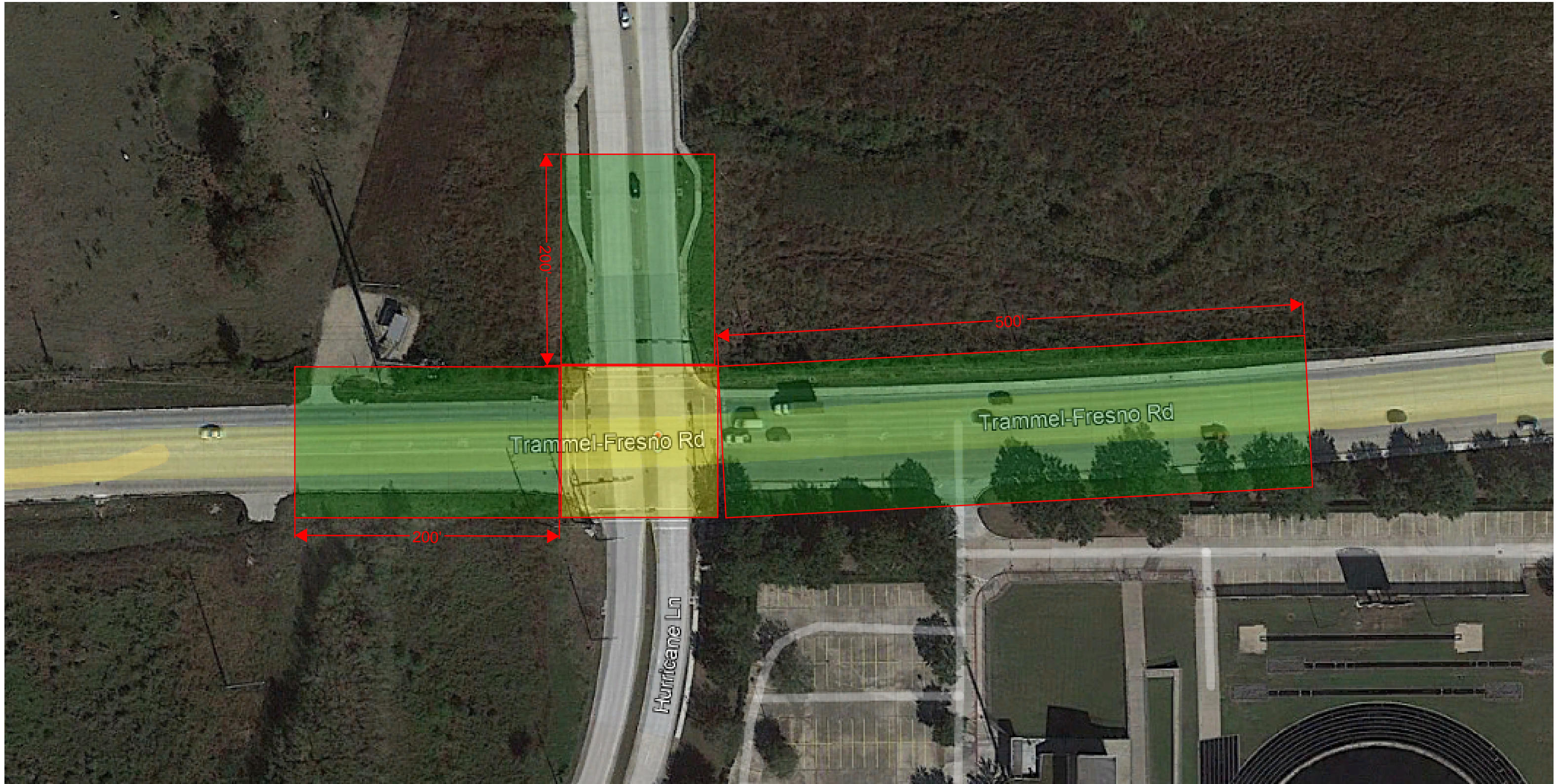
We appreciate your confidence in GeoSurv, Inc. dba TSC Surveying (GeoSurv/TSC) and look forward to working with you on this project. If you have any questions, please call me at 281-229-2949 or 713-784-7777.

Sincerely,



Nelson B. Nuckles, P.E.
Chief Engineer

EXHIBIT A



CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1011081

Date Filed:
04/24/2023

Date Acknowledged:
05/23/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Geosurv, Inc. dba TSC Surveying
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

22-ENG-100871 A1 Prj No. 20220
Topographic surveying services for the intersection of Trammel-Fresno Rd and Hurricane Ln as provided in TSC's Proposal dated August 8, 2022

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fort Bend County	Fort Bend County, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)