

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter "County," and JNS ENGINEERS, LLC, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WHEREAS, County and Contractor entered an Agreement for Professional Engineering Services for improvements to Falcon Landing from Willowfork Buffalo Bayou Bridge to Spring Green and Katy Gaston from 2300' North of Falcon Landing to Falcon Landing located in Fort Bend County, Texas, hereinafter referred to as the "Project," dated October 27, 2011, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal dated April 27, 2012, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

- A. An additional amount not-to-exceed \$48,500.00 shall be available for additional engineering services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$90,500.00, which includes the original scope of work in an amount not-to-exceed \$42,000.00 and the additional services described in Exhibit A.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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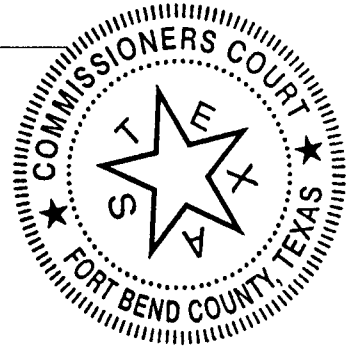
EXECUTION

This First Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: 5-1-2012



ATTEST
Dianne Wilson
Dianne Wilson, County Clerk

APPROVED:
By: *Richard Stolleis*
Richard Stolleis, County Engineer

5-1-2012
Date

JNS ENGINEERS, LLC
Jon V. Strange
Jon V. Strange, P.E., R.P.L.S.

5/1/2012
Date

MER/nm: JNS Engineers.Falcon Landing.AMEND.3791-703 (04/30/12)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$90,500.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor dated April 27, 2012

April 27, 2012

Mr. Richard Stolleis, P.E.
Fort Bend County Engineer
P.O. Box 1449
Rosenberg, TX 77474

Reference: Falcon Landing-Gaston Roadway Improvements
Falcon Landing from Willowfork Buffalo Bayou Bridge to Spring Green
and Gaston from 2300' North of Falcon Landing to Falcon Landing
Engineering Scope of Services-Contract Amendment No. 1
Fort Bend County PO No. 83304 - Mobility Project No. 703 -JNS Job No. 262-04

Dear Mr. Stolleis,

JNS Engineers LLC (JNS) requests an amendment to the current contract for the referenced project. The scope of the project included eight tasks including Interlocal Agreement Coordination, Coordination with Engineers, Traffic Control Plan Coordination, Utility Coordination and Relocation, Survey Control Coordination, Coordination of Right of Way, Construction Activities and Preparation of Survey Descriptions. We have added tasks for developer agreements, coordination of utility relocations, King Family property survey and additional topo survey of Gaston and Greenbusch Roads. The total contract amount for the original eight (8) tasks is \$42,000.00 and we are requesting an additional \$48,500.00 for a total of \$90,500.00. KISD is sharing in the cost in the amount of \$25,000.00 by way of an interlocal agreement that will be approved by the KISD Board on April 30, 2012 and by FBC Commissioner's Court on May 1, 2012.

We are including the following items as support documents for this proposal.

1. Level of Effort by Task
2. Schedule
3. Scope of Services
4. Contract Fee Status

JNS requests additional fees as reflected the attached exhibit. The exhibit reflects the original scope of work for each task with associated fees and the additional scope for the original tasks and for additional tasks with associated fees. In general, the additional fees provide for three interlocal agreements, two developer agreements, eight parcels to be acquired and donation coordination, topographic surveys for Gaston Road drainage between Greenbusch Road and the FBC MUD 58 ditch, topographic surveys for Greenbusch Road north roadside ditch relocation, four utility relocations, two pipeline encroachment

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Mr. Richard Stolleis
April 27, 2012

requests, survey map for remaining property of King Tract, additional coordination due to three design engineers and one signal design engineer, ten months of construction coordination and bid phase services.

The attached spreadsheet reflects the estimated amount for this contract amendment due to the additional contract scope changes listed above. We request an additional fee of \$48,500.00 for a total amended contract amount of \$90,500.00. The Interlocal Agreement provides for \$25,000.00 to be paid by Katy Independent School District (KISD) and \$65,500.00 to be paid by Fort Bend County (FBC). We propose to perform these services for the not to exceed fees as shown for each task based on the attached hourly rate schedule. We will not proceed with any portion of these services unless specifically authorized in writing by the Fort Bend County Engineer or his designated staff.

These fees could be added to the Interlocal Agreement with Katy Independent School District (KISD) or paid directly from Fort Bend County (FBC) funds. FBC and KISD will need to determine the cost sharing of these fees. JNS has previously performed surveying services for the KISD design effort for design survey data needed for the preparation of the construction plans and specifications. Currently the Interlocal Agreement between KISD and FBC considers that all design will be paid by KISD.

The project limits for this project have been expanded to include the drainage from Greenbusch Road to the FBC MUD 58 ditch and Greenbusch Road north roadside ditch relocation from Gaston Road to Willowfork Buffalo Bayou. The scope for the remainder of the project is the same and is reflected as described below.

Reasons for Additional Services –

1. **Task 1** - Original scope was for one (1) Interlocal Agreement. The MUD 185 and MUD 58 Interlocal Agreements were added due to drainage considerations as approved by the Fort Bend county Drainage District. (Additional Fee \$3,500.00 or Total Amended Fee \$8,500.00)
2. **Task 1B** (new item) - Developer Agreements were not in the original scope. Newland and Taylor Morrison will need developer agreements to contribute their share of the Falcon Landing construction costs. JNS has written letters for Jesse Hegemier's signature with a cost estimate spreadsheet for each developer. (Additional Fee \$2,000.00 or Total Amended Fee \$2,000.00)
3. **Task 2** - JNS has provided additional coordination for the KISD engineer and the construction drawings currently are at a 50% level of completion. Additional coordination will be required for the 90% submittal and the final acceptance and approval by the Fort Bend County Engineer. (Additional Fee \$3,000.00 or Total Amended Fee \$8,000.00)
4. **Task 3** - JNS has provided additional coordination for the KISD engineer and the TCP Plan is only at a conceptual level at this time. A final TCP Plan will be generated after additional coordination. JNS will coordinate with TEDSI for signal at Gaston and Falcon Landing. (Additional Fee \$2,000.00 or Total Amended Fee \$7,000.00)
5. **Task 4** - Two (2) encroachment requests were added to the scope due to a request by a land owner who will donate right of way for the project. (One of the encroachment requests was approved by a pipeline company which minimized the right of way required for the donation.) (Additional Fee \$3,000.00 or Total Amended Fee \$4,000.00)
6. **Task 4B** (new item) - The original scope included one (1) utility relocation and currently there will be three (3) additional relocations to be coordinated. (Additional Fee \$2,000.00 or Total Amended Fee \$2,000.00)

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7. **Task 5** - Survey coordination was originally intended for coordination with King Lakes engineers and the Gaston Road Segment 2 engineers. The additional services include the staking of the centerline control and right of way recovery for the construction and the preparation of a survey control map for inclusion into the construction drawings. (Additional Fee \$9,000.00 or Total Amended Fee \$10,000.00)
8. **Task 5B** (new item) - The King Family requested a survey of their remaining property after the right of way donation as a condition of the donation. (Additional Fee \$4,500.00 or Total Amended Fee \$4,500.00)
9. **Task 6** - Originally there were two (2) right of way transactions and donations to coordinate. Six (6) additional tracts were added due to the donations of these properties for future right of way requirements including the current project. (Additional Fee \$4,000.00 or Total Amended Fee \$14,000.00)
10. **Task 7** - The original scope included very limited construction phase coordination because the Katy ISD did not have the expertise to adequately perform these tasks including bid phase monitoring and the initial construction phase. The current scope includes bid tabulation, recommendation letter and monthly coordination to insure the project is completed by July, 2013. (Additional Fee \$0.00 or Total Amended Fee \$5,000.00). This task will be reviewed during the bid phase to consider additional scope during construction phase if the County Engineer needs additional coordination due to the KISD and FBC contract and the King Lakes contract.
11. **Task 8** - Original scope included one (1) description and two (2) landowner entities were added with seven (7) additional descriptions and survey map exhibits. (Additional Fee \$6,000.00 or Total Amended Fee \$16,000.00)
12. **Task 9** (new item) - Additional scope was added due to the drainage boundaries being defined including the filling of the north Greenbusch roadside ditch and the regarding of the Gaston Road ditches to drain the area from Greenbusch Road to the MUD 58 ditch. (Additional Fee \$9,500.00 or Total Amended Fee \$9,500.00)

The Total Additional Fee is \$48,500.00 for a Total Amended Fee of \$90,500.00. A Level of Effort is attached reflecting the estimated hours based on contract hourly rates.

Original Project Limits -

Project limits will include connection of Falcon Landing on east side of Willowfork Buffalo Bayou including paving improvements and bridge crossing of Willowfork Buffalo Bayou; paving and drainage improvements thru Kings Lakes development and John Marshall property connecting to the proposed intersection of Katy Gaston north and south and Falcon Landing to the west; and paving and drainage between KISD High School No. 7 and Cinco Southwest Sections 15 and 25 connecting to the existing Spring Green intersection.

Paving and drainage improvements for Katy Gaston Road from the proposed intersection of Falcon Landing to the north for a distance of 2300 feet or a distance of 300 feet north of the KISD High School No. 7 northeast corner including a transition to the east on Greenbush Road providing a left turn lane. Median openings for all roads or driveways shall be coordinated with KISD High School No. 7, King property, King Lakes and Cinco Southwest.

Listed below is an original scope of services by task for the proposed project:

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- Report directly to Fort Bend County Engineer and his staff as designated by County Engineer during the project
- Coordinate Interlocal Agreement with Fort Bend County, Katy Independent School District (KISD), Pulte and Cinco Southwest
- Review plans to insure all plans are coordinated vertically and horizontally
- Coordinate pipelines and fiber optic cables to allow for construction of paving and drainage
- Coordinate Right of Way acquisition from King family property, John Marshall property and Pulte Kings Crossing Development
- Coordinate bid activities on behalf of Fort Bend County Engineering Department
- Prepare a schedule and maintain schedule during project and report to Fort Bend County Engineer when schedule is not being kept. Coordination of schedule with each participant of inter-local agreement

Listed below are the original items describing the scope of services and the associated not to exceed fee:

1. Inter-local Agreement coordination - \$5,000.00
2. Utility adjustment approval - \$1,000.00
 - a. AT&T fiber optic 30 feet south of Falcon Landing centerline (PBK will do the majority of this coordination)
 - b. Consolidated communications fiber optic cable along the north side of the right of way 25 feet north of the centerline (PBK will do the majority of this coordination)
 - c. Pipelines at the intersection of Falcon Landing and Katy Gaston (PBK will do the majority of this coordination)
3. Right of way acquisition coordination - \$10,000.00
 - a. King property for Gaston (KISD will provide surveys)
 - b. John Marshall property for Falcon Landing (Pulte will provide survey)
4. Traffic Control Plan coordination - \$5,000.00
 - a. Coordination of traffic control plan (PBK will perform engineering for TCP)
5. Contract document coordination - \$5,000.00
 - a. Coordinate the vertical and horizontal alignment between Brown & Gay and PBK
 - b. Combine drawings (PBK and Brown & Gay will provide drawings)
 - c. Bid quantity coordination (PBK and Brown & Gay will provide quantities)
 - d. Prepare combined specifications (utilize Fort Bend standard specifications from mobility projects)
 - e. Prepare detail cost estimate (PBK and Brown & Gay will provide quantities)
6. Survey Coordination - \$1,000.00
 - a. Coordinate vertical and horizontal survey control (PBK and Brown & Gay will design and provide CADD file)
 - b. Centerline and right of way location coordination (KISD and Pulte will provide field surveys)
 - c. Temporary benchmark coordination (KISD and Pulte will provide field surveys)
7. Construction phase coordination - \$5,000.00
 - a. Coordinate bi-weekly meetings for one year
 - b. Coordinate requests for information and obtain input from PBK and Brown & Gay
 - c. Coordinate submittals and obtain input from PBK and Brown & Gay
8. Prepare metes and bounds description for Gaston ROW through the King Property - \$10,000.00

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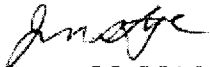
Page 5
Mr. Richard Stolleis
April 27, 2012

The total fee based on the original scope of services is \$42,000.00. This proposal for the not to exceed amount of \$90,500.00 amends the previous agreement in association with FBC P.O. Number 83304 dated October 27, 2011. KISD has agreed to pay \$25,000.00 in accordance with the interlocal agreement that will be approved on April 30, 2012 and planned to be on Commissioner's Court Agenda on May 1, 2012.

We have prepared a Contract Fee Status spreadsheet that includes the status of the project thru March 31, 2012 including the cash flow for the amended amounts thru July 2013. We have also included a schedule that reflects the tasks in a bar schedule format. The schedule is also reflected as a column on the Engineering Scope of Services for Contract Amendment No. 1.

Please consider this proposal and supporting documentation. Should you like to meet to discuss this further, please let me know.

Sincerely,
JNS Engineers, LLC



Jon N. Strange, P.E., R.P.L.S.
President

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Falcon Landing – Gaston Roadway Improvements
 Falcon Landing from Willowbrook Buffalo Bayou Bridge to Spring Green
 and Gaston from 2300' North of Falcon Landing to Falcon Landing
 Engineering Scope of Services for Contract Amendment
 4/23/2012 - REVISED 04/27/12

NO. 04-81334
 Monthly Payment for TOS
 No. 04-81334-001 No. 04-81334-002

Task	Current Contract Amount	Total Fee Thru 3/31/12	Fee Balance Remaining 3/31/12	Additional Fees Requested	Amended Contract Amount	Comments	Schedule for Completion
1 Interlocal Agreement Coordination	\$ 5,000.00	\$ 6,755.00	\$ 11,755.00	\$ 3,500.00	\$ 8,500.00	Three (3) Interlocal Agreements (initially only 1) KATY BLD, MIDD 185, MIDD 58	6/30/2012
1.B Developer Agreements				\$ 2,000.00	\$ 2,000.00	Two Developer Agreements (Taylor Morrison and Newland)	6/30/2012
2 Coordinate Combined Drawings from Engineers, Prepare Project Manual, Coordinate Connection Points	\$ 5,000.00	\$ 5,000.00	\$ (40.00)	\$ 3,000.00	\$ 4,000.00	Coordination with PDK, C.A. Brown & Gray, Benchmark, Merrittage Morris (Brown & Gray)	8/31/2012
3 Coordinate Combined Traffic Control Plan from other Engineers	\$ 5,000.00	\$ 4,750.00	\$ 270.00	\$ 2,000.00	\$ 7,000.00	Coordination with TDS for signal at Gaston and Falcon Landing	8/31/2012
4 Utility Coordination and Re-location	\$ 1,000.00	\$ 960.90	\$ 40.00	\$ 3,000.00	\$ 4,000.00	Two (2) Pipeline Encroachment Requests (initially none), Requested by Land Owners in part of Gaston Road, Three (3) Pipeline Crossings, ATMOS, Enterprise, DOW	7/31/2012
5 Survey Control Coordination	\$ 1,000.00	\$ 650.00	\$ 350.00	\$ 9,000.00	\$ 10,000.00	Survey Control and ROW for Construction, Survey Control Map	Map 7/31/2012 Control 10/31/2012
6 King Property Survey				\$ 4,500.00	\$ 4,500.00	Requested by King Property for ROW Deduction	6/7/01/2012
6 Coordination of Right of Way Acquisition for King Property (2), Gustation Priority (2) and Silver Ranch (4) for a total of eight (8)	\$ 10,500.00	\$ 8,245.00	\$ 1,255.00	\$ 4,000.00	\$ 14,000.00	Additional Parcels - Eight (8) total with King ROW as the original scope - Gustation (2), Silver Ranch (4), King Property (2)	5/31/2012
7 Coordinate Construction Approvals	\$ 5,000.00	\$ 5	\$ 4,995.00	\$ 5,000.00	\$ 5,000.00	Ins Phase Services and Attendance at Permit/Construction Meeting	7/31/2012
8 Prepare Plans & Bonds, Deduction for King Property and Coordinate Acquisition and Sur (6) others	\$ 20,000.00	\$ 14,047.50	\$ (4,542.50)	\$ 6,000.00	\$ 16,000.00	Eight Deductions of \$2000 per parcel	5/31/2012
9 Additional Topo for Greenbush and Gaston Road				\$ 9,500.00	\$ 9,500.00	Topo of Greenbush for fill of north road side (Beds 12000 Linear Feet)	5/31/2012
TOTAL	\$ 42,000.00	\$ 41,497.90	\$ 502.50	\$ 45,500.00	\$ 68,500.00	KRSO share \$28500, FRC Share \$75500 per Interlocal Agreement Section 5.04	7/31/2012
4B. Utility Relocations				\$ 2,000.00	\$ 2,000.00	Power Poles, Gas Lines, AT&T Consolidated	5/30/2012
TOTAL FEE WITH UTILITY LOCATIONS	\$ 42,000.00	\$ 41,497.90	\$ 502.50	\$ 48,500.00	\$ 90,500.00		5/30/2012

Hourly Rates

1. Standard Rates are \$125.00 per hour for Professional Engineering Services for each hour worked. (Call 817.620.5874 for details)

Project Manager	\$	720.00
Project Engineer	\$	144.00
Designer	\$	90.00
CAAD	\$	75.00
Quantity	\$	60.00
GPS	\$	15.00
Survey Technician	\$	100.00
Man Survey Crew	\$	115.00
Man Survey Crew	\$	150.00

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SECTION III
TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV
LIABILITY INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION V
NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Agreement for Professional Engineering Services
JNS Engineers, LLC – Falcon Landing
Page 2 of 10

A. If to the Contractor:

JNS Engineers, LLC
722 Pin Oak Road, Suite 202A
Katy, Texas 77494
Attn: Jon N. Strange, P.E., R.P.L.S.

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg TX 77471

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

- 5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI
LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$42,000.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$42,000.00.

SECTION VII
SUCCESSORS AND ASSIGNS

- 7.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

Agreement for Professional Engineering Services
JNS Engineers, LLC – Falcon Landing
Page 3 of 10

SECTION VIII
PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X
OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XI
INDEMNIFICATION

- 11.01 **CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE**

- NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 11.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION XII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIII
MISCELLANEOUS

- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

EXECUTION PAGE TO FOLLOW

SECTION XIV
EXECUTION

This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:



Gilbert D. Jalomo, Jr., CFPB County Purchasing Agent

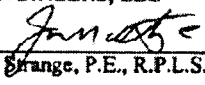
10-27-11
Date

APPROVED:

By: _____
D. Jesse Hegemier, County Engineer

Date

JNS ENGINEERS, LLC



Jon N. Strange, P.E., R.P.L.S.

10-19-11
Date

MER: Kelly Keluz Courtouse Restoration 3887

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$42,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Contractor date October 13, 2011

Exhibit A



October 13, 2011

Mr. Jesse Hegemier
Fort Bend County Engineer
P.O. Box 1449
Rosenberg, TX 77474

Reference: Falcon Landing – Katy Gaston Roadway Improvements
Falcon Landing from Willowfork Buffalo Bayou bridge to Spring Green
and Katy Gaston from 2300' North of Falcon Landing to Falcon Landing
Engineering Scope of Services
JNS Job No. 262-04

Dear Mr. Hegemier:

JNS Engineers LLC is pleased to prepare this proposal for professional engineering services to coordinate and provide administrative assistance to the Fort Bend County Engineering Department for the referenced project. We propose to perform these services as described below for the not to exceed fees as shown for each task based on the attached hourly rate schedule. We will not proceed with any portion of these services unless specifically authorized in writing by the Fort Bend County Engineer or his designated staff.

Project limits will include connection of Falcon Landing on east side of Willowfork Buffalo Bayou including paving improvements and bridge crossing of Willowfork Buffalo Bayou; paving and drainage improvements thru Kings Lakes development and John Marshall property connecting to the proposed intersection of Katy Gaston north and south and Falcon Landing to the west; and paving and drainage between KISD High School No. 7 and Cinco Southwest Sections 15 and 25 connecting to the existing Spring Green Intersection.

Paving and drainage improvements for Katy Gaston Road from the proposed intersection of Falcon Landing to the north for a distance of 2300 feet or a distance of 300 feet north of the KISD High School No. 7 northeast corner including a transition to the east on Greenbush Road providing a left turn lane. Median openings for all roads or driveways shall be coordinated with KISD High School No. 7, King property, Kings Crossing and Cinco Southwest

Listed below is a general scope of services by task for the proposed project:

722 Pin Oak Road, Suite 202A, Katy, TX 77454 Ph 281 391 3356 Fax 281 391 3375 jns@jns-engineers.com www.jns-engineers.com

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- Report directly to Fort Bend County Engineer and his staff as designated by County Engineer during the project
- Coordinate Inter-local Agreement with Fort Bend County, Katy Independent School District (KISD), Pulte and Cinco Southwest
- Review plans to insure all plans are coordinated vertically and horizontally
- Coordinate pipelines and fiber optic cables to allow for construction of parking and drainage
- Coordinate Right of Way acquisition from King family property, John Marshall property and Pulte Kings Crossing Development
- Coordinate bid activities on behalf of Fort Bend County Engineering Department
- Prepare a schedule and maintain schedule during project and report to Fort Bend County Engineer when schedule is not being kept. Coordination of schedule with each participant of inter-local agreement

Listed below are some items describing the scope of services and the associated not to exceed fee:

1. Inter-local Agreement coordination - \$5,000.00
2. Utility adjustment approval - \$1,000.00
 - a. AT&T fiber optic 30 feet south of Falcon Landing centerline (PBK will do the majority of this coordination)
 - b. Consolidated communications fiber optic cable along the north side of the right of way 25 feet north of the centerline (PBK will do the majority of this coordination)
 - c. Pipelines at the intersection of Falcon Landing and Katy Gaston (PBK will do the majority of this coordination)
3. Right of way acquisition coordination - \$30,000.00
 - a. King property for Katy Gaston (KISD will provide surveys)
 - b. John Marshall property for Falcon Landing (Pulte will provide survey)
4. Traffic Control Plan coordination - \$5,000.00
 - a. Coordination of traffic control plan (PBK will perform engineering for TCP)
5. Contract document coordination - \$5,000.00
 - a. Coordinate the vertical and horizontal alignment between Brown & Gay and PBK
 - b. Combine drawings (PBK and Brown & Gay will provide drawings)
 - c. Bid quantity coordination (PBK and Brown & Gay will provide quantities)
 - d. Prepare combined specifications (utilize Fort Bend standard specifications from mobility projects)
 - e. Prepare detail cost estimate (PBK and Brown & Gay will provide quantities)
6. Survey Coordination - \$1,000.00
 - a. Coordinate vertical and horizontal survey control (PBK and Brown & Gay will design and provide CADD file)
 - b. Centerline and right of way location coordination (KISD and Pulte will provide field surveys)
 - c. Temporary benchmark coordination (KISD and Pulte will provide field surveys)
7. Construction phase coordination - \$5,000.00
 - a. Coordinate bi-weekly meetings for one year
 - b. Coordinate requests for information and obtain input from PBK and Brown & Gay
 - c. Coordinate submittals and obtain input from PBK and Brown & Gay

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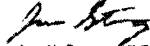
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Mr. Jesse Hegemier
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- 8. Prepare metes and bounds description for Katy Gaston ROW through the King Property - \$10,000.00

The total fee based on this scope of services is \$42,000.00.

Please consider this when we meet.

Sincerely,
JNS Engineers, LLC



Jon N. Strange, P.E., R.P.L.S.
President

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Falcon Landing – Katy Gaston Roadway Improvements
Falcon Landing from Willowfork Buffalo Bayou Bridge to Spring Green
and Katy Gaston from 2300' North of Falcon Landing to Falcon Landing
Engineering Scope of Services
JNS Job No. 262-04
10/13/2011

	Task	Proposed Fee
1	Inter-local Agreement Coordination	\$ 5,000.00
2	Coordinate Combined Drawings from Engineers, Prepare Project Manual, Coordinate Connection Points	\$ 5,000.00
3	Coordinate Combined Traffic Control Plan from other Engineers	\$ 5,000.00
4	Utility Coordination and Relocation	\$ 1,000.00
5	Survey Control Coordination	\$ 1,000.00
6	Coordination of Right of Way Acquisition	\$ 10,000.00
7	Coordinate Construction Activities	\$ 5,000.00
8	Prepare Metes & Bounds Description for King Property and Coordinate Acquisition	\$ 10,000.00
	TOTAL	\$ 42,000.00

Hourly Rates

Project Manager	\$ 170.00
Project Engineer	\$ 140.00
Designer	\$ 90.00
CADD	\$ 75.00
Clerical	\$ 60.00
RPLS	\$ 155.00
Survey Technician	\$ 105.00
2-Man Survey Crew	\$ 115.00
3-Man Survey Crew	\$ 150.00

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