

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Design, Surveying, and Construction Phase Services – Project No. 23109)

This Agreement for Professional Engineering Services (“Agreement”) is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and JNS Engineers, LLC (“Engineer”), a Texas limited liability company. County and Engineer may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Engineer is a professional engineering firm which provides engineering design, surveying, and construction phase services in the Greater Houston Area; and

WHEREAS, County desires for Engineer to provide such professional engineering services for paving improvements at Falcon Landing Blvd at Rowing Oaks Drive under Mobility Bond Project No. 23109; and

WHEREAS, Engineer represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Engineer is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Engineer shall render services to County as provided in Engineer’s Proposal dated October 14, 2024 attached hereto as “Exhibit A” and incorporated herein by reference (the “Services”).

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2028. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is One Hundred Thousand Nine Hundred Fifty Eight and 00/100 Dollars (\$100,958.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
- (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
- (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$100,958.00. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 \$100,958.00 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$100,958.00.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and

products/completed operations arising out of the business operations of the policyholder.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, HALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT,

ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers,

or volunteers performing work required hereunder shall be deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c)

is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

(a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.

(b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

- (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
- (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
- (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
- (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
- (5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
 - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other

inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Engineer: JNS Engineers, LLC
Attn: JON N. STRANGE, P.E.
722 Pin Oak Rd, Suite 202A
Katy, Texas 77494

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer's Proposal to County's waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer's Proposal are hereby deleted.
30. **Indemnification by County.** ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled "Agreement for Professional Engineering Services" and the terms of Engineer's Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case 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 provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **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, 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, Engineer 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.
38. **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.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **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.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

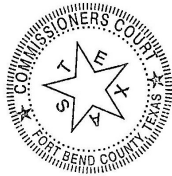
KP George

KP George, County Judge

November 12, 2024

Date

ATTEST:



Laura Richard

Laura Richard, County Clerk

**JNS ENGINEERS, LLC,
a Texas limited liability company**

Jon N. Strange

Authorized Agent – Signature

Jon N. Strange

Authorized Agent- Printed Name

PRESIDENT

Title

10-25-24

Date

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 100,958.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Engineer's Proposal Follows Behind)

Revised October 14, 2024

Fort Bend County Engineering
c/o Kevin Mineo, PE
Vice President-Transportation
Binkley and Barfield Inc / DCCM
1710 Seamist Drive
Houston, Texas 77008

Attention: Mr. Zach Jacobson, P.E., ENV SP

Reference: Falcon Landing BLVD at Rowing Oaks Drive
Fort Bend County Project No.23109, Precinct No. 1 (2023 Mobility Bonds)
JNS Proposal No. 24-07-03 23109 Falcon Landing Boulevard
at Rowing Oaks Drive
JNS Job No. 262-11

Dear Mr. Mineo:

JNS Engineers LLC (JNS) is pleased to present this proposal for professional engineering and surveying services for the above-referenced project. The proposed scope and proposal are based on an email from **Ike Akinwande, SE, PE, MLSE, Assistant County Engineer**, dated May 28, 2024, and email from Kevin Mineo, P.E. and Zach Jacobson, P.E. with Binkley and Barfield (BBI) on behalf of Fort Bend County Engineering (See Email copy attached) for the Falcon Landing Boulevard at Rowing Oaks Drive Paving Improvements. This letter proposal with attachments will be Exhibit A to Fort Bend County Engineers contract agreement.

Our team consists of JNS for civil engineering and land surveying and Geoscience Engineering & Testing for geotechnical services. The exhibit, KMZ of all Pct 1 projects, a schematic layout of the project that has been accepted by Fort Bend County Precinct One staff and construction cost estimate was provided by BBI to aid in the scoping the project. These are initial layouts are being used for this proposal, however the design engineer (JNS) is responsible for doing their own due diligence in scoping out the project and providing the best engineering solution.

Scope of Services

Preliminary Design

1. **Preliminary Engineering Report** – JNS will prepare a preliminary design and one (1) alternative in accordance with Fort Bend County Engineering Roadway Standards utilizing the survey work performed by JNS. Tasks include meetings and coordination with Fort Bend County Engineering, Precinct One Staff, and BBI: preparation of roadway design layouts: Preparation of a preliminary cost estimate and attendance at preliminary design meetings as required.
2. **Drainage Report** – No drainage will be necessary for this project because no mitigation will need to be analyzed due to the additional roadway being constructed and the new roadway will be constructed inside the existing median area.

Surveying Services – JNS will perform the topographic survey for approximately 2000 feet along Falcon Landing Boulevard (1000 feet east and west of Rowling Oaks Drive Intersection and the approximate 400 feet of Rowling Oaks Drive. The survey limits will be the full road right of way width plus 25 feet for Falcon Landing Boulevard and Rowling Oaks Drive. All survey work will be performed in accordance with Fort Bend requirements and standards.

1. **Topographic Survey** along Falcon Landing Boulevard (1000 feet east and west of Rowling Oaks Drive and the approximate 400 feet of Rowling Oaks Drive. The survey limits will be the full road right of way width plus 25 feet on each side for Falcon Landing Boulevard and Rowling Oaks Drive. **See Exhibit No. 1** reflecting the limits of the topographic survey to be performed and **Exhibit No. 2** Level of Effort (LOE) and **Exhibit No. 7** Project Photos of Existing Conditions.
2. **Parcels** - No parcels are anticipated for the scope defined by BBI and Fort Bend County
3. **Construction Phase Surveying** – JNS will perform the following surveying services prior to the commencement of construction. Recover and flag horizontal and vertical control points. These control points will be set during the design or preliminary phase of the project. **See Exhibit No. 2** for Level of Effort for Surveying Services

Subsurface Utility Engineering (SUE) – JNS will determine the depth of utilities that are in the area and that may conflict with the additional roadway construction. We have applied a cost allowance in this proposal for this work for a third-party company to pothole or hydro- excavate to locate these utilities and a JNS survey crew will obtain elevations for the top of the utility pipes. The SUE will be possibly necessary to obtain a Letter of No Objection (LONO) from FBCMUD 185 district engineer for the underground facilities that are pressure pipes such as sanitary sewer force mains and water lines. The project is totally in the boundaries of FBCMUD185, and we will determine if there are any private utilities that may need to be determined to locate the horizontal and

vertical locations. Quality level C/D will be used on the remainder of the utilities. Based on JNS initial review of Railroad Commission records and visual inspection of the project area there are no pipelines in the project area as defined by the current limits of survey. **THESE SERVICES WILL BE DONE LATER IF NEEDED FOR MORE EXACT LOCATION OF UTILITIES**

Geotechnical Engineering – Geotechnical Services will be provided by Geoscience Engineering and Testing (GET). JNS will provide the approximate locations and spacing of approximately 500 feet between borings. Three ten (10) foot depth borings will be required and are recommended with the 8-inch paving being cored at the boring locations to verify existing paving depth. Get will obtain the clearance from the underground utility companies to ensure that there will not be any conflicts with the utilities and the FBCMUD 185 water and sanitary sewer lines. **See Exhibit No. 4.**

Design Engineering Services – Basic services for Design, Bid and Construction Phase Services will be provided by JNS for Falcon Landing Boulevard for right turn lane and paving improvements in accordance with Fort Bend County Engineering requirements. Basic services will include the following components described below:

1. Paving and Drainage Construction Documents

Prepare construction plans and technical specifications for paving improvements including roadway design, signage and paving markings, pollution prevention plans, and traffic control plans. Includes coordination with GET for geotechnical services for preparation of a Geotechnical Investigation and Report which the civil engineering design will be based upon. Upon receipt of the approval of the Fort Bend County Engineering, the FBCMUD 185 district engineer, and private utilities, a LONO for the final design will be requested from each utility company in the area of construction, JNS will proceed with the final Civil engineering design drawings after preliminary approval as required by each public agency, FBCMUD 185 and private utility companies.

There will be no detailed environmental studies required and only a desktop environmental study will be done, as necessary.

2. Parcel Acquisition Services

No Parcels for easements or right of way are anticipated to be needed for the scope of work required for this project.

3. Agency Approvals and Project Coordination

After reviewing the plans with BBI, JNS will assist in coordination of approvals by Fort Bend County Engineering, FBCMUD 185 district engineer, and private utilities.

If necessary, we will revise our plans and design to satisfy the different agencies and private utilities approvals.

4. Utility Coordination

During the design phase we will coordinate with Utility companies by furnishing them plans and meet with them as needed to coordinate any necessary adjustments or relocations of their facilities. JNS will perform any design for these adjustments or relocations, if necessary, for the scope of this work. The design fee only includes coordination and any design by JNS. The adjustments or relocations, if necessary, will be designed by JNS as well as the relocation to be performed. JNS will coordinate with FBCMUD 185 district engineer and obtain a LONO, if a force main or water line needs any adjustment or relocations.

5. Contract Bid and Award Services

JNS will prepare and provide bidding documents for construction of the project as defined in this proposal. JNS will review bids, prepare a bid tabulation, and recommend award of the construction contract.

6. Other Expenses

Fort Bend County shall be responsible for any review fees to be paid associated with the project. Additionally, Fort Bend County shall be responsible for any utility adjustments or relocation fees.

Construction Phase Services

1. Construction Phase – Engineering

Provide Construction Phase Services Including:

1. Attending Pre-construction meeting
2. Attending status meetings, as necessary
3. Review contractor's shop drawings and submittals
4. Reviewing request for information (RFIs) from the contractor and make a recommendation for RFI to BBI and Fort Bend County Engineering
5. Site visit to address RFIs
6. Preparation and submittal record drawings to BBI and Fort Bend County.
Record drawings are based on contractor submitted data on a red lined

(Adobe or Blue Beam or equal) drawings in a legible and easily read format.
These record drawings shall be inserted into the project CADD files.

Compensation

We propose to provide the above-described services for the fees itemized below. Services provided on a lump sum basis shall be invoiced monthly with percentage of competition applied to the agreed upon lump sum fee up to billing date and those services noted as hourly will be based on hourly rates for services competed for that billing period based on man-hours completed. **See Exhibit No. 10 for Hourly Rate Schedule for Basis Fee Determinations Level of Efforts (LOEs) and for Additional Services Not to Exceed (NTE) for JNS Hourly Rates**

ITEM	DESCRIPTION	FEE BASIS	FEE
ADDITIONAL SERVICES			
1	Surveying Basic Services See Exhibit No. 2 for LOE		
	a. Topographic Surveying	Lump Sum	\$19,620.00
	b. Parcels for Acquisition N/A	Lump Sum	
	c. Abstracting N/A	Lump Sum	
	d. Coordination of Abstracting N/A	Lump Sum	
	e. Boundary, Control and Monumentation N/A	Lump Sum	
	f. Survey Field Control and Control Sheets N/A	Lump Sum	
	SUBTOTAL SURVEYING FEES Not Incl Construction Survey		\$19,620.00
2	Geotechnical Services Exhibit Nos. 4	Lump Sum	\$7,878.00
3	Coordination of Geotechnical Services with Geoscience Eng and Testing	Lump Sum	\$1,310.00
4	Traffic Control Plan (TCP)	Lump Sum	\$5,525.00
5	Coordination with HOA	Lump Sum	\$2,440.00
6	Additional Services for Status Meetings	Hourly Rates	\$4,555.00
7	SUE N/A		
8	Surveying for SUE Work N/A		
	SUBTOTAL ADDITIONAL SERVICES Item Nos. 2 thru 6		\$21,708.00
9	Construction Phase Services – Engineering See Eng LOE Exhibit No 3	Hourly Rates	\$4,620.00
10	Construction Phase – Surveying See Surveying LOE Exhibit No 2	Hourly Rates	\$4,450.00

		SUBTOTAL CONSTRUCTION PHASE SERVICES Item Nos. 9 and 10		\$9,070.00
		SUBTOTAL ADDITIONAL SERVICES Item Nos. 2 thru 6		\$21,708.00
		TOTAL ADDITIONAL SERVICES Item Nos 1 thru 10		\$50,398.00
		For Items Nos. 3, 4, 5, and 6 See ENG LOE Exhibit No. 3		\$13,830.00
BASIC ENGINEERING SERVICES				
DESIGN PHASE ENGINEERING SERVICES				
	1	Preliminary Design Phase Paving and Drainage Construction Plans (40 % of Total Design Fee \$46,630 SEE ENG LOE Exhibit No. 3)	Lump Sum	\$18,652.00
	2	Final Design Phase Paving and Drainage Construction Plans includes Contract and Bid Phase (\$3,930) (60 % of Total Design Fee \$46,630 SEE ENG LOE Exhibit No. 3)	Lump Sum	\$31,908.00
	3	Utility Coordination N/A		
	4	Contract Bid and Award Phase SEE ENG LOE Exhibit No. 3 Included with Final Design Phase Item No. 2	Lump Sum	\$3,930.00
		SUBTOTAL DESIGN PHASE SERVICES Item Nos.1 thru 2		\$50,560.00
		TOTAL BASIC ENGINEERING		\$50,560.00
		TOTAL ESTIMATED FEE INCLUDING, SURVEYING BASIC SERVICES, ADDITIONAL SERVICES AND BASIC ENGINEERING		\$100,958.00
		Total Engineering and Surveying Fee		\$100,958.00

The total fees in the amount of **\$100,958 .00 See Exhibit No 3**. The construction cost in the amount of **\$477,347.75** (Including Contingencies of 15 %) **See Exhibit No 5**. This project will require more attention to the needs of the Marshall Oaks neighborhood due to the sensitivity for the access and exit that will be achieved with this project. We have discussed the project with Commissioner Morales office and JNS does have good local

and working knowledge of the area due to past experience with a Fort County project on Falcon Landing Boulevard and Gaston Road and access to the Marshall Oaks subdivision.

SCHEDULE

Attached to this proposal See Exhibit No. 9

ASSUMPTIONS AND EXCLUSIONS

In preparation of this proposal, we have made the following assumptions and Exclusions:

1. Utility Relocations are not part of this.
2. Proposal Contractor is responsible for all permits and permit fees.
3. The contractor is responsible for all construction staking.
4. Construction Material Testing is not Part of this proposal.
5. There is no Parcel acquisition as part of this proposal.
6. Specifically Excluded from these services the contractors means or methods for construct or safety procedures, which shall be the sole responsibility of the contractor.
7. The client is responsible for all agreements that will be needed to complete this project, however any LONOs will be coordinated and obtained by JNS.
8. The scope was based on the information provided and the alternative selected was the scope as accepted by Fort Bend County Engineering, FBC Precinct One Staff and BBI.
9. An exhibit is being prepared to be reviewed with BBI during the Proposal Phase of this project and during the preliminary report and design phase. JNS would like to review this exhibit with BBI as needed to review some suggested additional traffic control for movement from and to Falcon Landing. The median could feature a S-Median may be an area where we may want to add an alternate to not show this feature and allow a left turn from Rowling Oaks Drive onto east bound Falcon Landing and also a left turn from Rowling Oaks east bound on Falcon Landing to Rowling Oaks. We consider that the residents may not be in support of this restriction for access and exit to and from Rowling Oaks. This would let traffic exit Rowling Oaks Drive only to go west bound on Falcon Landing. There is another exit from Marshall Oaks subdivision at Greenbusch Road on the north side of the subdivision. We also don't have any traffic counts at the two exits and entrances.
10. The county has previously met with the HOA so there will not be a need to approach the HOA to see if they could get some feedback on how the county can construct a safe exit and entrance to Marshall Oaks but still allow the residents for convenient traffic movements. We don't know what kind of accidents have occurred at both entrances to Marshall Oaks. The county may want to do a traffic

warranty study at both entrances to see if there is a need for a signal at one or both of the connections to Falcon Landing Boulevard and Greenbusch Road.

11. All boundary survey tasks and fees were deleted from this proposal including locating boundary and abstracting because the scope of the project was to not perform any construction on the north side of Falcon Landing.
12. All SUE related work was deleted because based on the FBCMUD 37 drawings there should not be any force mains or water lines in the construction area (See Item 11 above).

ADDITIONAL SERVICES

1. We have made a good faith effort to describe and account for all services needed, however if such services are required by the client JNS will provide a separate proposal for these services and JNS will not proceed until the services until JNS have been authorized in writing to proceed with these additional services.
2. All services shall be performed in accordance with the Professional Services Agreement (PSA) dated TBD. Receipt of an executed copy of the PSA shall be our authorization to proceed with these services.

CONSTRUCTION COST ESTIMATE

A Preliminary Estimate of Probable Cost is attached in the amounts summarized below and detailed in the attached cost estimate (Estimate Based on the BBI and Fort Bend Schematic Design accepted by Fort Bend County): **See Exhibit No.5**

A.	Site Preparation and Earth Work	\$43,980.00
B.	Paving	\$312,500.00
C.	Storm Sewer	\$0.00
D.	Existing Ditches	\$0.00
E.	Traffic Control Plan	\$21,040.00
F.	Signing and Paving Markings	\$20,730.00
G.	Traffic Signal	\$0.00
H.	Storm Water Pollution Prevention Plan	\$16,835.00
I.	Extra Work Items	\$0.00
	Subtotal Construction Estimate	\$415,085.00
	Contingencies (15 %)	\$62,262.75
	Total Construction Estimated with Contingencies	\$477,347.75
	Engineering and Surveying Fee	\$100,958.00
	Total Estimated Project Cost	\$578,305.75

A preliminary drawing list has been prepared in preparation of this proposal and is attached. **See Exhibit No. 8**

Listed below are the list of attachments and their Exhibit Nos:

- Exhibit No. 1- Topographic Survey Limits of Survey
- Exhibit No. 2- Level of Effort for Survey Services
- Exhibit No. 3- Level of Effort for Engineering Services
- Exhibit No. 4- Proposal from Geoscience Engineering and Testing
- Exhibit No. 5- Cost Estimate of Probable Estimated Cost
- Exhibit No. 6- Photos of Project Site (6and 6A)
- Exhibit No. 7- Drawing Reflecting the Proposed work for this Scope
- Exhibit No. 8- Preliminary Drawing List
- Exhibit No. 9- Preliminary Schedule for Design, Bidding, and Construction
- Exhibit No. 10- Hourly Rate Schedule

The total fees in the amount of **\$100,958.00 See Exhibit No. 3.** The construction cost in the amount of **\$477,347.75 (Including Contingencies of 15 %) See Exhibit No. 5** This project will require more attention to the needs of the Marshall Oaks neighborhood due to the sensitivity for the access and exit that will be achieved with this project. We have discussed the project with Commissioner Morales office and JNS does have good local and working knowledge of the area due to past experience with a Fort County project on Falcon Landing Boulevard and Gaston Road and access to the Marshall Oaks subdivision.

Please review this proposal and call if you have any questions or comments. We look forward to working with Binkley and Barfield, Inc. and the Fort Bend County Engineering Department on this important project for Fort Bend County Precinct One.

Sincerely,
JNS Engineers LLC
TPBE Firm No. 11653



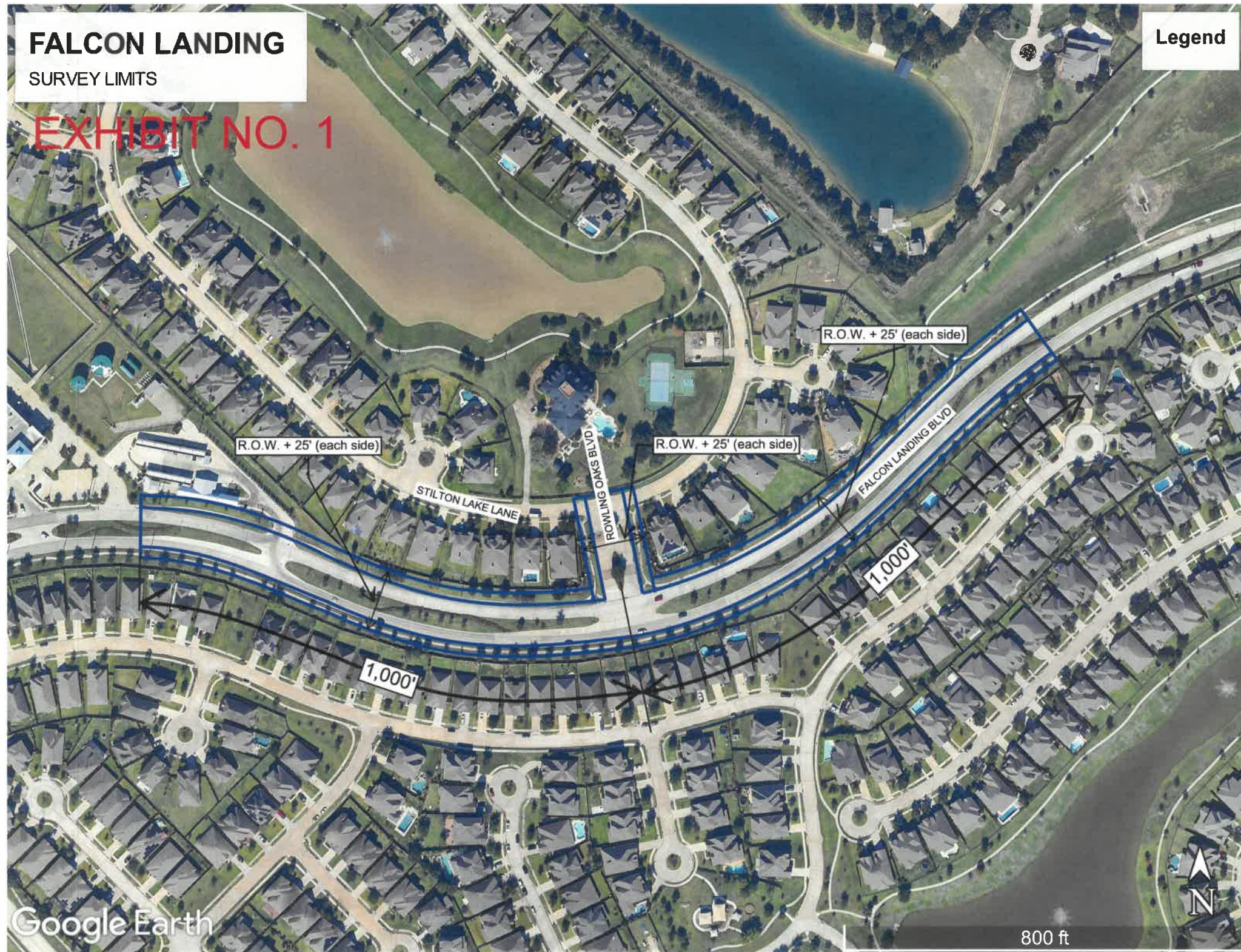
Jon N. Strange, P.E., R.P.L.S.
President

FALCON LANDING

SURVEY LIMITS

EXHIBIT NO. 1

Legend



FB Project No 23109 Falcon Landing Additional Lane
 From Approx. 600 LF West of Rowling Oaks Road To
 600 LF East of Rowing Oaks Drive

EXHIBIT NO. 2
SURVEYING MAN-HOUR PROJECTIONS
 August 26, 2024

	SHEET	PRINCIPAL IN CHARGE	PROJECT MANAGER	REG LAND SURVEYOR	SURVEY TECH	CADD TECH	3-MAN CREW	CLERICAL	REIMBURSE ABLE	TOTAL HOURS	SUBTOTAL	TOTAL
1	TOPOGRAPHIC SURVEY FIELD AND DRAWINGS	0.0	1.0	1.0	6.0	6.0	8.0	0.0		22.0	\$ 3,840.00	
2	TOPOGRAPHIC SURVEY FIELD AND DRAWINGS	0.0	1.0	1.0	6.0	6.0	8.0	0.0		22.0	\$ 3,840.00	
3	TOPOGRAPHIC SURVEY FIELD AND DRAWINGS	0.0	1.0	1.0	6.0	6.0	8.0	0.0		22.0	\$ 3,840.00	
4	SURVEY CONTROL FIELD AND DRAWINGS	0.0	1.0	1.0	5.0	5.0	8.0	0.0		20.0	\$ 3,580.00	
5	Boundary and ROW Recovery	0.0	2.0	2.0	8.0	6.0	8.0	0.0		26.0	\$ 4,520.00	
6	TOTAL HOURS Surveying	0.0	6.0	6.0	31.0	29.0	40.0	0.0		112.0	\$ 19,620.00	\$ 19,620.00
7	HOURLY RATE	\$ 260.00	\$ 210.00	\$ 190.00	\$ 140.00	\$ 120.00	\$ 235.00	\$ 90.00			\$ 19,620.00	
8	SUB TOTAL HOURS for Surveying Services	\$ -	\$ 1,260.00	\$ 1,140.00	\$ 4,340.00	\$ 3,480.00	\$ 9,400.00	\$ -	\$ -	19620.0	\$ 19,620.00	\$0.00
9	CONSTRUCTION PHASE SURVEYING	0.0	1.0	2.0	4.0	4.0	12.0	0.0			\$ 4,450.00	\$ 4,450.00
10	GRAND TOTAL SURVEYING SERVICES PLUS CONSTRUCTION PHASE SURVEYING										\$ 24,070.00	\$ 24,070.00

**FB Project No 23109 Falcon Landing Additional Lane
From Approx. 600 LF West of Rowling Oaks Road To
600 LF East of Rowling Oaks Drive**

EXHIBIT NO. 3

DESIGN PHASES and ENGINEERING MAN-HOUR PROJECTIONS

August 26, 2024

	SHEET	PRINCIPAL IN CHARGE	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER	CADD TECH	CLERICAL	TOTAL HOURS	SUBTOTAL	TOTAL
1	COVER SHEET	0.0	1.0	1.0	2.0	4.0	0.0	8.0	\$ 1,160.00	
2	SHEET INDEX	0.0	1.0	2.0	4.0	8.0	0.0	15.0	\$ 2,110.00	
4	OVERALL LAYOUT	0.0	1.0	2.0	6.0	6.0	0.0	15.0	\$ 2,150.00	
5	EXISTING and PROPOSED TYPICAL SECTIONS	0.0	1.0	2.0	6.0	10.0	0.0	19.0	\$ 2,630.00	
6	GENERAL NOTES	0.0	1.0	1.5	3.0	8.0	0.0	13.5	\$ 1,875.00	\$ 9,925.00
7	PLAN & PROFILE Falcon Landing	0.0	1.0	4.0	14.0	12.0	0.0	31.0	\$ 4,370.00	
8	PLAN & PROFILE Falcon Landing	0.0	1.0	4.0	14.0	12.0	0.0	31.0	\$ 4,370.00	\$ 13,110.00
9	PLAN & PROFILE Falcon Landing	0.0	1.0	4.0	14.0	12.0	0.0	31.0	\$ 4,370.00	
10	PLAN & PROFILE Rowling Oaks Drive May Need to Add depending on Alternate	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	
11	Coordination with HOA of Landscaping and Irrigation System	0.0	8.0	4.0	0.0	0.0	0.0	12.0	\$ 2,440.00	\$2,440.00
12	PAVING CONCRETE DETAILS	0.0	0.5	1.0	0.0	3.0	0.0	4.5	\$ 655.00	\$655.00
13	TRAFFIC CONTROL PLAN ADVANCE SIGN WARNING SHEET (Additional Services)	0.0	1.0	3.0	6.0	6.0	0.0	16.0	\$ 2,340.00	
14	TRAFFIC CONTROL PLANS (Additional Services)	0.0	1.0	4.0	6.0	6.0	0.0	17.0	\$ 2,530.00	
15	TRAFFIC CONTROL PLAN DETAILS (Additional Services)	0.0	0.5	1.0		3.0	0.0	4.5	\$ 655.00	\$5,525.00
16	PAVING MARKING AND SIGNAGE LAYOUT	0.0	1.0	4.0	8.0	8.0	0.0	21.0	\$ 3,050.00	
17	PAVING MARKING AND SIGNAGE DETAILS	0.0		1.0		3.0	0.0	4.0	\$ 550.00	\$3,600.00
18	STORM WATER POLLUTION PREVENTION	0.0	1.0	2.0	4.0	8.0	0.0	15.0	\$ 2,110.00	
19	STORM WATER POLLUTION PREVENTION DETAILS	0.0		1.0		3.0	0.0	4.0	\$ 550.00	
20	STORM WATER POLLUTION DOCUMENT SHEET	0.0	1.0	4.0	6.0	7.0	0.0	18.0	\$ 2,650.00	\$5,310.00
21	CROSS SECTIONS 100 feet intervals	0.0	1.0	3.0	5.0	6.5	0.0	15.5	\$ 2,260.00	
22	CROSS SECTIONS 100 feet intervals	0.0	1.0	3.0	5.0	6.5	0.0	15.5	\$ 2,260.00	
23	CROSS SECTIONS 100 feet intervals	0.0	1.0	3.0	5.0	6.5	0.0	15.5	\$ 2,260.00	\$6,780.00
24	PROJECT SIGN	0.0	0.5	0.5	1.0	1.0	0.0	3.0	\$ 460.00	
25	PROJECT MANUAL Coordination with BBI and Purchasing	0.0	2.0	6.0	0.0	0.0	2.0	10.0	\$ 1,740.00	
26	CONTRACT AWARD AND BID PHASE	1.0	3.0	10.0	3.0	3.0	4.0	24.0	\$ 3,930.00	
27	Quantity Take Offs and Cost Estimates	0.0	2.0	8.0	10.0	4.0	1.0	25.0	\$ 3,910.00	\$10,040.00
28	30% SUBMITTAL Coordination and KMZ FILE	0.0	0.0	0.5	0.5	1.0	0.0	2.0	\$ 285.00	
29	75% SUBMITTAL Coordination KMZ FILE	0.0	0.0	0.5	0.5	1.0	0.0	2.0	\$ 285.00	
30	90% SUBMITTAL Coordination KMZ FILE	0.0	0.0	0.5	0.5	1.0	0.0	2.0	\$ 285.00	
31	100% SUBMITTAL Coordination KMZ FILE	0.0	0.0	0.5	0.5	1.0	0.0	2.0	\$ 285.00	\$1,140.00
32	Coordination of Geotech Services	1.0	1.0	1.5	3.0	0.0	1.5	8.0	\$ 1,310.00	\$1,310.00
33	Status meetings every two weeks (0.5 hrs per meeting w/ 16 meetings) Additional Services Hourly Rates	4.0	8.0	8.0	0.0	0.0	3.5	23.5	\$ 4,555.00	\$4,555.00

34	TOTAL HOURS Engineering	6.0	41.5	90.5	127.0	150.5	12.0	427.5	\$ 64,390.00	\$64,390.00		
35	HOURLY RATE	\$ 260.00	\$ 210.00	\$ 190.00	\$ 140.00	\$ 120.00	\$ 90.00		\$ 64,390.00			
36	SUB TOTAL HOURS for Basic Services	\$ 1,560.00	\$ 8,715.00	\$ 17,195.00	\$ 17,780.00	\$ 18,060.00	\$ 1,080.00		\$ 64,390.00	\$64,390.00		
37	CONSTRUCTION PHASE Hourly NTE	1.0	6.0	14.0	1.0	1.0	2.0	25.0	\$ 4,620.00	\$ 4,620.00		
38	Additional Services HOA Coordination									\$ 2,440.00		
39	Additional Services TCP									\$ 5,525.00		
40	Additional Services attend Status meetings									\$ 4,555.00		
										\$7,878.00		
41	Geotech Services (Geoscience ENG and Testing) Exhibit No. 4											
42	Coordination of Geotech Services See LOE ENG Exhibit No. 3									\$1,310.00		
											\$ 20,398.00	
43	GRAND TOTAL Design Phase Services								Design Basic Services including Contract and Bid Phase (\$3,930)	\$ 50,560.00	\$50,560.00	\$46,630.00
									Total Construction Phase incl Const Survey	\$ 9,070.00		
									Total Surveying Not Incl Const Survey (\$4,450)	\$19,620.00		
44										\$ 50,398.00		
45									Additional Services Incl Surveying and Const phase			
46									Total Project Fee	\$ 100,958.00	\$100,909.00	\$ 49.00
47												
48												



GEOSCIENCE
ENGINEERING & TESTING, INC.

405 E. 20th Street
Houston, Texas 77008
713.861.9700
713.861.4477 Fax

HOUSTON

THE WOODLANDS

August 21, 2024

Fort Bend County, Precinct 1
c/o JNS Engineers, LLC
722 Pin Oak Road, Suite 202A
Katy, Texas 77494

Attention: Mr. Jon Strange, PE
jstrange@jnsellc.com

Reference: Proposed Geotechnical Exploration for Pavement Improvement
Falcon Landing Boulevard Widening at Rowling Oaks Drive
New East Bound Lane on Inside
Katy, Texas 77494
GETI Proposal No: 24-12416 Rev 1

Geoscience Engineering & Testing, Inc., is pleased to offer this proposal for geotechnical exploration for the evaluation and exploration of the pavement subgrade for the above-referenced project. We prepared this proposal based on information provided by Mr. Jon Strange, PE with JNS Engineers, LLC.

Project Location: The project site comprises a single inside 12-foot wide lane paved roadway addition to the east bound lane of Falcon Landing Boulevard, approximately 600-feet west and east of Rowling Oaks Drive in Katy, Texas. The full length of the project is about 1400 linear feet, including the intersection.

Project Objective: The scope of the project is to evaluate the condition of the existing pavement section as well as the subgrade, in order to make recommendations for the new widened pavement travel lanes. At present, no drainage improvements are anticipated.

Assumptions: Our proposal assumes and is based on the following:

- ✓ The site is readily accessible,
- ✓ Traffic control is needed, with a uniformed police officer,
- ✓ Boring locations can be accessed by truck-mounted drilling equipment,
- ✓ Boring locations at the site are covered by concrete pavement and coring is required.

Proposed Borings: Three cores and bores are planned at spacings of around 580 linear feet, as requested by JNS Engineers, LLC.

Falcon Landing Boulevard (TBD)	3@10-feet	Concrete Pavement / Base / Subgrade
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Field Investigation

The proposed field investigation for pavement alternate evaluation includes 3 pavement cores to 8-inch depth through the concrete pavement and 3 borings to 10-feet, totaling 30-feet, to be located as described above. Specific boring locations are to be determined in consultation with the project team.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers (ASTM D-1587) and 2-inch diameter standard split-spoon samplers (ASTM D-1586), respectively. An engineering geologist or soil technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. GETI will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. At the completion of drilling operations, boreholes will be filled with grout, unless you direct otherwise.

Laboratory Testing

Laboratory tests will be required for classification purposes, to determine strength characteristics, PVR potential vertical rise shrink/swell properties of the materials encountered. Testing will include moisture content and soil identification, liquid and plastic limit determinations, and strength tests on soil.

Engineering Services

The engineering report will be directed and prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. The report will generally address:

- ✓ existing concrete pavement / subgrade,
- ✓ soil and groundwater conditions encountered,
- ✓ estimated potential vertical rise or soil heave percent,
- ✓ subgrade evaluation of the existing subsurface at improvement areas,
- ✓ pavement recommendations for widened concrete pavement system,
- ✓ earthwork recommendations, material, and compaction,
- ✓ construction considerations related to subsurface.

Cost of Services

Based on the scope of services described above, we propose a lump sum fee of \$7,878.00. This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, and which may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. Please note, this proposed fee neither includes any professional engineering time for meetings (virtual or in person) with Fort Bend County personnel nor with this project team for any design development services beyond the scope outlined herein. An initial invoice for drilling, lab testing, and traffic control will be submitted for partial completion. The final invoice will be sent to you with our report.

Project Schedule

We plan to initiate these studies within 5 to 10 working days of receipt of notice-to-proceed and anticipate that one to two working days will be required to complete the field investigation (weather and site access conditions permitting). You will receive the final report in approximately 10 working days following the completion of field and laboratory operations.

Items to be provided by the client include the right-of-entry and drill rig access to conduct the exploration and information regarding the location of any utilities on the subject site. Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors present unforeseen changes in site accessibility, we will contact the client to discuss accessibility options and associated fees. Please authorize us through the execution of the attached Proposal Acceptance Sheet and an acceptable form of professional services contract or subconsultant agreement.

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed work scope. We look forward to working with you on the project.

Respectfully Submitted,
Geoscience Engineering & Testing, Inc.



Telfryn L. John, PE
Principal Engineer / President

F-4802

Attachments:

Proposal Acceptance Sheet
Fee Estimate and Fee Schedules

PROPOSAL ACCEPTED BY:

Signature

Date

Printed Name

Company

Title

2024 Fee Schedule

10100	Principal, P.E.	2	Hr.	206.00	\$412.00
10200	Project Manager	4	Hr.	100.00	\$400.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	8	Hr.	149.00	\$1,192.00
10400	Graduate Engineer and Graduate Geologist	16	Hr.	101.00	\$1,616.00
10700	Technician, NICET II, ACI CI, HMA-1A, NDT II, Logger, TxDOT Soil SB-101 and	12	Hr.	65.00	\$780.00
10800	Technician, OT		Hr.	97.50	\$0.00
10900	Technician (Non-Certified)		Hr.	55.00	\$0.00
11000	Senior Welding Inspector, SCWI		Hr.	115.00	\$0.00
11100	Welding Inspector, CWI, ACCP II		Hr.	91.00	\$0.00
11200	Associate Welding Inspector		Hr.	65.00	\$0.00
11300	Inspector, ASNT III		Hr.	112.00	\$0.00
11400	NDT Inspector Level II with asst. (2 man crew)		Hr.	112.00	\$0.00
15000	Vehicle Charge Per Trip	2	Per Trip	75.00	\$150.00
15100	Reimbursable Expenses				
15200	Services Provided by Quotation			Cost + 10%	
	Sub Total Labor				\$4,550.00
Aggregates					
20100	Sieve Analysis - Coarse Aggregates		Ea	54.00	
20200	Sieve Analysis - Fine Aggregates		Ea	54.00	
20300	Rel Density & Abs. - Coarse Aggregates		Ea	81.00	
20400	Rel Density & Abs. - Fine Aggregates		Ea	99.00	
20500	Bulk Density & Voids in Aggregate		Ea	38.00	
20600	Absorption - Coarse Aggregates		Ea	45.00	
20700	Absorption - Fine Aggregates		Ea	45.00	
20800	Finer than 75-um (No. 200) Sieve		Ea	49.00	
20900	Organic Impurities in Fine Aggregates		Ea	48.00	
21000	L.A. Abrasion		Ea	208.00	
21100	Clay Lumps and Friable Particles		Ea	55.00	
21200	Lightweight Particles		Ea	64.00	
21300	Sand Equivalent		Ea	65.00	
21400	Na/Mg Sulfate Soundness (5 cycles)		Ea	354.00	
21500	Na/Mg Sulfate Soundness (Add'l cycles)		Ea	204.00	
	Sub Total Aggregates				
Portland Cement Concrete					
30100	Compressive Str. (Cylinder)		Ea	17.00	\$0.00
30200	Flexural Str. (Beam)		Ea	27.00	
30300	Split Tensile Str. (Incl prep)		Ea	109.00	
30400	Time of Set by Penetration		Ea	320.00	
30500	Linear Shrinkage & Thermal Coef (Bar)		Set 3	328.00	
30600	Length Change of Hydraulic-Cement Mortar and Concrete		Set 3	116.00	
30700	Density of Structural Ltwt. Concrete		Ea	81.00	
30800	Concrete Coring, Minimum Charge	1	Min	338.00	
30900	Concrete Coring (4" diameter to 6" Thickness)	3	Ea	105.00	
31000	Concrete Coring, additional thickness (6" to 12")	6	In	9.00	
31100	Concrete Coring, additional thickness (Over 12")		In	12.00	
31110	Concrete Coring (6" diameter to 6" Thickness)	3	Ea	150.00	
31112	Concrete Coring, 6", additional thickness (6" to 12")		In.	13.50	
31113	Concrete Coring, 6",additional thickness (Over 12")		In	18.00	
31200	Preparation of Core, Cap & Test		Ea	78.00	
31300	Measuring Length of Core		Ea	13.00	
31400	Pachometer Survey (Magnetic Induction)		Day	91.00	
40100	Mix Design Review	3	Ea	218.00	\$654.00
31500	Probe Penetration Test Equipment (plus probes)		Day	92.00	
	Sub Total Portland Cement Concrete				\$654.00

Fort Bend County Fee Schedule									
Construction Materials Engineering Services Labor Rates									
HMAC									
40100	Mix Design Review					Ea	218.00		
40200	HMAC Design (In-Place)					Ea	2,177.00		
40300	Trail Batch (up to 5 points)					Ea	1,633.00		
40400	Additional Points					Ea	235.00		
40500	Extraction/Gradation					Ea	203.00		
40600	Specific Gravity					Ea	72.00		
40700	HVEEM Stability					Set	95.00		
40800	Bulk Density - Lab Molded or Core					Set	54.00		
40900	Bulk Density Core					Ea	48.00		
41000	Molding Specimens					Set	63.00		
41100	Maximum Theoretical Specific Gravity					Ea	91.00		
41200	Apparent Specific Gravity					Ea	68.00		
41300	Abson Recovery					Ea	327.00		
41400	Moisture Susceptibility					Ea	476.00		
41500	Penetration					Ea	86.00		
41600	Ductility					Ea	115.00		
41700	Viscosity					Ea	95.00		
41800	Asphalt Coring, Minimum Charge					Min	338.00		
41900	Asphalt Coring (4" Dia. to 6" Thickness)					Ea	93.00		
42000	Asphalt Coring (4" Dia. over 6" Thickness)					In	8.00		
42150	Asphalt Coring (6" Dia. to 6" Thickness)					Ea	140.00		
42160	Asphalt Coring , 6" Dia. Over 6" Thickness					In.	12.00		
42200	Measuring Thickness of Asphalt					Ea	8.00		
42300	PMA Extraction/Gradation					Ea	272.00		
42400	PMA Extraction/Gradation					Ea	169.00		
	Sub Total HMAC								
Structural Steel									
50100	Radiographic Source, Iridium					Day	123.00		
50200	Radiographic Source, Cobalt 60					Day	142.00		
50300	Ultrasonic equipment					Day	91.00		
50400	Magnetic Particle Inspection Equipment					Day	34.00		
50500	Skidmore-W ilhelm Tension Indicator					Day	136.00		
50700	Discontinuity (Holiday) Equipment					Day	95.00		
50800	Dry Film Thickness Equipment (Tooke Gauge)					Day	34.00		
50900	Dry Film Thickness Equipment (Magnetic)					Day	34.00		
	Sub Total Structural Steel								
Masonry									
60100	Compressive Strength, Mortar Cubes					Set 6	140.00		
60200	Compressive Strength, Mortar Cubes					Ea	23.00		\$0.00
60300	Compressive Strength, Mortar or Grout Cylinder					Ea	23.00		
60400	Compressive Strength, Grout Prism					Set 3	140.00		\$0.00
60500	Measurement, Brick					Ea	55.00		
60600	Compressive Strength Test, Brick					Ea	33.00		
60700	Flexural Strength Test, Brick					Ea	43.00		
60800	Absorption of Brick, 24 hr.					Ea	72.00		
60900	Absorption of Brick, 5 hr.					Ea	71.00		
61000	Measurement, CMU					Ea	29.00		
61100	Weight, CMU					Ea	81.00		
61200	Moisture Content, CMU					Ea	81.00		
61300	Compressive Strength, CMU					Ea	87.00		
61400	Compressive Strength, CM Hollow Prism					Ea	136.00		
70100	Density of SFRM					Ea	38.00		
70200	Cohesion/Adhesion of SFRM					Ea	29.00		
	Sub Total Masonry								\$0.00

Fort Bend County Fee Schedule

Construction Materials Engineering Services Labor Rates

Roofing					
80100	Cut Out Roofing Sample Evaluation		Ea	353.00	
80200	Moisture in Mineral Aggregate for BUR		Ea	59.00	
80300	Analysis of New Built-Up Roof Membranes		Ea	325.00	
80400	Compressive Strength of Lwt. Insul. Concrete		Set of 4	114.00	
80500	Compressive Strength of Lwt. Insul. Concrete		Ea	30.00	\$0.00
80600	Unit Weight of Lwt. Insul. Concrete		Set of 2	51.00	
	Sub Total Roofing				\$0.00
Soils					
90100	Liquid & Plastic Limits	6	Ea	62.00	\$372.00
90200	Moisture Content of Soils by Mass	15	Ea	9.00	\$135.00
90300	Moisture Content by Microwave		Ea	30.00	
90400	Sieve Analysis		Ea	57.00	
90500	Sieve Analysis w/ Hydrometer		Ea	128.00	
90600	Percent Passing #200 Sieve	6	Ea	48.00	\$288.00
90700	Specific Gravity		Ea	59.00	
90800	pH of Soils		Ea	17.00	
90900	Unconfined Compressive Strength	6	Ea	45.00	
91100	Unconsolidated-undrained Triaxial Compression		Ea	63.00	
91200	One-Dimension Consolidation		Ea	361.00	
91300	Consolidation, Additional Increment		Ea	51.00	
91400	Dispersive Characteristic by Pinhole Test		Ea	286.00	
91500	Dispersive Characteristic by Crumb Test		Ea	38.00	
91600	Double Hydrometer		Ea	177.00	
91700	Soil Suction - Filter Paper		Ea	57.00	
91900	California Bearing Ratio		Ea	215.00	
92000	Soil Shrinkage Factors by Mercury Method		Ea	63.00	
92100	Soil Shrinkage Factors by Wax Method		Ea	76.00	
92200	One-Dimensional Swell, Cohesive Soil		Ea	292.00	
92300	OMD Standard Compaction		Ea	204.00	\$0.00
92400	OMD Modified Compaction		Ea	218.00	
92500	Max. & Min. Density - Sand		Ea	212.00	
92600	Percent Solids in Lime Slurry		Ea	43.00	
92700	Optimum Lime Content - pH Method		Ea	235.00	
92800	Optimum Lime Content - PI Method		Ea	242.00	
94100	Cement Sand Compressive Strength		Ea	71.00	\$0.00
94200	Cement Content of Soil-Cement		Ea	313.00	
94300	Sieve Analysis - Base Material		Ea	95.00	
94400	Compressive Strength Treated Base		Ea	258.00	
94500	OMD Standard Compaction		Ea	225.00	\$0.00
94600	OMD Standard Compaction, Treated		Ea	239.00	
95100	Nuclear Density Gauge Per Day		Per Day	50.00	\$0.00
	Sub Total Soils				\$795.00
Slip-Lining and Manhole Repair					
100100	Coring/Drilling of Manhole Grout		Hole	61.00	
100200	Coring and Strength of Gunite Panel		Core	122.00	
100300	Flexural Strength/Modulus of Elasticity of Liner		Coupon	343.00	
	Sub Total Slip Lining and Manhole Repair				

Fort Bend County Fee Schedule					
Construction Materials Engineering Services Labor Rates					
Geotechnical Field Investigation					
11010 Soil Boring, Intermittent 3-in. dia. (0 to 50')			Ft	19.00	\$0.00
11020 Soil Boring, Intermittent 3-in. dia. (50' to 100')			Ft	21.00	\$0.00
11030 Soil Boring, Continuous 3-in. (0 to 20')	30		Ft	21.00	\$630.00
11031 Soil Boring, Continuous 3-in. (20 to 50')			Ft	25.00	\$0.00
11032 Soil Boring, Continuous 3-in. (50 to 100')			Ft	35.00	\$0.00
11040 Soil Boring over 100' (Surcharge)			Ft	7.00	\$0.00
11050 Wash Boring			Ft	9.00	\$0.00
11060 Auger Boring			Ea	40.00	\$0.00
11070 Undisturbed/Split-Spoon in Wash/Auger Borings			Ea	353.00	\$0.00
11071 Piezometer Installation			Ft	16.00	\$0.00
11072 Piezometer Abandonment			Ft	16.00	\$0.00
11080 Grouting of Completed Boring	30		Ft	10.00	\$300.00
11090 A.T.V. Surcharge			Ft	7.00	\$0.00
11100 Minimum Charge (to be used if charge are less than \$782.00)			LS	782.00	\$0.00
11110 Mobilization/Demobilization	1		LS	349.00	\$349.00
11120 TDH Cone Penetration Test			Ea	27.00	\$0.00
11130 ATV Mobilization Surcharge			LS	136.00	\$0.00
11140 Portable Rig Drilling (Crew of two)			Hr	177.00	\$0.00
11150 Traffic Control w/ Uniformed Police Officer and Cones Etc.	8		Hr	75.00	\$600.00
Sub Total Geotechnical Field Investigation					\$1,879.00
Total of Estimate					\$7,878.00

Preliminary ESTIMATE of Probable Cost

Project: FB Project No 23019 Faison Landing Additional Lane
Limit From: From Approx. 600 LF West of Rowling Oaks Drive
Limit To: From Approx. 600 LF East of Rowling Oaks Drive
Proj Length: 1,400 LF (Fort Bend County Accepted Schematic)
Job No: 2023 Mobility Project No 23109
Prepared By: JNS ENGINEERS, LLC
Date: 7/23/2024 REV 7-31-24

Summary of Bid Proposal		
Stage:		
Total Amount for Roadway:		\$415,085.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Grant Total Amount:		\$415,085.00
Contingencies:	15%	\$62,262.75
Grand Total Project:		\$477,347.75

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
A	SITE PREPARATION AND EARTHWORK					
1		Project Sign	EA	2.00	\$1,000.00	\$2,000.00
2		Clearing and Grubbing	STA	12.00	\$1,000.00	\$12,000.00
3		Removing Side walks	SY	0.00	\$8.00	\$0.00
4		Removing Old Concrete (Pavement)	SY	440.00	\$32.00	\$14,080.00
5		Removing Old Concrete (Slope Paving)	SY	0.00	\$10.00	\$0.00
6		Removing Old Concrete (Curb)	LF	1,150.00	\$3.00	\$3,450.00
7		Roadway Excavation Including 3" Topsoil with removal and disposal from site	CY	650.00	\$15.00	\$9,750.00
8		Borrow from offsite	CY	100.00	\$15.00	\$1,500.00
9		Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)	LF	0.00	\$13.00	\$0.00
10		Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs	EA	6.00	\$200.00	\$1,200.00
11		Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	SY	0.00	\$12.00	\$0.00
12		Tree Removal - Large Trees	EA	0.00	\$5,000.00	\$0.00
13		Tree Protection- Large Trees	EA	0.00	\$2,500.00	\$0.00
14		Pipeline and/or Fiber Optic Cable Markers (relocate or remove)	LS	0.00	\$10,000.00	\$0.00
15		Telephone Pedestal, Electrical Pullbox, Street Lights, Power Pole relocations	LS	0.00	\$40,000.00	\$0.00
16		Remove and Dispose Existing Inlets	EA	0.00	\$600.00	\$0.00
17		Water or Sanitary Facility adjustments (Allowance)	LS	0.00	\$20,000.00	\$0.00
Subtotal of Item A						\$43,980.00
B	PAVING					
18		Hydrated Lime (Slurry) or Commercial Lime Slurry	TON	10.00	\$200.00	\$2,000.00
19		Lime-Fly Ash Stabilized Subgrade (8" Depth)	SY	1,250.00	\$12.00	\$15,000.00
20		Fly Ash for Stabilized Subgrade	TON	10.00	\$100.00	\$1,000.00
21		Concrete Pavement (8")	SY	1,950.00	\$110.00	\$214,500.00
22		Concrete Pavement (TBD")	SY	0.00	\$135.00	\$0.00
23		Cement Stabilized Sand (8" thick)	SY	1,250.00	\$50.00	\$62,500.00
24		Reinforced Concrete Curb (6")	LF	1,250.00	\$6.00	\$7,500.00
25		Reinforced Concrete Driveways (8")	SY	0.00	\$110.00	\$0.00
26		Reinforced Concrete Driveways (10")	SY	0.00	\$100.00	\$0.00
27		Coloring Concrete Medians (Black)	SY	0.00	\$50.00	\$0.00
28		Sidewalk	SY	0.00	\$80.00	\$0.00
29		Coordination of Landscaping and sprinkler system in median	LS	1.00	\$10,000.00	\$10,000.00
30		Handicap Ramps	EA	0.00	\$4,500.00	\$0.00
Subtotal of Item B						\$312,500.00
C	STORM SEWER					
31		Trench Safety System (5' to 10')	LF	0.00	\$5.00	\$0.00
32		New Ditch Grading	LF	0.00	\$25.00	\$0.00
33		Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	0.00	\$110.00	\$0.00
34		Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	LF	0.00	\$125.00	\$0.00
35		Precast Concrete Standard Manhole (5 ft ≤ Depth ≤ 10 ft)	EA	0.00	\$5,000.00	\$0.00

Preliminary ESTIMATE of Probable Cost

Project: FB Project No 23019 Falsen Landing Additional Lane
Limit From: From Approx. 600 LF West of Rowling Oaks Drive
Limit To: From Approx. 600 LF East of Rowling Oaks Drive
Proj Length: 1,400 LF (Fort Bend County Accepted Schematic)
Job No: 2023 Mobility Project No 23109
Prepared By: JNS ENGINEERS, LLC
Date: 7/23/2024 REV 7-31-24

Summary of Bid Proposal		
Stage:		
Total Amount for Roadway:		\$415,085.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Grant Total Amount:		\$415,085.00
Contingencies:	15%	\$62,262.75
Grand Total Project:		\$477,347.75

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
36		BB Inlet Remove and Replace	EA	0.00	\$5,000.00	\$0.00
37		C Inlet Remove and Replace	EA	0.00	\$5,000.00	\$0.00
38		C1 Inlet	EA	0.00	\$5,000.00	\$0.00
39		Remove and Replace Headwall	EA	0.00	\$30,000.00	\$0.00
40		Extension of existing culverts	LF	0.00	\$150.00	\$0.00
41		Connect to Existing Manhole	EA	0.00	\$1,500.00	\$0.00
Subtotal of Item C						\$0.00
D	EXISTING DITCHES					
42		Riprap (Gradation No. 2) (18")	SY	0.00	\$120.00	\$0.00
Subtotal of Item D						\$0.00
E	TRAFFIC CONTROL PLAN					
43		Work Zone Pavement Markings 4" White/Solid (Removable) Furnished -Applied & Removed	LF	1,400.00	\$3.00	\$4,200.00
44		Work Zone Pavement Markings 4" Yellow/Solid (Removable) Furnished-Applied & Removed	LF	1,400.00	\$0.60	\$840.00
45		Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing	MO	4.00	\$4,000.00	\$16,000.00
46		Temporary Commercial Driveways - Furnish-Install & Remove	EA	0.00	\$2,000.00	\$0.00
Subtotal of Item E						\$21,040.00
F	SIGNING AND PAVEMENT MARKINGS					
47		Aluminum Signs (Ground Mounted)- Furnish & Install	EA	10.00	\$350.00	\$3,500.00
48		Reflectorized Pavement Markings Type II 12" Yellow/Solid, 6" Curb Per Detail "D" - Furnish & Applied	LF	300.00	\$1.50	\$450.00
49		Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')	LF	2,800.00	\$0.75	\$2,100.00
50		Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	LF	1,500.00	\$2.50	\$3,750.00
51		Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA	4.00	\$125.00	\$500.00
52		Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied	EA	2.00	\$125.00	\$250.00
53		Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-RIGHT - Furnish & Applied	EA	4.00	\$125.00	\$500.00
54		Reflectorized Pavement Markers Type II-C-R - Furnish & Install	EA	140.00	\$4.00	\$560.00
55		Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	EA	120.00	\$3.50	\$420.00
56		Removing Pavement Striping & Markings (4" Width, Any Color/Dashed) (15' Over 40')	LF	1,400.00	\$3.00	\$4,200.00
57		Removing Pavement Markings (Any Button)	EA	300.00	\$14.00	\$4,200.00
58		Removal of All Striping and Pavement Markings	SF	150.00	\$2.00	\$300.00
Subtotal of Item F						\$20,730.00
G	TRAFFIC SIGNAL					
59		Road	LS	0.00	\$75,000.00	\$0.00
60		Signal Pole Relocation	EA	0.00	\$60,000.00	\$0.00
61		Pedestrian Pole Relocation	EA	0.00	\$40,000.00	\$0.00
62		Traffic Pullboxes - Remove and Relocate	EA	0.00	\$7,500.00	\$0.00
63		S-Median at Falcon Landing and Rowling Oaks (Allowance)	LS	0.00	\$40,000.00	\$0.00
Subtotal of Item G						\$0.00

Preliminary ESTIMATE of Probable Cost

Project: FB Project No 23019 Falsion Landing Additional Lane
Limit From: From Approx. 600 LF West of Rowling Oaks Drive
Limit To: From Approx. 600 LF East of Rowling Oaks Drive
Proj Length: 1,400 LF (Fort Bend County Accepted Schematic)
Job No: 2023 Mobility Project No 23109
Prepared By: JNS ENGINEERS, LLC
Date: 7/23/2024 REV 7-31-24

Summary of Bid Proposal		
Stage:		
Total Amount for Roadway:		\$415,085.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Total Amount for XXXX:		\$0.00
Grant Total Amount:		\$415,085.00
Contingencies:	15%	\$62,262.75
Grand Total Project:		\$477,347.75

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
H	STORM WATER POLLUTION PREVENTION PLAN					
64	162	Sodding for Erosion Control (Various Widths)	SY	100.00	\$5.50	\$550.00
65	165	Hydro-Mulch Seeding	AC	0.35	\$6,000.00	\$2,100.00
66	713	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	1,400.00	\$3.00	\$4,200.00
67	719	Inlet Protection Barrier (With Fiber Rolls)	EA	4.00	\$90.00	\$360.00
68	724	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	SY	85.00	\$25.00	\$2,125.00
69	730	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	EA	1.00	\$1,500.00	\$1,500.00
70	741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	EA	0.00	\$10.00	\$0.00
71	750	Rock Filter Dam (Type 1; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	0.00	\$75.00	\$0.00
72	751	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	LS	1.00	\$6,000.00	\$6,000.00
						\$16,835.00
I	** EXTRA WORK ITEMS					
73	360	Concrete Pavement (8") (High Strength) (Min. Bid \$150/SY)	SY		\$150.00	
74	360	Concrete Pavement (14") (High Early Strength) (Min. Bid \$220/SY)	SY		\$220.00	
75	559	Construction Safety Fence	LF		\$20.00	
76	672	Off-Duty Uniformed Peace Officer - As Directed by Engineer (Min. Bid \$65/HR)	HR		\$65.00	
77	130	Borrow	CY		\$40.00	
Subtotal of Item I						\$0.00

EXHIBIT NO. 6



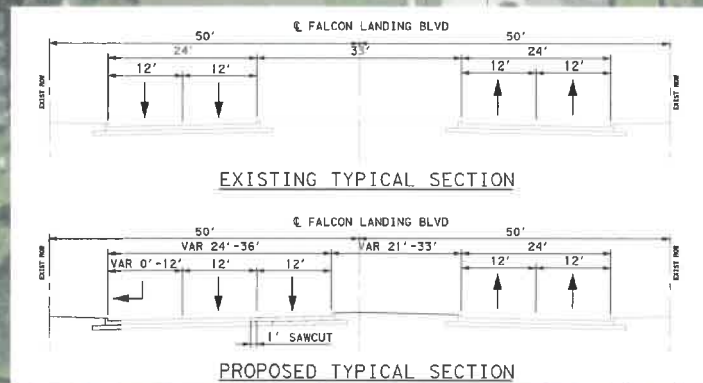
EXHIBIT NO. 6A



EXHIBIT NO. 7



SCALE:
1"=100'



FALCON LANDING BLVD

FILE:J:\FortBend\2100000031_000_FBC_2020_Bond Project\6_00_CADD\6_05_Scratch\2100000031_Bond Projects\2023_Bond Projects.dgn
DATE: 5/5/2023 5:09:43 PM PLOTDRIVER: T:\JULIET\WORK\PDF\2023\2100000031_PEN.tbf

FORT BEND COUNTY
ENGINEERING DEPARTMENT



Binkley & Barfield

DCCM

Binkley & Barfield, Inc. | Tel: 713-770-0877
1710 Skansel Dr., Houston, TX 77058
713.868.5433 | BinkleyBarfield.com

23109-FALCON LANDING BLVD

DESIGNED BY	DATE	APPROVED BY
DRAWN BY	DATE	DATE
CHECKED BY	DATE	DATE
IN CHARGE	DATE	DATE

EXHIBIT NO. 8

Additional Lane From Approx. 700 LF West of Rowling Oaks Road To 700 LF East of Rowling Oaks Drive

Drawing List
August 26, 2024

	SHEET
1	COVER SHEET
2	SHEET INDEX
4	OVERALL LAYOUT
5	EXISTING TYPICAL SECTIONS
6	PROPOSED TYPICAL SECTIONS
7	GENERAL NOTES
8	TOPOGRAPHIC SURVEY
9	TOPOGRAPHIC SURVEY
10	TOPOGRAPHIC SURVEY
11	SURVEY CONTROL
12	SURVEY CONTROL
13	PLAN & PROFILE Falcon Landing
14	PLAN & PROFILE Falcon Landing
15	PLAN & PROFILE Falcon Landing
16	STRIPING PLAN
17	STRIPING PLAN AND DETAILS
18	CONCRETE DETAILS
19	TRAFFIC CONTROL PLAN ADVANCE SIGN WARNING SHEET
20	TRAFFIC CONTROL PLAN
21	TRAFFIC CONTROL DETAILS
22	STORM WATER POLLUTION PREVENTION
23	STORM WATER POLLUTION PREVENTION DETAILS
24	STORM WATER POLLUTION DOCUMENT SHEET
25	CROSS SECTIONS
26	CROSS SECTIONS
27	CROSS SECTIONS
28	PROJECT SIGN

EXHIBIT NO. 9

PROJECT: No. 23109

FORT BEND COUNTY
Falcon Landing at Rowling Oaks Drive
PRELIMINARY ENGINEERING REPORT PHASE
JNS JOB NO. 262-12 NOTICE TO PROCEED DATE: October, 2024

DESIGN CONSULTANT NAME: JNS ENGINEERS LLC																																																				
ACTIVITY	October-24				November-24				December-24				January-25				February-25				March-25				April-25				May-25				June, 2025				July, 2025				Aug, 2025				Sept, 2025				Oct, 2025			
PROJECT ITEM DESCRIPTION	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25
TOPOGRAPHIC SURVEY																																																				
BOUNDARY ANALYSIS ABND RECOVERY OF BOUDARY																																																				
CONTROL & RIGHT OF WAY SURVEY																																																				
ABSTRACTING																																																				
GEOTECHNICAL REPORT																																																				
TRAFFIC CONTROL DRAWINGS																																																				
POLLUTION PREVENTION PLAN																																																				
PREPARATION OF PLAN & PROFILE SHEETS																																																				
50% P.E.R. REVIEW MEETING																																																				
PREPARATION OF REPORT TEXT																																																				
QUANTITY TAKEOFFS																																																				
COST ESTIMATE																																																				
FINAL P.E.R. SUBMITTAL																																																				
P.E.R. REVIEW BY FORT BEND COUNTY ENGINEERING																																																				
UPDATE TOPOGRAPHIC SURVEY (As Needed)																																																				
PLAN & PROFILE SHEETS																																																				
FINAL TRAFFIC CONTROL PLANS																																																				
QUANTITY TAKE-OFFS COST ESTIMATES																																																				
70% REVIEW																																																				
70% REVIEW COMMENTS ADDRESSED																																																				
90% REVIEW																																																				
90% REVIEW COMMENTS ADDRESSED																																																				
FINAL APPROVAL SIGNATURES																																																				
100% SUBMITTAL																																																				
BIDDING, CONTRACTS AND CONSTRUCTION (7 MONTHS) COMPLETION FROM AUGUST 2025 TO APRIL 2026 120 CALENDER DAYS FOR CONSTRUCTION																																																				

ACTUAL PROJECTED

EXHIBIT NO. 10
Project No 23019
Falcon Landing Blvd at Rowling Oaks Drive
RATE SCHEDULE
AS OF
August 26, 2024

	RATES
Principals	\$260.00
Project Managers	\$210.00
Project Engineers	\$190.00
Registered Professional Land Surveyors	\$190.00
Survey Technician	\$140.00
Designers	\$140.00
Inspectors	\$120.00
CADD Tech	\$120.00
Clerical	\$90.00
Two Man Survey Crew	\$200.00
Three Man Survey Crew	\$235.00
Four Man Survey Crew	\$260.00
Mileage (Current IRS Rates)	\$TBD /mile
Photocopies	\$0.50/copy
Faxes	\$0.40/copy
Reproduction	
Blackline	\$0.50/square foot
Special Items	Cost
Special Consultant	Cost

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

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

JNS Engineers LLC
Katy, TX United States

Certificate Number:
2024-1230191

Date Filed:
10/23/2024

Date Acknowledged:
11/12/2024

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.

FBC Mobility Project No. 23109
Engineering and surveying for pavement improvements for Falcon Landing Blvd. at Rowling Oaks Drive

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Strange, Jon	Katy, TX United States	X	
	Strange, Suzanne	Katy, 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)