

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

### **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and McDonough Engineering Corporation (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services for the construction of a four-lane divided concrete curb and gutter roadway from FM 359 to Huggins Road, under the Fort Bend County 2013 Mobility Bond Program – Katy Fulshear Road: FM 359 to Huggins Road – Project No. 13317 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### AGREEMENT

##### **Section 1. Scope of Services**

Contractor shall render Services to County as defined in Proposal dated December 16, 2015 (Revised June 10, 2016) (attached hereto as Attachment A).

##### **Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

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Agreement for Professional Engineering Services

2013 Mobility Bond Project No. 13317

Page 1 of 10

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Attachment A. The Maximum Compensation for the performance of Services within the Scope of Services described in Attachment A is two hundred forty-nine thousand dollars and 00/100 (\$249,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. 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. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor 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 two hundred forty-nine thousand dollars and 00/100 (\$249,000.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred forty-nine thousand dollars and 00/100 (\$249,000.00).

### **Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

**Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor 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, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 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 Contractor.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

## **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) 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:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; 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 that work under the Agreement is completed.

**Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

**Section 12. Confidential and Proprietary Information**

12.1 Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor 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. Contractor 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.

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor 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 contractor or, where permitted, of its subcontractors.

13.2 Contractor 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.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: McDonough Engineering Corporation  
Attn: David Evans, Senior Project Manager  
5625 Schumacher Lane  
Houston, Texas 77057

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and 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. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Attachment A.

**Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

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 the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

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

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

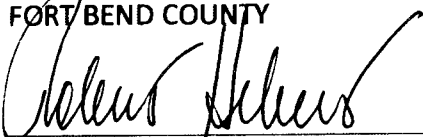
**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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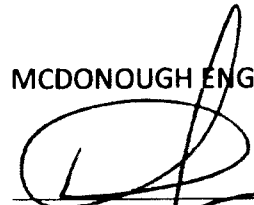
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 9 day of August, 2016.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

August 9, 2016  
Date

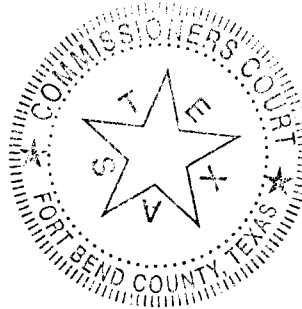
MCDONOUGH ENGINEERING CORPORATION

  
David Evans, Senior Project Manager

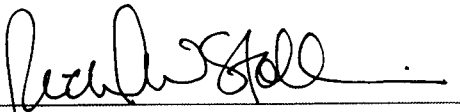
08/01/16  
Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:

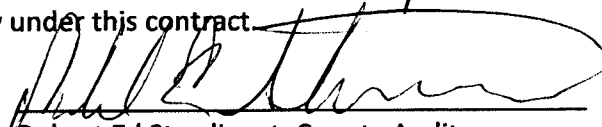
  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 249,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

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# ATTACHMENT A



McDONOUGH ENGINEERING CORPORATION  
Civil Engineers

## EXHIBIT "A" SCOPE OF SERVICES

December 16, 2015  
(Revised 06/10/16, 07/15/16)

Schaumburg & Polk, Inc.  
Mr. Mark C. Dessens, P.E., Engineering Manager  
11767 Katy Freeway, Suite 900  
Houston, TX 77079

RE: Proposal for Professional Engineering Services  
Katy Fulshear Road: From FM 359 to Huggins Road  
Precinct 3  
Fort Bend County  
MEC Project No. 15370

### **EXISTING CONDITIONS**

The existing 2400 LF road consists of two lane asphalt pavement with roadside ditches. The project right-of-way is currently 60+/- feet wide with the anticipation that land acquisition will be required. The project does not appear to be located in the 100-year floodplain based on the current published FEMA maps.

### **PROPOSED SCOPE**

McDonough Engineering Corporation's (MEC) scope for the 2400 LF road includes the study phase, design phase, bid phase and construction phase engineering services to develop the project PS&E package for the construction of a 4-lane concrete boulevard with an appropriate drainage system, and northbound left turn lane at Huggins.

Based on our scoping meeting with Schaumburg & Polk, Inc. (SPI), MEC was advised that a corridor drainage study for the proposed road is not available and is not part of this contract. MEC will incorporate the Fort Bend County Drainage District requirements into preparation of the PS&E package.

As requested, the geotechnical report will be prepared in accordance with the current HCED guidelines for roadway design.

A Phase One environmental site assessment report will be provided by Fort Bend County.

Design of a signalized intersection at FM 359, a signal warrant study for the intersections, and sight triangle evaluations will not be provided with this contract.

The design for this project will be performed in accordance with the current published Harris County criteria. The project schedule will consist of 90 days for the PER phase and 180 days for the design phase for a total of 270 days from the NTP.

## **BASIC SERVICES**

### **PER - Study Phase**

MEC will prepare a study report documenting the project scope, findings and recommendations for the design phase that will include a roadway schematic, and geotechnical report. MEC will attend progress meetings with SPI and prepare a roll plot plan view of the proposed road.

#### Utilities

Research and obtain record documents for all known existing utilities within the road ROW. Identify all known existing utilities on the road plan sheets. It is understood that the county and/or the project management consultant will contact and coordinate all utility adjustments.

#### Surveying

Provide a signed and sealed Category 6 Condition II topographic survey, Category 1A Condition II ROW survey, and a survey control map for the proposed road.

A "one call" will be performed to initiate the utility companies marking of their existing utilities. The location of the utility markings and the record document maps of the utilities provided by the utility owners will be utilized for implementation of the utility findings into the survey CAD file.

A TSPS Category 1A, Condition 2 survey for 5 parcel acquisitions is included as part of the basic services for this contract. A parcel map and a metes and bounds description will be prepared for each parcel. Additional parcels may be required and are not part of the basic services.

#### Geotechnical

Provide a geotechnical report in accordance with the current HCED guidelines. A total of seven (7) 10 foot depth soil borings will be drilled for the proposed road. The geotechnical report will include a description of subsurface conditions, groundwater information, boring logs and pavement recommendations in typical HCED format.

#### Environmental

Assessment of jurisdictional delineation, verification of waters of the US including wetlands, regional general permit, wetland mitigation, desktop cultural resources, listed T&E species and habitat will be provided by Fort Bend County.

### **Design Phase**

MEC will proceed with completion of the PS&E for a 70% and 90% submittal to SPI. MEC will address comments presented in the Study Phase review meeting. The 100% plan review submittal will include but not limited to 11"x17" construction ready P&P's, a mylar cover sheet, TCP, signing and pavement markings, cross sections, SW3P plan, a project manual with the project's scope, the engineer's cost estimate and specifications. MEC will provide monthly progress reports. It is understood that SPI obtain utility agency approvals. Final submittal shall be in a PDF format, 11X17 and 22x34 sheet sizes.

Proposal for Professional Engineering Services  
Katy Fulshear Road: From FM 359 to Huggins Road  
Precinct 3  
Fort Bend County  
MEC Project No. 15370  
Page 3 of 3

#### Utilities

MEC will identify all known existing utilities on the plan and profiles. MEC will coordinate with SPI's utility coordinator for the project and identify conflicts between the proposed improvements and the existing utilities.

#### Drainage

Based on our scoping meeting with Schaumburg & Polk, Inc. (SPI), MEC was advised that a corridor drainage study for the proposed road is not available and is not part of this contract. MEC will meet with and incorporate the Fort Bend County Drainage District requirements into preparation of the PS&E package. Offsite detention and drainage design is not included with this contract.

Based on the current published FEMA maps the project location is outside of the 100-year floodplain. A FEMA submittal for the project is not included in this contract. Providing or obtaining a "no impact letter" is not part of this contract.

#### Traffic

Prepare construction phase traffic control sheets for lane closures in accordance with the current published criteria for Harris County and TxDOT as applicable. MEC will prepare the construction phase traffic control plans to accommodate the existing traffic during the construction of the proposed road improvements.

#### **Bid Phase**

Assist SPI with the preparation of the bid phase documents, attend pre-bid meeting, prepare 27 compact discs with the project manual and construction plans, address bidder questions, and prepare addendums.

#### **Construction Phase**

MEC will attend the preconstruction meeting, provide copies of the construction plans, review contractor submittal and respond to RFIs. Field visits and progress meetings will not be attended unless requested by Fort Bend County. MEC will attend a substantial completion walkthrough meeting, prepare record documents based on the contractor redlines and provide a hard copy to Fort Bend County.

**"EXHIBIT B" - Compensation for Professional Services**  
**Project Name: Katy Fulshear Road**  
**Project Limits: From FM 359 to Huggins Road, Precinct 3**

**Construction Cost Estimate: \$3,450,000.00**

<b>1 Pre-Design Phase</b>		<b>\$53,970.00</b>
<b>2 Design Phase</b>		<b>\$125,930.00</b>
<b>3 Bid/Construction Phase</b>		<b>\$25,000.00</b>
<b>4 Survey</b>		
Topographic Survey	\$14,000.00	
Right of Way Survey	\$6,200.00	
Survey Control Map	\$10,100.00	
Cat 1A, Cond. 2 Parcel survey (\$2,200.00 each) Budget 5	\$11,000.00	
		<b>\$41,300.00</b>
<b>5 Geotechnical Report</b>		
Roadway	\$2,800.00	
		<b>\$2,800.00</b>
<b>6 Environmental - NOT INCLUDED PROVIDED BY FORT BEND COUNTY</b>		
Environmental Site Assessment Phase 1		
Wetlands Determination & Delineation		
Desktop Cultural Resources		
Threatened & Endangered Species		
Environmental Coordination		
		<b>\$0.00</b>
<b>7 Drainage Study - NOT INCLUDED</b>		
Drainage Analysis		
Drainage Coordination		
		<b>\$0.00</b>
<b>8 Bridge - NOT INCLUDED</b>		
Bridge Evaluation		
Bridge Design		
		<b>\$0.00</b>
<b>9 Traffic - NOT INCLUDED</b>		
Traffic Signal		
		<b>\$0.00</b>
<b>Total Basic Services (1-9) Lump Sum:</b>		<b>\$249,000.00</b>
<b>Total Services (1-9):</b>		<b>\$249,000.00</b>

# 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.**

McDonough Engineering Corporation  
Houston, TX United States

**Certificate Number:**

2016-84112

**Date Filed:**

07/13/2016

**Date Acknowledged:**

**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.**

13317

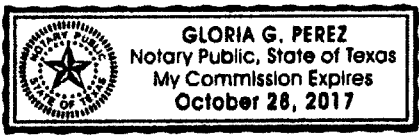
Civil Engineering Design Services - Katy Fulshear Rd, from FM 1093 to Huggins Dr - Fort Bend County, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McDonough, Ranney	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ranney McDonough  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ranney McDonough, this the 13<sup>th</sup> day of July, 20 16, to certify which, witness my hand and seal of office.

Gloria G Perez      Gloria G Perez      FINANCIAL Admin / Notary  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# 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

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 McDonough Engineering Corporation  
 Houston, TX United States

**Certificate Number:**  
 2016-84112

**Date Filed:**  
 07/13/2016

**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

**Date Acknowledged:**  
 08/09/2016

**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.**  
 13317  
 Civil Engineering Design Services - Katy Fulshear Rd, from FM 1093 to Huggins Dr - Fort Bend County, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McDonough, Ranney	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath