

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 FCM Engineers, PC, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for improvements to Blueridge Road under 2020 Mobility Bond Project No. 20205 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Consultant 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**

Consultant shall render the professional engineering services as described in Consultant's proposal dated August 18, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

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

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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.

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

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred forty-four thousand nine hundred eighty-one dollars and no/100 (\$344,981.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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. 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 Consultant 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 three hundred forty-four thousand nine hundred eighty-one dollars and no/100 (\$344,981.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed three hundred forty-four thousand nine hundred eighty-one dollars and no/100 (\$344,981.00).

### **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 December 31, 2025. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

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

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

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

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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 Consultant 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, Consultant 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**

**CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

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

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

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

12.5 Consultant 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 Consultant**

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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
Consultant:	FCM Engineers, PC 3300 S. Gessner Road, Suite 249 Houston, Texas 77063

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**

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Standard of Care**

Consultant represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### **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 Consultant 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 Consultant 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.

### **Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

### **Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 date signed by the last party hereto.

FORT BEND COUNTY

FCM ENGINEERS, PC

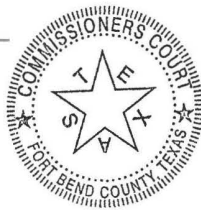
  
\_\_\_\_\_  
KP George, County Judge  
County Judge KP George

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

10.12.2021  
\_\_\_\_\_  
Date

FRANK C. MBACHU  
\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:

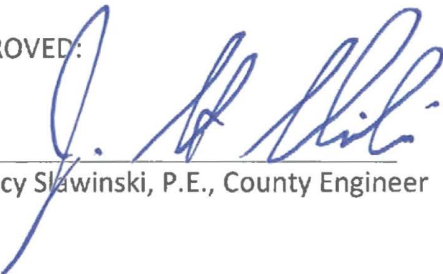


PRESIDENT  
\_\_\_\_\_  
Title

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

10/5/2021  
\_\_\_\_\_  
Date

APPROVED:

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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 344,981.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A





3300 S. Gessner Rd.  
Suite 249  
Houston, Texas 77053  
T-713-706-4414  
F-713-706-4410

August 18, 2021

Mr. Stacy Slawinsky, P.E.  
Attn: Mr. Gabriel Odreman, P.E., PMP  
Project Manager  
RPS/North America  
575 N. Dairy Ashford, Suite 700  
Houston, Texas 77079

Re: Fort Bend County 2020 Mobility Bond Program  
Blueridge Road Widening from Rockergate Drive to South of McHard Road  
Project No 20205

Subject: Revised Fee Proposal for Phase I, II, and III Design Services

Dear Mr. Odreman:

Attached is FCM Engineers, PC (FCM) revised fee proposal for phase I, II, and III Design Services for Blueridge Road Widening from Rockergate Drive to South of McHard Road. The total fee proposal including the additional services is in the amount of \$344,981.00. The attached spreadsheet shows the itemized cost of the services required to implement the scope of work as conceptualized.

There are additional services that are not included in the fee proposal such as Environmental Site Assessment (ESA) and ROW Parcel Acquisition. The fee proposals from IDS Engineering Group for surveying and Geotech Engineering and Testing for geotechnical are also attached.

If you have any questions, please let me know.

Yours Sincerely,  
FCM Engineers, PC

Dr. Frank C. Mbachu, P.E., DEE  
President

cc: FCM File 2021061

ENGINEERS ♦ PLANNERS ♦ CONSTRUCTION MANAGERS

## FCM ENGINEERS PC SCOPE OF BLUERIDGE ROAD WIDENING

### 1) Roadway

The project scope consists of rehabilitation of an existing 2-lane asphalt roadway from Rockergate Drive to McHard Road. The total length of the roadway is approximately 4,990-ft (0.95 miles). The project will add 6-ft shoulder only on the east side of the roadway. The existing roadway will require geotechnical investigation and recommendation for level of pavement rehabilitation needed as shown on geotechnical fee proposal attached. All driveways and intersecting roads will be reconstructed as per FBC Standards in accordance with 2020/2021 design criteria manual. A review of two conceptualized alternate realignment near McHard Road will be reviewed and recommendation made for best alternative that will achieve optimal requirement based on FBC design criteria.

### 2) Drainage

There are two roadside ditches on either side of roadway. The impact of the proposed roadway rehabilitation on existing drainage systems will be mitigated by providing detention in the ditch or any alternate recommendation brought forward by the engineer to be approved in the PER phase. There are two drainage easements crossing Blueridge. The closest to the north is located about 180 ft south of Rockergate with a 120 ft easement. The second drainage easement is located 1,200 ft south of Rockergate with 150 ft easement. Design will consider draining the two roadside ditches through the two-drainage easement that ultimately directs the flow to Sims Bayou. The requirements for detention may also impact the size of ROW to be acquired depending on selected detention alternative.

### 3) Utilities

All existing utilities both private and public will be reviewed to see what impact the proposed roadway widening will have on them. Any possible conflict will be coordinated with utilities and mitigated during design.

The EOR will conduct due diligent research to determine the existence and location of underground utilities (pipelines, duct banks, etc.), including but not limited to contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers should be obtained. An appropriate attempt must be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features should be identified. EOR will prepare a utility conflict table which will be submitted at each design submittal with information regarding each utility company needing coordination, including but not limited to specific utility conflicts and their respective locations, utility company's point of contact, dates contacted and specific items sent. Coordinate with Oil/Gas pipeline owners for depth

requirements, and contact with utility companies (both overhead and underground) to coordinate relocation of existing utilities will be made. Submit milestone-level drawings to applicable utility companies for their review.

4) Right of Way (ROW)

It is anticipated that the proposed roadway rehabilitation will take place within existing 68-ft ROW where feasible. Depending on the alternate recommendation for detention, in-ditch detention or separate detention may impact what additional right of way acquisition may be required and will be verified in the PER phase. The requirement for TCE will be evaluated and where right of entry (ROE) may be required will be determined during design and communicated before bidding. The fee proposal from IDS Engineering Group for topographic survey and easement acquisition is attached.

5) Environmental

The County will provide a desktop environmental study which includes wetland delineation and archaeological/historical studies. The ESA information on the proposed roadway rehabilitation will be obtained from the County when the engineer requests for the information.

6) Geotechnical Investigation

Geotech to recommend improvement to road. Some areas need spot repairs while other just a mill and overlay. The geotechnical recommendations will be incorporated into design of the project as necessary.

Geotechnical investigation and material recommendation will be provided by Geotech Engineering and Testing. The fee proposal for geotechnical investigation is also attached.

7) Permitting/Coordination

Coordination will be made with any entity that have any assets within the proposed and existing ROW. This will include private and public utilities; pipeline companies and entities with particular interest on the proposed rehabilitation. These coordinations will include possible permitting and approvals from agencies such as

- HOA Management
- Fort Bend County Drainage District
- City of Houston
- AT&T
- CenterPoint Energy
- Comcast
- Pipelines, if any

#### 8) Deliverables

The deliverable associated with scope of work will include the followings

- Preliminary design report to include cost estimate, 30% plans, topographic survey, geotechnical investigation, documenting existing conditions and prepared concept
- 70% design drawings, specifications and cost estimate
- 90% design drawings, specifications and cost estimate
- 100% design drawings, specifications and cost estimate
- Construction Phase Services as shown on the Fee Proposal

#### 9) Project Schedule

Within first seven days of NTP, the EOR will submit a detailed schedule for completing the project. The Table below show a tentative schedule in days after NTP the EOR believes it will take to complete the project.

Scheduled Items	Number of Days from NTP
Topographic Survey	90
Geotechnical Investigation	80
Preliminary Engineering Report	140
70% Design	200
90% Design	245
100% Design	275

### Phases I, II & III Design Fee Proposal

9/7/2021 4:47 PM



August 5, 2021

Dr. Frank C. Mbachu, P.E., DEE  
FCM Engineers, PC  
3300 S. Gessner Rd., Suite 249  
Houston, Texas 77063

Reference: Proposal for Professional Engineering Services  
Blueridge Road Widening from Rockergate Road to South of McHard Drive, Fort Bend County. (Fort Bend County 2020 Mobility Bond Program) - approximately 4990 L.F.

Dear Dr. Mbachu:

We appreciate the opportunity to propose land surveying services in conjunction with the above referenced project. It is our understanding that you are requesting a topographic survey of the above captioned property.

### **Survey Services**

#### **i Topography, Survey Control, Right-of-Entry, and Control Sheets/Mapping Products - \$29,415.00**

##### **1. Abstracting & Right-of-Entry (ROE) Letters**

We will perform, or have performed, the necessary abstracting for right-of-entry notifications. We will use the county appraisal district(s) maps and records to identify each property and property owner along the project length. The ROE letter will include the owner's name and address, the address of the subject property that will be affected by the survey, what safety measures will be used to avoid property damage, a timeframe for the project, and the contact information for the IDS project manager (PM). A second mailing would be performed utilizing certified return receipt mail. If, after the second mailing, no responses were received, IDS will engage the field crews to physically take the letters to the landowners. - \$950.00

##### **2. Topo**

We will locate visible existing utilities (dry and wet), intersecting streets, and easements along the approved route. Generally, the topographic survey shall extend 20 ft. beyond ROW to ROW on major thoroughfare and extend 10 ft. beyond ROW to ROW on collector and minor streets. We will topo 250 feet north and south on McHard Road and 250 feet north and south on Rockergate Drive for design tie-in purpose. In addition, we will tie other visible structures or utilities within said limits necessary for design. We will perform this professional service in substantial

conformance with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 6, Condition 2 Survey. - \$11,800.00

**3. Survey Control**

We will recover and verify any existing control monuments and resolve correlation between the monuments. We will establish secondary and tertiary control for the approximate 5,000 linear feet of Blueridge Road. We will verify that our datum matches the project datum. - \$2,763.00

**4. Re-establish Survey Control**

We will re-establish and verify control monuments before construction takes place - \$1,760.00

**5. Control Sheets/Mapping products**

We will prepare control sheets for control points established along the project. We will prepare the Index Sheets, Control Maps, Alignment Sheets, and a 3D surface-terrain model for plan submittal. These mapping products will be provided in Civil 3D format with layers and line types, etc. to meet your requirements. - \$12,142.00

**ii Level B Sue - \$2,200.00**

6. We will locate the underground utilities by markings provided through an 811 call or by contacting an individual utility company. This data will be added to the topographic survey. - \$2,200.00

**iii. Existing ROW - \$3,285.00**

7. We will recover sufficient right-of-way monumentation to establish the right-of-way of subject streets and prepare existing ROW map sheets for the project limits. - \$3,285.00.00

**iv. Proposed ROW - \$19,000.00**

**8. Parcel acquisition documents**

We will prepare five parcel plats with parcel areas, etc. and metes and bounds descriptions for each parcel necessary for parcel acquisition. Additionally, we will set ROW monumentation at all property corners, PC's, PT, and angle points of the proposed ROW. - \$19,000.00



COMPENSATION AND PAYMENT

The lump sum fee for this professional service is **\$53,900.00**

This fee is valid for a period of thirty (30) days from the date of this proposal.

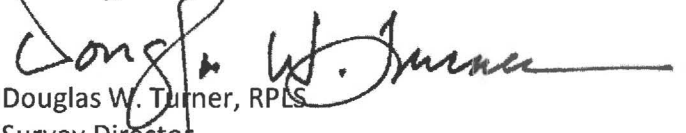
You will be invoiced monthly based on a percentage of work complete. Payment will be made within thirty (30) days of the invoice date.

DELIVERABLES

IDS will provide signed and sealed copies of the survey map. In addition, we will provide a PDF of the survey along with Index Sheets, Control Maps, Alignment Sheets, and a 3D surface- terrain model for plan submittal. These mapping products will also be provided in Civil3D.

If you have any questions regarding this proposal, please do not hesitate to call me. To indicate your acceptance of the above stated fee and to authorize us to proceed with the survey, please sign below and return a copy to our office.

Sincerely,

  
Douglas W. Turner, RPLS  
Survey Director

cc: File

Accepted:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

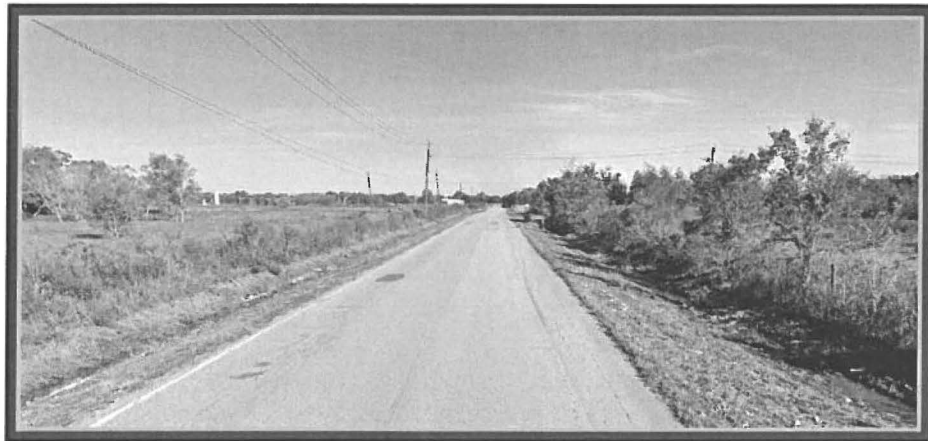
**PROJECT NAME**

**JOB NUMBER**

	Survey Director	Survey Manager	Registered Surveyor	Survey Coordinator	Survey Technician	Administrative	Field Crew	Abstractor's Certificate	Total Hours	Total Labor Cost
Control Point Recovery Sketches				7					7	
Horizontal Ground Control (Field)							4.5		4.5	
Vertical Ground Control (Field)							4.5		4.5	
Survey Control Index Sheets				8					8	
Horizontal and Vertical Control Sheets		2		8					10	
Alignment Sheets		2		40					42	
Right-of-Entry	1					6			7	
Boundary (Field)							9		9	
Boundary (Office)	2	5		10					17	
Establish Existing ROW (Office)	1	2		5					8	
Establish Existing ROW (Field)							9		9	
Level B SUE				4			8		12	
Topo							54		54	
Process Field Work				6					6	
Set Bench Marks							5		5	
Parcel Plats			5	40					45	
Parcel Metes and Bounds			5	10					15	
QA/QC	10								10	
Sign Metes and Bounds & Plat									0	
Create DTM									0	
Set Boundary Corners				5			20		25	
Re-establish control before construction							5		5	
Abstractor's Certificate Quantity								5		
*Travel Cost (\$0.49/mi.) Total Cost										
*Hotel Cost Total										
*Per Diem (\$45/day) Total Cost										
Hours Sub-Total	14	11	10	143	0	6	119	0		
Labor Rate Per Hour	\$250.00	\$190.00	\$145.00	\$130.50	\$92.50	\$115.50	\$220.00	\$270.00		
Total Cost	\$3,500.00	\$2,090.00	\$1,450.00	\$18,661.50	\$0.00	\$693.00	\$26,180.00	\$1,350.00		\$53,924.50

**REVISED  
PROPOSAL FOR  
DESKTOP GEOLOGIC FAULT STUDY AND GEOTECHNICAL STUDY  
BLUERIDGE ROAD WIDENING  
BETWEEN ROCKERGATE DRIVE AND SOUTH OF McHARD ROAD  
PAVING AND DRAINAGE IMPROVEMENTS  
FORT BEND COUNTY PROJECT NO. 20205  
FORT BEND COUNTY, TEXAS  
REVISION I**

**PROPOSAL NO. P21-168**



**TO**

**FCM ENGINEERS, PC  
HOUSTON, TEXAS**

**BY**

**GEOTECH ENGINEERING AND TESTING**

***[www.geotecheng.com](http://www.geotecheng.com)***

**AUGUST 2021**



# GEOTECH ENGINEERING and TESTING

*Geotechnical, Environmental, Construction Materials, and Forensic Engineering*



ACCREDITED  
CERTIFICATE #0075-01  
#0075-02

FCM Engineers, PC  
3300 S. Gessner Road, Suite 249  
Houston, Texas 77063

Proposal No. P21-168  
August 09, 2021  
Tel.: 713-706-4414

E-mail: fmbachu@fcm-engineers.com

Attention: Dr. Frank C. Mbachu, P.E., DEE  
President

**REVISED  
PROPOSAL FOR  
DESKTOP GEOLOGIC FAULT STUDY AND GEOTECHNICAL STUDY  
BLUERIDGE ROAD WIDENING  
BETWEEN ROCKERGATE DRIVE AND SOUTH OF McHARD ROAD  
PAVING AND DRAINAGE IMPROVEMENTS  
FORT BEND COUNTY PROJECT NO. 20205  
FORT BEND COUNTY, TEXAS  
REVISION I**

Gentlemen:

At your request, we are pleased to submit this proposal for the Blueridge Road paving/drainage improvement project. The roadway improvement will be about 4,990-ft, from Rockergate Drive to South of McHard Road, Fort Bend County, Texas. The improvement includes the rehabilitation of the existing 2-lane asphalt roadway. The project will require a resurface of existing asphalt through the project limits and widening the pavement to include 6-ft wide shoulders on the east side. Furthermore, all driveways and intersecting roads will be reconstructed through the project limits per Fort Bend County Standards. The planned paving/drainage improvements were discussed in detail with Dr. Frank C. Mbachu, P.E., DEE in order to plan a study that would provide the necessary design and construction data.

## INTRODUCTION

It is planned to improve approximately 4,990-ft of Blueridge Road from Rockergate Drive to South of McHard Road, Fort Bend County, Texas. We understand that the proposed improvement will consist of asphalt pavement rehabilitation and roadside ditch regrading. The specific improvement will consist of the following:

Facility	Remarks
Paving	The roadway will be about 4,990-ft long, asphalt paving. The traffic loading in the form of ESAL is not available at this time, hence, the traffic loading will be assumed. Furthermore, we understand that 20-year design life will be used for asphalt pavement design.



Facility	Remarks
Roadside Ditch	<p>The proposed roadside ditch improvements along Blueridge Road from Rockergate Drive to South of McHard Road will generally include regrading of existing ditches and extending the driveway culverts.</p> <p>We understand that V-ditches are proposed. The depth of the proposed V-ditch is not known at this time.</p>



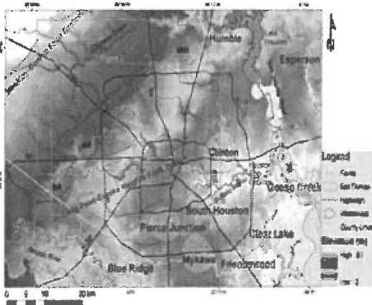
This proposal is divided into two sections. Each section will be discussed and estimated separately. These sections are as follows:

- o Desktop Geologic Fault Study.
- o Geotechnical Exploration Study for the pavement and drainage improvements.

The scope of our work will be in general accordance with the Fort Bend County Engineering Design Manual (FBC Engineering Dept., August 2020) and Harris County Guidelines (if applicable). We will not perform the geotechnical exploration for the road in accordance with the TxDOT Guidelines. We will not perform the geotechnical exploration for the roadside ditch in accordance with the HCFCD Guidelines. **We understand that the scope of our work will not include review of plans and specifications prior to the final design.**

### DESKTOP GEOLOGIC FAULTING

The project site is located in Fort Bend County, Texas. Geologic faults are scattered throughout Houston. In general, faults are caused by groundwater and oil removal from the underlying surface. Faults originate several thousand feet below the ground surface and can often cause displacement of the ground surface, causing broken pavement, water lines, and damage to residential and commercial structures.



A Desktop Geologic Fault Study will be conducted. A desktop fault study will include a study of published data on surface faults in the area of the site from the Geotech Engineering and Testing Library. A report of our findings will be provided.

## GEOTECHNICAL STUDY

### Field Exploration

**Site Access.** Major portion of the project alignment is along the existing 2-lane asphalt roadway. Therefore, site access can be provided, using a truck-mounted drilling rig. Traffic control will be required.

**Surveying.** The client will establish and provide GET the boring coordinates and ground surface elevations. GET will mark the boring locations in the field so that the survey crew can locate them.

**Checking for Utilities.** GET will call Texas 811-Call for the locations of utilities. GET will coordinate these activities. GET will not hire a contractor to conduct subsurface utility studies to find location of any and all utilities. This is not the scope of GET work. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.

**Traffic Control.** Traffic control will be required along the project alignment during our field exploration. The scope of our field work will require a lane closure during drilling and sampling and borehole grouting. Our traffic control will be subcontracted out.

**Drilling and Sampling.** We will evaluate the soil stratigraphy and groundwater conditions for the proposed paving and drainage improvements by conducting eleven (11) soil borings to a depth of 10-ft from existing grade. It should be noted that spacing between borings is about 500-ft. The Plan of Borings for the proposed paving and utilities is shown on Plate 2. The borings schedule is as follows:

Facility	Borings	Depth, ft	Remark
Paving and Roadside ditch	B-1 thru B-11	10	A truck-mounted drilling rig.

Soil samples will be obtained continuously from the surface to the completion depth of borings. The cohesive soils will be sampled, using a Shelby Tube sampler. Standard Penetration Tests (SPT) will be performed in sands, if encountered. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory unconfined compression and Torvane tests used to supplement laboratory shear strength data.

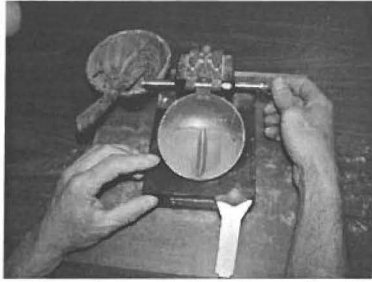
**Groundwater.** Depth to groundwater will be important for design and construction of the proposed facilities. For this reason, borings will be drilled dry and the depth at which groundwater is encountered will be recorded. Twenty-four hour water levels will not be measured.

**Borehole Grouting.** All of the geotechnical boreholes except those for the pond will be grouted with cement and bentonite, after drilling and sampling.



## LABORATORY TESTING

Laboratory tests will vary with the soils encountered but will be planned to evaluate soils design parameters for the proposed pavements and roadside ditches.



It is anticipated that the tests will include hand penetrometer, torvane, unconfined compression, unit weight, moisture content, liquid and plastic limit tests, gradation and hydrometers.

All of the subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. All tests will be performed in general accordance with the ASTM Procedures.



## ENGINEERING ANALYSES AND REPORTING

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented and recommendations made relative to the following:

Facility	Recommendations
General	<ul style="list-style-type: none"> <li>○ Summary.</li> <li>○ Project site pictures.</li> <li>○ Geology.</li> <li>○ Results of the Desktop Fault Study and recommendations for Phase I Study, if warranted.</li> <li>○ Generalized soils stratigraphy and groundwater levels.</li> <li>○ Boring logs per GET format.</li> </ul>
Road Paving	<ul style="list-style-type: none"> <li>○ Estimated subgrade properties (based on correlations) including CBR and Resilient Modulus values for natural soils.</li> <li>○ Asphalt pavement design, using AASHTO 1993 pavement design method. The traffic loading will be assumed. Furthermore, 20-year design life will be used for asphalt pavement design.</li> <li>○ Asphalt pavement recommendations.</li> <li>○ Soil stabilization requirements for the pavements.</li> <li>○ Potential construction problems</li> <li>○ Recommendations on site drainage.</li> </ul>





Facility	Recommendations
Roadside Ditch	<ul style="list-style-type: none"> <li>○ OSHA soil classification for the trench safety.</li> <li>○ Trench safety report.</li> <li>○ Recommendations on ditch side slopes. <b>Slope-stability analysis will not be conducted.</b></li> <li>○ Soil types available from excavations and use of these materials for fill.</li> <li>○ Erosion protection, including the use of grass for erosion protection.</li> <li>○ Potential construction issues.</li> </ul>



## COST ESTIMATE

### General

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services based on the Harris County Fee Schedule as shown on Plates 3 and 4. This estimate assumes underground obstructions will not be encountered that require boring relocations. GET is not responsible for damages to underground utilities, man-made utilities, etc. In the event that concrete, rock/rubble is encountered, the boring(s) will be terminated. We understand that all of the boring elevations will be provided by the client prior to completion of GET report. Our cost estimate includes one draft report copy and one final report copy. A digital copy of the report will also be provided. Additional report copies will be provided at a separate charge.

### Underground Utilities

The cost estimate for geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocation(s). GET will contact Texas 811 for the presence of underground utilities. However, Texas 811 does not have information regarding the presence of underground utilities inside the properties. GET is not responsible for damage to underground utilities, man-made objects, etc., that are not identified by Texas 811. The scope of our work does not include subsurface utility engineering. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.



### Traffic Control Allowance

The cost estimate for traffic control is only an allowance. The actual cost may be lower or higher, depending on access, pavement thickness, concrete strength and daily production. GET is prepared to use any qualified traffic control subcontractor specified by the client. **Our estimated traffic control schedule is as follow:**

	<u>Day</u>	<u>Services</u>
	<u>3.0</u>	Drilling and Sampling, Borehole Grouting
Total:	<u>3.0</u>	

### Cost Summary

A summary of estimated cost is presented below:

<u>Scope of Work</u>	<u>Estimated Cost</u>	<u>Cost Breakdown Plate(s)</u>
Desktop Geologic Fault Study	\$ 677.50	3
Geotechnical Exploration for Paving and Roadside Ditch	28,763.00	3 – 4
Traffic Control (allowance)	2,161.50	4
Subtotal	\$ <u>30,924.50</u>	
Grand Total	\$ <u>31,602.00</u>	

### **REPORT REVIEWS AND COMMENTS**

Our report will be submitted to FCM Engineers, PC Fin a draft form for comments. Once these reviews are completed, a final report will be issued. All of these comments will be incorporated in the final report. The client agrees that all reviews are complete once a notice for a final report is issued. Any changes to the final report will be outside the scope of our study. We will incorporate any future comments after the final report is issued on a time and materials basis per the applicable fee schedule.

### **TIME SCHEDULES**

We estimate that the field work can be started about one (1) week after authorization is received. The project schedule will be as follows:

<u>Facility</u>	<u>Right of Way/Utility Clearance</u>	<u>Field Exploration</u>	<u>Laboratory Testing</u>	<u>Engineering</u>	<u>Total</u>
Paving and Roadside Ditch	10	10	20	30	70

Preliminary recommendations will be submitted during the course of the exploration, if required to expedite design.

Proposal No. P21-168

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING  
TBPE Registration Number F-001183



David A. Eastwood, P.E., D.GE, DFE, C.A.P.M., F.FPA, F. ASCE  
Principal Engineer

ACCEPTED BY: \_\_\_\_\_

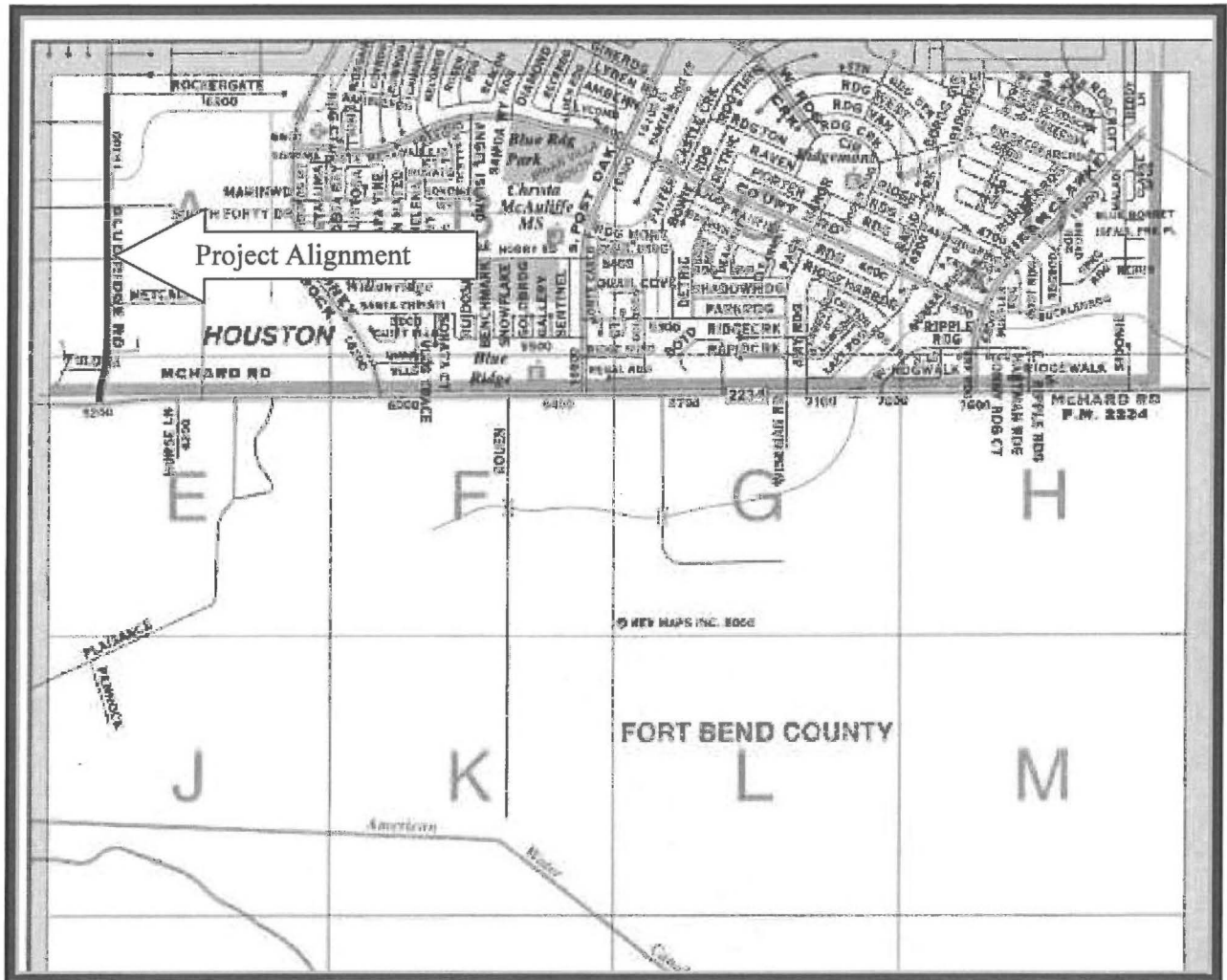
COMAPANY NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Enclosures: Site Vicinity Map – Plate 1  
Plan of Borings – Plate 2  
Cost Estimate – Plates 3 and 4  
General Conditions  
Harris County Fee Schedule

Copies Submitted: (1) Dr. Frank C. Mbachu, P.E., DEE  
(1) DAE



# **SITE VICINITY MAP**

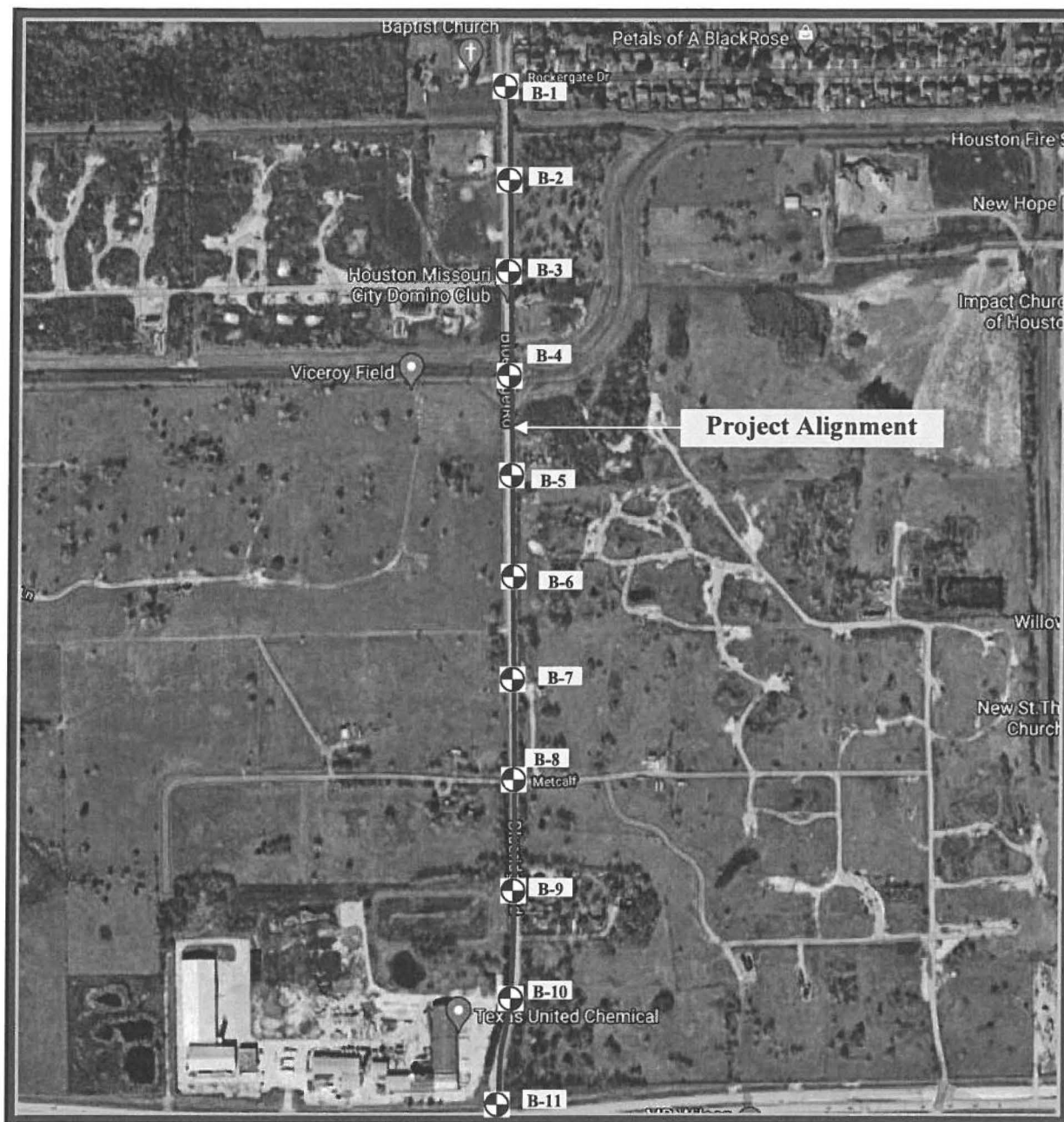
PROJECT: Desktop Geologic Fault Study and Geotechnical Exploration for Blueridge Road- Paving and Drainage Improvements  
 FBC Project No. 20205, Fort Bend County, Texas

SCALE: NOT TO SCALE

DATE: JUNE 2021

PROPOSAL NO.: 21-168E

NORTH



**PLAN OF BORINGS (Boring locations are approximate)**

PROJECT: Desktop Geologic Fault Study and Geotechnical Exploration for Blue Ridge Road- Paving and Drainage Improvements  
 FBC Project No. 20205, Fort Bend County, Texas

SCALE: NOT TO SCALE

DATE: JUNE 2021

PROPOSAL NO.: 21-168E

NORTH

**Estimated Cost Summary (Detailed)****Desktop Geologic Fault Study and Geotechnical Study  
Blueridge Road Paving and Drainage Improvements  
Fort Bend County, Texas**

P21-168

**Consultant Proposal Breakdown**

GEOTECH ENGINEERING AND TESTING		Principal Engineer	Senior Engineer	Graduate Engineer	Field Technician	Typing/Drafting	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
Date: June 23, 2021										
PER HARRIS COUNTY FEE SCHEDULE		\$250.00	\$205.00	\$115.00	\$55.00	\$70.00				
Task No.	Task Description	* LEVEL OF EFFORT								
<b>Desktop Geologic Fault Study</b>										
1	Review of Existing Published Fault Maps by Staff Engineer			4						\$460.00
2	Reporting		0.5	1						\$217.50
Total:										<b>\$677.50</b>
<b>Project Initiation upon Receiving NTP</b>										
3	Review of the scope of the work	1	2	2						\$890.00
4	Coordinate with Client, in obtaining the updated information of the project			1						\$115.00
<b>Paving and Roadside Ditch along project alignment, 11 Borings</b>										
<b>Field Investigation</b>										
5	Develop a Drilling Plan			1						\$115.00
6	Staking the Eleven (11) Borings in the Field			7						\$805.00
7	Coordinate with Surveyors to Locate & Tie in Borings at Site			1						\$115.00
8	Field Coordination during Drilling Including Utility Clearance, Texas One Call, and/or obtain drilling permission			8						\$920.00
9	Mobilization / Demobilization						LS	1	\$700.00	\$700.00
10	Drilling and Sampling Eleven (11) Borings									
11	Continuous (0' - 20')						LF	110	\$25.00	\$2,750.00
12	Daily Travel						EA	1	\$500.00	\$500.00
13	Borehole Grouting						FT	110	\$12.00	\$1,320.00
14	Technician, Logging Borings, Borehole cleaning and Water Level Reading				30					\$1,650.00
15	Vehicle Charge (Boring staking, site visits during field coordination during drilling including utility clearance, Texas One Call etc., and borehole logging and grouting)						HR	43	\$12.00	\$516.00
Subtotal										<b>\$10,396.00</b>
<b>Laboratory Testing</b>										
16	Assign Laboratory Tests, Looking at Soil Samples			4						\$460.00
17	Data Reduction and Evaluation			1						\$115.00
18	Water Content (all samples)						EA	55	\$11.00	\$605.00
19	Liquid and Plastic Limits						EA	16	\$71.00	\$1,136.00
20	Percent Passing #200 Sieve						EA	11	\$55.00	\$605.00
21	Torvane						EA	55	\$3.00	\$165.00
22	Hand Penetrometer						EA	55	\$4.00	\$220.00
23	Unconfined Compression						EA	11	\$51.00	\$561.00
Subtotal										<b>\$3,867.00</b>

**Estimated Cost Summary (Detailed)**

**Desktop Geologic Fault Study and Geotechnical Study**  
**Blueridge Road Paving and Drainage Improvements**  
**Fort Bend County, Texas**

P21-168

**Consultant Proposal Breakdown**

<b>GEOTECH ENGINEERING AND TESTING</b>		<b>Principal Engineer</b>	<b>Senior Engineer</b>	<b>Graduate Engineer</b>	<b>Field Technician</b>	<b>Typing/Drafting</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Rate</b>	<b>Subtotal (Cost \$)</b>
Date: June 23, 2021										
<b>PER HARRIS COUNTY FEE SCHEDULE</b>		<b>\$250.00</b>	<b>\$205.00</b>	<b>\$115.00</b>	<b>\$55.00</b>	<b>\$70.00</b>				
<b>Task No.</b>	<b>Task Description</b>	<b>* LEVEL OF EFFORT</b>								
<b>Engineering Analysis and Report</b>										
24	Prepare Plan of Borings			1						\$115.00
25	Analyze field and laboratory test results			2						\$230.00
26	Prepare summary of laboratory test data			1						\$115.00
27	Edit and prepare final boring log profiles			11						\$1,265.00
28	Prepare and develop boring log profiles			1						\$115.00
29	Develop asphalt pavement design based on traffic loading	0.5	2	6						\$1,225.00
29	Recommendations on ditch side slopes		1	5						\$780.00
30	Recommendations on erosion protection		1	5						\$780.00
31	OSHA soil classification for the trench safety and Trench Safety		3	6						\$1,305.00
32	Document the results of soil exploration, laboratory testing and geotechnical recommendations in a geotechnical draft report	4	10	32						\$6,730.00
33	Incorporate the review comments	1	2	4						\$1,120.00
34	Technical Typing/Drafting					6				\$420.00
35	Report Reproduction Allowance									\$300.00
<b>Subtotal</b>										<b>\$14,500.00</b>
<b>Total:</b>										<b>\$28,763.00</b>
<b>ALLOWANCE ITEMS</b>										
<b>Traffic Coordination/Allowance</b>										
36	Traffic Control (cost + 10%)					DAY	3	\$720.50		\$2,161.50
<b>Total</b>										<b>\$2,161.50</b>
<b>Grand Total:</b>										<b>\$31,602.00</b>

Plate 4



*We are the LARGEST Messageboard Supplier in Texas - Rent 1 or 100 from RTS!*

# 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.**

FCM Engineers, PC  
Houston, TX United States

**Certificate Number:**  
2021-808114

**Date Filed:**  
09/30/2021

**Date Acknowledged:**  
10/12/2021

**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.**

20205  
Blueridge Road Widening from Rockergate Drive to South McHard Road: Fort Bend County 2020 Mobility Bond Program, Project No. 20205

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mbachu, Frank	Sugar Land, 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)