

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL 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 BIO-West, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide environmental services for various 2017 Mobility Bond Projects, as listed on Exhibit A (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 the Scope of Services (attached hereto as Exhibit B).

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.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit C. The Maximum Compensation for the performance of Services within the Scope of Services

described in Exhibit B is one hundred fifty thousand five hundred dollars and 00/100 (\$150,500.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written agreement executed by the parties.

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 of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoice 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 one hundred fifty thousand five hundred dollars and 00/100 (\$150,500.00), 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 one hundred fifty thousand five hundred dollars and 00/100 (\$150,500.00).

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 March 27, 2022. 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. 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.

10.1.2 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.

10.1.3 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.

10.1.4 Professional Liability insurance 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. All Liability policies including Workers' Compensation written on behalf of Contractor 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, 1st Floor
Richmond, Texas 77469

Contractor: Bio-West, Inc.
Attn: Marty Heaney, Principal
1018 Frost Street
Rosenberg, Texas 77471

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 Representation

16.1 Contractor represents 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 represents to County that the Services will materially conform to all requirements and specifications contained in the attached Exhibit B.

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.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor 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, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor 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.

[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

BIO-WEST, INC.

Robert E. Hebert, County Judge

Marty Heaney, Principal

Date

MARCH 19, 2018
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 \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Env Consulting - 2017 Mobility\Bio-West\Agreement - Environmental Svcs.Bio-West.docx.3/16/2018

EXHIBITS

Exhibit A

Bio-West, Inc.

Proj #	Name	Limits	Bond Amount
17102	Ransom Road	FBCLID#10 Levee to SH 99 (DESIGN ONLY)	\$520,000
17103	Ransom Road	MUD 121 Levee to Williams Way	\$3,310,000
17105	Bamore Road Seg. 2	Klauke Road to Cottonwood	\$3,400,000
17108	Old Needville-Fairchilds Road	SH 36 to Needville City Limit	\$1,880,000
17110	Benton Road Seg. 1	FM 762 to Rosenberg City Limit	\$2,820,000
17112	Masterson Road	FM 521 to Ladonia	\$2,100,000
17114	Intersection Improvements	Multiple Locations	\$2,840,000
17115	Avenue J Extension	I 69 to First Street (DESIGN ONLY)	\$180,000
17116	Williams School Road	At FM 360	\$730,000
17118	Bryan Road	Rosenberg City Limit to FM 2977	\$1,700,000
17203	Bellaire Boulevard	Harlem Road to Westmoor Drive	\$880,000
17204	Beechnut Road	NETCO Pipeline Crossing to FM 1464	\$1,220,000
17207	Burney - Old Richmond Road	West Bellfort Boulevard to Sugarland-Howell Road	\$7,260,000
17208	Old Richmond Road	Sugarland-Howell Road to Belknap Road	\$4,320,000
17209 17212	Bellaire Boulevard & Westmoor Drive	500' west of FM 1464 to Westmoor Drive; Bellaire Boulevard to FM 1093	\$3,600,000
17211	Belknap Road	West Bellfort Boulevard to Harris County Line	\$9,110,000
17305	Roesner Road Segment 1	End of existing Roesner Road to Westheimer Parkway (DESIGN ONLY)	\$1,580,000
17306	Roesner Road Segment 2	Westheimer Parkway to Harris County Line (DESIGN ONLY)	\$1,610,000
17307	Peek Road Segment 1	Grand Parkway (SH 99) to Beechnut Street	\$2,200,000
17308	Cane Island Parkway	FM 1463 to I10 Frontage	\$6,270,000
17310	Brandt Lane	Eastern boundary of McCrary Meadows to Mason Road	\$4,750,000
17312	Fulshear-Gaston Road	FM 723 to FM 359 (DESIGN ONLY)	\$1,520,000
17313x	McCrary Road South	FM 359 to McCrary Road (East/West)	\$0
17401 17403	Mason Road	Lewisville Drive to Waterside Village Drive and Grand Parkway (US 99) at Mason Road	\$3,450,000
17402	Harlem Road	Morton Road to South of Travis High School	\$3,680,000
17404 17413 17414 17415	Intersection Improvements	Voss Road at Highway 6, Voss Road at Old Richmond Road, West Bellfort at Clodine Road, and Pheasant Creek at Old Richmond Road	\$1,440,000
17405	Mason Road	North limit of Fieldstone Subdivision to Beechnut	\$3,640,000
17407	Owens Road - Segment 2	Sugar Land City Limit to FM 1464	\$4,560,000
17410	Beechnut Street	1,650' east of Ashton Brook Lane to Peek Road	\$11,860,000
17416	Madden Road	West Bellfort to Clodine Road	\$3,920,000
17417	Clodine Road	West Bellfort to Denver Miller Road	\$2,730,000

31 Projects

Total Bond Amount \$99,080,000

Task 1 – Environmental Fee \$115,500

Task 2 – Contingency and Project Management \$15,000

Task 3 – On-Call Environmental Support \$20,000

Total Fee \$150,500

Exhibit B



March 12, 2018

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineering
301 Jackson Street; 4th Floor
Richmond, TX 77469

**Re: 2017 Fort Bend County Mobility Projects
Environmental Services for the Proposed 2017 Fort Bend County Mobility Projects**

Dear Mr. Slawinski:

BIO-WEST, Inc. (BIO-WEST) is pleased to provide the Fort Bend County Engineering Office (FBC-ENG) this proposal and cost estimate to provide the requested environmental services for the 2017 Fort Bend County Mobility Projects located throughout Fort Bend County.

PROJECT APPROACH

Kick-Off Meeting

In an effort to provide environmental consistency across all Fort Bend County precincts, BIO-WEST is proposing to serve as the County's environmental manager for all 2017 Fort Bend County Mobility Projects. BIO-WEST's goal is to provide FBC-ENG with cost-effective and sound environmental solutions and minimize regulatory burdens through practical design alternatives.

In order to accomplish this, BIO-WEST proposes a multi-step approach to address the various environmental issues the County may encounter while progressing through each project. Fort Bend County has presented BIO-WEST with a list of 31 projects which they deem viable. These 31 projects are the basis of the remaining scope of work presented here below.

Environmental Review

Projects reviewed will undergo an Environmental Critical Issues Analysis (ECIA). Through this Environmental Critical Issues Analysis, BIO-WEST ecologists will review publicly available historical imagery, topographic maps, National Wetland Inventory maps, NRCS soil maps, color and infra-red aerial photography, and current floodplain maps to estimate the presence and scale of potential waters of the United States (U.S.) which may exist within a survey review area surrounding the proposed roadway alignments. BIO-WEST recommends that the survey review area will vary from a 300-foot to a 1,000-foot buffer on the project alignment depending on project location, surrounding development, and perceived need.

In order for the ECIA to be as comprehensive as possible, BIO-WEST ecologists will also perform cursory field investigations for potential waters of the U.S., including a walk-through of the proposed project alignment, cursory threatened and endangered species field investigations, and a basic desktop cultural resources analysis. These investigations will provide a cost-effective and thorough environmental evaluation of each roadway project.

All projects which undergo ECIA review will have individual ECIA Reports produced for submission to FBC-ENG. These reports will provide an overall compilation of the data collected via background research, as well as, the field investigatory processes. The ECIA Reports will include BIO-WEST's professional judgment and recommendations on the environmental pathway(s) for moving forward with the project. These results have the potential to reduce further environmental regulatory involvement through the alteration of project design and/or construction techniques of proposed projects.

The cursory field investigations discussed within this section should NOT to be considered; in the case of waters of the U.S., formal wetland delineations conducted according the 1987 United States Army Corps of Engineers (USACE) Wetland Delineation Manual, and in the case of threatened and endangered species, species-specific surveys. However, findings will be based on similar criteria used by the USACE to determine jurisdictionality under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act and professional experience of the BIO-WEST team.

Additional Environmental Support

Through the ECIA process, BIO-WEST will notify FBC-ENG of projects that are unable to avoid impacts to environmental resources and unfortunately must undergo additional environmental support. Projects requiring additional environmental support fall into one of two categories: *USACE Coordination Not Required* and *USACE Coordination Required*.

USACE Coordination Not Required

In order to simplify these additional environmental support efforts for FBC-ENG, BIO-WEST proposes to complete projects which do NOT require formal coordination with the USACE or other agency. These projects would fall under the category of a Non Pre-Construction Notification (Non-PCN) Nationwide Permit 14 (NWP 14). Due to previous data collection efforts and minimal additional investigation required by these projects, BIO-WEST can complete these types of projects efficiently and quickly.

USACE Coordination Required

Projects unable to avoid impacts to environmental resources and require formal coordination with the USACE will be assigned to a 3rd party consultant as appropriate by FBC-ENG. The projects which fall into this category will be required to be submitted to the USACE for review and approval.

Contingency & Management

BIO-WEST will provide a contingency on any project that has been expected to NOT require direct coordination with the USACE and that ends up needing additional environmental support. BIO-WEST will work under this task in order to ensure FBC-ENG is in compliance with all environmental regulations pertinent to the Clean Water Act should it be required. General project management will include bi-monthly updates to FBC-ENG staff of progress as well as day to day management of general project tasks.

On-Call Environmental Support

BIO-WEST proposes to assist FBC-ENG with projects that fall into the *USACE Coordination Required* category by providing on-call environmental oversight and management of these projects. This oversight and management will primarily consist of administrative completeness reviews, technical aspects of adherence to Section 404 Clean Water Act regulations, appropriate mitigation application, and scheduling maintenance. However, BIO-WEST will assist FBC-ENG in any capacity as requested for the 2017 Mobility Projects.

ESTIMATED COSTS

Task 1 – Environmental Fee (LUMP SUM)	\$115,500.00
Task 2 – Contingency and Project Management (Time and Materials - NTE).....	\$15,000.00
Task 3 – On-Call Environmental Support (Time and Materials - NTE).....	\$20,000.00

GRAND TOTAL \$150,500.00

BIO-WEST greatly appreciates this opportunity to assist Fort Bend County Engineering with the 2017 Mobility Projects. Upon your review of this proposal contract documents will be submitted at your request. If you have any questions or comments, please call the BIO-WEST office at (832) 595-9064.

Sincerely,



Marty Heaney
Principal



Andy Boswell
Project Manager

Exhibit C

BIO-WEST, Inc.
1018 Frost Street Rosenberg, TX 77041

2018 Billing Rates

Title	Rate
Principal	\$154.21
Senior Ecologist/Project Manager	\$117.93
Wetland Specialist	\$117.93
Environmental Specialist	\$112.64
Ecologist	\$84.67
GIS Specialist	\$84.67
Environmental Scientist	\$74.08
Accounting Clerk/Clerical	\$65.77
Technician	\$63.50

Reimbursable Expenses

Mileage	IRS Allowable Rate
Travel & Meals	Actual Cost
Subconsultants	Invoice Cost
Misc. Reimbursable Expenses	Actual Cost



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

Richard W. Stolleis, P.E.
County Engineer

MEMORANDUM

March 20, 2018

TO: Members of the Commissioners Court

**RE: Bio-West, Inc. Agreement – Environmental
Services for 2017 Mobility Bond Projects**

The total cost of the Agreement is \$150,500. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
17102	Ransom Road	\$1,240
17103	Ransom Road	\$4,970
17105	Bamore Road Segment 2	\$4,970
17108	Old Needville-Fairchilds Road	\$1,970
17110	Benton Road Seg. 1	\$4,970
17112	Masterson Road	\$4,970
17114	Intersection Improvements	\$1,240
17115	Avenue J Extension	\$4,970
17116	Williams School Road	\$1,970
17118	Bryan Road	\$4,970
17203	Bellaire Boulevard	\$4,970
17204	Beechnut Road	\$4,970
17207	Burney - Old Richmond Road	\$4,970
17208	Old Richmond Road	\$4,970

17209 17212	Bellaire Boulevard & Westmoor Drive	\$5,950
17211	Belknap Road	\$8,970
17305	Roesner Road Segment 1	\$4,970
17306	Roesner Road Segment 2	\$4,970
17307	Peek Road Segment 1	\$4,970
17308	Cane Island Parkway	\$1,240
17310	Brandt Lane	\$8,970
17312	Fulshear-Gaston Road	\$4,970
17313x	McCrary Road South	\$8,970
17401 17403	Mason Road	\$2,200
17402	Harlem Road	\$4,970
17404 17413 17414 17415	Intersection Improvements	\$4,380
17405	Mason Road	\$4,970
17407	Owens Road - Segment 2	\$4,970
17410	Beechnut Street	\$4,970
17416	Madden Road	\$4,970
17417	Clodine Road	\$8,970

Total \$150,500
