

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 TLC Engineering, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide environmental services for the Moore Road Expansion Project No. 17218x (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, 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 Contractor's Proposal dated April 27, 2021 attached hereto and incorporated herein for all purposes.

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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-six thousand four hundred sixteen dollars and 00/100 (\$66,416.00). 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 sixty-six thousand four hundred sixteen dollars and 00/100 (\$66,416.00), 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 sixty-six thousand four hundred sixteen dollars and 00/100 (\$66,416.00).

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, 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.

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 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, unless disclosure is required by law or court order, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this

Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

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

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

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

Section 14. Notices

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

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

County:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Contractor:	TLC Engineering, Inc. 8204 Westglen Drive 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

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 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, 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.

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.

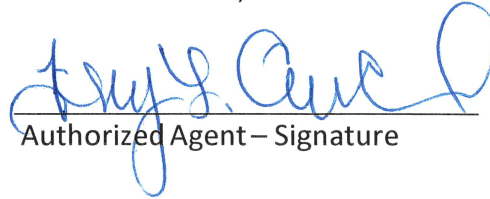
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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

TLC ENGINEERING, INC

KP George, County Judge



Authorized Agent – Signature

Date

Tony L. Council, P.E.
Authorized Agent – Printed Name

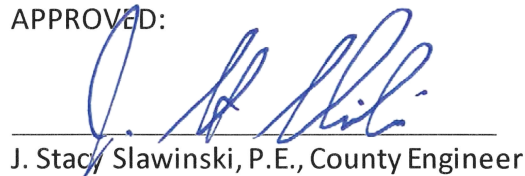
ATTEST:

President and CEO
Title

Laura Richard, County Clerk

May 20, 2021
Date

APPROVED:



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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

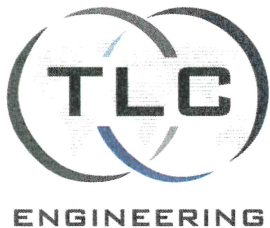
AUDITOR'S CERTIFICATE

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

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EXHIBIT



April 27, 2021

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
301 Jackson Street
Richmond, Texas 77469

Project: Moore Road Expansion Project between Fifth Street and Independence Boulevard/Court Road in Stafford, Texas

Subject: Proposal for Fort Bend County for Environmental Services Regarding Expansion of Moore Road

Dear Mr. Slawinski, P.E.,

On behalf of TLC Engineering, Inc., it is my pleasure to present to Fort Bend County this estimate for Environmental Services at the aforementioned project location in Stafford, Texas.

1.0 PROJECT DESCRIPTION

The County of Fort Bend is proposing to construct a roadway-widening project on Moore Road from Fifth (5th) Street to Independence Boulevard/Court Road in Stafford, Texas (approx. 4,300 linear feet/0.81 mile). The project also includes various drainage improvements to the unnamed drainage outfall channel to Stafford Run Creek.

1.1 Existing Conditions

The existing roadway is a semi-rural cross-section comprised of two (2) eleven-foot (11') lanes throughout (one lane in each direction) within a varying right-of-way (ROW) of fifty-five feet to seventy feet (55' to 70')(55' usual).

The roadway has open ditch drainage throughout on both sides, except at Independence Boulevard/Court Road, where widening provided curb-and gutter (C&G) drainage into Moore Road. The ROW also contains three (3) existing drainage outfalls, an eight-inch (8") fresh water main, varying eight-inch (8") to ten-inch (10") sanitary sewer line, overhead power poles and lines, and buried phone lines. There is also a sixty-foot (60') wide pipeline easement that crosses Moore Road at approximately Sta. 41+50.00, which is used by two (2) thirty-inch (30") and one (1) eighteen-inch (18") gas, crude oil, and gas pipelines, respectively, and one (1) sixteen-inch (16") gas pipeline that now appears abandoned.

Traffic control is by sign throughout, including at the Fifth (5th) Street and Independence Boulevard/Court Road intersections. The roadway has no sidewalks.

1.2 Proposed Project

When complete, the roadway will conform to standards for an urban cross-section. The project would construct two (2) twelve-foot (12') travel lanes (one lane in each direction) with four-foot (4') shoulders, and five-foot (5') sidewalks on both sides within a proposed ROW of seventy-five feet to eighty feet (75' to 80'). It would also construct a left-turn bay at Fifth (5th) Street.

The proposed project would include painted crosswalks, as well as pedestrian amenities such as pedestrian signal heads and sidewalk ramps at Fifth (5th) Street and Independence Boulevard/Court Road.

Approximately one-and-a-half acres (1.57 ac.) of additional right-of-way (ROW) for the project would be acquired from all or some of thirteen (13) properties. Acquisitions are mostly distributed on both sides of the existing ROW. ROW acquisitions would be on the west side of Moore Road from Fifth (5th) Street to slightly south of Station (Sta.) 30+00.00 and slightly south of Sta. 40+00.00 to Independence Boulevard/Court Road, and on the east side of Moore Road from approximate Sta. 27+50.00 to slightly south of Sta. 35+00.00 and from slightly south of Sta. 41+00.00 to slightly north of Independence Boulevard/Court Road. One corner clip is required on the northeast of Fifth (5th) Street and Moore Road. A sixty-foot (60') drainage easement comprising three (3) acres (3.0625 ac.) would be required at approximately Sta. 30+00.00.

The proposed project would extend approximately 1,750 linear feet (LF) of eight-inch (8") water Line from approximately Sta. 36+00.00 to the Moore Road intersection with Independence Boulevard/Court Road. Area drainage would also be improved by using flexible pavement with open ditch drainage, supplemented with storm sewer conduits where adequate ditch section cannot be achieved, or there is a lack of ditch capacity for the addition of twenty-four feet (24') of impervious cover to the existing corridor. Further, it would supplement the existing roadside swales with storm conduits where ROW is constricted and/or there is a lack of ditch capacity and/or there are conflicts with public or private utilities. It would maintain and tie into the existing thirty-six-foot (36') curb and gutter C&G concrete apron at the Independence Boulevard/Court Road approach and would expand the existing middle outfall ditch per FBC Drainage District Engineer recommendation (Min. 60' Drainage Easement).

Finally, due to conflicts with proposed paving, sidewalk, and storm sewer improvements, where necessary it would make adjustments to the existing water main and fire hydrants; and it would reconstruct the existing varying size sanitary sewer line to a standard fifteen-inch (15") diameter and extend it along Fifth (5th) Street to the lift station F1.

1.3 Total Area and Maximum Depth of Potential Effect

The total Area of Potential Effect (APE) is approximately 367,634 square feet (8.45 acres). The maximum Depth of Potential Effect is approximately six feet (6') for roadway and drainage work.

2.0 SCOPE OF WORK

2.1 Primary Services

TLC will conduct a County-level Limited Environmental Assessment (LEA) of the existing and proposed Moore Road ROW for the potential presence or absence of Wetlands, Recognized Environmental Conditions, Threatened and Endangered Species, and Cultural Resources.

Task 1: Wetlands Delineation and Documentation and Letter Report

Task 1a: Delineation

Conducted consistent with the procedures specified in the United States Army Corps of Engineers (USACE), 1987 "Wetlands Research Program Technical Report Y-87-1" Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0) (November 2010), TLC will complete a wetland delineation of the 100-foot ROW for both the Moore Road alignment and 60-foot ROW for the approximately 3,700-foot drainage easement herein referred to project area to develop the required data necessary to complete a wetland delineation report, typically required by USACE Galveston District (SWG) or regulatory submissions.

Completion of Task 1a will include the following subtasks:

1. Perform a linear wetlands and Waters of the United States ("Waters") survey within a designated 100-foot ROW corridor for Moore Road the width being sufficient to accommodate the widest limits of the Moore Road alignment.
2. Sequentially number and place flags at the barrier between wetland and upland for each wetland and waterbody, including ditches, that intersect the ROW.
3. Digitally record, with Global Positioning System (GPS), the coordinates of each pin-flag.
4. Perform a second linear wetlands and Waters survey (per subtasks 1-3) for the proposed sixty-foot-wide (60') 3,700-foot drainage easement for the unnamed drainage channel.
5. Perform a third linear wetlands and Waters survey (per subtasks 1-3) necessary for the excavation and construction a stormwater detention pond.
6. As part of the development of required regulatory compliance documentation, acquire photographic evidence and other depictions of each wetland area and its corresponding upland area.
7. Map each wetland and supply maps to the County for engineering and design purposes.
8. Verify that outfalls and outfall structures do not impact aquatic resources.
9. Verify mean high water lines and tops of banks.
10. Prepare and provide a wetland delineation report for wetlands and other special aquatic sites identified within the project area. The report will:
 - a. Be in a format suitable for submission to the USACE and other regulatory agencies,
 - b. Include acreage and/or linear-foot estimates of areas meeting the definition of wetlands or other potential Waters based on the field investigation,

- c. Provide a detailed discussion of each wetland including the individual wetland indicators documented at each aquatic resource,
- d. Include maps detailing the delineated wetlands and data points, photos, and detailed descriptions of vegetation communities encountered, and
- e. Include USACE permitting recommendations (e.g., Nationwide Permit), based on the results of the wetland delineation and the nature of the proposed action.

Task 1b: Preparation and Submittal a Nationwide Permit (NWP) 14 Pre-construction Notification

TLC will prepare a complete permit package for submission to the SWG pursuant to the requirements under the NWP 14. As part of the permit package preparation TLC will assemble the appropriate forms and documentation per specification of the permit requirements including:

- 1. Pre-application meeting call-in with the USACE Galveston District.
- 2. Preparation of a Preliminary Jurisdictional Determination (PJD).
- 3. A complete Standard Form 4345 and attachments.
- 4. A discussion of the project including its purpose and need and the necessary requirements, equipment, and procedures that occur as part of normal operation of the installation.
- 5. Assistance with preparation of alignment sheets suitable for submission to USACE.
- 6. A discussion of the alternatives to the proposed alignment at the proposed location to include the no-build alternative alternate site alternative and the proposed alternative.
- 7. A discussion on the steps taken to avoid and minimize impacts to aquatic resources.
- 8. A discussion relative to compliance with the *Clean Water Act*, the *Endangered Species Act*, the *National Historic Preservation Act*, and other relevant requirement specified in the subtasks.
- 9. A mitigation plan that addresses how permanent and temporary impacts to aquatic resources arising from the proposed project will be mitigated.

Task 1c: Threatened and Endangered Species Habitat Assessment and Documentation

Completion of Task 1c will include the following subtasks:

- 1. TLC will review United States Fish and Wildlife Service (USFWS) Threatened and Endangered Species ("T&E Species") lists for Harris and Fort Bend counties along with the Texas Parks and Wildlife Department's (TPWD) Natural Diversity Dataset (NDD) to determine in any T&E species have the potential to occur within the project area.
- 2. Following this desktop review and in succession to the wetland and waters delineation, TLCas will conduct T&E Species assessment and provide the necessary documentation to support the submittal of a Pre-Construction Notification (PCN).

Task 2: Phase I Environmental Site Assessment (ESA)

TLC will conduct a Phase I Environmental Site Assessment (ESA) of the Affected Project Area (APE) to identify particular, potential, and/or suspected environmental impairment of the site, also known

as Recognized Environmental Conditions (RECs),¹ Controlled Recognized Environmental Conditions (CRECs), and Historical Recognized Environmental Conditions (HRECs), to identify any potential environmental impacts that may affect construction activities associated with the project and to partially satisfy one of the criteria for the Innocent Landowner Defense² within the *Comprehensive Environmental Response, Compensation, and Liability Act of 1980* (CERCLA), as amended. Task Two will include the following subtasks.

1. Regulatory Records Review

A Regulatory Records Review is a review of various agency databases, including listings of known or suspected contaminated sites, known landfill locations, known leaking underground storage tank (LUST) locations, and operations regulated under federal or state hazardous waste regulations. The review also includes pertinent TCEQ website information and Central Records files pertaining to adjacent properties identified in the database review, to identify any potential environmental impacts that may affect construction activities associated with the project.

2. Environmental Records Review

An Environmental Records Review is a review of technical and other evidence that may suggest the potential for contaminants at the site of migrating into the site. Such a review includes:

- a. Historical Aerial Photographs,
- b. Historical Topographic Maps,
- c. Geological Maps,
- d. Subsidence Maps,
- e. Aquifer Maps,
- f. Previous documented environmental site assessments and evaluations performed at the subject property/site, and
- g. Title documentation for evidence of environmental liens on the subject property/site.

3. Review of Local Government Records and Interviews

Local governments keep records on spills and other events that pose health risks to humans and the environments in which they occur, particularly during emergency events. Chiefs of Police and Fire departments keep separate reports that often provide additional details pertaining to contaminate spills and other events. All of these are requested, including brief interviews for additional data. Interviews with regulators and persons knowledgeable about known or potential environmental impacts at adjacent properties will also be undertaken where possible.

¹ Improperly closed Leaking Underground Storage Tanks (UST), former dry cleaner and/or car repair shops, greenhouses and orchards, printing facilities, and furniture making plants, etc.

² One of the criteria for qualifying for the Innocent Landowner Defense is to perform an "All Appropriate Inquiry" to establish that the owner neither knew of any RECs at the site, nor had any reason to suspect RECs at the site.

4. Site Reconnaissance

A site reconnaissance visit is conducted for the entire project area to provide verification of conditions and to locate indicators of soil and groundwater contaminants. Indicators include, but are not limited to:

- a. Storage, use and disposal of chemicals, hazardous materials, or hazardous waste at the subject property/site,
- b. Previous on-site activities, and
- c. Off-site sources and nearby properties.

5. Interviews with Adjacent Owners/Residents

Other than Adjacent Owner/Resident all of the data collected so far is publicly recorded data that is collected by an agency. Most adjacent owners/residents do not keep detailed records of events that occur incidentally. For example, a trash collection truck may have runoff from its load that is observed discharging into a ditch. Such runoff could have toxic and hazardous constituents. An individual could observe this but, for a multitude of reasons, not call it into the relevant agency.

6. Phase I ESA Report

A report is provided that identifies any and all potential concerns for contaminants in the project study area. The report will summarize the data, issue findings of the potential for hazardous contaminants, and provide a recommendation of whether additional analysis of the project area is warranted.

Task 3: Cultural Resources Due Diligence Desktop Review

A desktop review of the site is conducted to determine:

1. The likely presence or absence of Cultural Resources (i.e., Archaeological and Architecturally Significant Historical Structures, etc.) at the APE,
2. To achieve compliance with, among others, the *National Historic Preservation Act of 1966* (NHPA), as amended, the *Archaeological Resources Protection Act of 1979* (ARPA), as amended, the *Native American Graves Protection and Repatriation Act of 1990* (NAGPRA), as amended, and the *Antiquities Code of Texas* (Texas Natural Resource Code, Title 9, Chapter 191), and
3. To receive concurrence with findings by the Texas State Historical Preservation Officer (SHPO) under the Texas Historical Commission.

2.2 Secondary Services (Determined by the results of the primary services)

Costs and terms for these items will be negotiated separately, dependent on the findings of the primary services in their respective disciplines.

- Hazardous Materials Phase II ESA,
- Individual Permit (IP),

- A Biological Assessment (T&E Species Inventory or Call, etc.),
- Archaeological Pedestrian Survey.

3.0 COST AND SCHEDULE

3.1 Not-To-Exceed Cost

The not-to-exceed cost for the services is U.S. dollars sixty-six thousand, four hundred, sixteen dollars and no cents (**USD\$66,416.00**)

3.2 Cost Breakdown

Primary Services

Wetlands Delineation and Documentation and Letter Report	\$14,838
Pre-construction Notification and Nationwide Permit (NWP) 14	\$22,238
Threatened and Endangered Species Habitat Assessment and Documentation	\$4,813
Phase I Environmental Site Assessment (ESA)	\$23,277
Cultural Resources Due Diligence Desktop Review	\$1,250
Total	\$66,416

Secondary Services (As/If Needed)

Individual Permit (IP)	TBD
A Biological Assessment (T&E Species Inventory or Call, etc.)	TBD
Hazardous Materials Phase II ESA	TBD
Archaeological Pedestrian Survey	TBD
Total	TBD

3.3 Schedule for Work

Each task may be executed separately or together per the requirements of Fort Bend County. TLC anticipates that the services would be completed and delivered to Fort Bend County within thirty (30) to forty-five (45) days of a notice-to-proceed.

TLC will coordinate with Fort Bend County to ensure all right-of-entry permissions have been granted, and necessary entry protocols are understood.

3.3.1 Restrictions on Accuracy of Schedule

Although we do not anticipate any delays to the work and this schedule is reflective of the level of effort for projects of this nature, there are two variables that may affect the proposed schedule. First, State (if input is required) and County engineering services, and coordinating agencies, may require revisions which could delay the completion of deliverables. Second, the USACE must issue a NWP (if applicable) within forty-five (45) days of a permit application package being submitted, provided that no additional information is needed.

3.4 Secondary Services

Cost and scheduling for Secondary Services will be negotiated separately.

3.5 Validity of Pricing and Costs

Pricing and costs are valid for ninety (90) days from the date of this proposal.

3.6 Payment Terms

Payment terms are thirty (30) days after monthly billing.

3.7 Bases of Costs

This estimate is based on previous work of similar nature, scope, size, and project needs. It also assumes that the client has or will have legal access to the site and will arrange for TLC and/or its subcontractors to have safe and legal access to the site on the day(s) scheduled for the work.

This estimate is also based on the client's need for the project to be delivered on an expedited basis. Thus, TLC and its subcontractors must specially mobilize crews to complete this project and must make unusual efforts to meet the client's needs.

3.8 Scopes-of-Work and Costs Not Included in the Estimate

3.8.1 Scopes-of-Work Not Included

This Scope-of-Work (SOW) does not include the preparation of Texas Department of Transportation (TxDOT) environmental documentation including environmental assessments or categorical exclusions.

In the unlikely event it is required, this SOW does not include the preparation of a biological assessment to support U.S. Fish and Wildlife Service (USFWS) Section 7 or Section 10 Coordination. If the USFWS were to require a biological assessment for any specific species, this work would necessitate an additional SOW and authorization from Fort Bend County.

Further, this SOW does not include any additional consulting for cultural resources, such as pedestrian surveys or archaeological analysis.

It also does not include any type of consulting for hazardous materials, such as soil and groundwater sampling and testing or soil boring.

If any additional work is needed, including, but not limited to mitigation efforts of any kind, USFWS-required biological assessment for any specific species, or if any other agency, such as TxDOT, becomes involved, it will be scoped and priced separately on a per item basis.

3.8.2 Costs Not Included

The following costs are not included in this estimate and may be handled by a change order or separate negotiation.

- Costs caused by additional work resulting from the client's changes to scope or other parameters of the project,
- Costs caused by delays to, or lack of, legal access to the site due to the client's actions or inactions,

- Costs due to additional work required by an agency to justify the project.
- Costs due to any level of permitting.
- Unforeseen costs due to Force Majeure causes.

4.0 PROJECT DELIVERABLES

Project deliverables shall include two (2) copies of the following:

- Phase I Environmental Site Assessment Report,
- Wetlands Due Diligence Letter Report,
- Threatened and Endangered Species Letter Report,
- Cultural Resources Letter Report, and
- Standard Drawings, Maps, Notes, and Report(s).

5.0 TERMS AND CONDITIONS

This proposal represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, and/or agreements, either written or oral. Any amendments will be made in writing and signed by both parties.

We look forward to working with Fort Bend County and appreciate the opportunity to propose on the Moore Road expansion project. We are confident that we can meet the challenges ahead and stand ready to partner with you. We truly value every client and treat each project as if it is our own facility. Thank you for your consideration. You may indicate your approval of this estimate by counter-signing this document or by issuing a Notice-to-Proceed.

Sincerely,

TLC Engineering, Inc.



Tony L. Council, P.E.
President and CEO

Fort Bend County

Accepted by: _____ Printed Name: _____

Title: _____ Date: _____

c.c. Tim Kroeker, M.E.Des.; Environmental Services
File