

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES
W. SYCAMORE ROAD EXPANSION**

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.

W I T N E S S E T H

WHEREAS, County desires that Contractor provide environmental services for the W. Sycamore and Westenfeldt Road Projects, including Project Nos. 17121x, 17122x, 17123x and 17124x, under the 2017 Mobility Bond Projects (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor 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 the Scope of Services (attached hereto as Exhibit A).

Section 2. Personnel

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

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

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 seventy-nine thousand dollars and 00/100 (\$79,000.00). 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 seventy-nine thousand dollars and 00/100 (\$79,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seventy-nine thousand dollars and 00/100 (\$79,000.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2025. 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, 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.
1063 W 1400 N
Logan, Utah 84321

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, CONTRACTOR 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

BIO-WEST, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Edmund L. Oborny, Jr.
Authorized Agent – Printed Name

ATTEST:

President
Title

Laura Richard, County Clerk

June 21, 2021
Date

APPROVED:



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

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

EXHIBITS



June 17, 2021

Ike Akinwande, P.E.
Fort Bend County Engineering
301 Jackson Street; 4th Floor
Richmond, TX 77469

**RE: Scope of Services
Environmental Investigation and Section 404 Permitting
W. Sycamore Road Expansion
Fort Bend County, Texas**

Dear Mr. Akinwande:

BIO-WEST, Inc. (BIO-WEST) is providing an additional scope of work and cost estimate to the Fort Bend County Engineering Office (FBCENG) as it pertains to the W. Sycamore and Westenfeldt Road Projects. This additional scope is designed to provide environmental services on areas which may be impacted by the proposed expansion project. BIO-WEST is currently under contract to provide environmental services for multiple other road projects under the 2017 Fort Bend County Mobility Projects, the PO for those projects is 164490.

This additional scope of work is focused on an approximately 10 acre undeveloped area, previously not included within our scope of work or review. Based on discussions between FBCENG, Binkley-Barfield Engineers, and BIO-WEST on May 11, 2021 this previously uninvestigated area may be impacted by the proposed road expansion and subsequent drainage requirements.

BIO-WEST understands the primary objective of this scope of work is to include all potential environmental aspects of the project including appropriate field assessments, permitting, coordination, and potentially public involvement. For ease of understanding this proposal is divided into Scope of Work, Cost Estimate, Schedule, and Assumptions.

SCOPE OF WORK

To facilitate the understanding of the proposed services, the project has been divided into the tasks described below.

Task 1: Water of the U.S. Delineation – 10 acres

BIO-WEST proposes to evaluate the project site for the presence of potential jurisdictional waters of the U.S., including wetlands, and other waterbodies as defined in Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers & Harbors Act (RHA). Evaluations will be conducted through coordination with CobbFendley and Fort Bend County to identify the presence or absence of potentially jurisdictional waters of the U.S. at the project site as well as to provide guidance for avoidance of jurisdictional waters, where possible. Our methods will include:

1. Review of recent aerial photography and U.S. Geological Survey (USGS) 7.5-minute Topographic Quadrangle maps of the project site to evaluate the potential for waters of the U.S.
2. Review of Natural Resources Conservation Service (NRCS) soil survey maps and hydric soils lists for Harris County
3. Field reconnaissance of the project site for identification of wetlands and other water bodies

4. Use of a Trimble® Global Positioning System (GPS) device with sub-meter accuracy to mark each sampling location and the extent of any wetlands and waters of the U.S. within the proposed ROW boundaries per USACE Galveston District Standards

The delineation will identify and document the presence of waters of the U.S. within the proposed ROW and include a delineation of these resources as specified in the 1987 USACE Wetlands Delineation Manual (Manual), the 2010 Regional Supplement to the *USACE Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region – Version 2.0* (Supplement), Regulatory Guidance Letter 05-05 – OHWM Identification, and other applicable industry guidance and standards. This effort is not intended to act as a forensic or atypical delineation.

This scope of work proposes to identify and delineate aquatic features within the project site and provide geographic information system (GIS)-based data documenting those findings to CobbFendley and Fort Bend County. Data may include the following:

- A waters of the U.S. delineation map
- A USGS topographic map
- A Federal Emergency Management Agency (FEMA) map
- A National Wetland inventory (NWI) map
- An NRCS soils map
- Historical aerial photographs and topographic maps
- Project site photographs documenting site conditions

The findings derived from the delineation effort will document the presence (or absence) and location of Section 404 and Section 10 waters within the project site; this is a critical first step in the permitting process. If such resources are present, the delineation will provide details which can aid in (1) planning in support of avoidance and minimization efforts and (2) estimation and quantification of unavoidable project impacts as permitting below.

All findings would be preliminary and based on BIO-WEST's professional experience with similar projects under similar circumstances. Only the USACE can make the final jurisdictional determination of the project site. This determination will likely be made during any necessary permitting process in Task 5 below.

Task 2 Threatened and Endangered Species and Critical Habitat Assessment

BIO-WEST will assess the presence or absence of both state- and federally-listed threatened and endangered species and their critical habitat within the project site. Prior to fieldwork, BIO-WEST will review applicable listings from the United States Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD) to determine appropriate species lists and their respective terrestrial and/or aquatic habitat.

In conjunction with the fieldwork associated with Task 1, BIO-WEST will document existing habitats within the project site and perform a potential presence survey for listed species documented to occur in Fort Bend County, Texas.

Task 3 Cultural Resource Desktop, Limited Pedestrian Surveys, Antiquities Permit via THC

BIO-WEST will contract with a local and reputable archeological consultant to conduct a cultural resources survey of the project site in compliance with Section 106 of the National Historical Preservation Act (NHPA) and Texas Historical Commission (THC) standards. The survey will be supervised by a

Principal Investigator (PI) meeting the Secretary of the Interior's Professional Qualification Standards for Archeology.

Field investigations will consist of limited pedestrian surveys with shovel test excavations of high probability areas (HPAs). At this time, deep trenching is not expected to be required. Extant Historic-age structures will be photographed and mapped during the investigation, and a preliminary assessment of these will be made as well.

This task only proposes to identify and delineate existing cultural resources on the subject property, and represents the first step in any potential permitting process. Additional evaluations, although not initially required, may be necessary to determine if these sites are eligible under NRHP.

Task 4: Approved Jurisdictional Determination

BIO-WEST will compile data collected during the waters of the U.S. delineation and submit relevant data to the USACE Galveston District in order to request an approved jurisdictional determination (AJD) on the subject property. The goal of the AJD process would be to confirm BIO-WEST's current professional opinion that the waters of the U.S. on the subject property would be non-jurisdictional. If at any time FBCENG decides that pursuing the AJD is not appropriate, BIO-WEST will immediately contact the USACE and withdraw the request.

Task 5: USACE Permitting

BIO-WEST will initiate the project permitting process by first scheduling and performing all necessary field resource studies during Tasks 1, 2, and 3. BIO-WEST assumes that all survey permissions will be received prior to fieldwork to avoid schedule impacts. Permitting for this project can include, but is not limited to, the one each of the following permits.

If unavoidable impacts are greater than 0.50 acres of waters of the U.S. BIO-WEST will submit a Standard Individual Permit to the USACE. In order to submit a complete standard permit application to the USACE specific project details including 30% construction and engineering drawings will be required to be shared with BIO-WEST. BIO WEST will work with the preferred engineer to acquire Project design drawings and supporting documentation.

BIO-WEST will utilize ENG Form 4345 for the permit application and attach the following:

- Applicant and Applicant's Agent Name and Contact Information
- Project Description (nature of the activity, project purpose, reason(s) for discharge, type(s) of material being discharged, surface area of wetlands or other waters, a description of avoidance, minimization, and compensation, and addresses of adjoining property owners)
- Project Location Information
- Description of Proposed Impacts
- TCEQ Tier II Questionnaire
- Threatened and Endangered Species Determination
- Cultural Resource Assessment

To address and calculate project impacts the wetland delineation information and the project plans from the engineer will be prepared. Additionally, the iHGM functional assessment will be prepared and included to identify the values of the existing features. Once the permit application is completed, BIO-WEST will forward an electronic copy of the application for review and comment. Following incorporation of comments, BIO-WEST will submit the completed application to the USACE Galveston

District for review. Based on previous conversations with the client, BIO-WEST understands the need to secure appropriate compensatory mitigation for the proposed project. Upon determination that impacts to jurisdictional areas are unavoidable and will require mitigation BIO-WEST will immediately begin discussions with qualified mitigation solution companies in order to seek out mitigation credits. BIO-WEST will work in order to secure the appropriate mitigation option that best suites the needs of the proposed project.

Note: This scope of services does not include the purchase of compensatory mitigation credits for wetland and/or stream impacts.

COST ESTIMATE

BIO-WEST estimates the total costs as described below. BIO-WEST proposes all tasks associates with this project to be conducted and billed on a time and materials basis by the tasks identified below as authorized.

Table 1: Cost Breakdown by Task

Task	Cost
Task 1: Water of the U.S. Delineation	\$2,500.00
Task 2: T&E Species and Critical Habitat Assessment	\$500.00
Task 3: Cultural Resource Terrestrial Survey	\$15,500.00
Task 4: AJD	\$500.00
Task 5: USACE Permitting and Management	\$60,000.00

For project budgeting purposes, BIO-WEST will bill FBCENG under the 2021 BIO-WEST Hourly Rates as attached.

SCHEDULE

BIO-WEST proposes the following schedule to complete this scope of work:

Task	Days
Baseline Assessment (Tasks 1, 2, and 3 concurrent)	30
AJD	+10
USACE Permitting (submission to USACE)	+60

Work schedules are estimated within their own timeframe. I.e. 30 days for the baseline assessments to be completed, means that 30 days after written notice to proceed and executed contracts have been issued those reports will be ready.

While BIO-WEST cannot guarantee approval of any permit application, BIO-WEST will utilize its best professional judgment and the standard and care utilized by similar companies completing similar work. Although most permitting processes have decision timelines based on legal requirements, the project permitting schedule can be based on the following influences that are outside BIO-WEST's control:

- Manpower and workload allocation at the various agencies
- Morale, leadership changes, or employee retention at the various agencies
- Force Majeure or other Acts of God

ASSUMPTIONS

This proposal was completed under the following assumptions:

- BIO-WEST will be provided project site boundaries, including maximum proposed right-of-way for boundaries.
- Project site access will be provided during normal business hours
- Only one weather related delay day is assumed.
- If the findings of this assessment and permitting effort indicate the need for further study beyond the scope of work specifically enumerated herein, BIO-WEST will notify Fort Bend County of the conditions of concern and recommendations for revised services, and additional costs and request a change order.
- The proposed budget is inclusive of professional labor, expenses, materials, contractors, and reporting necessary to complete the proposed scope of services.
- Task 2 does not include species-specific surveys.
- Task 3 only includes a visual examination of the property, photo-documentation, and a pedestrian survey by shovel testing.
- Historic structure or historic architecture investigation is not included under this scope of work.
- Under the provisions of the Texas Antiquities Code, all documents, forms, and photographs associated with Task 3 will require curation. Costs beyond those outlined in this proposal will be determined separately upon completion of the project.
- Additional evaluations, although not initially required, may be necessary to determine if these sites are eligible under National Register of Historical Properties (NRHP). These evaluations are not included in this scope of work.
- This scope of work assumes that deep testing will not be necessary.
- The scope of work outlined in this proposal includes the acquisition of a Texas Antiquities Permit for archeological surveys.

CONDITIONS OF ENGAGEMENT

This proposal may be accepted by issuing a change order for the existing work offer already in place between BIO-WEST and Fort Bend County, or by assigning a new contract to BIO-WEST. This scope and work and accompanying limitations shall constitute the exclusive services to be performed for this project. BIO-WEST'S terms are Net 30 days. This proposal is valid only if authorized within 60 days from the proposal date. Tasks are not required to be approved together and can be authorized in any order as you see appropriate.

BIO-WEST greatly appreciates the opportunity to provide this scope of services and cost estimate. If you have any questions or would like any additional information, please feel free to contact me at (832) 595-9064 or ABoswell@Bio-West.com.

Sincerely,

A handwritten signature in cursive script that reads "Andy Boswell".

Andy Boswell
Senior Project Manager & Senior Ecologist

Exhibit A

BIO-WEST, Inc.
1625 Cottonwood School Road
Rosenberg, TX 77041

2021 Billing Rates

Title	Rate
Principal	\$157.06
Senior Ecologist/Project Manager	\$132.63
Wetland Specialist	\$122.66
Environmental Specialist	\$110.69
Ecologist	\$84.67
GIS Specialist	\$84.67
Environmental Scientist	\$81.52
Accounting Clerk/Clerical	\$74.04
Technician	\$66.56

Reimbursable Expenses

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