

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 "Consultant"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Consultant provide environmental services for 2020 Mobility Bond Projects located countywide, (hereinafter "Services") pursuant to SOQ 14-025; and

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

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

#### AGREEMENT

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

Consultant shall render Services to County as defined in Consultant's proposal dated November 17, 2021, attached hereto as Exhibit A and incorporated herein for all purposes.

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

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

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

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

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred four thousand dollars and no/100 (\$304,000.00). 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 Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such 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 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of three hundred four thousand dollars and no/100 (\$304,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed three hundred four thousand dollars and no/100 (\$304,000.00).

#### **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, 2026. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

#### **Section 6. Modifications and Waivers**

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

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

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

### **Section 7. Termination**

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

7.2 Termination for Default

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

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

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

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

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

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

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

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

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

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

## **Section 10. Insurance**

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

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

10.1.5 Professional Liability insurance 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will

be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

**Section 11. Indemnity**

**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 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's

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

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

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

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

### **Section 13. Independent Consultant**

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

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

### **Section 14. Notices**

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

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

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

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

Consultant: Bio-West, Inc.  
1625 Cottonwood School Road  
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**

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

Consultant represents it shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care possessed.

**Section 17. Assignment**

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

17.2 Neither party may delegate any performance under this Agreement.

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

**Section 18. Applicable Law**

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

**Section 19. Successors and Assigns**

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

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

**Section 21. Severability**

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

**Section 22. Publicity**

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

**Section 23. Captions**

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

**Section 24. Conflict**

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

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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND 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.

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

  
County Judge KP George

KP George, County Judge

BIO-WEST, INC



Authorized Agent – Signature

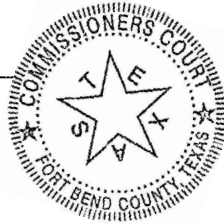
February 22, 2022

Date

ATTEST:



Laura Richard, County Clerk



Edmund L. Oborny, Jr.

Authorized Agent – Printed Name

President

Title

February 9, 2022

Date

APPROVED:

Digitally signed by J Stacy Slawinski

Date: 2022.02.15 16:56:49 -06'00'

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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 304,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

# EXHIBIT A



November 17, 2021

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

**Re: 2020 Fort Bend County Mobility Projects  
Environmental Services for the Proposed 2020 Fort Bend County Mobility Projects**

Dear Mr. Akinwande:

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 2020 Fort Bend County Mobility Projects.

## **PROJECT APPROACH**

### **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; either 13 or 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 3<sup>rd</sup> 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 2020 Mobility Projects.

**ESTIMATED COSTS**

The total costs shown below are based on providing environmental consulting for the following projects:

<b>Exhibit A - Cost Estimate</b>			
<b>Bio-West, Inc. - 2020 Fort Bend County Mobility Projects</b>			
<b>Proj #</b>	<b>Name</b>	<b>Environmental Fee</b>	<b>Additional Work (PCN or IP) Needed?</b>
20104	Benton Rd	\$9,000	No
20105	Rohan Rd	\$4,500	No
20107	Koeblen Rd Seg 1	\$4,500	No
20108	Benton Rd	\$9,000	Unknown
20110	Needville-Fairchilds	\$4,500	No
20111	Vacek Rd	\$4,500	No
20115	Koeblen Rd Seg 3	\$4,500	No
20116	Stella Rd	\$4,500	No
20118	Richmond St in Needville	\$9,000	Unknown
20121x	Humphrey Way Extension	\$11,000	Unknown
20122x	Evergreen Seg 1	\$9,000	Unknown
20123x	Evergreen Seg 2	\$9,000	Unknown
20203	Bates Lane	\$4,500	No
20205	Blueridge Road	\$11,000	No
20209	Watts Plantation Road	\$11,000	Unknown
20210	Watts Plantation Road	\$40,000	Unknown
20219x	FB Parkway SB Ramp at Hillcroft	\$11,000	Unknown
20304	Tamarron Crossing	\$4,500	No
20305	Wallis Street	\$9,000	Unknown - Potential Archeological
20306	Bowser Road	\$11,000	Unknown
20318x	Pct. 3 Library Access Road	\$6,500	Unknown
20405	Lexington Blvd	\$4,500	Unknown
20406	Cartwright Road	\$4,500	Unknown
20408	McKaskle Road	\$4,500	Unknown
20410	Bullhead Slough	\$9,000	Unknown
20421	John Sharp Drive	\$55,000	Unknown
		<b>\$269,000</b>	<b>(Subtotal)</b>
		<b>\$15,000</b>	<b>(Contingency &amp; Management Fee)</b>
		<b>\$20,000</b>	<b>(On-Call Env. Support)</b>
		<b>\$304,000</b>	<b>Grand Total</b>

If projects are not included above but Fort Bend County requires environmental documentation on them, BIO-WEST will review the project(s) and provide individual costs associated with environmental compliance.

Task 1 – Environmental Fee (Time and Materials – NTE).....\$269,000.00  
 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

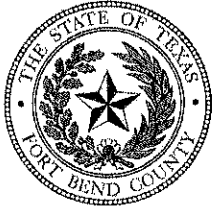
**GRAND TOTAL                    \$304,000.00**

BIO-WEST greatly appreciates this opportunity to assist Fort Bend County Engineering with the 2020 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,

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

Andy Boswell  
Senior Project Manager  
BIO-WEST, Inc.



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## MEMORANDUM

February 9, 2022

**TO: Members of the Commissioners Court**

**RE: Agreement  
Bio-West, Inc.  
Environmental Services : 2020 Mobility**

The total cost of the Agreement is \$304,000. Funding in the amount of \$318,500 will be transferred from the following projects:

<b>Project No.</b>	<b>Project Name</b>	<b>Amount</b>
13207	Lake Olympia Seg. 1	\$20,000
17116	Williams School at FM 360	\$40,000
17308	Cane Island Parkway	\$25,000
20104	Benton Road	\$9,000
20105	Rohan Road	\$4,500
20107	Koeblen Rd Seg. 1	\$4,500
20108	Benton Road	\$9,000
20110	Needville-Fairchilds	\$4,500
20111	Vacek Road	\$4,500
20115	Koeblen Road Seg. 3	\$4,500
20116	Stella Road	\$4,500
20118	Richmond Street (in Needville)	\$9,000

20121x	Humphrey Way Extension	\$11,000
20203	Bates Lane	\$4,500
20205	Blueridge Road	\$11,000
20209	Watts Plantation Road	\$51,000
20304	Tamarron Crossing	\$4,500
20305	Wallis Street	\$9,000
20306	Bowser Road	\$11,000
20405	Lexington Boulevard	\$4,500
20406	Cartwright Road	\$4,500
20408	McKaskle Road	\$4,500
20410	Bullhead Slough	\$9,000
20421	John Sharp Drive	\$55,000

**Total      \$318,500**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2022-848656

**Date Filed:**  
 02/09/2022

**Date Acknowledged:**  
 02/22/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 BIO-WEST, Inc.  
 Rosenberg, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 SOQ-14-025  
 Environmental Consulting Services

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

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

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)