

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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is four hundred fifty thousand dollars and no/100 (\$450,000.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized in writing 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. Prior to the initiation of Services to be provided under this Agreement, County shall provide to Consultant information regarding the acceptable form of invoice, information required to be included thereon, and additional documents that may be necessary to be submitted. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment of only disputed amounts 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 four hundred fifty thousand dollars and no/100 (\$450,000.00) specifically allocated to fully discharge any and all liabilities County may incur related to Services provided by Consultant pursuant to this Agreement.

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 for Services rendered pursuant to this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed four hundred fifty thousand dollars and no/100 (\$450,000.00).

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 eighteen (18) months thereafter.

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. In the event of a delay that is caused by the circumstance outside the reasonable control of the Consultant, Consultant shall request an extension of time commensurate with the period of said delay and County shall not unreasonably withhold approval therefor.

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 seven (7) calendar days 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 and receipt of payment by Consultant of all undisputed sums due from the County, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed upon receipt of payment as set forth above. 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 related to the Project made the basis of this Agreement for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

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

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

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

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

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

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

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

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

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

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

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

Section 13. Independent Consultant

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

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

Section 14. Notices

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

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

County:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Consultant:	BGE, Inc. 10777 Westheimer, Suite 400 Houston, Texas 77042

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

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

Section 16. Standard of Care

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

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

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. Federal Law Requirements for Contracts under 2 C.F.R. Appendix II to Part 200

Consultant understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Consultant represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Consultant shall require that these clauses shall be included in each covered transaction at any tier.

26.1 Remedies and Breach. Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

26.2 Termination. All contracts in excess of \$10,000 must address termination for cause and for convenience by the Consultant including the manner by which it will be effected and the basis for settlement.

26.3 Equal Employment Opportunity. The following clause applies only for contracts involving "federally assisted construction work. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e:

26.3.1 The Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project;

26.3.2 The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and

26.3.3 The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

26.4 Davis-Bacon Act. The following clause applies only for prime construction contracts of \$2,000 or more. As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

26.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

25.5.1 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

25.5.2 Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

25.5.3 Consultant shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

26.6 Rights to Inventions under a Contract or Agreement. The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright. Consultant acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Consultant will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.

26.7 Clean Air. The following clause applies only for contracts of \$150,000 or more.

26.7.1 The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.;

26.7.2 The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office;

26.7.3 The Consultant agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office; and

26.7.4 The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

26.8 Clean Water. The following clause applies only for contracts of \$150,000 or more.

26.8.1 The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.;

26.8.2 The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office;

26.8.3 The Consultant agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office; and

26.8.4 The Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

26.9 Government-wide Debarment and Suspension. The following clause applies only for contracts of \$25,000 or more.

26.9.1 The Consultant shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

26.9.2 The certification, included at Attachment A to RFQ 22-062 is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

26.9.3 Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.10 Byrd Anti-Lobbying Amendment. The following clause applies only for contracts of \$100,000 or more. Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" and included as Attachment B to RFQ 22-062. Consultant certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

26.11 Procurement of Recovered Materials. The Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section

6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

26.12 Prohibited Telecommunications and Video Surveillance Services and Equipment. Consultant understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities). Consultant, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), (i) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) telecommunications or video surveillance services provided by such entities or using such equipment; (iii) or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

26.13 Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Consultant shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26.14 Affirmative Steps. Contracts funded in whole or in part by federal funding are subject to the requirement to solicit minority businesses, women’s business enterprises, and labor area surplus firms are used when possible, located at 2 C.F.R. § 200.321. The list of Labor surplus firms are provided at the Department of Labor’s website at

<https://doleta.gov/programs/lisa.cfm>. Regulation 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

26.14.1 Solicitation Lists. The Consultant must place small and minority businesses and women’s business enterprises on solicitation lists.

26.14.2 Solicitations. The Consultant must assure that it solicits small and minority businesses and women’s business enterprises whenever they are potential sources.

26.14.3 Dividing Requirements. The Consultant must divide total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises.

26.14.4 Delivery Schedules. The Consultant must establish delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women’s business enterprises.

26.14.5 Obtaining Assistance. The Consultant must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Section 27. 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.

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

BGE, INC



Authorized Agent – Signature


August 23, 2022
Date



Matthew L. Froehlich, PE
Authorized Agent – Printed Name

ATTEST:

Director
Title



Laura Richard, County Clerk

August 9, 2022
Date

APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 450,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



May 6, 2022

Mr. Ike Akinwande, SE, PE, MLSE
Assistant County Engineer
Fort Bend County Engineering Department
301 Jackson St., 4th Floor
Richmond, Texas 77469

Re: Proposal for Engineering Services for West Fort Bend Water Authority Study for Fort Bend County

Dear Mr. Akinwande:

We are pleased to submit our proposal to perform engineering services in connection with engineering studies for West Fort Bend Water Authority (WFBWA). It is anticipated that the upcoming Fort Bend Subsidence District (FBSD) Regulatory Plan Update will enact new alternative water requirements for the WFBWA region, and a master plan will be essential to meeting these needs in a timely manner.

This proposal includes implementation of three phases necessary to evaluate water supply needs and develop a master plan for the WFBWA:

1. Develop Population and Water Demand Projections
2. Identify and Analyze Currently Available Water Supplies
3. Alternative Analysis of Identified Water Supplies

Scope of Services

Please see Exhibit A for a detailed description of the Scope of Services by phase.

Schedule

The anticipated schedule to complete the services included in this proposal is 540 calendar days from the effective date of the Notice to Proceed, with each phase taking approximately 180 calendar days to complete.

Deliverables

Project deliverables are outlined in Exhibit A – Scope of Services.

Professional Fees

We propose to provide the services outlined in the Scope of Services on a lump sum basis for a total fee of \$450,000 and as broken out into phases as detailed in the below table.

Phase	Lump Sum Total
1. Develop Population and Water Demand Projections	\$135,000
2. Identify and Analyze Currently Available Water Supplies	\$150,000
3. Alternative Analysis of Identified Water Supplies	\$165,000
Project Total	\$450,000

Please see Exhibit B for a detailed level of effort for each phase.

I will serve as project manager for this project and will be assisted by Julia Frankovich, PE. If this proposal meets your approval, please sign and return a copy for our files. If you have any questions or need additional information, please contact me at 713-488-8284 or mlfroehlich@bgeinc.com. Thank you again for selecting BGE, Inc. and for the opportunity to submit this proposal.

Sincerely,



Matthew L. Froehlich, PE
Director, Public Works
Associate

Enclosures

Exhibit A
Scope of Services



SCOPE OF SERVICES

West Fort Bend Water Authority Study

1. DEVELOP POPULATION & WATER DEMAND PROJECTIONS

- A. Summarize existing study information.
 - 1) Review existing studies and other information and compile population and water use data.
 - 1. Fort Bend Subsidence District (FBSD)
 - 2. Fort Bend County
 - 3. Cities located within the boundaries of the West Fort Bend Water Authority (WFBWA)
 - 4. Municipal Utility Districts (MUDs)
 - 5. Texas Water Development Board (TWDB)
 - 6. Region H Planning Group
 - 7. North Fort Bend Water Authority (NFBWA)
 - 8. Others (if applicable)
- B. Develop population projections.
 - 1) Evaluate increasing population trends due to impact of the COVID-19 public health emergency on demand of housing in the WFBWA area.
 - 2) Investigate potential sources of population projections and projection methodologies including:
 - 1. Fort Bend Subsidence District (FBSD)
 - 2. Fort Bend County Appraisal District
 - 3. UH Center for Public Policy
 - 4. Municipal Information Services (MIS)
 - 5. Houston-Galveston Area Council (HGAC)
 - 6. American METRO/STUDY Corporation
 - 7. Texas Demographic Center
 - 8. Texas Water Development Board (TWDB)
 - 9. School Districts
 - 10. Fort Bend County
 - 11. Others (if applicable)

SCOPE OF SERVICES

West Fort Bend Water Authority Study

- 3) Evaluate sources of information to determine:
 1. Whether the data and forecast are for the entire county, incorporated areas (towns & cities), groups of census tracts (analysis zones), individual census tracts, or smaller areas.
 2. The length of the forecast.
 3. Whether the forecast includes subsets of population for example, single-family and multi-family populations, and/or a forecast of employment in addition to population.
 - 4) Update population projections to include data from 2020 US Census and carry them through the year 2070.
- C. Analyze water use information.
- 1) Evaluate change in water demand trends from the COVID-19 public health emergency due to transition of many businesses to full-time and part-time remote work.
 - 2) Review water use data for MUDs and municipalities within Fort Bend County to determine water use rates.
 - 3) Calculate the percentage of development currently occurring.
- D. Define future use projections.
- 1) Determine areas of projected development to establish where and when the future demands will occur based on available information.
 - 2) Update future demands based on previously developed water use rates and revised population projections.
 - 3) Estimate anticipated maximum water demands, including potential for future impacts of COVID-19 public health emergency or other future pandemics.
- E. Provide a report summarizing the results of the study.
- 1) Submit electronic *DRAFT* Population & Water Demand Projections Study to Fort Bend County.
 - 2) Present results to Fort Bend County and WFBWA's Board. Address comments from Fort Bend County and WFBWA, revise into a final plan report, and submit the *FINAL* Population & Water Demand Projections Study to Fort Bend County.
 - 3) Submit to Fort Bend County:
 1. Electronic files of the final report including exhibits, tables, appendices, and references. In addition, provide any other pertinent project files needed for project preparation or future coordination. All electronic files need to be in a file format acceptable to Fort Bend County.
 2. Ten (10) hard copies of the final report.

SCOPE OF SERVICES

West Fort Bend Water Authority Study

2. IDENTIFY & ANALYZE CURRENTLY AVAILABLE WATER SUPPLIES

A. Identify available water supplies.

1) Groundwater:

1. Meet with and review data developed for Fort Bend Subsidence District as part of the ongoing Joint Regulatory Plan Review.
2. Review assumptions made by Region H study.
3. Meet with and review data developed by TWDB.

2) Surface Water:

1. Identify existing surface water contracts and/or uses within Fort Bend County from Region H data and discussions with NFBWA, BRA, GCWA, area municipalities, and TCEQ.
2. Determine current surface water supplies available to WFBWA.
3. Determine potential future surface water supplies available to WFBWA.

3) Reclaimed Water:

1. Identify existing reclaimed water facilities in the WFBWA.
2. Determine potential reclaimed water feasibility for developed and undeveloped area.

4) Other Water Supply Sources:

1. Review data developed for Fort Bend Subsidence District to determine if other viable water supplies exist.

B. Determine amount of available water for sale.

- 1) The amount of available water and the amount of water for sale will potentially be different. Those entities that have water may be willing to sell only a portion of their available water.

1. Contact the following entities to determine the amount of water available for purchase:

- a. Brazosport Water Authority
- b. Brazos River Authority
- c. Central Harris County Regional Water Authority
- d. City of Houston
- e. City of Missouri City
- f. City of Richmond
- g. City of Rosenberg
- h. Gulf Coast Water Authority
- i. North Fort Bend Water Authority
- j. Sugar Land
- k. West Harris County Regional Water Authority
- l. Other sources to be identified

SCOPE OF SERVICES

West Fort Bend Water Authority Study

2. Verify and locate existing take points.
 3. Determine total amount of water available based on sale feedback.
- 2) Summarize discussions for study report.
- C. Determine market rate for water.
- 1) Obtain information on water contracts in the Brazos River Basin and adjacent river basins, including the Colorado, San Jacinto and Trinity River Basins.
 - 2) Contact the parties involved in these sales to confirm the terms of the sales.
 - 3) Review all sales and develop a comparison of costs.
 - 4) Develop an opinion of existing market rate based on the comparison results.
- D. Determine future study needs.
- 1) Compare updated current and future water demands for WFBWA with currently available supplies.
 - 2) Determine water requirement increases from increasing population and shifting water demand trends caused by the COVID-19 public health emergency.
 - 3) Determine likely range of water usage needs as a result of the COVID-19 public health emergency or potential future pandemic and impacts of potential climate changes.
 - 4) Determine the time frame for the need of additional surface water supplies considering projected demands and available groundwater supplies.
 - 5) Identify future areas of detailed study to meet the WFBWA long term water supply needs, such as:
 1. Use of gray water for intensive water needs such as water amenities and/or golf course irrigation
 2. Legislative initiatives to provide authority for such reuse
 3. Participation in development of new surface water sources
 4. Development of desalination as a water supply alternative
 5. Analysis of economics of reuse
 6. Evaluation of the role of aquifer storage and recovery
 7. Other alternatives (if applicable)
- E. Prepare written plan report summarizing the results of the study.
- 1) Submit the *DRAFT* Currently Available Water Supplies Study to Fort Bend County.
 - 2) Present results to Fort Bend County and WFBWA's Board. Address comments from Fort Bend County and WFBWA, revise into a final plan report, and submit the *FINAL* Currently Available Water Supplies Study to Fort Bend County.
 - 3) Submit to Fort Bend County:
 1. Electronic files of the final report including exhibits, tables, appendices, and references. In addition, provide any other pertinent project files needed for project preparation or future coordination. All electronic files need to be in a file format acceptable to Fort Bend County.
 2. Ten (10) hard copies of the final report.

SCOPE OF SERVICES

West Fort Bend Water Authority Study

3. ALTERNATIVE ANALYSIS OF IDENTIFIED WATER SUPPLIES

The purpose of this study is to use the population and water demand projections and the available water supplies to develop treatment and/or transmission system alternatives for meeting the future needs of the Authority.

- A. Based on population and water demand projections develop a phased plan to meet future water demand.
 - 1) Evaluate likely required groundwater reduction mandates.
 - 2) Determine appropriate phasing timeframes to meet anticipated population growth.
- B. Based on currently available water supplies identify water supply points and locations.
 - 1) Evaluate existing water systems.
 - 2) Determine take point locations for existing water systems.
- C. Develop alternative treatment and transmission scenarios to meet future demand.
 - 1) Determine treatment facilities required based on identified currently available water supplies.
 - 2) Determine water transmission facilities required to transmit water from supply points to existing water systems.
 - 3) Determine water transmission facilities required to transmit water from supply points to future development.
 - 4) Evaluate treatment and transmission scenarios for ability to respond to changes in water demand trends caused by the COVID-19 public health emergency or other future pandemic and effects of climate change.
- D. Evaluate alternative treatment and transmission scenarios.
 - 1) Develop estimates of probable construction costs for alternatives.
 - 2) Develop operation & maintenance costs.
 - 3) Evaluate alternatives for flexibility to adapt to changing development patterns.
 - 4) Evaluate alternative for response to non-economic factors.
- E. Complete routing assessment for transmission facilities.
 - 1) Identify pipeline corridors, utility corridors, channels, and roadways.
 - 2) Determine routing alternatives for transmission facilities.
- F. Determine recommended alternative(s) for water supply to meet future demands.
 - 1) Assess each treatment alternative based on costs, operation and maintenance, flexibility, and response to non-economic factors using a decision matrix.
 - 2) Assess each transmission alternative based on costs, operation and maintenance, flexibility, and response to non-economic factors using a decision matrix.
 - 3) Determine best alternatives.
- G. Develop water transmission system model.
- H. Develop future facility plan and estimated costs.

SCOPE OF SERVICES

West Fort Bend Water Authority Study

- I. Prepare written plan report summarizing the results of the study.
 - 1) Submit the *DRAFT* Alternative Analysis Study to Fort Bend County.
 - 2) Present results to Fort Bend County and WFBWA's Board. Address comments from Fort Bend County and WFBWA, revise into a final plan report, and submit the *FINAL* Alternative Analysis Study to Fort Bend County.
 - 3) Submit to Fort Bend County:
 1. Electronic files of the final report including exhibits, tables, appendices, and references. In addition, provide any other pertinent project files needed for project preparation or future coordination. All electronic files need to be in a file format acceptable to Fort Bend County.
 2. Ten (10) hard copies of the final report.

Exhibit B
Level of Effort

Professional Services Level of Effort
 Client: Fort Bend County
 Project: West Fort Bend Water Authority Study
 Date: May 6, 2022



Task	Role Title Cost Rate Bill Rate	Supr. Dir I \$68 \$221	Supr. Dir II \$72 \$234	PM PM II \$48 \$156	EIT Eng III \$37 \$120	GIS Tech GIS Tech \$30 \$98	CAD CAD Tech \$30 \$98	Admin Admin \$20 \$65	Total Hours	Total \$	Expenses \$	Fees and Expenses \$
A. Summarize Existing Study Information												
01	Review existing studies and other information, and compile population and water use data.								0	\$ -		
	Fort Bend Subsidence District	2		4	8				14	\$ 2,028		
	Cities Located within the Boundary of the WFBWA			4	12				16	\$ 2,067		
	MUDs			4	12				16	\$ 2,067		
	Texas Water Development Board (TWDB)			4	8				12	\$ 1,586		
	Region H Planning Group			4	8				12	\$ 1,586		
	North Fort Bend Water Authority			1	2				3	\$ 397		
	Others (if applicable)								0	\$ -		
	Sub Total (hours)	2	0	21	50	0	0	0	73	\$ 9,731	\$ -	\$ 9,731
	Sub Total (\$)	\$ 442	\$ -	\$ 3,276	\$ 6,013	\$ -	\$ -	\$ -	73	\$ 9,731	\$ -	\$ 9,731
B. Develop Population Projections												
01	Investigate potential sources of population projections and projection methodologies	2	1	12					15	\$ 2,548		
02	Evaluate sources of information			24	40				64	\$ 8,554		
03	Third-Party Population Expert								0	\$ -	\$ 35,000	
	Sub Total (hours)	2	1	36	40	0	0	0	79	\$ 11,102	\$ 35,000	\$ 46,102
	Sub Total (\$)	\$ 442	\$ 234	\$ 5,616	\$ 4,810	\$ -	\$ -	\$ -	79	\$ 11,102	\$ 315.3%	
C. Analyze Water Use Information												
01	Review water use data for MUDs and municipalities within Fort Bend County to determine water use rates	2		12	40				54	\$ 7,124		
02	Calculation the percentage of development currently occurring			8	24	40			72	\$ 8,034		
	Sub Total (hours)	2	0	20	64	40	0	0	126	\$ 15,158	\$ -	\$ 15,158
	Sub Total (\$)	\$ 442	\$ -	\$ 3,120	\$ 7,696	\$ 3,900	\$ -	\$ -	126	\$ 15,158	\$ 0.0%	
D. Define Future Use Projections												
01	Determine areas of projected development to establish where and when the future demands will occur								0	\$ -		
02	Update future demands based on previously developed water use rates and revised population projections	4	2	24	60	12			102	\$ 13,481		
03	Estimate anticipated maximum water demands	1		4	12				17	\$ 2,288		
	Sub Total (hours)	5	2	28	72	12	0	0	119	\$ 15,769	\$ -	\$ 15,769
	Sub Total (\$)	\$ 1,105	\$ 468	\$ 4,368	\$ 8,658	\$ 1,170	\$ -	\$ -	102	\$ 15,769	\$ 0.0%	
E. Prepare a Report Summarizing the Results of the Study												
01	Submit DRAFT Population & Water Demand Projections Study to WFBWA.								0	\$ -		
	Prepare draft report	12	4	30	48				94	\$ 14,040		
	Prepare exhibits					32	12	12	56	\$ 5,070		
	Prepare tables / addendums			8	12				20	\$ 2,691		
02	Present results at a meeting of the WFBWA's Board. Address comments from WFBWA, revise into a final plan report, and submit FINAL Population & Water Demand Projections Study to the WFBWA								0	\$ -		
	Prepare presentation	4	2	4	8	2		4	24	\$ 3,393		
	Presentation	2	2	2				4	10	\$ 1,482		
	Compile Board comments	1		1	2				4	\$ 618		
	Address Comments	8		8	24				40	\$ 5,902		
	Prepare final report	4	1	8	24	12	12	12	73	\$ 8,372		
03	Submit electronic and paper copies			1	4			12	17	\$ 1,417		
	Sub Total (hours)	31	9	62	122	46	24	44	338	\$ 42,985	\$ -	\$ 42,985
	Sub Total (\$)	\$ 6,851	\$ 2,106	\$ 9,672	\$ 14,671	\$ 4,485	\$ 2,340	\$ 2,860	170	\$ 42,985	\$ 0.0%	
F. Project Management												
01	Project management	24							24	\$ 5,304		
	Sub Total (hours)	24	0	0	0	0	0	0	24	\$ 5,304	\$ -	\$ 5,304
	Sub Total (\$)	\$ 5,304	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	98	\$ 5,304	\$ 0.0%	
	Project Total (hours)	66	12	167	348	98	24	44	759	\$ 100,048	\$ 35,000	\$ 135,048
	Project Total (\$)	\$ 14,586	\$ 2,808	\$ 26,052	\$ 41,847	\$ 9,555	\$ 2,340	\$ 2,860		\$ 100,048		

Professional Services Level of Effort

Client: Fort Bend County
Project: West Fort Bend Water Authority Study
Date: May 6, 2022



Task	Role Title	Supr. Dir II	Supr. Dir I	PM II	EIT Eng III	GIS Tech	CAD CAD Tech	Admin Admin	Total Hours	Total \$	Expenses \$	Fees and Expenses \$
Cost Rate	Bill Rate	\$72	\$68	\$48	\$37	\$30	\$30	\$20				
		\$234	\$221	\$156	\$120	\$98	\$98	\$65				
A. Identify available water supplies												
01	Groundwater								0	\$ -		
	1. Meet with and review data developed for Fort Bend Subsidence District as part of the ongoing Joint Regulatory Plan Review		4	8	16				28	\$ 4,056		
	2. Review assumptions made by Region H study.		2	4	4				10	\$ 1,547		
	3. Meet with and review data developed by TWDB.		2	4	8				14	\$ 2,028		
02	Surface Water								0	\$ -		
	1. Identify existing surface water contracts and/or uses within Fort Bend County from Region H data and discussions with NFBWA, BRA, GCWA, area municipalities, and TCEQ.	2	12	8	4				26	\$ 4,849		
	2. Determine current surface water supplies available to WFBWA.	2	12	12	20				46	\$ 7,397		
	3. Determine potential future surface water supplies available to WFBWA.	2	12	12	20				46	\$ 7,397		
03	Reclaimed Water								0	\$ -		
	1. Identify existing reclaimed water facilities in the WFBWA.		2	8	16				26	\$ 3,614		
	2. Determine potential reclaimed water feasibility for developed and undeveloped area.		2	8	16				26	\$ 3,614		
04	Other Water Supply Sources								0	\$ -		
	1. Review data developed for Fort Bend Subsidence District to determine if other viable water supplies exist.		4	4	4				12	\$ 1,989		
	Sub Total (hours)	6	52	68	108	0	0	0	234	\$ 36,491	\$ -	\$ 36,491
	Sub Total (\$)	\$ 1,404	\$ 11,492	\$ 10,608	\$ 12,987	\$ -	\$ -	\$ -	234	\$ 36,491	0.0%	
B. Determine amount of available water for sale.												
01	Determine water available.								0	\$ -		
	Contact entities to determine amount of water available for purchase (12 listed)	4	12	12	20				48	\$ 7,865		
	Verify and locate existing take points		12	12	20				44	\$ 6,929		
	Determine total amount of water available based on sale feedback		4	4	12				20	\$ 2,951		
02	Summarize discussions for WFBWA		4	4	2				10	\$ 1,749		
	Sub Total (hours)	4	32	32	54	0	0	0	122	\$ 19,494	\$ -	\$ 19,494
	Sub Total (\$)	\$ 936	\$ 7,072	\$ 4,992	\$ 6,494	\$ -	\$ -	\$ -	122	\$ 19,494	0.0%	
C. Determine future study needs.												
01	Obtain information on water contracts in the Brazos River Basin and adjacent river basins, including the Colorado, San Jacinto and Trinity River Basins.		2	4	8				14	\$ 2,028		
02	Contact all parties involved in these sales to confirm the terms of the sales.		20	20	24				64	\$ 10,426		
03	Review all sales and develop a comparison of cost.		2	8	16				26	\$ 3,614		
04	Develop an opinion of existing market rate based on the comparison results.		12	12	24				48	\$ 7,410		
	Sub Total (hours)	0	36	44	72	0	0	0	152	\$ 23,478	\$ -	\$ 23,478
	Sub Total (\$)	\$ -	\$ 7,956	\$ 6,864	\$ 8,658	\$ -	\$ -	\$ -	152	\$ 23,478	0.0%	
D. Determine future study needs.												
01	Compare updated current and future water demands for WFBWA with currently available supplies.		4	8	12				24	\$ 3,575		
02	Determine water requirement increases from increasing population and shifting water demand trends caused by the COVID-19 public health emergency.		4	8	12				24	\$ 3,575		
03	Determine likely range of water usage needs as a result of the COVID-19 public health emergency or potential future pandemic and impacts of potential climate changes		4	8	12				24	\$ 3,575		
04	Determine the time frame for the need of additional surface water supplies considering projected demands and available groundwater supplies.	4	8	8	12				32	\$ 5,395		
05	Identify future areas of detailed study to meet the WFBWA long term water supply needs.		10	10	16				36	\$ 5,694		
	Sub Total (hours)	4	30	42	64	0	0	0	140	\$ 21,814	\$ -	\$ 21,814
	Sub Total (\$)	\$ 936	\$ 6,630	\$ 6,552	\$ 7,696	\$ -	\$ -	\$ -	140	\$ 21,814	0.0%	
E. Prepare written plan/report summarizing the results of the study.												
01	Submit the DRAFT Currently Available Water Supplies Study to WFBWA.								0	\$ -		
	Prepare draft report	4	10	10	24				48	\$ 7,592		
	Prepare exhibits				32	12	12		56	\$ 5,070		
	Prepare tables / addendums			2	8				10	\$ 1,274		
02	Present results at a meeting of the WFBWA's Board. Address comments from WFBWA, revised into a final plan report, and submit the FINAL Currently Available Water Supplies Study to the WFBWA.								0	\$ -		
	Prepare presentation	2	4	4	8	2		4	24	\$ 3,393		
	Presentation	2	2	4				4	12	\$ 1,794		
	Compile Board comments			1	2				3	\$ 397		
	Address Comments		8	8	8	4	4	4	36	\$ 5,018		
	Prepare final report		4	4	8	8	8	8	40	\$ 4,550		
03	Submit to the WFBWA: 1. Electronic files. 2. 10 hard copies of the final report.			1	4			12	17	\$ 1,417		
	Sub Total (hours)	8	28	34	62	46	24	44	246	\$ 30,505	\$ -	\$ 30,505
	Sub Total (\$)	\$ 1,872	\$ 6,188	\$ 5,304	\$ 7,456	\$ 4,485	\$ 2,340	\$ 2,860	114	\$ 30,505	0.0%	
F. Project Management												
01	Project management		48	48					96	\$ 18,096		
	Sub Total (hours)	0	48	48	0	0	0	0	96	\$ 18,096	\$ -	\$ 18,096
	Sub Total (\$)	\$ -	\$ 10,608	\$ 7,488	\$ -	\$ -	\$ -	\$ -	96	\$ 18,096	0.0%	
	Project Total (hours)	22	226	268	360	46	24	44	990	\$ 149,877	\$ -	\$ 149,877
	Project Total (\$)	\$ 5,148	\$ 49,946	\$ 41,808	\$ 43,290	\$ 4,485	\$ 2,340	\$ 2,860		\$ 149,877		

Professional Services Level of Effort
 Client: Fort Bend County
 Project: West Fort Bend Water Authority Study
 Date: May 6, 2022



Task	Role Title	Supr. Dir II	Supr. Dir I	Model Sr PM I	PM II	EIT Eng III	GIS Tech	CAD CAD Tech	Admin Admin	Total Hours	Total \$	Expenses \$	Fees and Expenses \$
Cost Rate	Bill Rate	\$72	\$68	\$54	\$48	\$37	\$30	\$30	\$20				
		\$234	\$221	\$176	\$156	\$120	\$98	\$98	\$65				
A. Based on population and water demand projections, develop a phased plan to meet future water demand.													
01	Evaluate likely required groundwater reduction mandates.	1	2	2	2					7	\$ 1,339		
02	Determine appropriate phasing timeframes to meet anticipated population growth.	1	2	2	2					7	\$ 1,339		
	Sub Total (hours)	2	4	4	4	0	0	0	0	14	\$ 2,678	\$ -	\$ 2,678
	Sub Total (\$)	\$ 468	\$ 884	\$ 702	\$ 624	\$ -	\$ -	\$ -	\$ -	14	\$ 2,678	\$ -	\$ 2,678
B. Based on currently available water supplies, identify water supply points and locations.													
01	Evaluate existing water systems.					24				24	\$ 2,886		
02	Determine take point locations for existing water systems.		2	8	8	8				26	\$ 4,056		
	Sub Total (hours)	0	2	8	8	32	0	0	0	50	\$ 6,942	\$ -	\$ 6,942
	Sub Total (\$)	\$ -	\$ 442	\$ 1,404	\$ 1,248	\$ 3,848	\$ -	\$ -	\$ -	50	\$ 6,942	\$ -	\$ 6,942
C. Determine alternative treatment and transmission scenarios.													
01	Determine alternative treatment and transmission scenarios to meet future demand.		4		8	12				24	\$ 3,575		
02	Determine water transmission facilities required to transmit water from supply points to existing water systems.		12	6	8	24				50	\$ 7,839		
03	Determine water transmission facilities required to transmit water from supply points to future development.		4	8	12	12	24			60	\$ 7,943		
04	Evaluate treatment and transmission scenarios for ability to respond to changes in water demand trends caused by the COVID-19 public health emergency or other future pandemic and effects of climate change.				12	12				24	\$ 3,315		
	Sub Total (hours)	0	20	14	40	60	24	0	0	158	\$ 22,672	\$ -	\$ 22,672
	Sub Total (\$)	\$ -	\$ 4,420	\$ 2,457	\$ 6,240	\$ 7,215	\$ 2,340	\$ -	\$ -	158	\$ 22,672	\$ -	\$ 22,672
D. Evaluate alternative treatment and transmission scenarios.													
01	Develop estimates of probable construction costs for alternatives.		12	12	24	40				88	\$ 13,312		
02	Develop operation & maintenance costs.		8		12	12				32	\$ 5,083		
03	Evaluate alternatives for flexibility to adapt to changing development patterns.		8		12	24				44	\$ 6,526		
04	Evaluate alternative for response to non-economic factors.		8		8	16				32	\$ 4,940		
	Sub Total (hours)	0	36	12	56	92	0	0	0	196	\$ 29,861	\$ -	\$ 29,861
	Sub Total (\$)	\$ -	\$ 7,956	\$ 2,106	\$ 8,736	\$ 11,063	\$ -	\$ -	\$ -	196	\$ 29,861	\$ -	\$ 29,861
E. Complete routing assessment for transmission facilities.													
01	Identify pipeline corridors, utility corridors, channels, and roadways.				4	8	24			36	\$ 3,926		
02	Determine routing alternatives for transmission facilities.		19	40	14	24				97	\$ 16,289		
	Sub Total (hours)	0	19	40	18	32	24	0	0	133	\$ 20,215	\$ -	\$ 20,215
	Sub Total (\$)	\$ -	\$ 4,199	\$ 7,020	\$ 2,808	\$ 3,848	\$ 2,340	\$ -	\$ -	133	\$ 20,215	\$ -	\$ 20,215
F. Determine recommended alternative(s) for water supply to meet future demands.													
01	Assess each treatment alternative based on costs, operation and maintenance, flexibility, and response to non-economic factors using a decision matrix.				4	8				12	\$ 1,586		
02	Assess each transmission alternative based on costs, operation and maintenance, flexibility, and response to non-economic factors using a decision matrix.				4	8				12	\$ 1,586		
03	Determine best alternatives.		12	8	8	8				36	\$ 6,266		
	Sub Total (hours)	0	12	8	16	24	0	0	0	60	\$ 9,438	\$ -	\$ 9,438
	Sub Total (\$)	\$ -	\$ 2,652	\$ 1,404	\$ 2,496	\$ 2,886	\$ -	\$ -	\$ -	60	\$ 9,438	\$ -	\$ 9,438
G. Develop water transmission system model.													
01	Develop water transmission system model.			80			12			92	\$ 15,210		
	Sub Total (hours)	0	0	80	0	0	12	0	0	92	\$ 15,210	\$ -	\$ 15,210
	Sub Total (\$)	\$ -	\$ -	\$ 14,040	\$ -	\$ -	\$ 1,170	\$ -	\$ -	92	\$ 15,210	\$ -	\$ 15,210
G. Develop future facility plan and estimated costs.													
01	Develop future facility plan and estimated costs.		24	4	4	4				36	\$ 7,111		
	Sub Total (hours)	0	24	4	4	4	0	0	0	36	\$ 7,111	\$ -	\$ 7,111
	Sub Total (\$)	\$ -	\$ 5,304	\$ 702	\$ 624	\$ 481	\$ -	\$ -	\$ -	36	\$ 7,111	\$ -	\$ 7,111
E. Prepare written plan report summarizing the results of the study.													
01	Submit the DRAFT Currently Available Water Supplies Study to WFBWA.									0	\$ -		
	Prepare draft report	4	10	10	10	40				74	\$ 11,271		
	Prepare exhibits						32	12	12	56	\$ 5,070		
	Prepare tables / addendums			4	4	10				18	\$ 2,529		
02	Present results at a meeting of the WFBWA's Board. Address comments from WFBWA, revised into a final plan report, and submit the FINAL Currently Available Water Supplies Study to the WFBWA.									0	\$ -		
	Prepare presentation	2	4	4	4	8	2		4	28	\$ 4,095		
	Presentation	2	2	2	2				4	12	\$ 1,833		
	Compile Board comments		1	1	1	2				5	\$ 793		
	Address Comments		8	8	8	24				48	\$ 7,306		
	Prepare final report	1	4	8	8	24	12	12	12	81	\$ 9,776		
03	Submit to the WFBWA: 1. Electronic files. 2. 10 hard copies of the final report.			1	1	4			12	18	\$ 1,593		
	Sub Total (hours)	9	29	38	38	112	46	24	44	340	\$ 44,265	\$ -	\$ 44,265
	Sub Total (\$)	\$ 2,106	\$ 6,409	\$ 6,669	\$ 5,928	\$ 13,468	\$ 4,485	\$ 2,340	\$ 2,860	340	\$ 44,265	\$ -	\$ 44,265
F. Project Management													
01	Project management		30							30	\$ 6,630		
	Sub Total (hours)	0	30	0	0	0	0	0	0	30	\$ 6,630	\$ -	\$ 6,630
	Sub Total (\$)	\$ -	\$ 6,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	30	\$ 6,630	\$ -	\$ 6,630
	Project Total (hours)	11	176	208	184	356	106	24	44	1109	\$ 83,187	\$ -	\$ 165,022
	Project Total (\$)	\$ 2,574	\$ 38,896	\$ 36,504	\$ 28,704	\$ 42,809	\$ 10,335	\$ 2,340	\$ 2,860		\$ 165,022	\$ -	\$ 165,022

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:
2022-920339

Date Filed:
08/09/2022

Date Acknowledged:
08/23/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BGE, Inc.
Houston, 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.
3288-01
West Fort Bend Water Authority Studies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dillon, Doug	Frisco, TX United States	X	
	Harris, Charles	Austin, TX United States	X	
	Heisch, Rodney	Houston, TX United States	X	
	Ranermann, Randy	Houston, TX United States	X	
	Lennard, Lee	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)