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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County Drainage District, a body corporate and politic under the laws of the State of Texas, acting herein by and through the Fort Bend County Commissioners Court, hereinafter referred to as "District," and LJA ENGINEERING, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas. District and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, District desires that Contractor provide the Fort Bend County Storm Water Quality Coalition Services for Permit Implementation SWMP Permit Years 1 through 5 of the 4th Permit Term (Fiscal Years 2024 – 2028), hereinafter referred to as the “Project;” and

WHEREAS, District has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and District and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, District and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF AGREEMENT

- 1.01 Contractor shall provide the services described in Contractor's Proposal dated September 5, 2023 attached hereto as Exhibit "A" and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor agrees to complete the services called for in Section 1.01 of this Agreement on or before September 30, 2028.

SECTION II CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by the Contractor, and subject to the limit of appropriation under Section VI, District shall pay to Contractor an amount not to exceed One Hundred Thirty-Nine Thousand Five Hundred and 0/100 dollars (\$139,500.00), including reimbursable expenses.
- 2.02 Contractor shall submit invoices to District and District shall pay each invoice within thirty (30) days after the District Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by District of the services covered by such invoice. Reimbursable expenses shall be reimbursed to Contractor at-cost upon submission of properly submitted expense records to District. Service charges are not applicable and not subject to reimbursement.
- 2.03 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.
- 2.04 District is a body corporate and politic under the laws of the State of Texas and as such, is exempt from sales and use taxes. District shall furnish evidence of its tax-exempt status upon written request by Contractor.

SECTION III TERMINATION

- 3.01 District may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 District shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to District when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV INSURANCE

- 4.01. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form 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:
- (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.
- 4.02. County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County.
- 4.03. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement 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 the work under this Agreement is completed.
- 4.04. Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- 4.05. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

- 4.06. Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the District or the Contractor at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to the Contractor:
- LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
- B. If to the District, notice must be sent to both addresses below:
- Fort Bend County Drainage District
Attn: Chief Engineer
P.O. Box 1028
Rosenberg, Texas 77471
- Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469
- 5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by District, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that District shall have available the total maximum sum of One Hundred Thirty-Nine Thousand Five Hundred and 0/100 dollars (\$139,500.00), specifically allocated to fully discharge any and all liabilities which may be incurred by District.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total

maximum sum that District shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of One Hundred Thirty-Nine Thousand Five Hundred and 0/100 dollars (\$139,500.00).

SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 District and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 7.02 Neither District nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of District.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of District, except where required to do so by law.

SECTION IX PERFORMANCE REPRESENTATION

Contractor represents to District that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Contractor shall provide the Services to District with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

SECTION X OWNERSHIP OF DOCUMENTS

- 10.01 Upon payment in full for the Contractor's services, District shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, reports, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, reports, digital files, sketches and other documents

prepared pursuant to this Agreement shall be delivered to District when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of District.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by District or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by District of such documents on extension of this Project or other unrelated projects shall be at District's sole risk.

SECTION XI INDEMNIFICATION

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTOR'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL. CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.

SECTION XII MODIFICATIONS

This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.

SECTION XIII CONFIDENTIAL AND PROPRIETARY INFORMATION

- 13.01 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor

shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- 13.02 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- 13.03 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 13.04 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION XIV MISCELLANEOUS

- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 If there is a conflict between this Agreement and the attached Exhibit(s), the provisions of this Agreement shall prevail.
- 14.05 **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
- 14.06 **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Contractor in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 14.07 **Independent Contractor.** In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

- 14.08 **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

- 14.09 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.10 **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
- 14.11 **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
- 14.12 **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) 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.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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 § 808.001 of the Texas Government Code.

- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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 § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

14.13 **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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.

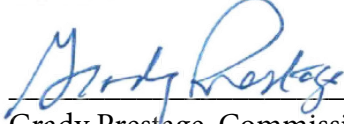
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{Execution to Follow}

**SECTION XIV
EXECUTION**

This Agreement shall become effective upon execution by District.

FORT BEND COUNTY DRAINAGE DISTRICT:



Grady Prestage, Commissioner Precinct 2
Presiding Officer of Commissioners Court
on November 21, 2023

Date

ATTEST:



Laura Richard, County Clerk



LJA ENGINEERING, INC.:



Authorized Agent – Signature

John Concienne

Authorized Agent – Printed Name

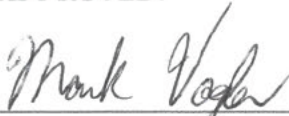
Vice President

Title

November 13, 2023

Date

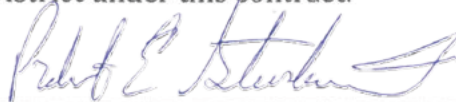
APPROVED:



Mark Vogler, P.E.
Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 139,500.00 to accomplish and pay the obligation of the District under this contract.



Robert Ed Sturdivant, Fort Bend County Auditor

Exhibit A: LJA Engineering, Inc.'s Proposal dated September 5, 2023

i:\agreements\2024 agreements\drainage district\lja engineering, inc. (24-drng-100196)\agreement for storm water quality coalition.dd.lja.fys24-28 (kcj - 11.07.2023)

Exhibit A

PROPOSAL

September 5, 2023

Adam Wright
Project Coordinator
Fort Bend County Drainage District
PO Box 1028
Rosenberg, Texas 77471

Re: Environmental Consulting Services
Stormwater Management Program Implementation: FY 2024 – FY 2028
LJA Proposal No. 23-21899

Mr. Wright:

Submitted for your review is an outline of proposed services for the continued implementation of the Stormwater Management Program for Fort Bend County Drainage District. All proposed services have been developed in compliance with the current permit regulations established in TPDES General Permit No. TXR040000.

Costs for this project will be billed on a time and materials basis in accordance with the annual budgets listed for each fiscal year on Attachment B (summary of annual budgets listed below). These costs will not be exceeded without prior approval and time will be billed according to the attached rate schedule (Attachment C).

Estimated Annual Fees (Detailed Scope of Services included on Attachment A)

FY 2024: \$29,500.00 (October 1, 2023 – September 30, 2024)
FY 2025: \$27,500.00 (October 1, 2024 – September 30, 2025)
FY 2026: \$27,500.00 (October 1, 2025 – September 30, 2026)
FY 2027: \$27,500.00 (October 1, 2026 – September 30, 2027)
FY 2028: \$27,500.00 (October 1, 2027 – September 30, 2028)

We appreciate your consideration of LJA Engineering for this project. Please let me know if you need any additional information and we look forward to the opportunity of continuing our environmental consulting services for Fort Bend County Drainage District.

Sincerely,



John Concienne, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: 409.833.3363
Direct: 409.554.8980
Email: jconcienne@lja.com

ATTACHMENT A

Fort Bend County Stormwater Quality Coalition

SWMP Implementation - Scope of Services

Permit Years 1 - 5 of the 4th Permit Term (FY 2024 – FY 2028)

Minimum Control Measure 1.0

- I. Assist with implementation of Public Education, Outreach, and Involvement Program in compliance with TPDES General Permit No. TXR040000
 - a. Develop stormwater quality public education materials in compliance with the regulations of TXR040000
 - b. Maintain stormwater quality website for all coalition members
 - c. Conduct SWMP committee meetings (minimum of 2 per year)
 - d. Maintain all associated permit compliance records/documentation
 - e. Conduct annual review of the stormwater management program

Minimum Control Measure 2.0

- II. Assist with implementation of the Illicit Discharge Detection and Elimination Program in compliance with TPDES General Permit No. TXR040000
 - a. Update outfall inventory map (minimum of 1 update per permit term)
 - b. Conduct annual outfall inspections (minimum of 20% of outfalls per year)
 - c. Provide assistance with illicit discharge complaints reported by citizens or referred by the TCEQ
 - d. Review and update IDDE standard operating procedures once per year
 - e. Maintain all associated permit compliance records/documentation

Minimum Control Measure 3.0

- III. Assist with implementation of Construction Site Stormwater Runoff Control Program in compliance with TPDES General Permit No. TXR040000
 - a. Conduct non-traditional MS4 construction site inspections (6 inspection cycles per year)
 - b. Provide assistance with construction site runoff complaints reported by citizens or referred by the TCEQ
 - c. Review and update construction site stormwater runoff standard operating procedures once per year
 - d. Maintain an inventory of all construction site notices received by Fort Bend County on an annual basis
 - e. Maintain all associated permit compliance records/documentation

Minimum Control Measure 4.0

- IV. Assist with implementation of Post-Construction Stormwater Management Program in compliance with TPDES General Permit No. TXR040000
 - a. Conduct inspections of all applicable post-construction control measures (permittee-owned) once per permit term
 - b. Provide assistance with post-construction runoff complaints reported by citizens or referred by the TCEQ
 - c. Review and update post-construction stormwater management standard operating procedures once per year
 - d. Maintain all associated permit compliance records/documentation

Minimum Control Measure 5.0

- V. Assist with implementation of Good Housekeeping Program in compliance with TPDES General Permit No. TXR040000
 - a. Conduct MS4 municipal facility inspections once per permit term
 - b. Facilitate employee training program regarding the SWMP once per permit term
 - c. Maintain/update MS4 facility inventory once per permit term
 - d. Review and update good housekeeping standard operating procedures once per year
 - e. Review and update general pollution prevention plan once per year

TMDL/Impaired Water Bodies

- VI. Assist with implementation of the BMPs associated with the TMDL/Impaired Water Bodies section of the Fort Bend County Stormwater Management Program
 - a. Provide stakeholder representation at local TMDL meetings as necessary
 - b. Conduct annual impaired water bodies review
 - c. Conduct annual analysis of progress made toward reaching established TMDL benchmarks

Additional Services

- VII. Additional MS4 permit compliance tasks
 - a. MS4 annual report development (permit term 4; years 1 – 5)
 - b. MS4 permit renewal process for TPDES General Permit No. TXR040000
 - c. Provide stakeholder representation at TCEQ Water Quality Advisory meetings

This scope of work was developed in compliance with the existing regulations established in TPDES General Permit No. TXR040000 issued on January 24, 2019. If the Phase II MS4 regulations are modified by the TCEQ during the contract period, adjustments to this scope of services may be necessary to maintain compliance with TPDES General Permit No. TXR040000.



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

Fort Bend County Stormwater Quality Coalition

Attachment B

Fort Bend County & Fort Bend County Drainage District

**Stormwater Management Program Implementation
Estimated Budget**

Key Implementation Activities by MCM	Implementation Cycle 1 (FY 2024)	Implementation Cycle 2 (FY 2025)	Implementation Cycle 3 (FY 2026)	Implementation Cycle 4 (FY 2027)	Implementation Cycle 5 (FY 2028)
1.0 Public Education, Outreach, and Involvement					
Development of Public Education Materials	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00
Annual SWMP Review					
Development and Maintenance of Stormwater Website					
Reproduction Costs for Flyers/Brochures					
Conduct Public Involvement Sessions					
SWMP Committee Meetings					
Record Maintenance/Data Entry					
2.0 Illicit Discharge Detection and Elimination					
Regulatory Compliance Assistance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Standard Operating Procedure Development					
Outfall Inspections/Mapping					
TCEQ Complaint Referral Assistance					
Maintain/Update Outfall Inventory Map					
Record Maintenance/Data Entry					
3.0 Construction Site Stormwater Runoff Control					
Regulatory Compliance Assistance	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Standard Operating Procedure Development					
TCEQ Complaint Referral Assistance					
NOI Inventory Tracking					
Construction Plan Review Assistance					
Construction Site Inspections					
Record Maintenance/Data Entry					
4.0 Post-Construction Stormwater Management					
Regulatory Compliance Assistance	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Standard Operating Procedure Development					
Inspection of Post-Construction Controls					
TCEQ Complaint Referral Assistance					
Record Maintenance/Data Entry					
5.0 Good Housekeeping for Municipal Operations					
MS4 Employee Training Programs	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Municipal Facility Inspections					
Pollution Prevention Plan Annual Review/Updates					
SOP Annual Review					
Maintain/Update MS4 Facility Inventory					
Record Maintenance/Data Entry					
TMDL/Impaired Water Bodies					
TMDL/Stakeholder Representation	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Annual Impaired Water Bodies Review					
Focused BMP Implementation					
Additional Services					
TCEQ Stakeholder Representation	\$11,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
Permit Renewal Tasks					
Development/Submittal of Annual Reports					
Total Annual Cost for Combined Activities	\$59,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
Total Annual Cost Per Entity (based on 2 coalition members)	\$29,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00

*All scope items listed will be implemented in accordance with the measureable goals established in the Fort Bend County Stormwater Management Program.

(Each implementation year will run from October 1st - September 30th)

ATTACHMENT C

**STORMWATER DIVISION
RATE SCHEDULE**

Labor Classification	Hourly Rate
Vice President	\$205.00
Project Manager	\$145.00
Assistant Project Manager	\$135.00
Senior Environmental Scientist	\$190.00
Environmental Scientist II	\$115.00
Environmental Scientist I	\$105.00
Environmental Technician III	\$ 98.00
Environmental Technician II	\$ 86.00
Environmental Technician I	\$ 78.00
Administrative Technician	\$ 65.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

Payments

LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

Reimbursable expenses such as outside reproduction services, courier service, laboratory fees, etc. will be invoiced at cost.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

LJA Engineering, Inc.
Houston, TX United States

Certificate Number:
2023-1093730

Date Filed:
11/13/2023

Date Acknowledged:
11/21/2023

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 Drainage District

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.

24-Drng-100196
Environmental Consulting Services (MS4 Services FY 2024 - FY 2028)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alford, Susan D.	Houston, TX United States	X	
	Cannon , Jeff T.	Houston, TX United States	X	
	McKee, Alan B.	Houston, TX United States	X	
	Ross, James D.	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)