

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 Seventy Eight Thousand Three Hundred Ninety and 00/100 Dollars (\$78,390.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

CONSULTANT does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seventy Eight Thousand Three Hundred Ninety and 00/100 Dollars (\$78,390.00).

3. **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, CONSULTANT hereby verifies that CONSULTANT 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, 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 § 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, 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 § 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, 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 § 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.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

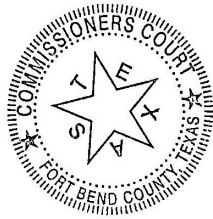
FORT BEND COUNTY, TEXAS

KP George

KP George, County Judge

August 27, 2024

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

TERRACON CONSULTANT, INC.

Edward W. James

Authorized Agent – Signature

Edward W. James

Authorized Agent- Printed Name

Senior Principal

Title

8/9/24

Date

APPROVED:

J. Stacy Slawinski

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$78,390.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant

Robert E. Sturdivant,
County Auditor

EXHIBIT A-2

(July 12, 2024 Proposal Follows Behind)



11555 Clay Road, Suite 100
 Houston, TX 77043
P (713) 690-8989
F (713) 690-8787
Terracon.com

July 12, 2024

Fort Bend County Texas
 301 Jackson Street, 4th Floor
 Richmond, Texas 77469

Attn: Mr. Ike Akinwande, SE, PE, MLSE
 P: (281) 633-7506
 E: ike.akinwande@fortbendcountytexas.gov

RE: **Proposal for Asbestos Abatement Consulting Services**
 Fort Bend County – 10th Street Expansion Project ABT
 Various Addresses
 Richmond, Texas
 Terracon Proposal No. P92247660
 FBC Mobility Bond Program – Project No. 20106

Dear Mr. Akinwande:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Fort Bend County Texas (Client) to provide asbestos consulting services regarding the removal and disposal of asbestos-containing materials (ACM) identified on or within eight (8) residential structures (*subject to change – waiting on three residential structures to be inspected at a later date*) prior to demolition for future road expansions and improvements.

<p>Scope of Services (see Section 2.0 of attached proposal detail)</p>	<ul style="list-style-type: none"> ■ Asbestos air monitoring and onsite project management in accordance with the Texas Asbestos Health Protection Rules (TAHPR), USEPA regulation 40 CFR Part 61 Subpart M and the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP)
<p>Schedule (see Section 3.0 of attached proposal detail)</p>	<ul style="list-style-type: none"> ■ Terracon will prepare asbestos abatement specifications and plans. ■ Specifications and plans will be delivered or available 1-3 days before the start of the abatement/demo scope. ■ 10-Day notification to the Texas Department of State Health Services (TDSHS) to be filed by the selected abatement contractor. ■ Fourteen (14) 12-hour workdays to complete abatement. ■ Report delivered within 15 business days following abatement/demo.
<p>Compensation (see Section 4.0 of attached proposal detail)</p>	<ul style="list-style-type: none"> ■ Estimated total project cost of \$28,040.40 (Time and Materials based on the attached Fee Schedule)

If this proposal meets with your approval, work may be initiated by returning an original executed copy of the attached Supplement to Agreement for Services to our office or by issuing an Agreement for Asbestos Inspection Services Agreement. Project initiation may be expedited by e-mailing a copy of the executed Supplement to Agreement for Services to Aaron Dominguez at Aaron.Dominguez@terracon.com.

Asbestos Abatement Consulting Services

Fort Bend County – 10th Street Expansion Project ABT ■ Richmond, Texas

July 12, 2024 ■ Terracon Proposal No. P92247660



We appreciate the opportunity to provide this proposal for your consideration and look forward to partnering with you on this project. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon’s services please visit our website at www.terracon.com. If you have any questions or comments regarding this proposal or require additional services, please contact the undersigned.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Aaron Dominguez'.

Aaron Dominguez
Senior Project Manager

A handwritten signature in blue ink, appearing to read 'Kevin P. Maloney'.

Kevin P. Maloney
Senior Project Manager

Attachments: Detailed Scope of Services
Fee Schedule
Supplement to Agreement for Services

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

Terracon’s understanding of this project is summarized below. Please review the following and notify us if any of these understandings are incorrect. All work will be performed under the Supplement to Agreement for Services (and sections of this proposal incorporated therein).

- Terracon Consultants, Inc. (Terracon) performed Asbestos Inspections on numerous residential structures within the path of the Fort Bend County - 10th Street Expansion Project (Report No. 92237407 – various report dates), and asbestos-containing materials were identified on or within the following structures (ACM included):

1. 400 N. 10th St. (ACM)

- Black mastic beneath beige 12”x12” ceramic floor tile (~100 SF) - kitchen

2. 401 N. 10th St. (ACM)

- Tan linoleum (~250 SF) – Living room area

3. 404 N. 10th St. (ACM)

- Linoleum flooring (~1,980 SF) – Living room area
- Joint compound on walls (~4,500 SF) – Den, living room and bedroom

4. 618 N. 10th St. (ACM)

- Black 12” x 12” floor tile with black mastic on tan linoleum (210 SF) – Living room
- White 12” x 12” floor tile with black mastic (210 SF) – Living room
- Brown 12” x 12” floor tile with sheet flooring beneath (25 SF) – Living room
- Brown 18” x 18” vinyl floor tile on black and white 12” x 12” floor tile (25 SF) – Living room

5. 812 Newton Dr. (ACM)

- Painted and textured gypsum wallboard system – Joint compound (~3,500 SF) – Throughout the house
- Gray cement siding (~800 SF) – Perimeter walls of the shed

6. 819 Newton Dr. (ACM)

- Painted and textured gypsum wallboard system – Joint Compound (~1,700 SF) - Throughout
- Painted gypsum wallboard ceilings (950 SF) - Throughout

- Tan linoleum with black mastic (~20 SF) – Master Bathroom
- Gray cement siding (2 layers) (~2,000 SF) – Exterior of the house

7. 821 Cub Ln. (ACM)

- Painted wallboard system – joint compound (~4,600 SF) – Throughout the Main House

8. 822 Leonard Ave. (ACM)

- Painted gypsum wallboard system (walls and ceilings) – joint compound (~3,000 SF) – Throughout main house

2.0 SCOPE OF SERVICES

2.1 Preparation of Plans and Specifications

- Terracon will develop and prepare site-specific asbestos abatement plans and technical specifications for the removal and disposal of the asbestos-containing building materials identified at the above-referenced building.
- The specifications will be developed in accordance with applicable state and federal regulations. The specification documents will be prepared by a Texas Department of State Health Services (TDSHS) licensed consultant and will include the following:
 - Asbestos abatement specifications and scope of work
 - Definitions to be used during the project
 - Materials to be used during the project
 - Worker protection requirements
 - Work area preparation procedures
 - Asbestos removal methods to be followed
 - Work area decontamination/cleaning procedures
 - Final clearance requirements
 - Waste disposal procedures

Terracon will provide copies of specifications for the asbestos abatement to the owner, and they will be included in the contract documents supplied by the owner to the asbestos abatement contractor. Please note that Terracon’s specifications may not be used by another consultant or consultant agency to monitor the project without prior written permission from Terracon.

2.2 Project Consulting and On-Site Monitoring

Pre-abatement project consulting activities will include the following:

- Schedule pre-abatement walk-through meeting with the contractor at the project work site (requested and performed on June 17th, 2024 with Alpha Remediation / Waste Solutions USA LLC)

Asbestos Abatement Consulting Services

Fort Bend County – 10th Street Expansion Project ABT ■ Richmond, Texas

July 12, 2024 ■ Terracon Proposal No. P92247660



- Coordination of work schedule between client and abatement contractor, and work area sequencing
- Review of Contractor submittals such as certifications, work plans, notifications, disposal arrangements and worker training documents

On-site monitoring activities will include the following:

- Asbestos abatement project management
- Interior project air monitoring (OSHA personnel air monitoring not included)
- Final inspections and clearances

Terracon will also obtain baseline air samples prior to the start of asbestos-related activities in accordance with the Texas Asbestos Health Protection Rules (TAHPR) and project specifications. The project manager/air monitoring technician (PM/AMT) will be on-site during the abatement project to perform project air monitoring. The PM/AMT will also perform on-site inspection services during the asbestos abatement to evaluate the regulated work areas for compliance with project specifications and state/federal regulations. Terracon's PM/AMT will provide documentation of the abatement activities and clarifications with respect to the asbestos abatement specifications for the duration of the abatement project.

Once the abatement is completed, the PM/AMT will perform a final visual inspection of the abated areas and, if the abatement is conducted in containment, conduct aggressive air clearance sampling in accordance with TAHPR requirements. Air samples collected during the project will be analyzed by phase contrast microscopy (PCM) in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400.

Electricity and water will not be available on-site during abatement activities. If the assumptions or understandings of this project are incorrect, we request the opportunity to review this proposal and modify it accordingly prior to resubmittal to your attention.

Terracon will not be responsible for the contractor's activities related to site safety during the project. If Terracon identifies safety concerns at the site, the Client will be notified of the concern, and it will be the Contractor's sole responsibility to correct the deficiency at their expense.

According to Alpha Remediation (the asbestos abatement subcontractor (under Waste Solutions USA LLC)), the anticipated duration of the project is approximately two weeks (subject to change).

2.3 Report

Terracon will prepare a final written Asbestos Abatement Report (Report). The Report will include a description of the project, results of the air sampling program, and documentation of final clearance. A PDF formatted copy of the Report will be submitted via e-mail to the address indicated herein. The Contractor will provide post-job submittals directly to the Client.

3.0 SCHEDULE & CONDITIONS

3.1 Schedule

Terracon understands the selected asbestos abatement contractor has filed and will manage the 10-day notification to TDSHS. Based upon the selected abatement contractor's notification, Terracon anticipates the abatement to be completed over fourteen (14) 12-hour weekday shifts. This schedule is subject to change based on the remaining structures to be inspected, selected asbestos abatement contractor's schedule and performance of the scope of work.

3.2 Conditions

To complete the project in accordance with this proposal, the client should provide the following items at the time of project authorization:

- Signed Supplement to Agreement for Services.
- The client must provide timely right of entry to conduct the described services, as well as access to building interiors.
- If there are any restrictions or special requirements regarding the site, these should be made known to Terracon prior to commencing the site work.

3.3 Site Access and Safety

Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

4.0 COMPENSATION

Terracon will conduct the above-described scope of services on a time and material basis in accordance with the attached fee schedule. The following table shows a breakdown of the estimated project fees:

ESTIMATED TOTAL PROJECT COST	
DESCRIPTION	COST
Project Management and preparation of Abatement Specifications (25 hours @ \$190/hour)	\$ 4,750.00
Pre-Abatement Walk-through Meeting (8 hours @ \$105.00/hour)	\$840.00 (previously performed)
On-site Project Management and Air Monitoring (estimated 14 abatement days @ 12-hours/day, portal to portal @ \$105/hr)	\$ 17,640.00 ¹
Mileage 80 miles/day @ 0.67/mile x 14 days (estimated)	\$750.40
Field Truck (\$65.00/day x 14 days)	\$910.00
Asbestos Closeout Report (12 hours @ \$130/hour)	\$ 1,560.00
Administrative Services (5 hours @ \$90/hour)	\$ 450.00
APR Review (6 hour @ \$190/hour)	\$ 1,140.00
Estimated Total	\$ 28,040.40²

¹ – Based on an estimated schedule of fourteen (14) 12-hour workdays to complete the interior abatement. This schedule is subject to change based on the selected asbestos abatement contractor’s schedule and performance of the scope of work. Terracon will invoice for the number of days on-site. Additional days on site will be invoiced at the quoted rate(s) and may be subject to additional Project Management fees (see fee schedule attached).

² – This fee estimate does not include abatement contractor fees or notification fees which will be invoiced directly by TDSHS. The estimated fee for the scope of services may be subject to change based on the availability of personnel to perform the work. Changes in the fee will be in accordance with our company fee schedule, and any adjustments will be communicated and discussed with the client before implementation.

Terracon will submit invoices to the Client upon completion of the project. If conditions are encountered at the site requiring changes in the scope of services (e.g., owner/occupant restrictions resulting in a field work delay, a significant increase in the anticipated number of hours, etc.) that will increase the cost of the project, you will be contacted for discussion and approval of such changes before we proceed.

**TERRACON
ENVIRONMENTAL CONSULTING SERVICES
FEE SCHEDULE – 2024**

Hourly Fees for Personnel

<i>Principal</i>	<i>\$ 200.00</i>
<i>Senior Engineer</i>	<i>\$ 190.00</i>
<i>Senior Geologist/Hydrogeologist</i>	<i>\$ 190.00</i>
<i>Senior Industrial Hygienist</i>	<i>\$ 190.00</i>
<i>Senior Scientist</i>	<i>\$ 190.00</i>
<i>Project Engineer.....</i>	<i>\$ 160.00</i>
<i>Project Geologist/Hydrogeologist.....</i>	<i>\$ 160.00</i>
<i>Project Industrial Hygienist</i>	<i>\$ 160.00</i>
<i>Project Scientist</i>	<i>\$ 160.00</i>
<i>Senior Staff Engineer.....</i>	<i>\$ 130.00</i>
<i>Senior Staff Geologist/Hydrogeologist</i>	<i>\$ 130.00</i>
<i>Senior Staff Industrial Hygienist.....</i>	<i>\$ 130.00</i>
<i>Senior Staff Scientist.....</i>	<i>\$ 130.00</i>
<i>Staff Engineer</i>	<i>\$ 115.00</i>
<i>Staff Geologist/Hydrogeologist</i>	<i>\$ 115.00</i>
<i>Staff Industrial Hygienist</i>	<i>\$ 115.00</i>
<i>Staff Scientist</i>	<i>\$ 115.00</i>
<i>Field Engineer.....</i>	<i>\$ 100.00</i>
<i>Field Geologist/Hydrogeologist.....</i>	<i>\$ 100.00</i>
<i>Field Industrial Hygienist.....</i>	<i>\$ 100.00</i>
<i>Field Scientist.....</i>	<i>\$ 100.00</i>
<i>Field Project Manager.....</i>	<i>\$ 110.00</i>
<i>Technician IV</i>	<i>\$ 105.00</i>
<i>Technician III.....</i>	<i>\$ 100.00</i>
<i>Technician II.....</i>	<i>\$ 95.00</i>
<i>Technician I.....</i>	<i>\$ 85.00</i>
<i>CAD/GIS Operator II</i>	<i>\$ 100.00</i>
<i>CAD/GIS Operator I</i>	<i>\$ 90.00</i>
<i>Assistant Project Manager</i>	<i>\$ 95.00</i>
<i>Contract Administration Specialist</i>	<i>\$ 90.00</i>
<i>Administrative Assistant.....</i>	<i>\$ 80.00</i>
<i>Clerical</i>	<i>\$ 70.00</i>
<i>Expert Testimony</i>	<i>\$ 290.00</i>

**TERRACON
ENVIRONMENTAL CONSULTING SERVICES
FEE SCHEDULE – 2022**

Reimbursable Expenses

Reimbursable ~~Cost Plus 15%~~

Reimbursable Expenses must be submitted at cost (no markup) - Approved by Office Manager

Travel Expenses

Airfare/Car Rental/Meals/Lodging ~~Cost Plus 15%~~
 Field Truck, per day \$65.00
 Vehicle Mileage, per mile \$ 0.75

Field Equipment (per day unless noted otherwise)

Current approved IRS Rate \$0.67 - Approved by Office Manager

GPS/Survey Equipment

Trimble Handheld GPS Instrumentation (or equivalent) \$ 150.00

Stream Sampling Equipment

Backpack Electrofishing Unit \$300.00

Soil/Groundwater Sampling Equipment

PID Meter \$ 110.00

Water Level Indicator \$ 40.00

Turbidity Meter \$ 40.00

pH / Conductivity / Temperature Meter \$ 40.00

Interface Probe \$ 60.00

Submersible Purge Pump \$ 100.00

Peristaltic Pump \$ 60.00

Low-Flow Bladder Pump \$ 100.00

Flow-Through Cell \$ 100.00

Hand Auger \$ 25.00

Groundwater Filters (10-micron, each) \$ 25.00

Sample Kit \$ 35.00

Soil Gas Sampling Equipment

Helium Detector (MGD-2002) \$ 100.00

Vapor Pin, stainless steel (each) \$ 60.00

Hand-Operated Hammer Drill \$ 50.00

Flow Regulator \$ 40.00

Summa Canister (each) \$ 60.00

IH/IAQ Sampling Equipment

Low Flow or High Flow Air Pump \$ 10.00

QTRAK \$ 100.00

IR Camera \$ 100.00

Moisture Meter \$ 50.00

XRF \$ 300.00

Other

Document Delivery/Overnight (per package) \$ 20.00

Additional Report Copies (per copy, outside of original proposed amount) \$ 50.00

Offsite Archived File Retrieval (2-day delivery, per box) \$ 50.00

SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 10/20/2023) is between Fort Bend County TX ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to Terracon Proposal No. P92247660.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to Terracon Proposal No. P92247660.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **7/12/2024**
Name/Title: **Kevin P Maloney / Project Manager**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Kevin.Maloney@terracon.com**

Client: **Fort Bend County TX**
By: _____ Date: _____
Name/Title: **Construction Engineer / Construction**
Engineer
Address: **301 Jackson Street Ste 719**
Richmond, TX 77469
Phone: _____ Fax: _____
Email: **Construction@fortbendcountytexas.gov**

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.
 Terracon Consultants, Inc.
 Houston, TX United States

Certificate Number:
 2024-1197408

Date Filed:
 08/06/2024

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

Date Acknowledged:
 08/27/2024

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.
 Project No. 20106
 Asbestos Inspection Services Mobility Bond Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zambo, Vanessa	Olathe, KS United States	X	
	Sander, Jason	Cincinnati, OH United States	X	
	Roberts, Jeff	Houston, TX United States	X	
	Packer, Gayle	Olathe, KS United States	X	
	Cobb, Harold	Houston, TX United States	X	
	Anderson, Timothy	Phoenix, AZ 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)