

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
 PROFESSIONAL ENVIRONMENTAL SERVICES**

This Third Amendment to the Agreement for Professional Environmental Services ("Third Amendment") is made and entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and TLC Engineering, Inc., ("Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Environmental Services on June 22, 2021, as amended on February 7, 2023 ("First Amendment") and March 12, 2024 ("Second Amendment"), to provide environmental services for the Moore Road Expansion project under 2017 Mobility Bond Project No. 17218x, pursuant to SOQ 14-025, and incorporated fully by reference as if set forth verbatim below (collectively the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for additional professional environmental services to be provided, increase the total Maximum Compensation under the Agreement for the completion of such additional services, and extend the Time for Performance under the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed sixty-one thousand four hundred thirty-five and 00/100 dollars (\$61,435.00) to perform the additional Services, as described in Contractor's Proposal dated August 2, 2023, attached hereto as Exhibit "A-3" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed one hundred thirty-three thousand two hundred forty-one and 00/100 dollars (\$133,241.00), authorized as follows:

\$66,416.00 under the Agreement;
 \$ 5,390.00 under the First Amendment;
 \$ 0.00 under the Second Amendment; and
 \$61,435.00 under this Third Amendment.

3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without a written agreement executed by the parties.
4. The Time of Performance under the Agreement shall extend to end no later than December 31, 2028.
5. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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 final party.

FORT BEND COUNTY




KP George, County Judge

January 29, 2025
Date Approved by Commissioners Court on 1/28/2025

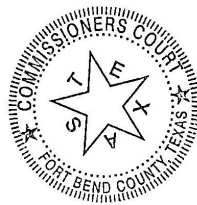
ATTEST:



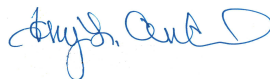
Laura Richard, County Clerk

APPROVED: 

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



TLC ENGINEERING, INC.



Authorized Agent – Signature

Tony L. Council, P.E.
Authorized Agent – Printed Name

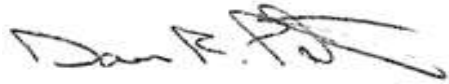
President & CEO

Title

1/06/2025

Date

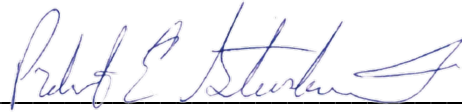
APPROVED AS TO LEGAL FORM:



Darius R. Porter
Assistant County Attorney
General Counsel Division

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 133,241.00
to accomplish and pay the obligation of Fort Bend County under this contract.



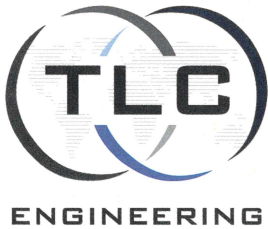
Robert Ed Sturdivant, County Auditor

Attachment:

Exhibit A-3 – Contractor's Proposal – August 2, 2023

I:\AGREEMENTS\2025 Agreements\Engineering\TLC Engineering, Inc. (21-Eng-100809-A3)\Third Amendment to Agreement for Professional Environmental Services -- TLC Engineering, Inc..docx. (DRP 12.18.24)

EXHIBIT A-3



August 2, 2023

Mr. Raul Fung, P.E., PMP, ENV SP
Senior Project Engineer
RPS Group
8911 South Sam Houston Parkway West, Suite 190
Missouri City, Texas 77489

Re: Proposal for Limited Phase II Environmental Site Assessment (ESA) for Moore Road in Fort Bend County, Texas; Project No: 17218x

Dr. Mr. Fung,

Attached is TLC Engineering's proposal for the Moore Road Phase II ESA.

LIMITED PHASE II ESA SCOPE OF SERVICES

The Limited Phase II ESA scope of work at Moore Road in Fort Bend County (FBC) will consist of the collection of representative soil and groundwater samples. To evaluate current subsurface conditions at the subject property the samples will be submitted to an accredited off-site laboratory for analyses of Chemicals of Concern (COCs), as described below. The assessment will be performed in general accordance with Subcontractor's Field Methods using appropriate protocols from the USEPA. Note that, based on the client's project plans and objectives, the proposed scope of work does not include soil vapor assessment activities. However, if soil and/or groundwater impacts are identified during the Limited Phase II ESA and the project plans change to include developing occupiable spaces in areas that could be affected by vapor intrusion, soil vapor assessment activities can be considered at that time.

The general scope of this assessment will consist of the following activities: Site Health and Safety Plan (HSP) preparation, site visit, underground utility clearance, soil borings, temporary well installation, sample collection (soil, groundwater, sediment, and surface water, if present), waste management, laboratory analysis, data interpretation, and report preparation.

Drilling and sampling operations will be directed by a Subcontractor's field supervisor, and field personnel will be OSHA trained in accordance with 29 CFR 1910.120. Equipment decontamination, sample collection, field documentation, sample custody and laboratory analyses will be performed in general accordance with methods prescribed by the US Environmental Protection Agency (EPA). Utility clearance, waste disposal, drilling, and laboratory analyses will be conducted by approved subcontractors.

The attached Proposed Boring Location Map (**Figure 1**) depicts the proposed locations of the soil borings, temporary groundwater monitoring wells, and co-located sediment and surface water samples (if present).

TASK 1—PRELIMINARY ACTIVITIES

Prior to performing site activities, TLC's Subcontractor and/or the driller will obtain all necessary public utility clearances (**requires a minimum forty-eight (48)-hour notification**). TLC has advised Subcontractor that Property Owner and/or site contact do not have existing utility plans. Therefore, costs included in this proposal include public one-call, private utility locate, and hand-auguring each boring location to a depth of five (5) feet below ground surface (BGS). Costs included in this proposal do not include digging, air-knife, or vacuum-truck services. The proposed soil boring/temporary monitoring well and co-located sediment and surface water locations depicted on **Figure 1** may change based upon actual field conditions and access. Neither TLC nor Subcontractor are responsible for damage to unidentified subsurface structures or appurtenances as a result of field activities.

Subcontractor will prepare a project specific Health and Safety Plan (HSP) prior to drilling activities. The Subcontractor shall identify all safety aspects of site operations prior to commencing fieldwork. The site-specific HSP will include a site characterization and job hazard analysis that includes all reasonably anticipated chemical, physical, and/or biological hazards. The HSP will include a site description and scope of work, site control measures (access, work zones, security), personal protective equipment (PPE) requirements, emergency response plan, clear chemical monitoring thresholds for stop-work conditions, training requirements for the HSP, and project team organization and responsibilities.

FBC will not formally review and/or approve the HSP but will require submission of the HSP prior to commencement of field actions as part of the project documentation. The HSP will include documentation showing that all workers (contractors and subcontractors) conducting site activities have completed the training requirements and medical monitoring under OSHA standard 29 CFR 1910.120 I.

Prior to beginning field work, the Contractor will make the HSP available to all FBC employees, contractors, and/or subcontractors present at the project site performing activities listed in the HSP or working within the designated area(s) addressed by the HSP. All such individuals will sign the HSP, indicating that they have reviewed the HSP and understand it. Any subsequent visitors to the site that enter a work zone designated in the HSP will review and sign the HSP. The Subcontractor shall modify the HSP as needed.

As indicated in **Figure 1**, the proposed boring locations are aligned adjacent to the unnamed channel of the proposed improvements. Fort Bend County Appraisal District (FBCAD) website indicates that some portions of the Unnamed Channel are included as part of the adjacent properties. The property lines end in the center of the Unnamed Channel alignment and the easement for Fort Bend County (FBC) are not indicated in these areas. FBC was notified of this and responded that all portions of the Unnamed Channel are included within the FBC easement. Accordingly, the costs related to obtaining

permits or access agreements are not included as part of this proposal. The need for any unanticipated permitting or expenses will be evaluated during a site visit prior to commencement of field activities. If additional unanticipated permitting or expenses are encountered during the implementation of field activities, FBC will be contacted, and a change order will be submitted for approval prior to proceeding.

TASK 2—SOIL AND GROUNDWATER SAMPLING

A subcontracted crew and Geoprobe® drilling rig will be used to advance a maximum of six (6) soil borings to a maximum depth of thirty (30) feet BGS, two (2) feet into the groundwater table, or sample tool refusal (whichever occurs first). The proposed soil boring locations were chosen to generally coincide with the identified recognized environmental condition (REC) properties.

The borings will be located in the field using a hand-held Global Positioning System (GPS) unit. **Figure 1: Proposed Boring Location Map** depicts the approximate proposed locations of the soil borings. Boring locations may require minor relocation due to actual field conditions. These conditions may include, but are not limited to identified subsurface structures or utilities, refusal¹ (i.e., roots, rock), access limitations², and health and safety concerns. If necessary, the borings will be relocated as close as possible to the initial proposed boring location. Any adjustment to the boring location will be noted in the boring log.

Soil samples will be collected continuously on two (2)-foot intervals from the soil borings beginning at grade and screened for the presence of vapor-phase organic compounds using a handheld 'organic vapor analyzer equipped with a photoionization detector' (OVA-PID). Soils will be logged and described so that observations concerning soil types, lithologic changes, and the environmental condition of the encountered soils can be noted.

The boring/sample log will record all data pertinent to the location and the date and time of the collection. Recorded data will include, but may not be limited to:

- | | | |
|-------------------------|-----------------------------------|-------------------------------|
| • Project Name | • Consulting Company Name | • Borehole Plugging Method |
| • Boring ID | • Logger Name | • Soil Sampling Method |
| • Drilling Company Name | • Soil Screening Results | • Brief Weather Description |
| • Borehole Diameter | • Drilling Start/Completion Dates | • Boring Location (GPS Coords |
| • Driller Name | • Depth to Water, if Encountered | and references to common |
| • Total Depth of Boring | • Drilling Method | site landmarks) |

Based on OVA-PID responses and field observations, up to three (3) discreet "grab" soil samples will be collected for laboratory analysis at each soil boring location. The soil samples will be placed in laboratory-supplied sample containers and immediately packed in an iced cooler. The soil samples will be transported under chain-of-custody (COC) documentation to an accredited off-site laboratory for COC analyses as described below in **Task 3**.

¹ "Refusal" refers to something within, exposed (in part or in full), buried, and/or subterranean that prevents the boring from being completed in that location.

² "Access limitations" refers to some sort of physical barrier (i.e., fencing, physical barricade, etc.) that makes getting to that prescribed drilling spot not possible.

Note. This section pertains to and describes the COC protocols and how the collected samples will be handled enroute to the laboratory. The laboratory will evaluate the samples upon arrival to verify that they are viable for testing. The record will show the evaluation.

If groundwater is encountered within twenty-two feet (22') BGS, the soil borings will be converted into temporary groundwater monitoring wells. These borings will be extended to a maximum depth of thirty feet (30') BGS. The temporary monitoring wells will be constructed of ten feet (10') of polyvinyl chloride (PVC) well screen coupled with blank riser. Upon completion, the well water will be purged using a peristaltic pump to obtain a relatively clear water flow, to the extent practical. One (1) groundwater sample will be obtained from each temporary monitoring well and submitted for chemical analysis.

Based on the depth of the monitoring wells, a peristaltic pump and tubing will be utilized to collect the groundwater samples. Groundwater samples will be collected into laboratory-provided sample containers, preserved as necessary, and shipped under chain of custody to the laboratory. The collected groundwater samples analyzed for metals will be filtered at the laboratory.

The scope of this task includes field data recording and logging information. Decontamination procedures are also within the scope. All tools, equipment, and samplers that contact sampled soil and groundwater will be decontaminated prior to use and between samples. The equipment will be cleaned of heavy debris with water and brushes. The equipment will then be decontaminated using Alconox with deionized water and given a final rinse using soap and deionized water. The equipment will be wrapped in aluminum foil during transport to prevent cross contamination.

Please note that groundwater samples collected in this manner can only be used as a screening tool to determine possible presence or absence of the above referenced compounds in the sample and should not be used as defensible data acceptable to the Texas Commission on Environmental Quality (TCEQ).

Additionally, accurate groundwater gradient information cannot be obtained from these temporary groundwater sampling points.

The drilling will be performed by a Texas-licensed Water Well Driller. All field drilling, sampling and evaluations will be supervised or performed by a Texas-licensed Professional Geoscientist. The proposed boring locations have been selected based on any known overhead and underground utilities, anticipated gradient, accessibility, and proximity/location of the RECs. Utility clearance will be accomplished by One-Call, private utility location and hand-augering to a depth of five feet (5') BGS.

After the sampling activities have been completed, the soil borings and temporary monitoring wells will be plugged and abandoned according to Texas guidelines. Subcontractor will containerize soil cuttings and fluid waste into fifty-five-gallon (55-gal.) drums, sealed, labeled, and placed on-site until receipt of the laboratory analysis is obtained. The boring voids will be backfilled using wetted bentonite chips to match the ground surface. The PVC casings will be disposed of as municipal waste.

TASK 3—LABORATORY ANALYSES

Sample Type/Quantity	Laboratory Analyses
Soil/Sediment Samples: <ul style="list-style-type: none"> Up to eighteen (18) soil samples and six (6) sediment samples. 	<ul style="list-style-type: none"> VOCs by EPA Method 5035/8260C. SVOCs by EPA Method 5035/8270. TPH by Texas Method 1005. Herbicides/Pesticides by EPA Method 8081. RCRA 8 Metals by EPA Method 6010/6020.
Groundwater/Surface Water Samples: <ul style="list-style-type: none"> Up to six (6) groundwater samples and six (6) surface water samples (if present). six (6) temp wells x one (1) sample each. 	<ul style="list-style-type: none"> VOCs by EPA Method 5035/8260C. SVOCs by EPA Method 5035/8270. TPH by Texas Method 1005. Herbicides/Pesticides by EPA Method 8081. RCRA 8 Metals by EPA Method 6010/6020 (total and dissolved).
Waste Samples: <ul style="list-style-type: none"> one (1) fluid and one (1) solid waste composite samples. 	<ul style="list-style-type: none"> TCLP VOCs by EPA Method 5035/8260C. TCLP SVOCs by EPA Method 5035/8270. TCLP TPH by Texas Method 1005. TCLP Herbicides/Pesticides by EPA Method 8081. TCLP RCRA 8 Metals by EPA Method 6010/6020 (total). PCBs, RCI, TOX. Total Sulfur.

EPA: United States Environmental Protection Agency
 PCBs: Polychlorinated Phenyls
 RCI: Reactivity, Corrosivity, Ignitability
 RCRA: Resource Conservation and Recovery Act 8 Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver)
 SVOCs: Semi-Volatile Organic Compounds
 TOX: Toxicity
 TCLP: Toxicity Characteristic Leaching Procedure
 TPH: Total Petroleum Hydrocarbons
 VOCs: Volatile Organic Compounds

Basic Assumptions

- Approximately three (3) days will be required to complete the assessment activities.
- All assessment activities will be performed in the referenced areas, and assessment activities in other areas will not be performed.
- Access to the investigation areas for the field crew(s) will be provided by Owner.
- No delays or allowances for Contractor or weather problems.
- Subsurface utilities can be sufficiently located.
- Property owner is responsible for locating all on-site utilities. Subcontractor will not be responsible for utility lines impacted by the assessment that are not identified by the client or public utility locator service(s).

- All work can be performed with the following Personal Protective Equipment (PPE): hard hat, gloves, composite toe boots, and face coverings.
- Only minor vegetation hand clearing for proposed boring location access is included.

In addition to these basic assumptions, no QA/QC or verification samples will be collected for analysis. The need for QA/QC samples is unnecessary because the laboratory includes their own internal QA/QC checks, and this is generally sufficient for preliminary purposes. Typically, therefore, during an initial Phase II ESA field exploration when the existence of contamination is unknown, the collection of additional QA/QC samples serves no required purpose. However, to ensure that the laboratory equipment is not cross contaminating the soil samples and that the results have an acceptable contaminate detection, QA/QC sampling is required when regulatory agencies are involved as part of contaminated site monitoring/cleanup efforts.

REPORT

A report of findings will be prepared and one (1) .pdf copy provided. The Limited Phase II ESA report will include a description of the assessment rationale and sampling plan, drilling and sampling methodology, the logbooks and/or monitoring and sampling forms, a description of field activities, analytical results, findings, and conclusions applicable to the RECs assessed. The report's conclusions will address the FBC's objectives outlined above. The report will include recommendations based upon the findings presented.

NOTE: Limited Phase II ESAs may result in development of information which may place an obligation upon the site owner or operator to provide reporting to a regulatory agency or other third party. TLC will not provide reporting to regulatory agencies or other third parties unless FBC expressly requests such reporting to be performed.

As the presence of contamination is not known at this time, providing the report to regulatory agencies or other third parties is not necessary and may actually be ill-advised. First, the driller will already be submitting the water well reports. The regulatory agency would get involved, should contamination be identified, delineated, etc. when they would need to be informed on the contamination extents and remediation techniques/outcomes. Second, TLC is contractually obligated to provide the data only to FBC, as the findings could have negative implications for the County. Third, according to ASTM E1527-21, to release a report beyond the client requires drafting a third-party reliance letter and agreement. Doing this would incur additional costs.

SPECIAL INSTRUCTIONS

Your communication of previous environmental investigations, assessments, or other such documents to us, along with any specialized knowledge or experience that is material to RECs in connection with the property is needed to comply with the ASTM protocol.

Arrangements for access, including notification of tenants, will be the responsibility of FBC. FBC shall provide clearance for all drilling and boring locations. Neither TLC nor subcontractor is responsible

for subsurface utilities or other appurtenances not identified by FBC or utility alert services notified prior to the start of drilling activities.

Limitations

- The scope of work has been defined to meet FBC's stated objectives; however, the collected information may not be sufficient for other purposes. Additionally, certain field limitations (e.g., access, auger refusal, etc.) may limit Subcontractor's ability to collect data in the planned locations. Subcontractor will attempt to collect sufficient data to meet FBC's objectives but cannot guarantee that the data will be sufficient for its intended purpose.
- Subcontractor has selected drilling equipment/methodology that it believes will be sufficient to drill to the planned depths and collect the proposed samples given known information regarding local geologic conditions and previous experience. However, neither TLC nor Subcontractor can guarantee that the drilling equipment/methods will be sufficient to drill to the desired depths or access every desired drilling location (e.g., auger refusal, access limitations, utility conflicts, etc. may occur). TLC will contact FBC to discuss the potential limitations and to determine whether other equipment may be necessary to collect the samples. Mobilization of alternate equipment will be at additional costs discussed with FBC prior to proceeding.
- Subcontractor will collect the data in accordance with established methodologies and provide conclusions related to the data in accordance with the ASTM Standard Practice. However, neither TLC nor Subcontractor will provide legal or business advice.
- Subcontractor cannot perform fieldwork without defined property boundaries. Acceptable defined property boundaries include a scaled site plan, surveyor's map, property delineation map, legal description, or on-site demarcation. In order to prevent delaying the fieldwork, FBC shall provide TLC with an acceptable boundary survey or meet with Subcontractor on-site to identify site boundaries.

THIRD PARTY RELIANCE

The report will be provided for reliance by FBC. Third party reliance letters may be issued upon request and upon the payment of the then current fee for such letters. All third parties relying on TLC's reports, by such reliance, agree to be bound by this proposal and Subcontractor's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

SCHEDULE

TLC proposes to provide the report within forty-five (45) business days of the authorization to proceed received by TLC. Field activities will be initiated within approximately seven (7) to ten (10) business days, depending on the driller's availability. Field activities are anticipated to take approximately three (3) business days. Laboratory analytical results are expected to be received within ten (10) to fourteen (14) business days following the laboratory's receipt of the samples collected.

Upon project start-up, TLC will contact you or your designated representative regarding project scheduling.

FEES

It is proposed that the fee for performance of the outlined scope of services be determined on a lump sum basis. The total fee for the scope of services outlined above will be **\$61,435.00** in accordance with the following estimated breakdown.

- Project Setup \$2,640.00,
- Field Investigation (includes drilling and laboratory) \$46,310.00,
- Project Management/Report Preparation \$12,485.00.

Additionally, the following efforts and items are not included in this price:

- Consultation (beyond clarifications of information presented in the report),
- Additional draft report submittals/edit cycles,
- In-process report edits needed to incorporate required information not provided at the inception of the project,
- Extraordinary research or additional field work that is requested after the draft report is delivered and/or to address data gaps,
- Filter Packs (estimated at \$2,280.30),
- QA/QC sample taking, which includes (estimated at \$157.30):
 - Matrix spike/matrix spike duplicate (MS/MSD) – Generally collected at a rate of one (1) QA/QC sample per twenty (20) collected samples,
 - Duplicate – This sample is collected as a “blind duplicate” sample that includes splitting a normal sample to assess that the laboratory results are consistent for the samples; also collected at a rate of one (1) per twenty (20) sample rate,
 - Field Blank – This is a QA/QC sample of groundwater sampling equipment collected daily. This is to compare with other groundwater samples collected to see if the sampling equipment introduced any contaminants.

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond TLC or Subcontractor's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

TERMS AND CONDITIONS

All work will be performed in general accordance with the attached General Conditions. It should be noted that neither TLC nor Subcontractor are an owner, operator, generator, storer, transporter, treater, or disposal facility for hazardous wastes. Additionally, FBC or their representative will be responsible for signing any waste disposal documents (i.e., waste profile, manifests), if necessary.

AUTHORIZATION

To execute this proposal, please sign and complete the proposal authorization and instructions for payment below and return one copy of this proposal to our office. We will proceed with the work upon receipt of the signed proposal authorization. TLC will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

Please call with any questions you may have, or if TLC can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,

TLC ENGINEERING, INC.



Tony L. Council, P.E.
President and CEO

Attachments: Figure 1: Proposed Boring Location Map
 Proposal Authorization Form
 General Conditions

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.

TLC Engineering Inc.
Houston, TX United States

Certificate Number:
2025-1257395

Date Filed:
01/15/2025

Date Acknowledged:
01/28/2025

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.

17218x
Environmental Services

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