

## **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a Texas Local Government corporation organized and operating under the laws of the State of Texas, hereinafter called the “FBCTRA” and LJA Environmental Services, LLC, hereinafter called “Consultant.”

### **WITNESSETH**

WHEREAS, the FBCTRA proposes to engage a Professional Services firm for environmental studies for the extension of the Fort Bend Parkway Toll Road, Segment D, from STA 1500+00 to STA 2041+00 (West Of SH 36 to East of FM 762), in Fort Bend County, Texas, (the “Project”);

WHEREAS, the FBCTRA desires to enter into an agreement with Consultant for the performance of services during the Project, that are within the scope of services in Attachment A (“Scope of Services”).

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

### **AGREEMENT**

#### 1. General

The Consultant shall render professional services to FBCTRA related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant’s profession practicing under similar conditions at the same time and in the same locality.

#### 2. Compensation and Payment

- a. The Maximum Compensation under this Agreement is \$274,749.70. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as hourly time and expenses not to exceed \$274,749.70, as shown in Attachment B. Progress payments for work detailed in Attachment A will be made when the Consultant has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of the FBCTRA.

The Consultant shall furnish satisfactory documentation of such work (e.g. timesheets, billing rates, classifications, invoices, etc.) as may be required by FBCTRA.

- b. All performance of the Scope of Services and any services outside the Scope of Services (“Additional Services”), including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the FBCTRA, and Additional Services will be

reimbursed based on the billing rates in effect at that time, to the extent that such labor costs and subcontracts are reasonable and necessary for the performance of such services. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by the FBCTRA. Payment will be made (i) on the basis of project progress to be billed monthly and, for Additional Services, (ii) on the basis of time and expense records, and in accordance with those payment procedures set forth in subsection d. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.

- c. Where subcontractors are employed by the Consultant to perform pre-approved and pre-authorized Additional Services, the Consultant will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates. Reimbursement to the subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Consultant. For subcontractors employed for the convenience of the FBCTRA, the Consultant will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Consultant by the FBCTRA based on the following procedures: On or about the fifteenth day of each month during performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Consultant shall submit to the FBCTRA one copy of invoice showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, a Progress Report, and for any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBCTRA). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County (the "County") employees established by the Fort Bend County Auditor (the "Auditor"). The FBCTRA shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement, and forward same to the Auditor. The County shall pay each such invoice as approved by the FBCTRA within thirty (30) calendar days after the FBCTRA's approval of same.

### 3. Time of Performance

It is understood and agreed that the time for performance of the Consultant's services under this Agreement shall begin with receipt of the Notice to Proceed. The Consultant will maintain the delivery schedule to be provided by the FBCTRA.

This Agreement will terminate upon the Consultant's completion of the Scope of Services to the satisfaction of the FBCTRA.

### 4. The FBCTRA's Option to Terminate

- a. The FBCTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less

than 30 days later than the actual receipt of such written notice by the Consultant. Upon such termination, the FBCTRA shall compensate the Consultant in accordance with Section 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBCTRA. The Consultant's final invoice for said services will be presented to and paid by the FBCTRA in the same manner set forth in Section 2(d), above.

- b. Termination of this Agreement and payment as described in subsection (a) of this section shall extinguish all rights, duties, obligations, and liabilities of the FBCTRA and the Consultant under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Consultant from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBCTRA terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Consultant.
- d. The FBCTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions, and privileges otherwise available under law or equity to the FBCTRA by virtue of this Agreement or otherwise. Failure of the FBCTRA to exercise any of its said rights, actions, options, or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions, or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBCTRA within 30 days of the Termination Date or upon Consultant's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Consultant's Books and Records

Upon written notice (including email), the Consultant will permit the FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Consultant for the purpose of verifying the amount of work performed on the Project at reasonable times during normal business hours. FBCTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

Upon payment in full for undisputed amounts of Consultant's services, all documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Consultant or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the FBCTRA, subject

to all of the following terms and conditions; provided, however, FBCTRA shall not own and shall have no right to receive any documents not deemed “final” by the Consultant until completion or termination of this Agreement, as applicable. Consultant will deliver the Documents to FBCTRA within 30 days of the completion or termination of this Agreement and may retain a set of reproducible record copies of the Documents, provided that the Consultant has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that FBCTRA will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Consultant, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Consultant will be at FBCTRA’s sole risk and without liability or legal exposure to Consultant.

FBCTRA shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Consultant and FBCTRA that the services provided are a “work for hire” as the term is used in the federal Copyright Act. Moreover, Consultant hereby agrees to assign, and by these presents, does assign to FBCTRA, all of Consultant’s worldwide right, title, and interest in and to such work product and all rights of copyright therein.

Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBCTRA that Consultant is permitted to use in connection with the services will not be used without FBCTRA’s consent and shall remain the sole and exclusive properties of FBCTRA, and this Agreement does not confer upon Consultant any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBCTRA will approve assignment and release of all key Consultant personnel and that the Consultant shall submit written notification of all key Consultant personnel changes for the FBCTRA’s approval prior to the implementation of such changes.
- b. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the FBCTRA, is incompetent, or, by his conduct, becomes detrimental to the Project, shall, upon request of the FBCTRA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Consultant shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Consultant by the FBCTRA

As applicable, the following items will be supplied to the Consultant:

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Consultant shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the FBCTRA. Responsibility to the FBCTRA for sublet work shall remain with the Consultant.

10. Conference

At the request of the FBCTRA, the Consultant shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the FBCTRA, or at the site of the Project, and shall permit inspections of its offices by the FBCTRA, or others when requested by the FBCTRA.

11. Appearance as Witness

If requested by the FBCTRA, or on its behalf, the Consultant shall prepare such environmental exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the FBCTRA and shall furnish competent expert environmental witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Consultant in courts regarding litigation matters are Additional Services and compensation will be paid in accordance with Section 2(b).

12. Compliance with Laws

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

13. Insurance

The Consultant shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth in Attachment C.

14. Indemnification

With respect to claims brought by third parties against either Consultant or the FBCTRA relating to the property or facilities with respect to which this Agreement pertains, Consultant and the FBCTRA agree as follows:

- a. **CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS THE FBCTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF CONSULTANT'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT; HOWEVER, CONSULTANT'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBCTRA OR STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBCTRA and Consultant are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings. It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand, or cause of action within 30 days after such third party claim, demand, or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense, and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Option to Terminate, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBCTRA and the Consultant agree to submit the dispute to mediation. In the event the FBCTRA or the Consultant desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the FBCTRA and 50 percent by the Consultant. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBCTRA under this Agreement, shall be delivered to the Fort Bend County Toll Road Authority, c/o Greenberg Traurig LLP, 1000 Louisiana St., Suite 6700, Houston, Texas, 77002, Attention James A. Hernandez, or at such other place or places as it may from time to time designate by written notice delivered to the Consultant. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Consultant under this Agreement shall be delivered to LJA Environmental Services, LLC, 14701 St. Mary's Lane, Suite 400, Houston, TX 77079, Attention: Susan Alford, REM, or such other place or places as the Consultant may designate by written notice delivered to the FBCTRA.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Consultant), whether or not it results from or involves any action or failure to act by the Consultant or any employee or agent of the Consultant and which arises in any manner from the performance of this Agreement, the Consultant shall send a written report of such accident or other event to the FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. The Consultant shall also immediately send the FBCTRA a copy of any summons, subpoena, notice, other documents served upon the Consultant, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Consultant's performance of work under this Agreement.

18. The FBCTRA's Acts

Anything to be done under this Agreement by the FBCTRA may be done by such persons, corporations, or firms as the FBCTRA may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBCTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the FBCTRA shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

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

23. Statutory Terms Applicable To State Political Subdivisions

a. Consultant certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

b. Consultant certifies and agrees that it is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153, Texas Government Code.

In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of FBCTRA may be obtained by contacting the FBCTRA's records administrator at (281) 500-6050.

24. Appendices

The Appendices attached to this Agreement, which consists of:

Attachment A	Scope of Services
Attachment B	Compensation for Scope of Services
Attachment C	Insurance Requirements

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts

FORT BEND COUNTY TOLL ROAD  
AUTHORITY, a Texas local government  
corporation

By: James D. Rice

Name: James D. Rice

Title: Chairman

CONSULTANT

By: \_\_\_\_\_

Name: Susan Alford, REM

Title: President

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIOVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID

DATE OF COMMISSIONERS COURT APPROVAL: November 6, 2025

AGENDA ITEM NO.: 12D

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts

FORT BEND COUNTY TOLL ROAD  
AUTHORITY, a Texas local government  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LJA ENVIRONMENTAL SERVICES, LLC  
CONSULTANT

By: Susan Alford \_\_\_\_\_

Name: Susan Alford, REM \_\_\_\_\_

Title: President \_\_\_\_\_

**APPROVED**  
*By Susan Alford at 2:27 pm, Sep 22, 2025*

**EFFECTIVE DATE**

THIS AGREEMENT IS EFFECTIOVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID

DATE OF COMMISSIONERS COURT APPROVAL: November 6, 2025

AGENDA ITEM NO.: 12D

**ATTACHMENT A  
SCOPE OF SERVICES  
(ENVIRONMENTAL STUDY SERVICES)  
SERVICES TO BE PROVIDED**

**TASK 001 PROJECT MANAGEMENT**

Berg♦Oliver will provide consulting services that will include but not be limited to the following: preparation of a job safety analysis, project coordination; communicating with the client to expedite completion of the project; determining and evaluating options with the client; attending meetings with the client, as necessary; and provide recommendations for site development.

**TASK 002 RIGHT-OF-ENTRY (ROE) COORDINATION/TRACKING**

Prior to performing any work outside of the City, County or State's right of way, Berg♦Oliver shall request right-of-entry (ROE) from public and private landowners to allow services (e.g., services, surveying services, geotechnical services) to be performed and shall request concurrence from the County. Berg♦Oliver shall prepare ROE permissions, which must be signed by the landowner. Letters or other materials seeking ROE must contain explicit reference to the kinds of activities for which ROE is requested and an indication of the impacts (if any) that will result from performance of these services. ROE permission letters will be provided to the Client for review prior to mailing out. It is anticipated that Berg♦Oliver will need to make extensive efforts for permission from various landowners (2nd attempts and possible phone calls). Berg♦Oliver shall not commit acts that will result in permanent damages to private property and shall make every effort to comply with the wishes and address the concerns of private property owners.

**TASK 003 WOTUS DELINEATION**

The objective of the delineation is to evaluate and document any portion of the site to be classified as a "Jurisdictional Water of the United States" as defined in 33 CFR 328 and subject to U.S. Army Corps of Engineers (USACE) jurisdiction. The delineation will be conducted according to the 2010 Regional Supplement to the Corps of Engineers (USACE) Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (v.2). The recent guidance and supplemental criteria have altered the primary determining factors for identifying waters of the United States. However, compliance with these criteria requires a significant increase in the documentation and scientific evaluation.

Delineation work will consist of the following tasks:

Task 1: Review of NRCS Soil Surveys: Task 1 will include a review of previously published soil data published by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), to determine the types of surface soils expected to be confirmed by on-site soil analysis.

Task 2: Review of Aerial Photographs: Task 2 will include a review of historical aerial color and black/white photographic enlargements for selected years. Infrared color photographs will be analyzed for the presence of wetland signature color distortions. Information for all photographic interpretation will be compared to locate recurring sites where wetland signatures are present.

Task 3: Site Reconnaissance for WOTUS Indicators.: Task 3 will include inspecting the property under the field procedures outlined in the Corps of Engineers Wetland Delineation Manual – Technical Report Y-87-1 by the USACE.

Transects are required for tracts greater than 5 acres in size, unless negotiated with the USACE to forego transects based on the homogeneous landscape and habitat type. If necessary, transects will be performed across the property, perpendicular to the nearest watercourse.

Samples of vegetation, soils, and hydrology indicators will be taken at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. Inspection of the property for evidence or lack of wetland hydrology will be performed at each sample area. Soil samples will be evaluated at each test site for their hydric and non-hydric characteristics. Non-hydric soils verify upland status and are as significant as hydric soils in the determination process.

Task 4: Demarcation of WOTUS Areas: Task 4 will include the marking of the jurisdictional wetland areas and/or the ordinary high-water mark for location Global Positioning System (GPS). Location of the areas by GPS survey using the USACE- Galveston District April 2016 Standard Operating Procedures for Jurisdictional Delineations using GPS and Geographic Information Systems (GIS) Tool and Technologies.

Task 5: Preparation of a Map Representing WOTUS Areas: The boundaries of all Section 10 and 404 waters/wetland limits within the property boundaries will be plotted on a scaled map. Each Jurisdictional area will be depicted with the following information: (1) size and shape; (2) surface area calculation (acres); and (3) combined total wetland and Jurisdictional Water area calculations for the entire subject tract. The final report submitted to the client from Berg ♦ Oliver will reflect the surveyed data from the GPS survey showing the location of the wetlands.

Task 6: Report Preparation: Task 6 will include the preparation of a final report. Upon completion of the site reconnaissance, data translation, and map preparation, a report will be completed, two copies of which will be given to the client. The report will include a discussion of methodology used to delineate the tract, site findings, copies of all historical information reviewed, such as U.S. Geological Survey topographical maps, NRCS soil survey maps, aerial photographs, site photographs, USACE routine data sheets, and a WOTUS Delineation map.

#### **TASK 004 CWA SECTION 404 PERMIT**

Scope of work for the preparation of a Clean Water Act (CWA) Section 404 Permit and submission to the USACE will follow the criteria set forth in 33 CFR 330 (Nationwide). A conceptual development plan including profiles must be provided by the client or the client's consulting engineer. Berg ♦ Oliver will utilize these plans to create the required permit submittal drawings in the USACE's preferred format. The USACE may request an alternatives analysis and best management practice information that must be provided to BOA from the client or consulting engineer.

Berg ♦ Oliver will perform the following under this task:

1. Draft and submit the Nationwide Permit application and support documents to the applicant/client for review prior to submittal to the USACE. (Berg ♦ Oliver must have written approval from the client authorizing BOA to submit the permit application to the USACE.)
2. Prepare the necessary data sheets and determination forms for verification by the USACE. It is suggested that a Preliminary Jurisdictional Determination be requested.
3. Attend four (4) on-site meetings with USACE and resource protection agencies.
4. Attend four (4) additional meetings with the USACE in Galveston.
5. Consult with the client, engineer, and land planner regarding the site development plan and alternatives.
6. Consult with the applicant regarding the Wetland Mitigation Plan and design, if deemed necessary. (If client chooses Berg ♦ Oliver can prepare the mitigation plan and design under Supplemental Agreement)

7. Assist the applicant/client in providing the USACE site-specific requested information and/or Revised Site Development Plan, if necessary.

**TASK 005 INTENSIVE CULTURAL RESOURCES SURVEY**

The proposed Fort Bend County Tollway Segment D project would involve construction of approximately 10.3 miles of roadway extending from County Road 36 at the western end and Farm-to-Market Road (FM) 762 (a.k.a. Ricefield Road) at the eastern end in Fort Bend County, Texas. The project area would involve predominantly new roadway construction with limited improvements within the existing rights-of-way of Psencik Road and Fairchild Road within a linear corridor ranging from 100.0 to 500.0 feet in width.

The proposed undertaking would be sponsored by Fort Bend County, a political subdivision of the state of Texas; as such, the project would fall under the regulatory jurisdiction of the Antiquities Code of Texas. In addition, the project may require the use of Nationwide Permits issued by the USACE under the CWA if the project would exceed the impact threshold associated with any “waters of the US.” In this case, those portions of the overall project area that fall within the federal permit area would also fall under the regulatory jurisdiction of Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended.

The Intensive Cultural Resources Survey will consist of desktop archival research, Texas Antiquities permitting, an intensive cultural resources survey (consisting of pedestrian walkover with systematic shovel testing), and production of a report suitable for review by applicable federal agencies and the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for the state of Texas. Cultural resources within the project area—including prehistoric and historic-age archeological sites, built aboveground historic-age resources, and cemeteries—will be recorded and their eligibility for inclusion in the National Register of Historic Places (NHPA) and for designation as State Archeological Landmarks (SAL) will be evaluated. Following approval of the technical report by applicable regulatory agencies, project records will be prepared for permanent curation at the Texas Archeological Research Laboratory (TARL)..

Major Tasks	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr
Project Management					
Right-of-Entry Coordination / Tracking					
Waters of the U.S. Delineation					
Species Habitat Assessment					
Phase I Environmental Site Assessment					
Cultural Resources Intensive Survey					
CWA Section 404 Permit					

Prime Provider: Berg Oliver Project: Segment D FBCTRA Project No. 101-1054		SUBTOTALS	Prime Provider	HOLLOWAY
FC 102 (110)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
FC 120 (120)	Total Labor Cost	\$ 252,335.00	\$ 212,135.00	\$ 40,200.00
	Other Direct Expenses	\$ 22,414.70	\$ 21,088.70	\$1,326.00
FC 130 (130)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
FC 145 (164)	Total Labor Cost	\$ -	\$ -	
	Other Direct Expenses	\$ -		
FC 160 (150)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
FC 160 (160)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
FC 160 (161)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
FC 160 (162)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
FC 160 (163)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
FC 160 (170)	Total Labor Cost	\$ -		
	Other Direct Expenses	\$ -		
<b>Grand Totals</b>		\$ 274,749.70	\$ 233,223.70	\$ 41,526.00

TASK DESCRIPTION	SR PM	PROJECT MANAGER	PROJ. COORD'R III / ASST. PM (NEPA)	PROJ. COORD'R II	FIELD LEADER	GIS ANALYST II	ADMIN II	PRINCIPAL-IN-CHARGE	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>SOCIA/ECON/ENVIRON STUDIES - FC 120 (120)</b>											
<b>ENVIRONMENTAL STUDIES &amp; PUBLIC INVOLVEMENT</b>											
Project Management	24	24	24						72	N/A	N/A
Right-of-Entry Coordination/Tracking	10	20	40			20			90	N/A	N/A
Waters of the U.S. Delineation (Including Wetlands)	4	25		45	45	8			127	N/A	N/A
CWA Section 404 Nationwide Permit	10	24	40	20		16			110	N/A	N/A
Intensive Cultural Resources Survey	93	276		276	72	34			751	N/A	N/A
Threatened & Endangered Species Assessment -- Conducted by Holloway									0	N/A	N/A
Phase I Environmental Site Assessment (ESA) -- Conducted by Holloway									0	N/A	N/A
<b>HOURS SUB-TOTALS</b>	141	369	104	341	117	78	0	0	1150	N/A	
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$280.00	\$190.00	\$175.00	\$165.00	\$130.00	\$165.00	\$100.00	\$285.00			
<b>TOTAL LABOR COSTS</b>	\$39,480.00	\$70,110.00	\$18,200.00	\$56,265.00	\$15,210.00	\$12,870.00	\$0.00	\$0.00	\$212,135.00		
% DISTRIBUTION OF STAFFING	12.26%	32.09%	9.04%	29.65%	10.17%	6.78%	0.00%	0.00%			
<b>SUBTOTAL - FC 120 (120)</b>									\$212,135.00		

OTHER DIRECT EXPENSES	UNIT	RATE	Maximum Cost	QUANTITY	
Lodging/Hotel - Taxes and Fees	day/person	35.00	35.00	49	\$1,715.00
Lodging/Hotel (Taxes/fees not included)	day/person	130.00	Current State Rate	49	\$6,370.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	60.00		62	\$3,720.00
Mileage	mile	\$0.70		6,066	\$4,246.20
UTV Rental/Use	per week	\$500.00		6	\$3,000.00
Photocopies B/W (11" X 17")	each	0.25	-		\$0.00
Photocopies B/W (8 1/2" X 11")	each	0.10	-	800	\$80.00
Photocopies Color (11" X 17")	each	1.25	-		\$0.00
Photocopies Color (8 1/2" X 11")	each	0.75	-	450	\$337.50
Color Graphics on Foam Board	per sq ft	4.00			\$0.00
Presentation Boards 30" X 40" Color Mounted	each	90.00			\$0.00
Written Translation Services	word	0.20			\$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing	500.00		1	\$500.00
TARL Site Form Fee	per site	110.00		6	\$660.00
TARL Records Curation Fee	per project	460.00		1	\$460.00
<b>SUBTOTAL DIRECT EXPENSES</b>					\$21,088.70

SUMMARY	TOTALS
TOTAL COSTS FOR PRIME ONLY	\$212,135.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$21,088.70
<b>GRAND TOTAL</b>	<b>\$233,223.70</b>

TASK DESCRIPTION	SR PM	SR. ENV SCIENTIST II	ENV SCIENTIST	ENV TECHNICIAN	GIS SPECIALIST	TECHNICAL EDITOR	ACCOUNT MANAGER	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>SOCIA/ECON/ENVIRON STUDIES - FC 120 (120)</b>											
<b>ENVIRONMENTAL STUDIES &amp; PUBLIC INVOLVEMENT</b>											
Project Management	4	32							36	N/A	N/A
Right-of-Entry Coordination/Tracking									0	N/A	N/A
Waters of the U.S. Delineation (Including Wetlands)									0	N/A	N/A
Threatened & Endangered Species Assessment - <b>HOLLOWAY</b>	4	48	16	16	24	4	4	4	120	N/A	N/A
Phase I Environmental Site Assessment (ESA) - <b>HOLLOWAY</b>	4	48	16	16	24	4	4	4	120	N/A	N/A
Intestive Cultural Resources Survey									0	N/A	N/A
CWA Section 404 Permit									0	N/A	N/A
<b>HOURS SUB-TOTALS</b>	12	128	32	32	48	8	8	8	276	N/A	
<b>CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)</b>	<b>\$330.00</b>	<b>\$160.00</b>	<b>\$120.00</b>	<b>\$75.00</b>	<b>\$140.00</b>	<b>\$150.00</b>	<b>\$125.00</b>	<b>\$75.00</b>			
<b>TOTAL LABOR COSTS</b>	<b>\$3,960.00</b>	<b>\$20,480.00</b>	<b>\$3,840.00</b>	<b>\$2,400.00</b>	<b>\$6,720.00</b>	<b>\$1,200.00</b>	<b>\$1,000.00</b>	<b>\$600.00</b>	<b>\$40,200.00</b>		
<b>% DISTRIBUTION OF STAFFING</b>	4.35%	46.38%	11.59%	11.59%	17.39%	2.90%	2.90%	2.90%			
<b>SUBTOTAL - FC 120 (120)</b>									<b>\$40,200.00</b>		

OTHER DIRECT EXPENSES	UNIT	RATE	Maximum Cost	QUANTITY	
Lodging/Hotel - Taxes and Fees	day/person	35.00	35.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person	130.00	Current State Rate		\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	60.00			\$0.00
Mileage	mile	50.70			\$0.00
Photocopies B/W (11" X 17")	each	0.25	-		\$0.00
Photocopies B/W (8 1/2" X 11")	each	0.10	-		\$0.00
Photocopies Color (11" X 17")	each	1.25	-		\$0.00
Photocopies Color (8 1/2" X 11")	each	0.75	-		\$0.00
Color Graphics on Foam Board	per sq ft	4.00			\$0.00
Presentation Boards 30" X 40" Color Mounted	each	90.00			\$0.00
Written Translation Services	word	0.20			\$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing	500.00			\$0.00
ASTM Database Report & Historical Aerial Photographs	each	1,026.00		1.00	\$1,026.00
Company Vehicle	day/person	100.00		3.00	\$300.00
<b>SUBTOTAL DIRECT EXPENSES</b>					<b>\$1,326.00</b>

SUMMARY	TOTALS
TOTAL COSTS FOR PRIME ONLY	\$40,200.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$1,326.00
<b>GRAND TOTAL</b>	<b>\$41,526.00</b>

## ATTACHMENT C

The Engineer shall furnish certificates of insurance to the FBCTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBCTRA with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/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 insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
  
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
  - \$2,000,000 general aggregate limit
  - \$1,000,000 each occurrence, combined single limit
  - \$2,000,000 aggregate Products, combined single limit
  - \$1,000,000 aggregate Personal Injury/Advertising Liability
  - \$50,000 Fire Legal Liability
  - \$5,000 Premises Medical
  
- c. 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.
  
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
  
- e. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

The FBCTRA and the FBCTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the FBCTRA and the FBCTRA's Directors, with the exception of insurance required under paragraph "e."

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2025-1359631

**Date Filed:**  
09/05/2025

**Date Acknowledged:**  
09/16/2025

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
LJA Environmental Services, LLC  
Houston, TX United States

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

**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.**  
FBCTRA Project No. 101-1054  
Environmental Services for Fort Bend Parkway Toll Road (Segment D)(Project No. 101-1054) from STA 1500+00 to STA 2041+00 (West of SH 36 to East of FM762)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	James, Ross	Houston, TX United States	X	
	Susan , Alford	Houston, TX United States	X	
	Russell, Brownlow	Austin, TX United States	X	
	Jay, Gardner	Corpus Christi, TX United States	X	
	David, Sherrill	David, TX United States	X	
	Jesse, Owens	Austin, TX United States	X	
	Keith, Morgan	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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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)