



SERVICES AGREEMENT

Houston Office
10245 West Little York Road, Suite 600
Houston, Texas 77040
Tel 281.617.3217 Fax 281.617.3227
Tax I.D. Number 860483317

This Services Agreement ("Agreement") is entered into as of the 24th day of March, 2020 between SWCA, Incorporated, an Arizona corporation that does business as SWCA Environmental Consultants ("SWCA"), and the client identified below ("Client") (or each entity individually "Party" and collectively "Parties"). SWCA and Client agree as follows:

BASIC TERMS

Client Information

Client (complete legal name): City of Seabrook, A Home Rule Municipality

Client's State of Incorporation/Organization:

Street Address: 1700 First Street

City: Seabrook

State: Texas

Zip Code: 77586

Main Client Contact Name: Ashish Patel

Email: apatel@seabrooktx.gov

Phone: 281.291.5671

Fax:

Send Invoices to Main Address / Billing Contact: Ashish Patel

Send Invoices via Email: apatel@seabrook.gov

Send Invoices to Alternate Billing Address (below)

Billing Contact:

Street Address:

City:

State:

Zip Code:

Phone:

Email:

Basic Project Information

Project Title: City of Seabrook Wastewater System Infrastructure Retrofit Project

Project Number: 060129

Project County: Harris County

Project Manager: Brian Mehok

Project City: Seabrook

Project State: Texas

Scope of Services

The services to be provided by SWCA ("the Services") are described as follows or in a document attached to this Agreement and referred to as the "Statement of Work" or "SOW" (which may be labeled as Exhibit A).

SWCA Proposal dated February 14, 2020; Exhibit A

Work Schedule

Estimated Start Date: The estimated date by which SWCA is expected to begin performing the Services ("Estimated Start Date") is as follows (check applicable box): as described in SOW or March 24, 2020.

Estimated Completion Date: The estimated date by which SWCA is expected to complete the Services ("Estimated Completion Date") is as follows (check applicable box): as described in SOW or March 24, 2021.

SWCA's Fees

The fees payable for the Services shall be as follows (check applicable box):

\$ "Fixed Fee, Not-to Exceed" basis for the Services described in the Statement of Work.

\$48,750.00 "Time and Materials, Not-To-Exceed", at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

\$ "Time and Materials" (estimated contract value; no ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

- \$ N/A "Time and Materials On-Call" at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ per unit, not to exceed \$ total contract value "Unit Fee Max" (eg: per day; with contract ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ per unit "Unit Fee On-Call" (eg: per day; estimated contract value; no ceiling).

Sales Tax (check applicable box)

- Sales Taxes are NOT included in the contract value specified above, if any (i.e., Sales Taxes will be billed to Client in addition to the specified contract value).
- Sales Taxes are included in the contract value specified above, if any.
- Sales Taxes not applicable.

Invoicing and Payment

Deposit: Client agrees to provide SWCA with a deposit of \$0.00 promptly upon Client's execution of this Agreement as an advance deposit towards payment of fees and any reimbursable expenses payable under this Agreement. If Client does not provide such deposit, SWCA may delay beginning work until such deposit is received or may terminate this Agreement by written notice to Client. The deposit may be applied to amounts currently due to SWCA and unpaid or SWCA may hold the deposit and apply it to the final invoice(s).

Reimbursement of Expenses: Client shall reimburse SWCA for expenses as described in the SOW and in SWCA's Rate Schedule which may be labeled as Exhibit B as referenced above.

Payment Terms: SWCA shall generally invoice Client monthly for services rendered (based on percentage of completion/hours expended, as applicable) and expenses incurred. Invoices are payable upon Client's receipt of the invoice and invoices become past due if payment is not received within thirty (30) days after the date of the invoice. Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

Manner of Payment: Unless a different manner of payment is requested by SWCA, payments are to be remitted as follows:

- *Preferred Payment Method:* ACH/EFT: Routing number – 071922777; Account number – 7811583501; Account Type – Business Checking; Bank Name – First American Bank; Location: - Carol Stream, Illinois. Submit remittance advice to payment@swca.com.
- *Alternate Payment Method:* Via check mailed to: P.O. Box 7217, Carol Stream, IL 60197-7217.

Acceptance

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may rescind this Agreement by written notice to Client.

Special Terms

In addition to the Basic Terms set forth above, and General Terms set forth below, the Parties agree to the terms set forth in the following Special Terms. In case of a conflict, the Special Terms shall take precedence.

Requirements of the RFP shall be incorporated and control.

SWCA, Incorporated

Client:

By: 
(signature)

By: _____
(signature)

Name: Brian Mehok

Name: _____

Title: Director, Natural Resources

Title: _____

Date: 3/24/2020

Date: _____

SERVICES AGREEMENT GENERAL TERMS

The following General Terms apply to the Services Agreement between SWCA, Incorporated ("SWCA") and the client identified in such Services Agreement ("Client"). References to the "Basic Terms" mean the terms set forth above the signature line in such Services Agreement. References to the "General Terms" mean the terms set forth below. References to this "Agreement" mean the Basic Terms together with the General Terms, including any "Special Terms" above the signature line. To the extent an SOW contains terms that are in addition to or different than these General Terms, the terms of the SOW shall govern.

1. Services

- 1.1 Scope of Services. Pursuant to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement ("Services") as set forth in the Basic Terms. Any reports and similar materials that SWCA is required to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. References in this Agreement to the "Project" mean the project to which the Services relate.
- 1.2 Subcontractors/Subconsultants. Use of subcontractors or other subconsultants by SWCA to perform the Services are subject to Client's approval. SWCA's obligations under this Agreement with respect to performance of the Services shall apply to any portions of the Services subcontracted by SWCA.

2. Work Schedule

- 2.1 Start of Work. SWCA shall use reasonable efforts to be ready to start work as of the Estimated Start Date, if any. Unless otherwise directed by Client, SWCA may start work before the Estimated Start Date where necessary or helpful for the prompt completion of the Services but an early start shall not change any Estimated Completion Date unless otherwise mutually agreed in writing.
- 2.2 Completion of Work. Time is of the essence. It is acknowledged that the Estimated Completion Date is an estimate and that SWCA shall not be responsible for delays caused by circumstances beyond SWCA's reasonable control. Client agrees to provide reasonable cooperation as necessary to enable the completion of Services.
- 2.3 Work Delays. It is acknowledged that this Agreement constitutes a commitment by SWCA to perform the Services and a commitment by Client to pay SWCA for the Services according to this Agreement, subject to the terms of this Agreement including terms allowing termination of this Agreement. Consequently, if Client directs SWCA not to start work or to suspend work or otherwise gives directions that restrict SWCA's performance of the Services, SWCA's following of such directions shall not limit SWCA's rights under this Agreement. Any Estimated Completion Date shall be extended to the extent of any delays caused by Client (e.g., delays due to requests by Client not to start work or to suspend work or due to Client's breach of this Agreement). In the event of cumulative delays in starting or continuing work of over 180 days that are caused by Client or otherwise due to circumstances beyond SWCA's reasonable control, SWCA may elect to terminate this Agreement by written notice to Client.

3. Changes in Scope of Services

- 3.1 Additional Services. Any services provided by SWCA for Client that are outside the scope of the Services under this Agreement (as defined in Section 1.1) shall constitute "Additional Services" under this Agreement (unless such services are the subject of a separate agreement executed by SWCA and Client in which event such services shall be governed by that other agreement). Additional Services provided by SWCA with Client's approval shall constitute "Approved Additional Services" and shall be part of the Services under this Agreement.
- 3.2 Payment for Additional Services. SWCA shall be entitled to additional compensation for Approved Additional Services on such terms as are agreed on by SWCA and Client. The following terms shall apply to Approved Additional Services unless otherwise agreed in writing by SWCA and Client: (i) SWCA shall be entitled to additional compensation for Approved Additional Services on an hourly basis at SWCA's then-current hourly rates for the services at issue, (ii) such additional compensation shall not count towards any not-to-exceed amount established as part as of the original pricing and payment terms, and (iii) SWCA shall be entitled to expense reimbursement from Client with respect to the Approved Additional Services on terms consistent with expense reimbursement terms applicable to the Services.
- 3.3 Reduction in Services. If Client desires to reduce the scope of the Services, Client shall provide written notice to SWCA of the proposed changes in the scope of the Services and of any corresponding changes proposed by Client with respect to SWCA's compensation and related terms. If SWCA gives Client written notice that SWCA

accepts such proposal, the terms of this Agreement shall be deemed amended in accordance with the accepted proposal.

- 3.4 Subpoena Related Additional Services. In the event SWCA is required to spend time in response to a subpoena or similar legal requirement ("Subpoena") arising out of a dispute or legal action involving Client, doing so will constitute Approved Additional Services. These terms do not apply to the extent the dispute or legal action includes claims asserted against SWCA and the Subpoena is in furtherance of those claims. SWCA shall be entitled to reimbursement from Client with respect to expenses incurred in connection with Approved Additional Services involving a Subpoena as described in this Section.

4. Standard of Service, Project Information and Deliverables

- 4.1 Standard of Service. SWCA shall perform the Services in accordance with the level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA's obligations with respect to the quality of the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all amounts due to SWCA with respect to the Services at issue. SWCA shall not be responsible for the quality of any partially completed Services in the event SWCA is prevented from completing the Services due to Client's breach or other circumstances beyond SWCA's reasonable control.
- 4.2 Project Information. SWCA shall be responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service set forth in Section 4.1. SWCA shall not be responsible for the accuracy of materials that were not prepared by SWCA (e.g., government records, materials provided by Client, third-Party maps and reports) except to the extent SWCA agrees in the SOW to be responsible for verifying the accuracy of those materials.
- 4.3 Deliverables. SWCA may condition delivery of Deliverables on payment for work relating to such Deliverables along with payment of any past due amounts owing to SWCA. Client's right to use any Deliverable is conditioned on Client's payment of all amounts due to SWCA.
- 4.4 Confidentiality. SWCA and Client shall use reasonable efforts to maintain the confidentiality of any non-public information relating to the other Party or the Project.

5. Payment-Related Terms

- 5.1 General Payment Terms. General payment terms are set forth in the Basic Terms. Except as expressly agreed by SWCA in writing, payment to SWCA shall in no event be withheld by reason of Client not receiving payment from a third-Party.
- 5.2 Fixed Fee and Not-To-Exceed Terms. Except where a fixed fee or a not-to-exceed amount is mutually agreed in writing, any fee quotes are non-binding estimates. If SWCA agrees to a fixed fee or a not-to-exceed amount based on inaccurate or incomplete information provided by Client or other circumstances that are not SWCA's fault and, as a result, the assumptions relied upon by SWCA for the originally agreed upon fee limit are materially affected, the Parties shall negotiate in good faith to determine appropriate modifications in pricing and related terms.
- 5.3 Late Payment. In the event Client fails to pay any amounts to SWCA when due, SWCA shall have the right to stop work after giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment ("Payment Default"), SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives all overdue amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable law. In the event SWCA and Client are Parties to more than one agreement under which SWCA is obligated to provide services and Client fails to pay any amounts to SWCA when due under one services agreement, SWCA may treat that as a failure to pay under other services agreements. Overdue amounts bear interest at the rate of 1.5% per month until paid. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any commissions payable to collection agencies) in connection with efforts to collect overdue amounts payable under this Agreement (including efforts to collect such attorneys' fees, court costs and other expenses).
- 5.4 Reimbursable Expenses. SWCA may, with Client's approval, use subcontractors to complete the Services. Client shall reimburse SWCA for costs incurred in connection with the Services as provided in this Agreement.

Subcontractor costs shall be subject to a 20% administrative fee and other costs shall be subject to a 15% administrative fee.

6. Term and Termination

- 6.1 Term of Agreement. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall remain in effect until the Services that are the subject of this Agreement are completed. Upon completion of the Services, this Agreement shall automatically terminate subject to survival of specified terms as described below.
- 6.2 Termination by Client for Breach by SWCA. In the event SWCA materially breaches this Agreement and does not cure such breach within ten (10) business days of receipt of a written notice from Client that describes the breach and the steps requested to cure, Client may terminate this Agreement by giving SWCA five (5) business days advance written notice of termination. Notwithstanding anything to the contrary herein, the City may terminate at any time, with or without cause upon written notice to SWCA.
- 6.3 Termination by SWCA for Breach by Client. In the event Client materially breaches this Agreement and does not cure such breach within ten (10) business days of receipt of a written notice from SWCA that describes the breach and the steps requested to cure, SWCA may terminate this Agreement by giving Client five (5) business days advance written notice of termination.
- 6.4 Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: In the event of termination of this Agreement where the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated by SWCA. In the event of termination of this Agreement where the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement and incurred prior to the effective time of termination.
- 6.5 General Termination Provisions. The termination rights provided in this Section 6 are in addition and without prejudice to other termination rights provided under this Agreement. In the event of termination of this Agreement, Client shall immediately deliver to SWCA all SWCA property that Client has possession or control of including any Deliverables that are not fully paid for. Upon termination of this Agreement, all provisions of this Agreement that expressly or by their nature continue in effect (e.g., payment terms, confidentiality provisions, liability limitations, indemnification obligations, and general terms) shall survive termination.

7. Remedies

- 7.1 Attorneys Fees. In the event of litigation arising out of, or relating to the subject matter of, this Agreement, the non-prevailing Party shall reimburse the prevailing Party for its reasonable attorneys' fees and expenses incurred in connection with such litigation.
- 7.2 Consequential Damages. Neither Party shall be liable for any consequential, incidental or special (including multiple or punitive) damages of the other Party arising out of the performance of this Agreement.
- 7.3 Section not used
- 7.4 Section not used.

8. Insurance

- 8.1 SWCA shall provide, pay for, and maintain in force at all time during the performance of the services insurance to protect itself from claims arising under Worker's Compensation; from claims for damages because of bodily injury including personal injury, sickness or disease or death of any person; from claims for damages resulting from injury to or destruction of property, including loss of use thereof; and from claims arising out of the performance of professional service.
- 8.2 SWCA shall provide, pay for, and maintain in force at all times during the performance of the services hereunder, insurance in compliance with the insurance coverage listed below.
- A. Workers' Compensation Insurance as may be required by all state and federal worker's compensation acts.
- B. Employers' Liability Insurance with limits of at least One Million Dollars (\$1,000,000).

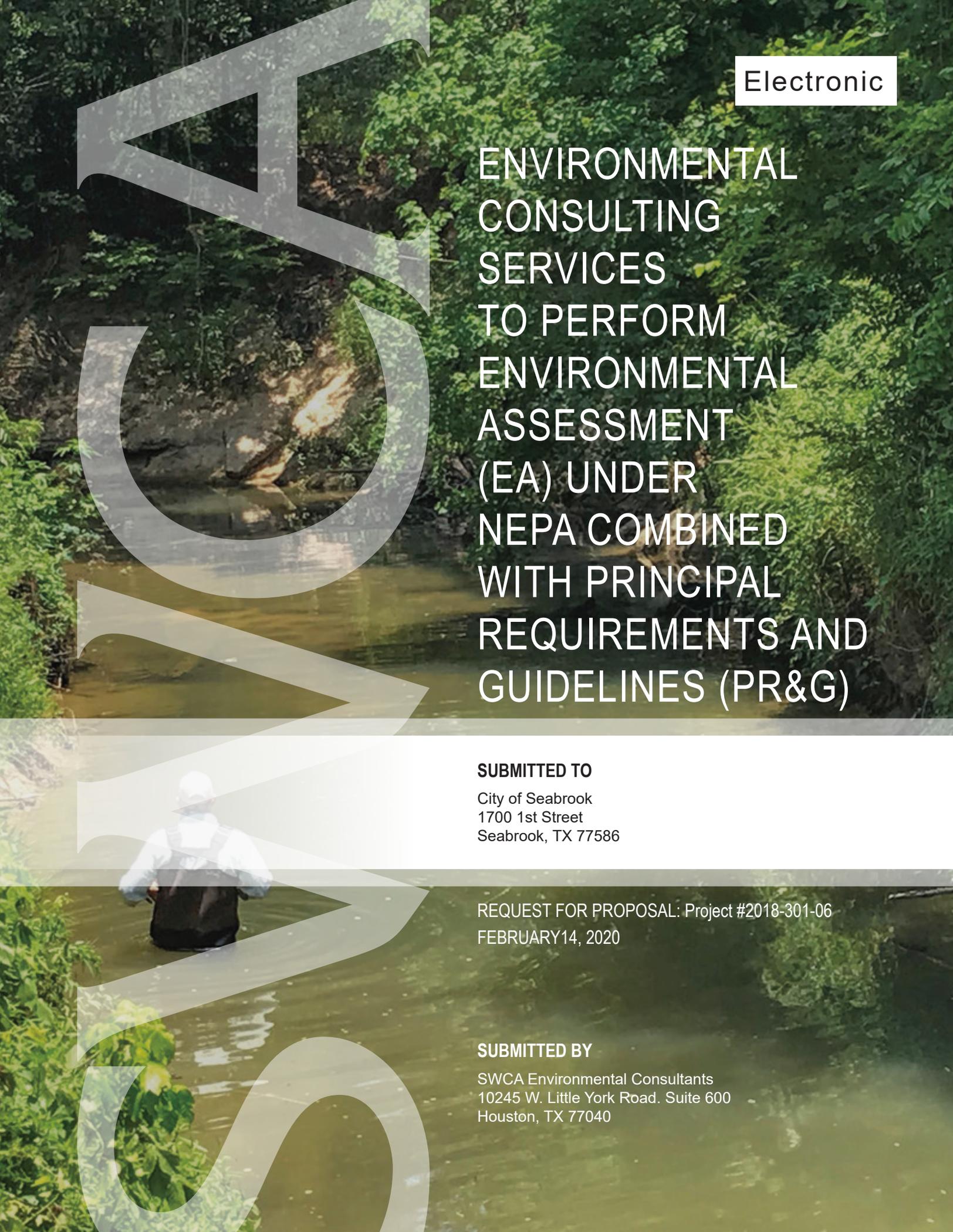
- C. Commercial General Liability Insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- D. Umbrella Excess Liability Insurance written as excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability, with limits of not less than Five Million Dollars (\$5,000,000) each occurrence, combined single limit.
- E. Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) per occurrence coverage for both bodily injury and property damage.
- F. Professional Liability Insurance with limits of liability of not less than Five Million Dollars (\$5,000,000) each claim/annual aggregate.

9. Additional Terms

- 9.1 Entire Agreement. This Agreement, including all applicable Statement(s) of Work, reflects the entire agreement of the Parties with respect to its subject matter. Any other documents and communications preceding execution of this Agreement (including any proposals and other preliminary documents) are hereby superseded and shall have no binding effect except to the extent the terms of such documents and communications are expressly designated by SWCA and Client in writing as constituting part of this Agreement. SWCA shall have no obligations under the terms of any other contracts (e.g., contracts between Client and a third-Party who has engaged the services of Client where Client is engaging the services of SWCA as a subcontractor/subconsultant), except to the extent SWCA has been provided a copy of those contract terms and SWCA has expressly agreed in writing to be bound by those terms, in which event only those terms that are applicable to the Services to be performed by SWCA shall apply.
- 9.2 Amendment; Waiver; Severability. No amendment to this Agreement or any waiver may be enforced against a Party unless the amendment or waiver is agreed to in writing by that Party. If a provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable.
- 9.3 Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or otherwise transferred without the written consent of the other Party, which consent shall not be unreasonably withheld. In the event Client does not pay any amounts payable to SWCA when due, SWCA may assign its payment rights and related rights under this Agreement to a collection agency or other third-Party.
- 9.4 Interpretation. The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. When used in this Agreement, the term "include" or "including" and similar terms shall be construed to mean "including but not limited to".
- 9.5 Governing Law. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of Texas, without regard to choice of law rules, or such laws as are otherwise identified as governing by mutual written agreement of the Parties. Jurisdiction and venue shall be exclusively in Harris County, Texas.
- 9.6 Notices. Notices and communications relating to the subject matter of this Agreement may be given and made by any reasonable means not inconsistent with this Agreement, including facsimile or email if reasonable in the circumstances.
- 9.7 Relationship. The relationship between Client and SWCA shall be that of independent contractors and not that of partners, joint venturers or otherwise.
- 9.8 Execution. This Agreement may be executed in counterparts and delivered by any reasonable means including facsimile or electronically. An executed Agreement delivered by facsimile or electronically shall be deemed an original for all purposes, but the Parties shall provide a duly executed original promptly upon request from the other Party.

EXHIBIT A – STATEMENT OF WORK

Electronic



ENVIRONMENTAL CONSULTING SERVICES TO PERFORM ENVIRONMENTAL ASSESSMENT (EA) UNDER NEPA COMBINED WITH PRINCIPAL REQUIREMENTS AND GUIDELINES (PR&G)

SUBMITTED TO

City of Seabrook
1700 1st Street
Seabrook, TX 77586

REQUEST FOR PROPOSAL: Project #2018-301-06
FEBRUARY 14, 2020

SUBMITTED BY

SWCA Environmental Consultants
10245 W. Little York Road, Suite 600
Houston, TX 77040



ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

10245 West Little York Road, Suite 600
Houston, Texas 77040
Tel 281.617.3217 Fax 281.617.3227
www.swca.com

February 14, 2020

City of Seabrook
Attn: Ashish Patel, Purchasing Coordinator
1700 1st Street
Seabrook, Texas 77586

**Re: Environmental Consulting Services to Perform Environmental Assessment (EA)
Under NEPA Combined with Principal Requirements and Guidelines (PR&G) / RFP Project #2018-301-06**

Dear Mr. Patel and City of Seabrook Selection Committee:

Navigating the environmental requirements of federally funded projects can be tricky. We, SWCA Environmental Consultants, have had a presence in Houston for 23 years, and have successfully navigated local communities in disaster recovery. We have established ourselves as ecology experts with the largest purely environmental consulting firm in Texas. Our Houston office, only one hour away from the City of Seabrook, is highly equipped to support you with Environmental Assessments (EA) under the National Environmental Policy Act (NEPA).

We have managed environmental services for various projects funded or seeking reimbursement under the Federal Emergency Management Agency Public Assistance and Hazard Mitigation Programs and Housing and Urban Development (HUD) Community Development Block Grant disaster recovery programs. Our recognized experience is highlighted by our current role as the primary Environmental Service Provider for the Texas General Land Office's Hurricane Harvey disaster recovery program. We have been a part of the process of helping rebuild communities with the following agencies:

- Harris County and various municipalities throughout the state on planning, compliance, restoration, and permitting projects involving multiple stakeholders including Fort Bend County Levee Improvement District (LID) #7; Fort Bend County LID #2; Harris County Flood Control District (HCFCD);
- Harris County Engineering Department;
- Texas General Land Office;
- Texas Department of Transportation;
- U.S. Army Corps of Engineers Galveston District; and
- the Cities of Houston, Hempstead, Deer Park, and Sugar Land.

Our experience conducting environmental compliance, natural resources management, and archaeological services includes, but is not limited to, stream assessments; wetlands and waters of the U.S. delineations; wetland evaluations; floodplains analysis; cultural resources constraints analysis; cultural resource field surveys; Section 404 Clean Water Act permitting; fish, wildlife, and vegetation studies; mitigation plans; and mitigation monitoring. We also provide stream restoration, ecologically-enhanced channel stabilization, and associated flood studies and maintenance dredging design for numerous local and regional municipalities.

Thank you for the opportunity to provide our qualifications. We look forward to working with the City of Seabrook. Please contact me at (281) 617-3217 if you have any questions regarding our qualifications.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Crow'.

Michael Crow, M.A., RPA
Vice President (Project Director)

A handwritten signature in blue ink, appearing to read 'Brian Mehok'.

Brian Mehok, B.S., CFM
Natural Resources Program Manager (Project Manager)

TABLE OF CONTENTS

C. STATEMENT OF PROJECT UNDERSTANDING	1
D. OFFICE LOCATIONS.....	2
E. FIRM OVERVIEW	2
F. SERVICE DELIVERY AND MEETING EXPECTATIONS	4
Subapplicant Meeting and Initial Site Visit	4
Preparation of Draft EA and PR&G AnALYSIS	4
Quality Assurance/Quality Control NEPA Process.....	6
Project Management	7
Cost Estimate	7
Assumptions	7
G. ORGANIZATIONAL CHART	8
Proposed Project Team	9
H. RESUMES OF KEY PERSONNEL.....	11
I. PROJECT EXPERIENCE.....	26
Constraints Analysis for Hurricane Harvey Disaster Recovery Project.....	26
Harris County Umbrella Wetlands and Stream Mitigation Bank	27
Texas General Land Office Hurricane Harvey CDBG-Disaster Recovery Programs	27
Little Cypress Creek Watershed Plan (Fluvial Geomorphology Study)	28
Harris County Toll Road Authority M124 Channel Improvement and Detention Basin Project	28
Fort Bend County lid #7 External Channel Restoration and Stabilization	29
Fort Bend County lid #2 Channel Improvements and permitting	29
K140 (Pillot Gully) Stream Restoration and Stabilization	30
M121 Channel and Detention Facility Project	31
J. FIRM CAPACITY	32
K. CONTRACT PERFORMANCE	32
L. PROJECT TIMELINE.....	32
M. RFP EXCEPTIONS	33
N. CONTRACT EXCEPTIONS.....	34

C. STATEMENT OF PROJECT UNDERSTANDING

SWCA Environmental Consultants (SWCA) understands that the City of Seabrook (the City) is proposing to undertake a Wastewater System Infrastructure Retrofit Project, Seabrook Project No. 2018-301-06, (hereafter referred to as the "Project"). The Project will be engineered to protect the city's wastewater treatment plant by ensuring critical facilities remain operable during significant weather events, thus providing service to residents and businesses during and after a storm.

In 2008, due to the low elevation of Seabrook's existing Wastewater Treatment Plant (WWTP), storm surge from Hurricane Ike rendered the WWTP inoperable. The damage prevented thousands of residents who had evacuated from the storm from returning home once the storm had passed and it was several months before the WWTP was fully repaired. The proposed Project intends to develop wastewater system infrastructure at a significantly higher elevation than that of the WWTP so that service to residents and businesses can be maintained during and after a storm. The Project will include a new wastewater facility located next to the Seabrook Public Works Complex on the northside of Seabrook.

The new facility will be named the Pine Gully Wastewater Treatment Plant (PGWWTP), will be built at a substantially higher elevation than the WWTP, and will be able to process 2.5 million gallons of wastewater per day, which is equivalent to the flow that is treated at the existing WWTP on Main Street. The location of the PGWWTP is less vulnerable from a storm surge than that of the WWTP, with a higher finished grade elevation and a further inland location. SWCA understands that the property where the plant will be located has been removed from the flood zone maps and is no longer identified as a special flood hazard area. Upon completion of the new facility, the existing facility on Main Street will be removed, and a wastewater lift station will be installed.

The Project is federally funded by the Texas Division of Emergency Management through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program. Authorization of FEMA grant funds are contingent on the Project's compliance with the Stafford Act, FEMA's National Environmental Policy Act (NEPA) regulations set forth in and 44 Code of Federal Regulations (CFR) 10, and other applicable Environmental and Historic Preservation (EHP) laws and executive orders.

The City is requesting environmental services from qualified Environmental Consulting Firms to perform an Environmental Assessment (EA) under the NEPA, combined with Principal Requirements and Guidelines (PR&G), which is FEMA mandate out of the Water Resources Development Act, for the Project. The environmental services requested by the City are to support FEMA's environmental review for compliance with the FEMA EHP requirements. To do this, SWCA will compile and review available published documentation, conduct primary surveys, and undertake assessments of environmental and socio-economic conditions in accordance with FEMA EHP requirements. These EHP requirements include but are not limited to

- National Environmental Policy Act,
- National Historic Preservation Act,
- Endangered Species Act,
- Executive Order (EO) 11988 – Floodplain Management,
- EO 11990 – Protection of Wetlands,
- EO 12898 – Environmental Justice, and
- Other federal, state, and local EHP requirements.

To aid completion of the EA and PR&G Analysis, SWCA will undertake the following:

- Subapplicant meeting and initial site visit
- Comprehensive desktop analysis of publicly available data.
- Agency consultation (i.e. State Historic Preservation Office [SHPO]) (as requested, SWCA will not contact the tribes directly due to their preference to be consulted at the federal level).
- Environmental Field Surveys include wetland and waters of the U.S. (WOTUS) delineations, Threatened and Endangered (T&E) habitat assessments, and a Phase I Environmental Site Assessment (if required, scope of work to perform these tasks is not included in this proposal).
- Cultural resources/archaeological desktop site file review and agency coordination.
- Perform an assessment under the NEPA.
- Perform analysis under the PR&G.

SWCA is proud to be an industry leader in environmental and ecological surveys, planning, and permitting. SWCA has worked with every USACE district, U.S. Environmental Protection Agency (EPA) region, and U.S. Fish and Wildlife Service (USFWS) region in the U.S. and is proud to have long-lasting, working relationships with these regulatory agencies, and based on our experience with FEMA and Housing and Urban Development HUD’s Community Development Block Grant (CDBG) funded/reimbursement programs, SWCA can provide the City of Seabrook with a full-service environmental team that can navigate them through the FEMA EHP review process. This includes

- being able to self-perform any environmental and cultural surveys required to assess resources that may be present within the project areas;
- inform the City on project design components that potentially can be refined to limit the need for more intensive surveys, agency coordination, permitting (e.g., Nationwide Permit vs. Individual Permit), or higher level of NEPA compliance documentation (i.e., designing the project to meet FEMA categorical exclusions [CE] versus an EA); and
- offer sound, scientific recommendations and technical reports to expedite the FEMA EHP review process.

A description of how SWCA will provide these services is provided in *Section F: Service Delivery and Meeting Expectations* of this proposal.

D. OFFICE LOCATIONS

Project support for this proposal will come from the SWCA Houston office with additional support from our three Texas offices—San Antonio, Austin, and Arlington, Texas.



E. FIRM OVERVIEW



SWCA was established in 1981 and has provided environmental planning, regulatory compliance, and natural and cultural resources management services to a variety of clients throughout the United States for more than 38 years. Originally founded by ecologist Dr. Steven W. Carothers on the principles of sound science and creative solutions for our clients, SWCA is now a 100% employee-owned firm.

SWCA is one of the largest consulting firms dedicated solely to natural and cultural resources and environmental planning in the Southeast and along the Gulf Coast. Our proximity to the City and considerable size of our workforce allow us to closely coordinate with the City, which includes attending in person meetings on short notice and quickly mobilizing field crews to the project area.

Our project team demonstrates extensive experience providing environmental services in support of Federal and Texas General Land Office (GLO) Disaster recovery and hazard mitigation programs, including most recently for Hurricanes Ike and Harvey. This includes serving as the Primary Environmental Service Provider for the Texas GLO for their Hurricane Harvey Housing and Infrastructure Disaster Recovery Programs. In addition, this project team has prepared numerous FEMA EAs for Public Assistance and Hazard Mitigation Grant Programs related to infrastructure repairs, replacements, and relocations and from Hurricanes Katrina, Rita, and Ike.

We have demonstrated experience working with government agencies and developing solutions to environmental issues throughout the Gulf Coast. Our team of environmental scientists and engineers have decades of combined experience in providing environmental services and analysis. Our team consists of environmental and cultural resource professionals who are experts in the fields of NEPA environmental document preparation, Clean Water Act (CWA)/Endangered Species Act (ESA)/Clean Air Act/National Historic Preservation Act (NHPA) compliance, waters of the U.S. and wetland impact analysis, archaeological and architectural assessments, biological and habitat assessments, utility corridor clearances, renewable energy on- and offshore, railroad and highway projects, and a variety of other undertakings. Our extensive experience with local, state, and federal regulatory agencies on such projects enables us to successfully and efficiently navigate the complex permitting process.

SWCA’s team for the Project will be managed from our Houston office by Mr. Brian Mehok as Project Manager (PM). Mr. Mike Crow will serve as Project Director, assuring that the City and Mr. Mehok receive any and all resources that SWCA has to deliver this project. Their contact information (**Table 1**) follows.

Table 1. Primary contact information.

PRIMARY CONTACT & TITLE	ADDRESS & TELEPHONE NUMBER
Mike Crow, M.A., RPA <i>Vice President, Gulf Coast (Project Director)</i>	10245 West Little York Road, Suite 600 Houston, TX 77040; 281.617.3217
Brian Mehok, B.S., CFM <i>Natural Resources Program Director (Project Manager)</i>	10245 West Little York Road, Suite 600 Houston, TX 77040; 281.617.3217

SWCA FACTS

- ✓ 1,100 employees
- ✓ 36 offices nationwide
- ✓ 4 Texas offices in Houston, Austin, San Antonio, and Arlington
- ✓ Houston office with 100 employees

F. SERVICE DELIVERY AND MEETING EXPECTATIONS

SWCA understands that the City of Seabrook is seeking to undertake a Wastewater System Infrastructure Retrofit Project to include a new Wastewater Treatment Plant. SWCA proposes to prepare an EA and PR&G analysis in accordance with FEMA's regulations. Based on our experience, SWCA understands that the PR&G analysis is performed in concert with the development of the EA, and its findings and implementation measures are documented in the EA.

For the purpose of developing our approach, SWCA has divided the Project into the following subtasks.

SUBAPPLICANT MEETING AND INITIAL SITE VISIT

SWCA will coordinate with the City and their design engineers to initiate a project kick-off meeting. The purpose of the meeting will be to:

- discuss procedural requirements of the NEPA and applicable EHP laws and EO compliance;
- confirm the full scope of the proposed project, including locations and methods to be employed in project implementation;
- discuss obtaining site-specific information from the City, including any engineering or environmental studies that have been performed to date;
- discuss project alternatives that have been or are being considered;
- identify project information required for development of the Project's EA; and
- establish a communications protocol.

The meeting will also include a discussion of the projected schedule for completing the EA process, including field investigations and development of the EA deliverable.

Following the project kick-off meeting, SWCA will conduct an initial site visit and general reconnaissance of the project area. The purpose of the site visit will be to assess the existing resources in the project area, document site conditions via digital photographs, and determine whether extant infrastructure will present any unusual constraints during project construction. This site visit will also serve to identify the need for more intensive surveys or assessments that may be required for project authorization. SWCA assumes that representatives at the meeting and site visit will include a City representative and your engineers.

PREPARATION OF DRAFT EA AND PR&G ANALYSIS

The Draft EA will be based on information obtained during the project kick-off meeting and initial site visit, information from the project application, literature search, and an evaluation of the potential environmental effects of the alternatives retained for analysis. In addition, the contractor will contact federal, state, and local agencies, as appropriate, via letters and/or telephone calls to obtain relevant information and agency reviews of the potential environmental effects of the alternatives.

The Preliminary Draft EA will contain the following sections:

- Introduction (background, history, and purpose and need)
- Project Alternatives (including both those dismissed from consideration and those retained for analysis)
- Affected Environment and Environmental Consequences
- Summary
- Agencies Consulted

- References
- List of Preparers
- Public Notice

As outlined above, in conjunction with the preparation of the Draft EA, SWCA will perform the PR&G Analysis. Based on information provided during the project kick-off meeting, SWCA will determine the level of analysis required to comply with FEMA’s PR&G guidelines. SWCA assumes that the City of Seabrook has already determined that the project exceeds the minimum thresholds on federal funding (greater than \$10,000,000) requiring either a standard or scaled analysis. For scoping purposes, SWCA assumes that a scaled analysis will be performed as the proposed project is not likely to have extensive impacts to the watershed. The **Table 2** (below) outlines how the PR&G analysis is integrated into the EA document.

Table 2. Outline of how the PR&G analysis is integrated into the EA document.

FEMA EA CHAPTERS	CORRESPONDING PR&G ANALYSIS
Introduction and Purpose and Need	Purpose and Need
Alternatives	Alternative Formulation and Evaluation
Affected Environment and Impacts	Identifying Existing Conditions Project Future Conditions Alternatives Impacts Evaluation
Impacts Summary Matrix	Comparison of Effects and Alternatives

SWCA assumes that all project design drawings and engineering reports, including hydrologic and hydraulic analysis, for the proposed project and alternatives will be provided for inclusion in the EA and PR&G analysis. These reports will serve to complete the introduction, purpose and need, and alternative formulation for the Draft EA and PR&G analysis.

Project Site Investigations

Preliminary site investigations will be conducted by qualified biologists and cultural resource staff to identify the environmental setting of each project and determine the need for more intensive surveys for consultation and project authorization from applicable federal, state, and local resource agencies. SWCA has not included a scope of work or costs to complete any necessary wetland delineations, cultural resource surveys, and Phase I Environmental Site Assessments that may be required. Upon completion of the preliminary site investigation, SWCA will notify the City of the need of any additional field surveys that may be required to complete the Draft EA, and provide a proposal to complete those surveys if necessary. SWCA assumes for up to 1 day to conduct the preliminary site visits.

Agency Coordination

SWCA will evaluate resources within the project areas and identify federal, state, and local resource agencies that require project review and will draft agency letters for review. At a minimum, each project will require a compliance review with Section 106 of the NHPA, as amended, and Section 7 of the Endangered Species Act. Coordination with FEMA Environmental and Historic Preservation staff may be required to complete these consultations as Section 7 and Section 106 consultations are typically performed between federal agencies. SWCA’s approach to these consultations is provided below.

Section 106 Consultation. Information from the project description, a desktop cultural resource review, and background research will be used to compile a formal Section 106 Consultation Initiation Letter that defines the proposed project, the area of potential effects (APE), the lack of aboveground historic properties in the APE, and the proposed approach for the archaeological investigation. The letter will be accompanied by a map of the project area,

and any photographs or design specifications made available. A Draft Section 106 Consultation Initiation Letter will be provided to the City or FEMA for signature and delivery to the Texas Historical Commission (the SHPO) and other consulting parties, including relevant Native American Tribes, as identified by FEMA.

Section 7 Consultation. SWCA will utilize the site observations and background research to make a determination of no effect, not likely to adversely affect, or likely to adversely affect federally-listed species. SWCA assumes that the project would have a determination of “no effect” or “not likely to adversely affect” protected species. SWCA will draft a Section 7 consultation for FEMA review and concurrence with SWCA’s findings. Projects with a determination of “no effect” will not require formal consultation with USFWS. A conclusion or finding of “may affect, likely to adversely affect” by an action agency and the USFWS; or if USFWS does not concur with FEMA’s finding of “not likely to adversely affect” determination, then “formal consultation” is required between FEMA and the USFWS. Formal consultation results in the USFWS issuing a biological opinion as to whether or not the action, as proposed, will jeopardize the continued existence of any listed species.

Public Notices

SWCA will evaluate if the project is located within or has the potential to impact the floodplain or wetlands for compliance with EO 11988: Floodplain Management and EO 11990: Protection of Wetlands. As applicable and pursuant to 44 CFR 9.6, SWCA will conduct the steps outlined in FEMA’s Eight-Step Decision Making Process (44 CFR 9.6) for evaluating projects within the floodplain and potential impacts to wetlands. As part of this process, SWCA will prepare a Draft Public Notice that will inform the public that the City of Seabrook and FEMA are considering funding a project that involves construction in a designated floodplain and/or has the potential to effect wetlands. SWCA will submit the Draft Public Notice for review and comment. Upon approval, SWCA will coordinate with the City of Seabrook for the publication of the Public Notice in the local newspaper. SWCA assumes the publication costs for all public notices required will be incurred by the City of Seabrook. SWCA would provide final versions of the notice to the City of Seabrook for publication.

FEMA’s Eight-Step Decision Making Process will require a Final Public Notice documenting the project’s alternative analysis and findings. This final notice is typically combined the notification to the Public of the Draft EA and proposed Finding of No Significant Impact (FONSI). The Public Notice will inform the public that the Draft EA is available, how to access the document, and the deadline for submitting comments. A 30-day public comment period for the Draft EA will commence upon publication of the Public Notice in the local/regional newspaper.

Preparation of the Final EA and Finding of No Significant Impact

After the 30-day public comment period for the Draft EA has closed, SWCA will prepare the Final EA. SWCA will incorporate comments from the public or FEMA into the Final EA as appropriate. Along with the preparation of Final EA, SWCA will prepare a FONSI that summarizes the EA findings and mitigation measures implemented to achieve a FONSI determination. The FONSI will be set up for signature by the City of Seabrook.

QUALITY ASSURANCE/QUALITY CONTROL NEPA PROCESS

SWCA’s project quality management consists of two ongoing and integrated processes: quality assurance and quality control (QA/QC). QA/QC is used to verify that appropriate processes are used in the EA development and that deliverables meet the completeness and correctness criteria established. QA/QC activities consist, in part, of a structured review process using agreed-upon templates, checklists, and style sheets. Reviews serve as quality checkpoints for project deliverables.

In some cases, these reviews are also decision points to determine whether the quality of a deliverable is sufficient to proceed with the next phase of the project. Our team believes in continuous QA/QC, rather than “end of the line” QA/QC. Initially, there will be a NEPA sufficiency review to ensure that all documents meet Council on Environmental

Quality and NEPA requirements. Another layer of review occurs as draft sections are reviewed by senior scientists or resource specialists for technical content. Our internal reviews focus on resource-specific methodology, analyses, data adequacy, logic, and conclusions. Brian Mehok, the project manager, is integral in each level of review.

Before we submit our reports, technical edits are performed to ensure clarity, accuracy, consistency, and correct grammar and spelling. Every report, regardless of size, will be reviewed by an SWCA technical editor. Documents are formatted for agency compliance, to include readability, graphics placement, and overall appearance. GIS maps, banners, and other figures go through similar processes, resulting in color graphics that are effective and attractive. SWCA's comprehensive QA/QC process helps minimize rework, reducing the risk of missed milestones and budget overruns. Typically, at least 5% of project time is devoted to QA/QC activities.

PROJECT MANAGEMENT

SWCA has included project management time to cover weekly project communications, teleconference meetings with the project team, and budget tracking and invoicing. Project management time also includes the following:

Weekly Update Telecon. SWCA will initiate a weekly email to the City of Seabrook updating work performed to date and adherence to schedule milestones. SWCA assumes up to 26 weeks for project activities.

Records of Conversations. SWCA will prepare and maintain records of telephone conversations conducted in support of this study. These records will be provided along with EA report.

Meeting Minutes. SWCA will take minutes at all meetings held in conjunction with this study. Meeting minutes will be typed and distributed to the City of Seabrook, within 7 calendar days following the meeting.

COST ESTIMATE

SWCA will perform these services on a time and materials, not-to-exceed basis for the estimated cost of **\$48,750**, and in accordance with the terms and conditions of a mutually agreeable contract.

ASSUMPTIONS

- SWCA assumes that the City of Seabrook will supply all required supporting information, including an accurate description of the project with technical descriptions, as needed to fully characterize each alternative.
- SWCA will not need to develop project alternatives or conduct any feasibility assessments to support the development of project alternatives.
- SWCA attend one project kick-off meeting.
- SWCA assumes for one round of environmental comments and questions for the Draft EA.
- Comments on both the internal and draft EA will not require significant changes to the EA.
- No environmental and cultural field surveys or permitting are included.
- Does not include any in-person agency meetings.
- SWCA assumes that no supporting technical reports (e.g., biological assessment, field survey reports, or environmental permitting) will be required as part of this phase of the project.
- SWCA assumes that no more than 10 consultation letters will be sent to agency and tribal representatives with interests in the project area, and further assumes that no meetings with agencies or tribal groups will be necessary.

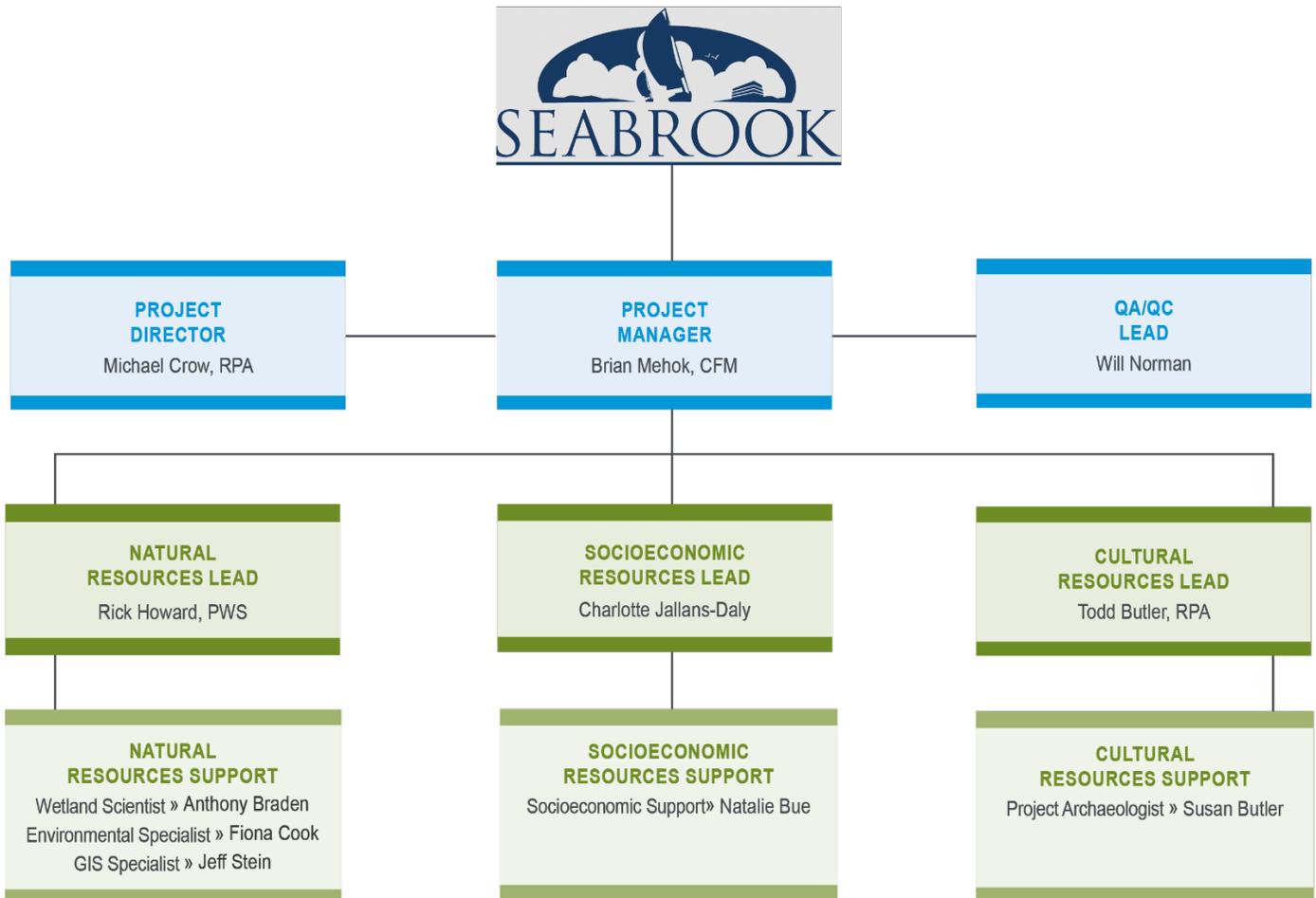
- The City of Seabrook will be responsible for publication fees associated with submission of the initial and final public notices.

G. ORGANIZATIONAL CHART

Our leads for the proposed project execution team (see **Figure 1**, following page) understand large-scale linear projects, the potential regulatory challenges associated with these types of projects, and the need for interagency permitting/compliance strategies. Our team will proactively consider how federal agencies and the City’s obligations interact under the ESA, CWA, Rivers and Harbors Act, NEPA, and NHPA. SWCA’s permitting/compliance strategies allow for a forward-thinking and unified approach to project permitting.

Together our team has completed several drainage, water, and environmental permitting projects throughout Texas. The team has extensive experience working with the regulatory agencies in the region; therefore, we know what to expect and proactively identify solutions to challenges. Because of our team’s aptitude to mitigate risks, we have successfully completed projects on schedule and within budget.

Figure 1. Project Organizational Chart. The SWCA team consists of a Project Management Team and senior resource leads highly experienced in environmental resource and permitting projects throughout the state of Texas. The team is configured to manage all aspects of the project efficiently and effectively.



PROPOSED PROJECT TEAM

Under the direction of Brian Mehok (PM), each team member will have a defined role with clear responsibilities, authority, and accountability for their assigned tasks. As part of the project execution team, Project Director Mike Crow will provide critical oversight of the application, project implementation, and quality control, and ensure that Mr. Mehok has the necessary resources to successfully complete the project.

Table 3 (below) provides a summary of roles, capabilities, and expertise for our key project team members that will be responsible for meeting performance objectives for the Project. These personnel, along with support staff, as necessary, will be committed to the City throughout the project’s duration. **We do not anticipate needing any subcontractors for the project, as SWCA has the necessary depth and expertise to conduct all required tasks under this contract.** More details on our team’s individual experience are in **Section H** (page 11).

Table 3. Project Execution Team. A brief overview of the depth and breadth of our experience and expertise.

STAFF NAME AND ROLE	CAPABILITIES AND EXPERTISE
Mike Crow, M.A., RPA <i>Project Director</i>	<ul style="list-style-type: none"> Regulatory permitting/consulting/compliance Cultural resources assessments and archaeological surveys Section 106 and NHPA compliance Wetland delineations and determinations, Section 404 permitting Project management
Brian Mehok, B.S., CFM <i>Project Manager</i>	<ul style="list-style-type: none"> Wetland delineations and determinations NEPA compliance Natural resources management planning, logistics, and coordination Regulatory permitting, Individual Permit and Nationwide Permits (NWP) Floodplain permitting (local and county) Regulatory compliance Information systems positioning systems aspects of filing, including drafting of various resource reports
Will Norman, M.S. <i>QA/QC Lead</i>	<ul style="list-style-type: none"> NEPA Planning and Compliance Section 404 Permitting Regulatory Compliance Coastal restoration and flood protection Large/complex program/project management Adaptive management Coastal resiliency and green infrastructure
Todd Butler, M.A., RPA <i>Cultural Resources Lead</i>	<ul style="list-style-type: none"> Cultural resources assessments and archaeological surveys NHPA Section 106 and Antiquities Code regulatory compliance Stream and riverbank cultural resources project experience
Charlotte Jallans-Daly <i>Socioeconomic Resources Lead</i>	<ul style="list-style-type: none"> Socioeconomic assessment Environmental Justice (EJ) assessment Land use and landscape assessment Tourism and Recreation Transportation assessments Stakeholder engagement and public consultation Water resources

STAFF NAME AND ROLE	CAPABILITIES AND EXPERTISE
Rick Howard, M.S., PWS <i>Natural Resources Lead</i>	<ul style="list-style-type: none"> • Aquatic resources surveys and permitting (NWP and Individual Permit) • CWA permitting and compliance • Wetland mitigation banking • Aquatic and biological resources surveys • Natural resources logistics and coordination
Susan Butler, M.A., RPA <i>Project Archaeologist</i>	<ul style="list-style-type: none"> • Cultural resources assessments and archaeological surveys • NHPA Section 106 and Antiquities Code regulatory compliance • Flood control project experience
Anthony Braden, M.S. <i>Wetland Scientist</i>	<ul style="list-style-type: none"> • Regulatory permitting/consulting/compliance • CWA NWP • Aquatic resources surveys, permitting, and mitigation planning • Natural resources management planning, logistics, and coordination • USACE Operations Section 408 permit/review coordination
Fiona Cook,, B.S. <i>Environmental Specialist</i>	<ul style="list-style-type: none"> • Wetland delineations and determinations • Threatened and endangered species surveys • Mitigation and Monitoring
Natalie Bue <i>Socioeconomic Support</i>	<ul style="list-style-type: none"> • Socioeconomic assessment • Ecological assessment
Jeff Stein <i>GIS Specialist</i>	<ul style="list-style-type: none"> • GIS / spatial analysis (Esri®) • GPS technology • Esri® Model Builder • Large-scale pipeline data management

EXHIBIT B – RATE SCHEDULE

2020 LABOR CATEGORIES AND BILLING RATES

Principals & Project Management Staff

Project Manager III.....	\$89.00	Project Manager IX.....	\$153.00
Project Manager IV.....	\$99.00	Project Manager X.....	\$171.00
Project Manager V.....	\$109.00	Project Manager XI.....	\$187.00
Project Manager VI.....	\$119.00	Project Manager XII.....	\$205.00
Project Manager VII.....	\$131.00	Principal-in-Charge.....	\$285-398
Project Manager VIII.....	\$142.00		

Consulting Services

Cultural Resources	Air Quality
Environmental Resources	Graphics / Media Production
Paleontology	GIS / CADD Resources
Scientific Resources	Technical Writing / Editing
Planning Resources	Principal Investigator
Information Technology	Training / Facilitating

Specialist I.....	\$67.00	Specialist IX.....	\$153.00
Specialist II.....	\$79.00	Specialist X.....	\$171.00
Specialist III.....	\$89.00	Specialist XI.....	\$187.00
Specialist IV.....	\$99.00	Specialist XII.....	\$205.00
Specialist V.....	\$109.00	Subject Matter Expert.....	\$210-324
Specialist VI.....	\$119.00		
Specialist VII.....	\$131.00	Technician I.....	\$47.00
Specialist VIII.....	\$142.00	Technician II.....	\$55.00

Administrative

Administrative I.....	\$42.00	Administrative V.....	\$89.00
Administrative II.....	\$53.00	Administrative VI.....	\$101.00
Administrative III.....	\$66.00	Administrative VII.....	\$113.00
Administrative IV.....	\$77.00	Administrative VIII.....	\$125.00

Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state.

A communication/data fee is invoiced at a rate of 3% of labor to cover such expenses (i.e.: cell phones, data plans, faxes, etc.).

Overtime is invoiced at 1.2 times standard rates.

Per Diem is billed at the GSA rate in place at the time of billing. Mileage is billed at the IRS mileage rate in place at the time of billing.