

Revised Date: March 12, 2025

[Original Date: March 7, 2025]

Veronica Van Horn
Legal Services Manager
722 Moody Ave., 2nd Floor
Galveston, TX 77550
409-770-5562 Direct
409-770-5560 Fax

veronica.vanhorn@co.galveston.tx.us

**Re: Proposal No. Q-25076.01.03
Children's Center
1424 45th Street
Galveston, TX 77550**

Dear Ms. Van Horn:

Pursuant to our recent meeting at the Commissioners' Court on February of 2025, and your request, ERC Environmental & Construction Services, Inc. (ERC) is pleased to provide the following proposal for Environmental Services for the above reference project.

General Scope of work

- Virtual meeting with TCEQ to select the appropriate program (IOP, VCP, CAP, or PST) for the subject property. At that time TCEQ will assign a **Project Number** and open a file for the project. This step is needed so we can provide TCEQ our reports and findings and start our discussion;
- Prepare appropriate reports and submit them to TCEQ for their evaluations and recommendations for the future steps ;
- Combine with the above report, results of the Phase I and Phase II(two rounds) conducted by ERC with our conclusion and recommendations; and
- Await their review and response. We expect TCEQ would response between 30 – 45 days after submission of our report.

Fee schedule for this Task will be as follow:

TCEQ Report Preparation

| | | | | |
|------------------------------|---------|------------|---|------------|
| Admin Set up | 16 hrs. | \$70.00 | = | \$1,120.00 |
| TCEQ Application fee | 1 each | \$1,500.00 | = | \$1,500.00 |
| 'Professional Geologist (PG) | 30 hrs. | \$ 110.00 | = | \$3,300.00 |
| 'Professional Engineer (PE) | 15 hrs. | \$ 165.00 | = | \$2,475.00 |

Total **\$8,395.00**

Schedule for Task I Project

We anticipate the following schedule for completion of Task I after receiving the Notice to proceed from the client.

| | | |
|-----------------------------------|---|------|
| Planning & Schedule | 5 | Days |
| Result Review and Draft Report | 2 | Days |
| Final Report & Delivery to Client | 5 | Days |

Total Number of Days Estimated 12 Days

Our team of professionals normally schedule their work between the hours of 8:00am to 5:00pm. In certain circumstances, work can be scheduled after hours.

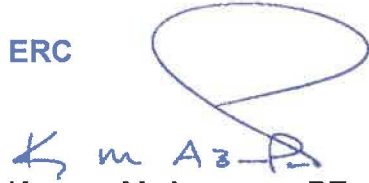
Our services are invoiced monthly or upon completion of a specific phase. If this proposal is acceptable to you, please sign the enclosed proposal acceptance sheet and return it to our office at your earliest convenience OR issue a Purchase Order to ERC for this work. This proposal is valid for 30 days from the proposal date unless extended in writing.

We appreciate the opportunity to provide professional environmental services to **Galveston County**. Should you have any questions or require any additional information, please do not hesitate to contact our office at your convenience.

Client Initials AA

Respectfully submitted,

ERC

A handwritten signature in blue ink, appearing to read 'K m Azarpour', with a large, loopy flourish above the name.

Kommy M. Azarpour, PE
President

Encl. Proposal Acceptance Sheet
Terms and Conditions

xc: - File

Client Initials 

PROPOSAL ACCEPTANCE SHEET

| | | | |
|---|--|--|--------------|
| Project Name/Location: | Children's Center - 1424 45th Street | | |
| Proposal No.: | Q-25076.01.03 | | |
| Date: | March 7, 2025 | | |
| Client Name: | Galveston County | | |
| Attn: | Veronica Van Horn | | |
| Client Address: | 722 Moddy Ave. | | |
| | 2nd Floor | | |
| City, State, Zip: | Galveston, TX 77550 | | |
| Phone: | 409-770-5562 | Fax: | 409-770-5560 |
| Cell Number: | | | |
| Email Address: | veronica.vanhorn@co.galveston.tx.us | | |
| Consultant: | ERC ENVIRONMENTAL & CONSTRUCTION SERVICES, INC. | | |
| ERC Project Manager: | KOMMY M. AZARPOUR, MAC, AIC, CAPM, PE | | |
| Address: | 1017 Blackhaw | | |
| City, State, Zip: | Houston, TX 77079 | | |
| Phone: | 713-290-9444 | Cell | 713-805-1059 |
| Email Address: | Kazarpour@erc-tx.com | | |
| <p>Special Instructions: <u>Upon acceptance, please sign this Proposal Acceptance Sheet, initial where indicated, and return the proposal, the proposal acceptance sheet, and the Terms and Conditions to our office. Retain the original proposal, terms and conditions, and a copy of the Proposal Acceptance Sheet for your file -- Thank You!</u></p> | | | |
| <p>THE TERMS AND CONDITIONS OF THIS PROPOSAL, INCLUDING THE CONTRACT TERMS AND CONDITIONS ATTACHED ARE:</p> | | | |
| <p>ACCEPTED THIS <u>31st</u> DAY OF <u>March</u>, 20<u>25</u></p> | | | |
| PRINT OR TYPE INDIVIDUAL, FIRM OR CORPORATE BODY NAME: | | Galveston County | |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE: | |  | |
| PRINT OR TYPE NAME OF AUTHORIZED REPRESENTATIVE AND TITLE: | | Mark Henry, County Judge | |

TERMS AND CONDITIONS OF THE CONTRACT

1. TYPE OF WORK

Work performed under this Contract is the work specified in the attached accepted proposal.

2. BILLING AND PAYMENT

Unless otherwise indicated in the proposal, all billings are based on actual accrued time, test costs, and expenses in accordance with the fee schedule attached to the proposal. CLIENT agrees to pay invoice upon receipt. CLIENT agrees to pay invoice upon receipt, except CLIENT may withhold any retain age or other sums required to be withheld by an owner pursuant to the mechanics lien laws. If the CLIENT has objections to any part of the invoice submitted by ERC, the CLIENT has a duty to submit written objections, giving his reasons within 14 days of receipt of invoice.

3. PROJECT TERMINATION

Should the project be terminated in whole or in part, this CONTRACT shall be treated as a DIVISIBLE CONTRACT and payment shall be rendered for services performed prior to ERC's receiving or issuing written notices of such termination. In addition, to payment for services rendered, CLIENT agrees to pay ERC's reimbursement expenses and any reasonable shut down costs incurred. Shut down costs is defined to include completion of analyses and records necessary to document files and protect our professional reputation.

4. STANDARD OF CARE

ERC, as independent consultant, agrees to provide CLIENT the services set forth in the PROPOSAL for the CLIENT'S sole benefit and exclusive use.

Professional services include: findings and recommendations prepared in accordance with and in the manner consistent with those principles, techniques, and practices applicable to the work and service which are generally accepted or deemed appropriate by members of the profession practicing under similar conditions.

5. PUBLIC LIABILITY

ERC maintains Worker's Compensation and Employer's Liability Insurance, for its employees, which exceeds limits required by state law. In addition, ERC maintains General Commercial Liability and Errors and Omissions Insurance. A Certificate of Insurance can be supplied evidencing such coverage.

ERC IS NOT LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE, AND/OR LIABILITY BEYOND THE AMOUNTS, LIMITS, COVERAGE, AND/OR CONDITIONS OF THE INSURANCE SPECIFIED ABOVE.

6. CLAIMS

No deductions shall be made from ERC'S invoice because of penalties, liquidated damages, and/or other sums withheld from payments to Contractors or other parties. In the event that CLIENT makes a legal claim against ERC, for any alleged error, omission, or any act arising from the performance of ERC'S services that cannot be mutually resolved without litigation, or in the event that ERC makes a legal claim against CLIENT and such claim cannot be mutually resolved without litigation and the Claimant fails to prove its claims, the claimant shall bear all costs including: personal expenses, Attorneys fees, court cost, and all other claim related expenses including without limitations, court fees and expenses of experts of the other party.

7. CLIENT'S DUTY TO MITIGATE DAMAGES

CLIENT agrees to limit ERC'S liability, to CLIENT arising from negligent professional acts, errors or omissions such that ERC'S total aggregate liability shall not exceed those limits as outlined in ERC's Insurance policy.

8. CLIENTS GRANT OF ENTRY TO ERC AND ITS AGENTS AND/OR ASSIGNS

CLIENT, grants a right of entry from time to time, to ERC, its agents and/or assigns, which includes staff, consultants, contractors, and subcontractors. The right of entry granted is for the purpose and right to perform all acts, studies, and research, which includes, but is not limited to, the conducting of tests and evaluations, pursuant to the agreed services.

9. CLIENT'S DUTY TO FURNISH DOCUMENTS

To the extent that such information is in CLIENTS's possession, CLIENT shall furnish all reports, data, studies, plans, specifications, documents, and other information deemed necessary for proper performance of the agreed services. ERC ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF CLIENT'S DOCUMENTS USED TO PERFORM THE AGREED SERVICES PURSUANT TO THIS CONTRACT.

10. OWNERSHIP OF DOCUMENTS

CLIENT provided documents will remain the property of CLIENT. Documents including, but not limited to, drawings, specifications, reports, field notes, laboratory tests, calculations, and estimates prepared by ERC as instruments of

Client Initials

 tb

service, pursuant to this contract shall be ERC'S sole property. If CLIENT uses any or all documents produced by ERC at any location, or for any project not expressly provided for under this contract, without the prior written permission of ERC, CLIENT shall be responsible for any and all claims arising from such unauthorized use. Furthermore, CLIENT agrees not to reproduce or redistribute any part of any document provided by ERC. If CLIENT does produce or distribute ERC'S documents, CLIENT shall be solely liable for all claims arising from unauthorized reproduction or distribution of said documents.

11. FIELD OBSERVATIONS AND TESTING

The presence of ERC'S field personnel, are for the sole purpose of providing observation and field-testing of specific aspects of the project. The presence of ERC'S field personnel does not involve the following:

- (1) Supervising or directing the actual work of the contractor and/or his employees.
- (2) Excusing contractor or any/all defects discovered in contractor's work.

CLIENT has the duty to inform the Contractor and the Contractor's employees of the limited purpose and presence of ERC'S field personnel.

CLIENT furthermore, agrees that ERC is not responsible for job or site safety on the project, except for ERC's own field personnel.

12. HANDLING OF SAMPLES

Generally, test samples or specimens, are consumed or substantially altered during the conducting of tests. At ERC'S sole discretion, ERC will dispose of any remaining residue immediately upon completion of tests, subject to the following conditions

- 1) CLIENT agrees to pay all costs, unless otherwise provided, associated with storage, transport, and disposal of samples.
- 2) CLIENT agrees and recognizes that ERC is acting as AGENT and at no time assumes title to said following waste:
 - (A) NON-HAZARDOUS SAMPLES: Pursuant to CLIENT'S, written request, ERC will maintain preservable test samples, specimens and/or the residue, for 30 days after submission of our report, free of storage charge. After the initial 30 days and upon written request, ERC will retain test specimens or samples for a period of time for an agreed storage charge. CLIENT agrees that ERC is not responsible or liable for any loss of test samples or specimens retained in storage.
 - (B) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents, which are hazardous and detrimental to health, safety, or the environment as defined by the federal, state, or local statutes, regulations, and ordinances, ERC will, after completion of testing and at the CLIENTS EXPENSE:
 - (a) Return all samples to CLIENT;
 - (b) Pursuant to a written request by CLIENT, will have samples transported to a location, selected by client for final disposal.

13. SEVERABILITY

In the event that any provision contained herein, shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and bind all the parties to this contract.

14. SURVIVAL

All obligations arising prior to the termination of the Contract and all provisions of this Contract allocating responsibility or liability between CLIENT and ERC shall survive the completion of the services and the termination of this Contract.

15. GOVERNING LAW

This CONTRACT shall be governed in all respects by the laws of the State of Texas. This PROPOSAL and resulting CONTRACT attached hereto which are incorporated herein, constitutes the sole and only CONTRACTUAL AGREEMENT of the parties hereto and supersedes any prior understandings including any written or oral agreements between the parties respecting this CLIENT and ERC'S PROPOSAL/CONTRACT.

Client Initials

