

CONSULTING SERVICES AGREEMENT

Project Name _____ (“Project”)
Project Location _____
Proposal No. and Date _____

CUSTOMER

Name of Entity: Waller County, Texas (“Customer” or “County”)
Authorized Contact Person: Robert Pechukas
Address: 836 Austin Street, Suite 4300
Phone Number: (979) 826-7700
Fax Number: _____
Address Billing to: 836 Austin Street, Suite 2200, Hempstead, TX 77445
Special Instructions: _____

TERMS AND CONDITIONS

1. **Scope of Services.** HGS, LLC, dba RES Environmental Operating Company, LLC, a Virginia limited liability company (“RES”) shall perform the services described on Exhibit 1 attached hereto (collectively, the “Services”). RES and Customer may each be referred to individually as “Party” or collectively as “Parties”. The Parties may agree in writing to amend Exhibit 1 from time to time. If any provision of an Exhibit is inconsistent or conflicts with any provision of this Consulting Services Agreement (“Agreement”), the terms of the Exhibit shall control. This Agreement does not include professional services defined by Texas Government Code Chapter 2254.

2. **Term.** The term of this Agreement (the “Term”) shall commence on the date of the last signature affixed hereto (“Effective Date”) and shall continue until the date upon which the Services are completed by RES, unless sooner terminated by either Party pursuant to Section 3.

3. **Termination.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the “Defaulting Party”) in the event the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party fails to commence curing such breach after receipt of written notice of such breach and thereafter fails to diligently continue curing such breach, subject to any Force Majeure Event (as defined in Section 13(a)) in which case the applicable cure period shall be tolled until the Force Majeure Event has subsided. Customer may terminate this Agreement for convenience upon thirty (30) days written notice to RES. Upon expiration or earlier termination of this Agreement, Customer shall pay RES for (i) all Services satisfactorily performed prior to the effective date of termination, including any milestone payments for which all associated work has been completed, and (ii) all costs incurred by RES prior to, and up to, the effective date of termination, provided that the costs were incurred for work performed pursuant to this Agreement. The rights and obligations of the Parties set forth in this Section 3 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

4. **Payment to RES.** Customer shall pay to RES the amounts set forth on Exhibit 2 attached hereto, which amounts shall become fully due and payable within thirty (30) days from the date an invoice is submitted to Customer. Customer is a tax-exempt entity, and shall not pay any tax from which it is exempt. Customer shall be responsible only for taxes, duties, and charges imposed by any federal, state, or local governmental entity from which it is not exempt on any amounts payable by Customer hereunder.

The Customer may withhold or nullify the whole or part of any payment to RES to such extent as the Customer deems necessary in the event that 1) work is not performed in accordance with the Agreement, and the defective performance is not remedied as required by the Customer and in the timeframe required by the Customer, 2) the work performed is not to the satisfaction of the County, and RES does not remedy the work performed to the satisfaction of the Customer; or 3) RES or its employees, staff, agents, or representatives cause damage to Customer’s property.

Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the Customer has or may have, the Customer may set off or recoup any amount it owes to RES against any amount for which the Customer determines in good faith that RES owes the Customer.

5. **RES Responsibilities.** RES shall: (a) furnish Customer the agreed-upon written reports and supporting documents generated by RES (“Work Product”) for Customer’s exclusive internal use and reliance and for regulatory submittal in connection with the Project or Services, but in no circumstances shall any Work Product be distributed to any third parties without RES’ prior written consent, unless the third parties are performing work on or are associated with the project; (b) review documents furnished by Customer and other third party participants (“Participants”) relating to the Services; and (c) not be required to ascertain that the documents of Customer or any Participants are accurate or complete or free from errors or omissions or in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

6. **Customer Responsibilities.** Customer shall: (a) timely respond to any requests from RES for additional instructions, information, or approvals required by RES; (b) provide reasonable access to Customer’s premises, employees, contractors, and equipment as required to enable RES to provide the Services, including the right to access any property applicable to the Services to be performed (the “Property”); (c) disclose any known hazards at the Property, understanding that in no event shall RES be responsible for job or site safety or security; and (d) take all steps necessary, including fully cooperating with RES in obtaining any required licenses, permits, or consents..

7. **RES Warranties.** RES warrants that it shall perform the Services: (a) in accordance with the terms and subject to the conditions set out in this Agreement; and (b) using that degree of required skill and care ordinarily exercised under similar conditions by reputable members of RES’

profession practicing in the same or similar locality at the time the Services are performed. If RES breaches any of the warranties set forth in this Section 7, RES shall promptly commence cure of any such breach; provided, that if such breach is incapable of cure, or with respect to a material breach capable of cure, RES fails to commence cure of such breach after receipt of written notice from Customer, or thereafter fails to continue curing such breach with diligence, Customer may, at its option, terminate this Agreement in accordance with Section 3, and pursue any remedy available to it, whether at law, in equity, or arising under this Agreement. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED FOR IN THIS SECTION 7, RES MAKES NO OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, AND ALL OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITIES.

(a) IN NO EVENT SHALL RES, ITS AFFILIATES, OR SUBCONTRACTORS, ITS OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (“**RES GROUP**”), BE RESPONSIBLE OR LIABLE TO CUSTOMER, ANY PARTICIPANTS, OR TO ANY THIRD PARTY, FOR ANY CLAIMS OR LOSSES, INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO BREACH OF CONTRACT OR WARRANTY, OR STRICT LIABILITY, ARISING OUT OF THIS AGREEMENT WHICH EXCEED THE AGGREGATE OF THE TOTAL FEES PAID BY CUSTOMER TO RES PURSUANT TO THIS AGREEMENT.

(b) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY, A PARTICIPANT, OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, BUSINESS OPPORTUNITY, OR DIMINUTION IN VALUE, LOSS OF FACILITIES OR FACILITIES DOWNTIME, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE RESPONSIBLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. Insurance. RES shall, during the Term of this Agreement, obtain and maintain the following minimum types and limits of insurance: (i) commercial general liability insurance with coverage limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) worker’s compensation insurance as required by applicable law; (iii) commercial automobile liability insurance, for vehicles used in connection with the performance of the Services, whether owned, leased, or hired, with limits no less than \$1,000,000, combined single limit per occurrence; and (iv) if RES is supplying engineering and/or design services, professional liability insurance with limits no less than \$1,000,000, combined single limit per occurrence, including errors and omissions. RES’ insurance policies, excluding workers’ compensation and professional liability, shall name the Customer as an additional insured but only to the extent of those liabilities assumed by RES under this Agreement, and shall be primary and non-contributory to any insurance otherwise carried in the name of and/or for the benefit of the Customer. RES shall require its insurer to waive all rights of recovery from or subrogation against the Customer.

10. Confidentiality. From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of the Disclosing Party. RES understands the Customer is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. RES shall clearly and noticeably mark all confidential information and documents it provides to the Customer pursuant to this Agreement. The Customer will make good faith efforts to promptly notify RES if any such information is requested in a public information request, subpoena, or other method so RES may argue against the release of such information. RES recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. RES further agrees that the Customer may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the Customer, nor any of its officers, or employees shall have any liability or obligation to any Party for the disclosure to the public, or to any person or persons, of any items or data furnished to the Customer by RES in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

12. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all Work Product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of RES in the course of performing the Services (collectively, the “**Deliverables**”) shall be owned by RES. RES hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, irrevocable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services. The license granted herein shall survive termination of this Agreement.

13. Miscellaneous.

(a) Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement shall be excused to the extent that the delay or failure was caused directly by an event beyond such Party’s reasonable control, without such Party’s fault or negligence, and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, which events may include natural disasters, floods, fires, or explosions, strikes, riots, acts of God, diseases, epidemics, pandemics, including the Covid-19 pandemic, or quarantines, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, national, or regional, or local emergencies, governmental shutdowns or disturbances, or adverse determinations from any governing authority (each, a “**Force Majeure Event**”). In addition, either Party may cancel the Project or Services performed in connection therewith, without liability, if such cancellation is (i)

recommended or required by any recognized governmental or regulatory body or non-governmental organization having at least a city-wide or county-wide reputation for protecting public health and welfare, or (ii), in the reasonable judgment of the terminating Party, required to protect the health and well-being of any employees, officers, directors, agents, or representatives of RES. The Party alleging a Force Majeure Event shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. To the extent practical, the Party affected by a Force Majeure Event shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

(b) Amendments. This Agreement may not be changed, amended, or modified except by an instrument in writing signed by all Parties.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the state of Texas. Venue of any court action directly or indirectly hereunder shall be in the court of appropriate jurisdiction in Waller County, Texas.

(d) Counterparts; Execution. This Agreement may be signed by facsimile or electronic signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

(e) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

(f) Severability; Waiver; Entire Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. This Agreement (including any schedule, exhibits, or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the provision of the Services.

(g) No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement

(h) Assignment; Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either Party to (A) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (B) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility. In the event RES assigns this Agreement to any other entity without the prior written consent of the Customer, the Customer may terminate this Agreement without penalty upon thirty (30) days written notice to RES.

(i) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(j) Equal Opportunity Clause. To the extent not exempt, Customer and RES will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or status as a qualified individual with a disability. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or status as a qualified individual with a disability. To the extent not exempt, Customer and RES will also comply with the requirements of 29 CFR Part 471, Appendix A.

(k) Right to Audit. The Customer and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of RES involving transactions relating to this Agreement. The Customer shall give RES reasonable advance notice of intended inspections or audits. RES shall maintain records necessary for the Customer or the County Auditor to complete an audit, and to comply in all respects with any request by the Customer or the County Auditor for records and documents for the purpose of performing an audit.

(l) Governmental Immunity. RES understands that Customer is a governmental entity under Texas law. This Agreement is made expressly subject to Customer's immunities. Customer, its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

(m) Appropriations. Funds for payment of this Agreement have been provided through the Waller County budget approved by the Commissioners Court for this fiscal year only (January 1, 2026-December 31, 2026). State of Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the performance of this Agreement may extend beyond the current fiscal year. The fiscal year of the County extends from January 1 to December 31 of each calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Agreement. Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this contract the Commissioners Court of Waller County 1) fails to provide funding for this Agreement during the following fiscal year of Waller County, Texas, 2) does not adopt a budget for expenditures, or 3) is only able to partially fund the expenditures required by this Agreement, then County may, upon giving thirty (30) days written notice of such failure to fund and termination, terminate this Agreement, or a part thereof, without any further liability, effective thirty (30) days after the County notifies RES in writing of such failure to fund and termination. The County shall pay RES for work completed up to that date. There shall be no recourse for RES as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated to be made hereunder.

(n) Site Inspection and Coordination. RES represents that RES is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County.

(o) No Exclusion. RES understands and agrees that this Agreement does not create an exclusive right for RES to provide the services contemplated by this Agreement.

(p) Permits; Compliance with Laws and Regulations. RES shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services described herein prior to executing this Agreement. RES shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, RES has executed this Agreement effective as of the 21st day of April, 2026.

RES:

HGS, LLC, dba RES Environmental Operating Company, LLC,
a Virginia limited liability company

By: Resource Environmental Solutions, LLC,
a Louisiana limited liability company, its manager

By: Frank Cuccio
Name: Frank Cuccio
Title: Regional General Manager

Address:

c/o Resource Environmental Solutions, LLC
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Legal Department
Email: contracting@res.us

IN WITNESS WHEREOF, Customer has executed this Agreement effective as of as of the _____ day of _____ 2026.

CUSTOMER:

Waller County, Texas
a political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

Address:

Waller County
836 Austin Street, Suite 4300
Hempstead, TX 77445
Attn: Waller County Judge
Email: _____

EXHIBIT 1

SERVICES

1. **Services.**

RES will provide advisory services relative to the wetland mitigation site located in the northern 600 acres of the former West Side Airport property located west of Katy, Texas and described in U.S. Army Corps of Engineers (USACE) Permit No. 21948 (issued February 9, 2001 and amended April 8, 2002) and accompanying Westside Airport Mitigation Plan (original permit and amendment attached). Services to include interaction with USACE regarding questions relative to continued compliance with permit and mitigation plan conditions, coordination with potential conservation easement holders, and such other services as deemed necessary by Customer. Services may be authorized on a task-by-task basis, each task with an individual scope, schedule and compensation. Each additional task must be in writing and authorized by official action of the Waller County Commissioners Court.

Task 1 – Initial USACE Westside Airport Permit Coordination – RES Regulatory Director (Matt Stahman) will engage USACE Regulatory Staff regarding Permit No. 21948 and which conditions required of the mitigation plan (including filing of a conservation easement) remain valid and must be completed by Customer as the pending new landowner.

2. **Project Schedule.**

RES Regulatory Director will engage USACE Regulatory Staff immediately upon authorization to proceed from Customer. A meeting, either virtual or in person, will be scheduled with the USACE as necessary. RES anticipates initial questions regarding ongoing requirements of the Permit No. 21948 to be answered within 3 weeks of initial coordination with the USACE.

3. **Project Documentation.**

Customer has provided to RES the following Work Product, documentation, plans, specifications, or other materials relating to the Services:

Permit 21948 (issued February 9, 2001) and amendment (issued April 8, 2002)

EXHIBIT 2
COMPENSATION

1. **PAYMENT.**

Customer shall pay to RES the following amount(s):

Time and Materials Basis, not to exceed \$2,500, and pursuant to the Schedule of Time and Material Rates attached to this Exhibit 2.

2. **REIMBURSABLE EXPENSES.**

Customer shall pay to RES the following reimbursable expenses:

Not to exceed \$400 for actual, documented, and reasonable travel and out-of-pocket expenses incurred by RES in connection with the performance of the Services. Travel expenses will only be reimbursed in accordance with the Waller County Travel Policy.

3. **INVOICING.**

RES shall invoice Customer on a monthly basis.

4. **ADDITIONAL PAYMENT TERMS.**

NONE.

2026 Hourly Labor Rates

Personnel	Hourly Rate
Administrative Staff	\$ 75.00
Assistant Project Manager	\$ 72.00
CDL Operator	\$ 82.00
Construction Superintendent I	\$ 85.00
Construction Superintendent II	\$ 106.00
Construction Superintendent III	\$ 130.00
Construction Supervisor	\$ 63.00
Director	\$ 272.00
EHS&S II	\$ 170.00
Engineer I	\$ 80.00
Engineer II	\$ 102.00
Engineer III	\$ 139.00
Engineer IV	\$ 198.00
Estimator	\$ 92.00
GIS-CAD I	\$ 99.00
GIS-CAD II	\$ 113.00
GIS-CAD III	\$ 152.00
Laborer I	\$ 39.00
Laborer II	\$ 48.00
Land Representative I	\$ 89.00
Land Representative II	\$ 113.00
Land Representative III	\$ 150.00
Land Representative IV	\$ 170.00
Nursery Manager I	\$ 79.00
Nursery staff	\$ 48.00
Operations Manager	\$ 128.00
Operations Manager Sr	\$ 148.00
Operator I	\$ 53.00
Operator II	\$ 68.00
Project Manager I	\$ 89.00
Project Manager II	\$ 122.00
Project Manager III	\$ 145.00
Project Manager IV	\$ 178.00
Project Manager SR	\$ 240.00
Regulatory Manager	\$ 179.00
Regulatory Specialist I	\$ 76.00
Regulatory Specialist II	\$ 96.00
Regulatory Specialist III	\$ 110.00
Restoration Designer I	\$ 89.00
Restoration Designer II	\$ 105.00
Restoration Designer III	\$ 123.00
Restoration Manager	\$ 99.00
Restoration Supervisor	\$ 66.00
Restoration Technician I	\$ 48.00
Scientist-Ecologist I	\$ 65.00
Scientist-Ecologist II	\$ 83.00
Scientist-Ecologist III	\$ 103.00
Scientist-Ecologist IV	\$ 136.00
Scientist-Ecologist V	\$ 178.00
Shop Technician I	\$ 83.00
Survey Technician	\$ 60.00
Surveyor SR	\$ 142.00

2026 Hourly Equipment Rates

Equipment	Hourly Rate
Excavator - Large	\$ 75.00
Excavator - Medium	\$ 72.00
Excavator - Small	\$ 82.00
Dozer - Large	\$ 85.00
Dozer - Small	\$ 106.00
John Deere Tractor - Large	\$ 130.00
John Deere Tractor	\$ 63.00
John Deere Tractor	\$ 272.00
John Deere - Scraper	\$ 170.00
Articulated Truck	\$ 225.00
Lowboy Support	\$ 174.00
Heavy Truck	\$ 77.00
Medium Truck	\$ 35.00
Light Truck	\$ 24.00
Skid Steer – Large	\$ 55.00
Skid Steer – Small	\$ 46.00
Tractor – Medium	\$ 49.00
Marsh Master / Amphibious Vehicle	\$ 90.00
Airboat	\$ 120.00
Jon Boat / Skiff	\$ 62.00
UTV / Side-by-Side	\$ 14.00
Survey Station <i>(operator not included)</i>	\$ 26.00
Handheld GPS <i>(operator not included)</i>	\$ 17.00
LiDAR Drone <i>(operator not included)</i>	\$ 184.00