

CONTRACT _____
BETWEEN TEXAS AGRILIFE EXTENSION of the TEXAS A&M UNIVERSITY SYSTEM
AND
RECON ENVIRONMENTAL, INC
FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE EDWARDS AQUIFER
RECOVERY IMPLEMENTATION PROGRAM

This Contract ("Contract") is made and entered into this ___ day of October, 2009 by and between the TEXAS AGRILIFE EXTENSION ("TAE") of the TEXAS A&M UNIVERSITY SYSTEM, located at 2147 TAMU, College Station, Texas 77843-2147, and RECON Environmental, Inc., a California corporation (the "Consultant" or "RECON"), located at 1927 Fifth Avenue, San Diego, California, 92101-2358. TAE or Consultant/RECON may be referred to in this Contract as "party" or collectively as "parties."

RECITALS

- A. The 80th Texas Legislature adopted Senate Bill 3 in 2007, requiring the Edwards Aquifer Authority ("EAA") in cooperation the United States Fish and Wildlife Service ("FWS") and stakeholders to establish a recovery implementation program (the "EARIP"), overseen by a Steering Committee comprised of representatives of stakeholders and charged with accomplishing certain required program activities;
- B. Senate Bill 3 provides that Texas A&M University ("TAMU") will, among other things, provide assistance to the EARIP and hire and maintain a Program Director for the EARIP;
- C. TAMU has designated the TAE, acting through its Institute of Renewable Natural Resources ("IRNR"), as the arm of TAMU responsible for performing the TAMU responsibilities related to Senate Bill 3 and the EARIP;
- D. TAMU has hired a Program Director for the EARIP;
- E. The Texas Legislature required the Edwards Aquifer Authority, Texas Commission on Environmental Quality ("TCEQ"), the Texas Parks and Wildlife Department ("TPWD"), the Texas Department of Agriculture ("TDA"), the Texas Water Development Board ("TWDB"), and other stakeholders to prepare a program document ("Program Document") that may be in the form of a habitat conservation plan used in the issuance of an incidental take permit;
- F. The Texas Legislature requires that the Program Document be approved and executed by the EAA, TCEQ, TPWD, TDA, TWDB, and the FWS not later than September 1, 2012;
- G. The EARIP has elected to prepare and include an Incidental Take Permit ("ITP") application, Habitat Conservation Plan, including an adaptive management plan ("HCP"), the draft Environmental Impact Statement ("DEIS") and other supporting documentation

(collectively referred to as the “Documents”) in the Program Document.

- H. The EARIP has hired a facilitator to facilitate the decision-making process for the HCP;
- I. The EARIP desires to hire an environmental consultant to prepare the Documents;
- J. RECON provides environmental consulting services and is experienced in preparing HCPs, ITPs, EISs, and other supporting documentation involving highly technical issues such as those that the EARIP will have to resolve;
- K. The EARIP wishes to engage RECON to prepare the Documents; and,
- L. The Steering Committee for the EARIP has requested TAE to serve as the contracting agent for this Contract;

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, TAE, and the Consultant agree as follows:

**ARTICLE I
DESCRIPTION OF WORK**

Section 1.1. Services. Subject to the terms and conditions of this Contract, TAE hereby engages the Consultant to perform the work set forth and described in this Contract and in the following: (1) the Scope of Work which is attached hereto as Exhibit A (the "Scope of Work"); and (2) the Request for Proposal which is attached hereto as Exhibit B (“RFP”) (such work collectively referred to as the “Services”). To the extent that a specific conflict exists between this Contract, Scope of Work, and RFP exists, the Scope of Work will prevail. The Consultant hereby accepts such engagement and agrees to devote its best efforts and abilities, and to furnish all necessary labor, machinery, equipment, tools, and transportation necessary for RECON in furtherance of its engagement hereby.

Section 1.2 Tasks. Working with the Program Director, Steering Committee, and EARIP members, RECON will develop the Documents consistent with the Scope of Work and the RFP. Although more fully described in Exhibits A and B, the following are summary descriptions of Tasks that comprise the Services.

Task	Description
Task 1: Preparation of a Plan for Developing the Documents	Within 60 days of the execution of this Contract, RECON shall submit to the EARIP Program Director a report detailing (1) the changes or revisions that would be required to Edwards Aquifer Authority’s DEIS dated July 2004 (as amended 9/21/04) to prepare an updated DEIS (2) additional scientific information that must be obtained to complete the Documents and (3) an updated the timeline for completing the Documents.
Task 2:	RECON will provide support and information in the decision-

Interface with the EARIP	making process regarding the development of the Documents. RECON will attend and participate in the meetings of the EARIP and its Subcommittees.
Task 3: Preparation of the Documents	RECON shall complete the preparation of the Documents no later than June 30, 2011. Drafts of these documents must be submitted for review by the EARIP no later than April 30, 2011. These Documents must comply with the requirements of the Endangered Species Act (“ESA”) and its implementing regulations, the National Environmental Policy Act (“NEPA”) and its implementing regulations, and FWS Guidance on HCPs.
Task 4 (optional): Evaluation of existing data regarding the whooping crane	If requested by the EARIP, as communicated by the Program Director, RECON shall collect and synthesize existing data and information regarding the impacts of fresh water flows into the bays and estuaries on the whooping crane and the contribution of the springflow to those impacts.
Task 5: NEPA Scoping Process	RECON will assist in the preparation of the NEPA scoping document and any requisite notices. As appropriate, RECON shall attend and participate in public meetings regarding that document. RECON shall prepare the response to any comments received in the scoping process.
Task 6: Interface with FWS	RECON shall prepare any biological modeling required by FWS to prepare its biological opinion and required by the EARIP to support the decision-making process. As requested by the Program Director, RECON will from time-to-time attend, with the applicant, meetings with FWS to discuss issues related to the development and preparation of the Documents. RECON will implement any changes or assist in the preparation of any responses to comments required by FWS for approval of the Program Document.
Task 7: Project Management	RECON will provide administration, contract management, and coordination of the RECON/Hicks & Company consultant team as well as coordination with the Project Team throughout the term of the contract. Coordination will include contract administration, billings, and subcontractor management. Progress on completion of the agreed to tasks will be documented in monthly progress reports which will be submitted prior to monthly meetings with the Program Director.

Section 1.3. Commencement and Completion Date. The Consultant will commence work hereunder immediately upon the execution of this Contract. All work covered hereby will be completed by June 30, 2012. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT.

Section 1.4 Professional guidelines and conduct. RECON will approach the Services in a workmanlike manner and shall be accountable to the Program Director as representative of all

participants in the process.

**ARTICLE II
ALTERATIONS TO CONTRACT AND SCOPE OF WORK**

Section 2.1. Notice of Changes. TAE may, at its own option, or upon the recommendation of the Consultant, request changes or additions to the Scope of Work during the progress of the work by delivering change orders to the Consultant.

Section 2.2. Change Orders. The Consultant agrees to honor any change or additions to the Scope of Work requested by TAE. Consultant shall provide TAE with an estimate of the cost of the requested change. Until July 1, 2011, the fees for a requested change shall be for no more than the Rates set out in Section 3.2. The parties to this Contract agree that such changes must be the subject of either a written amendment to this Contract or a supplemental agreement approved by the Consultant and by TAE in accordance with its procedures for approving such a contract.

**ARTICLE III
COMPENSATION**

Section 3.1 TAE Obligations. TAE agrees to pay the Consultant for the Services at the Rates set out in Sections 3.2, and actual costs, and expenses (including airline travel, automobile mileage, and lodging, and copy costs) incurred under this Contract which are reasonably consistent with the Scope of Work, within 30 days of receipt and approval of each invoice but in no event shall the total compensation to the Consultant for work under this Contract exceed \$1,160,953.20 (the "Contract Amount") without the prior written consent of TAE. The Consultant may not exceed the Contract Amount. The Consultant will be responsible for the payment of all of its other and additional costs and expenses, including but not limited to the cost of the Subcontractors. TAE will not be held accountable for any unauthorized work performed, commitments made, or funds spent by the Consultant.

Section 3.2. Fees and Expenses. Consultant will invoice TAE for the Services at the following hourly rates (the "Rates"). RECON's and Subcontractors' personnel rates listed below will be in effect through June 30, 2011. The Rates may increase on July 1, 2011; provided, however, the Rates, as increased, shall not exceed those charged to preferred clients in Texas. Rates for Subcontractors' personnel are subject to similar increases and limits.

Hourly Rates

RECON Environmental	
Paul Fromer, Project Manager, Principal-in-Charge	\$185.00
Lori Woods, Principal, Southwest Region Director	\$185.00
Randy Hankamer, Senior Environmental Planner	\$153.00
Colby Henley, Senior Wildlife Ecologist / Conservation Planner	\$153.00
Susana Morales, Senior Environmental Analyst	\$153.00

Lisa Lind, Associate Environmental Planner	\$124.00
Michael Nieto, Biologist	\$103.00
Jillian Bates, Assistant Biologist	\$87.00
Research Assistant	\$75.00
Frank McDermott, GIS Coordinator	\$81.00
Stephen Gaughran, Production Specialist III	\$67.00

Subcontractors

Hicks & Company

Tom Van Zandt, Principal / Legal & Technical Advisor	\$200.75
Roy Frye, Senior Wildlife Ecologist	\$130.36
John Kuhl, Ecologist / HCP Specialist	\$141.70
Jeff Allen, Senior Ecologist	\$103.87
Rachel Barlow, Staff Ecologist	\$60.37
Josh Farley, Economist / Land Use Planner	\$104.26
Mason Miller, MA, Archaeologist	\$78.85
Andrew Poth, GIS Program Manager	\$141.70

Zara Environmental, LLC

Dr. Jean Krejca, Principal / Karst Biologist	\$130.00
Peter Sprouse, Principal / Karst Specialist	\$130.00
Marcus Gary, Hydrogeologist	\$110.00
Krista McDermid, Wildlife Ecologist	\$110.00
Robert Myers, Biologist	\$110.00

Biowest

Ed Oborny, Aquatic Biologist	\$110.00
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Dr. B.G. Whiteside , Technical Advisor	\$100.00
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An expense and task budget for is attached as Exhibit C. The budget for each expense and Task category shall not be exceeded with the prior approval of the Program Director.

Section 3.3. Invoicing and payment. All invoices from the Consultant for the Services shall be sent monthly to the Program Director and shall provide: (1) an itemization of the Services rendered by Task, including the date of the services, the hours involved (rounded to the nearest quarter hour) and a description of the Services rendered; and, (2) costs and expenses incurred including supporting documentation for all travel and expenses. Consultant shall use its reasonable best efforts to book all travel through TAE. Invoices will include an assessment of the percentage of each Task described in Section 1.2 above completed. Invoicing will include hourly charges and expenses for RECON employees. Subcontractor invoicing by Hicks & Company; Zara Environmental, LLC; BIO-WEST, and Dr. Whiteside to Consultant for their work shall be submitted through RECON and will include specific description of work undertaken by each subcontractor's employee during the invoice period. The terms of each

invoice shall be net thirty (30) days upon the Program Director's receipt and approval of that invoice. Invoices shall be sent to:

Robert L. Gulley
Program Director
Edwards Aquifer Recovery Implementation Program
2632 Broadway, South Bldg., Suite 301
San Antonio, Texas 78215

ARTICLE IV LEGAL RELATIONSHIPS

Section 4.1. No Employment Contract. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, they are separate entities, the Consultant is an independent contractor with respect to the performance of the Services hereunder and is not subject to the direct or continuous control and supervision of TAE Authority, and nothing in this Contract is intended to make either party a subsidiary, joint venture, partner, employee, agent, servant or representative of the other for any purpose whatsoever. TAE shall have no right of direction or control of Consultant, or its employees and agents, except in the results to be obtained, and in a general right to order the work to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports.

Section 4.2 No legal services or attorney client relationship. TAE agrees that, although discussions included in the Services may from time to time touch on legal issues, neither Consultant nor Paul Fromer, its project manager, is providing legal services to either TAE or EARIP participants, and that no attorney client relationship is created by the Services.

ARTICLE V CONSULTANT PERSONNEL, SUBCONTRACTORS, NO ASSIGNMENT

Section 5.1. Personnel. The Consultant will provide any and all personnel necessary for its performance of the Services hereunder. Consultant shall provide Paul Fromer as Project Manager and the other key personnel identified in Section 3.2. The Consultant will be responsible for its employees in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Consultant hereby indemnifies and holds harmless TAE, its officers, employees and directors, from and against any claims brought by any employee, subcontractor or other agent of the Consultant relating in any way to the work performed under this Contract.

Section 5.2. Subcontractors. In performing the Services under this Contract, the Consultant shall retain and utilize as its subcontractors Hicks & Company; Zara Environmental, LLC; BIO-WEST, and Dr. B. G. Whiteside ("Subcontractors"). The Consultant will be responsible for its Subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Services are personal in nature and no

changes shall be made in the identity of the Subcontractors or key personnel identified in Section 3.2 without the written agreement of TAE. Consultant shall provide the Program Director a copy of all contracts with its Subcontractors and with prompt notice of any dispute with Subcontractors regarding payment for work performed pursuant to this Contract.

Section 5.3 No Assignment. The Services to be rendered by Consultant pursuant to this Agreement are personal in nature, and, except for subcontracting under Section 5.2 above, Consultant may not assign any rights and obligations under this Agreement without written consent of TAE.

ARTICLE VI TERMINATION

Section 6.1. Termination by TAE. TAE may terminate this Contract at any time, including the expiration of each budget or payment period, with or without cause, upon ten (10) days prior written notice to the Consultant. Upon receipt of such termination notice, the Consultant shall immediately stop all work in progress, including, without limitation, all work performed by subcontractors, and Consultant shall submit a "Final Invoice" to TAE. Insofar as possible, all work in progress will be brought to a logical termination point. Within 30 days of receipt of the Final Invoice, TAE shall pay the Consultant all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination. Upon receipt of a termination notice, the Consultant shall, within sixty (60) days, deliver or make available to TAE all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant, including all Subcontractors, in performing this Contract, whether completed or in process.

Section 6.2 Termination by Consultant. Consultant may terminate this Contract by giving written notice if serious, unavoidable and unforeseen causes (for example a serious health problem or automobile accident) prevent Consultant's completion of the Services. Consultant will then follow the termination procedures set forth in Section 6.1 above.

ARTICLE VII OWNERSHIP OF MATERIALS, INTELLECTUAL PROPERTY

Section 7.1. Ownership. All information, documents, property and materials produced, created or supplied under this Contract, whether by the EARIP, the Consultant, its employees, agents or Subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the EARIP, and, subject to the terms of Section 7.4 below, Consultant will not use any such information except in the course of performing this Contract, without the prior written approval of EARIP. Upon termination of this Contract, all such information, property and materials not already in the possession of TAE will be promptly delivered to the Program Manager.

Section 7.2. Record Copies. The Consultant shall retain a record or copies of all materials developed in the course of performing the Services hereunder and said materials will be supplied to the Program Director upon request, including after expiration or termination of

the Contract. TAE will reimburse the Consultant for actual cost of time and expenses of reproduction of materials requested pursuant to this provision.

Section 7.3 Intellectual Property. With respect to such Intellectual Property held by, or to which TAE has rights, that is (i) incorporated in the Services, or (ii) produced by Consultant or its employees, subcontractors, or subcontractors' employees during the course of performing the Services, Consultant hereby grants to TAE a nonexclusive, perpetual, irrevocable, enterprise-wide license to use, copy, publish, and modify such Intellectual Property, and allow others to do so for TAE purposes. Consultant shall secure any necessary intellectual property licenses from third parties and warrants that the Services and the intended use of the Services will not infringe any property rights of any third party. Consultant agrees to indemnify and hold harmless TAE from damages arising from or related to any infringement of rights in intellectual property, and agrees to require its contractors to indemnify and hold harmless TAE from damages arising from or related to any infringement of rights in intellectual property.

Section 7.4. Information Concerning Services. Subject to the protection to Intellectual or Proprietary Property as described in Section 7.3 above, TAE agrees that Consultant and its subcontractors may present descriptions of the activities or results under this Contract in journals, theses, dissertations or other documents or at training sessions, symposia, or professional meetings.

ARTICLE VIII NON-PERFORMANCE

Section 8.1. The Consultant warrants that it will perform all Services hereunder in a good and workmanlike manner, strictly in accordance with the standards of the Consultant's profession, the Scope of Work, and as otherwise provided in this Contract. Failure to timely perform the Services as warranted and agreed shall constitute a breach of contract and shall be subject to all applicable remedies of law. Judgment of nonperformance shall rest solely with TAE.

ARTICLE IX NOTICES

Section 9.1. Notices to TAE. All notices or communications under this Contract to be mailed or delivered to TAE shall be in writing and shall be sent to TAE at the following address, unless and until the Consultant is otherwise notified:

Texas Agrilife Extension
Contracts and Grants
2147 TAMU
College Station, Texas 77843-2147
ATTENTION: Diane Gilliland

A copy of the notice or communication (and those described in Section 9.2) shall be sent to:

Robert L. Gulley
Program Director
Edwards Aquifer Recovery Implementation Program
2632 Broadway, South Bldg., Suite 301
San Antonio, Texas 78215

Section 9.2. Notices to the Consultant. All notices or communications under this Contract to be mailed or delivered to the Consultant shall be in writing and shall be sent to the address of the Consultant as follows, unless and until TAE is otherwise notified:

Paul Fromer
Recon Environmental, Inc
1927 Fifth Avenue
San Diego, CA 92101-2358

Section 9.3. Effective Date of Notice. Any notices or communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending party.

Section 9.4. Electronic Notice. The Parties may, with regard to certain routine communications relating to program activities, agree to accept electronic delivery, by fax or email, provided that such receipt of such delivery is confirmed to the sending Party by the receiving Party. The effective date of any communication sent electronically shall be the date transmission is completed.

ARTICLE X MISCELLANEOUS

Section 10.1. Entire Agreement. This Contract and the attached Exhibits constitutes the entire agreement between the parties regarding the work to be performed by the Consultant and there are no representations, warranties, agreements or commitments between the parties hereto except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the parties hereto unless in writing and signed by the parties.

Section 10.2. Non-Waiver. No delay or failure by either party hereto to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 10.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 10.4. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Texas.

Section 10.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 10.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Consultant may not assign any of its rights nor delegate any of its duties hereunder without TAE's prior written consent.

Section 10.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 10.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by TAE of any immunity from suit to which it is entitled under Texas law.

Section 10.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 10.10. Attachments. The Exhibits, schedules and/or other documents attached hereto or referred to herein are incorporated herein and made a part hereof for all purposes. As used herein, the expression "Contract" means the body of this Contract and such attachments, Exhibits, schedules and/or other documents, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such attachments, exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 10.11. Costs. If any legal action, arbitration or other proceeding is brought for the enforcement of this Contract or because of an alleged breach or default relating to this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable costs incurred, including but not limited to attorney's fees, in such action or proceeding in addition to any other relief to which it or they may be entitled as such costs may be determined under applicable Texas law provided, however, that the costs and fees so awarded may not exceed the total costs and fees incurred by the nonprevailing party.

Section 10.12. Includes. The verb "to include", in all its forms, tenses, and variations, is always used in the nonexclusive sense.

Section 10.13 State Audit. By executing this Contract, the Consultant accepts the authority of the State Auditor's Office, under direction of the legislative audit

committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The Consultant shall comply with and cooperate in any such investigation or audit. The Contractor agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Consultant also agrees to include a provision in any subcontract related to this contract that requires the Subcontractors to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Section 10.14 No Debt Against the State. This Contract shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Contract transcends the biennium in which this CONTRACT is entered into, this Contract is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

IN WITNESS WHEREOF, this Contract is executed as of the day and date first written above.

TEXAS AGRILIFE EXTENSION

RECON ENVIRONMENTAL, INC.

By: _____
Dr. Edward G. Smith, Director

By: _____
Robert MacAller, President

EXHIBIT A

SCOPE OF WORK FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE EDWARDS AQUIFER RECOVERY IMPLEMENTATION PROGRAM

Task 1: Review and Summary of Existing Program Documents

Subtask 1 a: Review of the Existing Edwards Aquifer Authority HCP/EIS

RECON shall review the last version of the Edwards Aquifer Authority's Draft Environmental Impact Statement (DEIS) dated July 2004 (as amended 9/21/04) in order to identify information and data from that DEIS and habitat conservation plan ("HCP") that may be used in the development of the EARIP HCP and EIS documents..

The entire text, figures, and tables contained in Chapters 1-5 and 7-11 of the EAA's DEIS dated July 2004 (as amended 9/21/04) and the appendices will be reviewed. Chapter 6 represents the proposed HCP that was included into a combined DEIS and HCP document and will not be included in this review. Also, it is assumed that much of what is included in the appendices will be replaced with new modeling data and other scientific information derived from the EARIP process.

Subtask 1 b: Review of the Hardy Study and Other Documents

RECON will review the Hardy Study, the San Marcos draft EIS and HCP, and other scientific background and data in order to evaluate what additional data and information is needed to complete the Documents.

Subtask 1 c: Existing Documents Summary Report

Within 60 days after the execution of the Contract, RECON will prepare and submit to the Program Director a memorandum identifying the information contained in the 2004 DEIS that can be used in the EARIP process, identifying other information necessary to complete the Documents, a plan for obtaining the information, and proposing any adjustments to the milestones set out in Table 1 other than the dates for completing the review draft and final Documents.

Key Deliverable: *Existing Documents Summary Report (3 camera ready copies and electronic copies in Microsoft Word and pdf formats).*

Task 2: Interface with the EARIP

RECON will act as science advisors to the EARIP facilitated decision-making process to assist the EARIP participants in making the decisions necessary to produce the Documents. As described below, RECON will attend the meetings of the EARIP and its Subcommittees.

Paul Fromer, Project Manager, will attend the meetings of the EARIP which currently occur monthly, but may occur more frequently, if necessary. As appropriate, Mr. Fromer will be supported at these meetings by Randy Hankamer in RECON's Austin office, and may, with approval of the Program Director, be supported as well by selected staff from RECON, Hicks & Company, Zara Environmental, and BIO-WEST. It is estimated for budget purposes that Mr. Fromer will attend 40 EARIP meetings. It is estimated for budget purposes that Mr. Hankamer will attend 10 EARIP meetings. It is estimated for budget purposes that Mr. Hankamer will attend 10 additional Subcommittee meetings.

As requested, RECON will participate in the EARIP discussions that affect the scope of the project. As requested, RECON will provide technical support and information in furtherance of the decision-making process. Such support and information requests will be made by the Steering Committee and communicated to RECON by the Program Director.

Key Deliverables Any requested supporting materials and information for meetings (3 camera ready copies and electronic copies in Microsoft Word and pdf formats).

Task 3: Preparation of the Documents

RECON's plan for document preparation is embodied in the project schedule (Attachment A), which details the timeline for conducting the proposed tasks and submitting the key documents. The schedule anticipates that the EARIP will have identified the covered actions and covered species for the ITP by June 30, 2010. The schedule results in completion of the Documents no later than June 30, 2011, with a review draft for review by the EARIP no later than April 30, 2011. The Documents shall be prepared in compliance with the requirements of the ESA and its implementing regulations, NEPA and its implementing regulations, and FWS guidelines on HCPs, as well as Texas State law and, specifically, the requirements in S.B. 3 for the EARIP, and consist with the fact that this is being prepared in conjunction with a Recovery Implementation Program.

Subtask 3 a: Preparation of EARIP HCP.

(1): RECON will prepare a preliminary Draft EARIP HCP for review by the EARIP. RECON Environmental will be the primary preparer of the HCP document with support and input from the other subcontractors.

(2): RECON will prepare a Draft EARIP HCP incorporating comments from the EARIP for

formal review.

(3): RECON will prepare a Public Review Draft HCP for circulation with Public Review Draft EIS during the formal public comment period.

(4): RECON will prepare a Final HCP incorporating comments received during Public Comment period.

Subtask 3 b: RECON will prepare a EIS for the EARIP HCP

(1): RECON will prepare a preliminary Draft EARIP EIS for review by the EARIP. Hicks & Company will be the lead in the preparation of the DEIS, with support from RECON and the other subcontractors.

(2): RECON will prepare a Draft EARIP EIS incorporating comments from the EARIP for formal review.

(3): RECON will prepare a Public Review Draft EARIP EIS for circulation with Public Review Draft EIS during the formal public comment period.

(4): At the direction of the FWS RECON will prepare a Final EARIP EIS incorporating comments received during Public Comment period.

(5): RECON will prepare a draft Record of Decision for submittal to the USFWS for their use in the preparation of the final decision package.

Subtask 3 c: Adaptive Management Plan

(1): RECON will prepare a draft Adaptive Management Plan (AMP) based on the covered activities and, in part, incorporating the work product developed in the modeling process described in Task 6 a. The AMP will provide a framework of implementation measures to minimize and mitigate the effects of the covered actions in the EARIP HCP and to respond to future changes in the project area of effect. The AMP will be developed through an iterative process with the EARIP, beginning after the identification of the proposed action. The AMP will have as primary goal the reduction of uncertainty in the implementation of measures to manage and? monitor the spring system and associated covered species. The AMP will be developed as an implementation program including planning, monitoring, research, evaluation, and mechanisms and guidance for adjusting management to achieve specific objectives established in the EARIP HCP. Preliminary drafts of the AMP will be presented to the EARIP for review and input during plan development, and prior to submittal of the draft AMP.

(2): RECON will prepare a final Adaptive Management Plan for incorporation into the EARIP HCP.

Key Deliverables: Preliminary Draft EARIP HCP, Draft EARIP HCP, Public Review Draft EARIP HCP, Final EARIP HCP, Preliminary DEIS, Draft EIS, Public Review DEIS, Final EIS, Section 10(a) Application, draft Record of Decision, and draft and final Adaptive Management Plans, (3 camera ready copies and electronic copies in Microsoft Word and pdf formats).

Task 4: (optional): Evaluation of existing data regarding the Whooping Crane

RECON shall collect and synthesize existing data and studies regarding the impacts of fresh water flows into the bays and estuaries on the whooping crane and the contribution of the springflow to those impacts. To the extent the EARIP uses a scientific review panel to evaluate those impacts, Paul Fromer may be requested to participate. The work effort may include up to 3 workshops with the expert panel focusing specifically on the whooping Crane.

Key Deliverables: Working Paper on the Whooping Crane(3 camera ready copies and electronic copies in Microsoft Word and pdf formats).

Task 5: NEPA Scoping Process

The NEPA scoping process shall be initiated early in the course of work pursuant to this Contract. This process will include publicly noticed meetings to provide a full and documented opportunity for the interested public to have input into the process. This will be accomplished through up to six publicly noticed scoping meetings in locations appropriate to reach the interested parties, including parties associated with the EARIP participants, to solicit input from the public on the issues that should be addressed in the NEPA document prepared for the FWS. RECON will assist the Program Director and FWS in the preparation of the NEPA scoping document and any requisite notices. As appropriate, Randy Hankamer of RECON shall attend and participate in public meetings regarding the scoping document. RECON shall prepare the response to any comments received through the scoping process.

Key Deliverables: Draft and final Scoping Report, which becomes, via the NEPA document, a part of the administrative record for the FWS decision on the issuance of the ITP (3 camera ready copies and electronic copies in Microsoft Word and pdf formats).

Task 6: Interface with the United States Fish and Wildlife Service

Subtask 6a: Biological Modeling

RECON shall prepare any biological modeling required by FWS to aid FWS in its preparation of its biological opinion and required to support the EARIP decision-making process. The RECON effort will be guided by a science team comprised of agency and other scientists familiar with biology of the focal species in the area of effect of the EARIP. The goals of this process will be

to quantify the current status of species within the action area and to develop models quantifying key relationships and interactions. Such models may include weighted influence diagrams in the context of Bayesian Belief networks, but at a minimum will allow quantification of relationships among the key factors influencing the focal species. The analysis will be developed through an iterative process through a series of 5 or 6 workshops and individual contacts with species experts. RECON will prepare documentation of the discussions and conclusion of the participants, with a focus on providing a means to prioritize management options, especially with respect to restoration activities. Models will be developed using the best available scientific and commercial information, with review and guidance from the science team. The modeling process will provide better predictions of how the spring systems and associated species will respond to the actions and minimization measures proposed in the EARIP HCP and contribute to the development of the AMP. The role of the models will be to reduce the ecological uncertainties in the spring systems in the context of other sources of uncertainty, including environmental, controllability, and observability.

Subtask 6b: Interfacing with FWS

RECON will work with the FWS during the development of the Documents, recognizing its distinct role in the EARIP process and role as the lead agency in the development of the EIS. RECON may from time-to-time attend, with the applicant, meetings with FWS to discuss issues related to the development and preparation of the Documents. RECON will meet with FWS staff early to clearly identify the collective goals and objectives of the RIP, HCP, and NEPA process.

Subtask 6c: Responding to Public Comments

In the development of the EIS, there will be more direct interaction with the FWS, inasmuch as the EIS will be their decision document for issuance of the permit. RECON will to the extent necessary implement any changes or assist in the preparation of any responses to comments on the EIS, required by FWS for approval of the Program Document. RECON will coordinate closely with FWS staff at the Regional and Field Office level.

Key Deliverables: *Draft and final working papers for each species or ecosystem addressed in the decision-making process (3 camera ready copies and electronic copies in Microsoft Word and pdf formats).*

Task 7: Project Management

Subtask 7 a: Project Management

RECON will provide administration, contract management, and coordination of the RECON/Hicks & Company consultant team as well as coordination with the Project Team throughout the term of the contract. Coordination will include contract administration, billings, and subcontractor management.

Subtask 7 b: Progress Reports

Progress on completion of the agreed to tasks will be documented in monthly progress reports which will be submitted prior to monthly meetings with the Project Manager and EARIP workgroup.

Key Deliverables: *Monthly progress reports, including assessment of percent of completion of major tasks identified in this scope of work.*

In carrying out the Tasks in this Scope of Work, RECON shall use its best efforts to complete the Tasks according to the following Milestones as summarized in Table 1 below and the timeline attached to this scope of work (Attachment A) and to the extent feasible the submittal of work products will be coordinated with EARIP meetings to allow for input from the participants.

Table 1

EARIP HCP/EIS Project Milestones

Task	Action	Completion Date
	Consultant Contract Approved / Project Initiation (Steering Committee Meeting)	October 8, 2009
5	Attend NEPA Scoping Meetings and review NOI and public notice materials	Fall 2009
1 a,b,c	Complete Report on Review of Existing Documents	December 3, 2009
	Report on Review of Existing Documents (Steering Committee Meeting)	December 2009
4	Submit report studies and information regarding the whooping crane (optional)	February, 2010
	Report on Covered Activities (Steering Committee Meeting)	June 2010
	Report on Adaptive Management and Monitoring (Steering Committee Meeting)	August 2010
6 a	Submit draft working papers for species and ecosystems addressed in the model development process.	June 2010?
3 c (1)	Submit Draft Adaptive Management Plan.	November 1, 2010

	Report on Mitigation and Recovery Measures (Steering Committee Meeting)	November 11, 2010
3 a (1)	Preliminary Draft HCP for EARIP Review	December 22, 2010
	Presentation of Preliminary Draft EARIP HCP (Steering Committee Meeting)	January 13, 2011
3 b (1)	Preliminary Draft EIS for EARIP Review	January 26, 2011
	Presentation of Preliminary Draft EIS (Steering Committee Meeting)	February 10, 2011
3 c (2)	Submit Final Adaptive Management Plan	March 11, 2011
3 a (2)/ 3 b (2)	Preliminary Draft EARIP HCP and Preliminary DEIS (complete document including Appendices)	April 29, 2011
	Present Preliminary Draft EARIP HCP and Preliminary DEIS (Steering Committee Meeting)	May 12, 2011
	Revised Preliminary Draft HCP and EIS	May 31, 2011
	Present Revised Preliminary Draft HCP and EIS (Steering Committee Meeting)	June 9, 2011
3 a (3)/ 3 b (3)	Draft HCP and EIS for Public Review	June 30, 2011
	Public Review and Comment Period Ends	September 28, 2011
6 c	Submit Responses to Comments	October 31, 2011
	Present Preliminary Final HCP and EIS (Steering Committee Meeting)	December 8, 2011
	Submit Preliminary Final HCP and EIS for Agency Review	December 19, 2011
3 a (4)/ 3 b (4)	Final HCP and EIS Completed	April 9, 2012
3 b (5)	Submit draft Record of Decision	May 9, 2012

EXHIBIT B
REQUEST FOR PROPOSALS
FOR THE
EDWARDS AQUIFER RECOVERY IMPLEMENTATION
PROGRAM'S DOCUMENTS

EXHIBIT C
EXPENSE AND TASK BUDGETS FOR PROPOSALS
FOR THE
EDWARDS AQUIFER RECOVERY IMPLEMENTATION
PROGRAM'S DOCUMENTS