

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENVIRONMENTAL SERVICES**

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and BIO-West, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Environmental Services on March 27, 2018 pursuant to SOQ 14-025, (hereinafter "Agreement"), as amended by document executed on September 4, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services under the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed nine thousand dollars and no/100 (\$9,000.00) to perform the additional Services, as described in Contractor's proposal dated March 24, 2020 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed one hundred sixty-seven thousand five hundred dollars and no/100 (\$167,500.00), authorized as follows:
 - \$150,500.00 under the Agreement
 - \$8,000.00 under the Amendment; and
 - \$9,000.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Second Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

BIO-WEST, INC

KP George, County Judge



Authorized Agent – Signature

Date

Martin Heaney

Authorized Agent – Printed Name

ATTEST:

Vice President

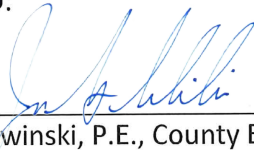
Title

Laura Richard, County Clerk

June 8, 2020

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A



March 24, 2020

Mr. Ike Akinwande, P.E.
Fort Bend County Engineering
301 Jackson Street; 4th Floor
Richmond, TX 77469

**Re: 2017 Fort Bend County Mobility Projects
Additional Environmental Support
Loop FM 762 - Front Street Project**

Dear Mr. Akinwande:

BIO-WEST, Inc. (BIO-WEST) is pleased to provide the Fort Bend County Engineering Office (FBC-ENG) this additional proposal and cost estimate to provide the requested environmental services for the Loop FM 762 – Front Street roadway project, part of the 2017 Fort Bend County Mobility Projects. BIO-WEST is currently under contract to provide environmental services for multiple other road projects under the 2017 Fort Bend County Mobility Projects, the PO for those projects is 164490 and a copy of that PO is attached to this Scope of Work and Cost Estimate.

PROJECT APPROACH

Environmental Review

BIO-WEST will provide environmental support for the Loop FM 762 and Front Street road project, based on comments made and information requested by Texas Department of Transportation (TXDOT). This specifically is in reference to environmental compliance with the Clean Water Act (CWA), Section 106 of the National Historic Preservation Act (NHPA), and the Endangered Species Act (ESA).

BIO-WEST ecologists will perform cursory field investigations for potential waters of the U.S., including a walk-through of the proposed project alignment, threatened and endangered species field investigations, and a basic desktop cultural resources analysis.

Based on project alignment review, it is BIO-WEST's opinion that no coordination with the United States Army Corps of Engineers or the United States Fish and Wildlife Service will be required. It is possible that coordination with the Texas Historical Commission (THC) will be required, due to the properties and agencies involved in the project.

ESTIMATED COSTS

Task 1 – Additional Environmental Support – Loop 762 & Front Street Project..... \$9,000.00

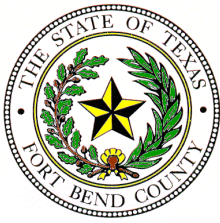
GRAND TOTAL \$9,000.00

BIO-WEST greatly appreciates this opportunity to assist Fort Bend County Engineering with the 2017 Mobility Projects. Upon your review of this proposal contract documents will be submitted at your request. If you have any questions or comments, please feel free to contact me.

Sincerely,



Andy Boswell
Senior Project Manager



Fort Bend County Engineering
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.
County Engineer

MEMORANDUM

June 23, 2020

TO: Members of the Commissioners Court

**RE: Bio-West, Inc. Second Amendment
Environmental Services**

The total cost of the Amendment is \$9,000. The funding will be transferred from the following projects:

Project No.	Project Name	Amount
X18	Front Street	\$9,000
Total		\$9,000
