

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

(Compass Environmental Solutions, LLC – SOQ 14-025)

THIS FIRST AMENDMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Compass Environmental Solutions, LLC, Consultant"), a Texas limited liability company. County and Consultant are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the County previously entered into that certain agreement for Professional Environmental Services with Bio West, Inc. on February 22, 2022 (the "Agreement") for the Evergreen Road Detention Facility under the Fort Bend County 2020 Mobility Program pursuant to SOQ 14-025; and

WHEREAS, on January 3, 2023, the Fort Bend County Commissioners Court consented to an assignment of the Agreement from Bio-West, Inc. to Consultant; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by Consultant to increase the total Maximum Compensation for the completion of such services and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Assignment.** The term "Consultant" in the Agreement shall be amended to mean "Compass Environmental Solutions, LLC" as of the assignment date of January 3, 2023. The term "Consultant" shall no longer mean "Bio-West, Inc."
2. **Scope of Services.** County shall pay Consultant an additional Thirteen Thousand, Five Hundred and 00/100 Dollars (\$13,500.00) for the performance and completion of additional services as described in Consultant's Proposal dated October 9, 2024 (the "Services") attached hereto as Exhibit "A-1" and incorporated by reference for all intents and purposes.

3. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Three Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$317,500.00) authorized as follows:

\$304,000.00 under the Agreement
\$ 13,500.00 under this First Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$317,500.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Seventeen Thousand, Five Hundred and 00/100 Dollars (\$317,500.00).

4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND 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.
7. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.
8. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{EXECUTION PAGE FOLLOWS}

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 County.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

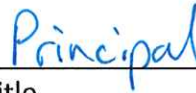
COMPASS ENVIRONMENTAL SOLUTIONS, LLC



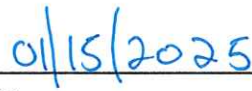
Authorized Agent - Signature



Authorized Agent - Printed Name



Title



Date

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant,
County Auditor

Exhibit A-1: Consultant's Proposal dated October 9, 2024.

i:\agreements\2024 agreements\engineering\compass environmental solutions (22-Eng-100661-A1)\1st amendment to agmt - compass environmental solutions .docx - JLF

Exhibit A-1

October 9, 2024

Mr. Ike Akinwande
Fort Bend County Engineering
c/o TetraTech
301 Jackson, 4th Floor
Richmond, TX 77469

**RE: Request for Additional Environmental Services
Evergreen Road Detention Facility
Fresno, Fort Bend County, Texas**

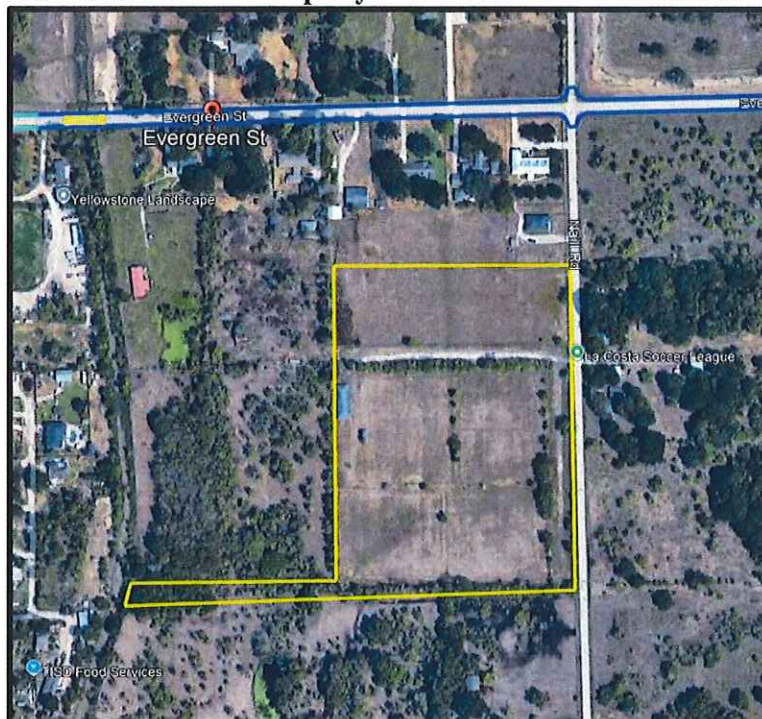
Dear Mr. Akinwande:

Compass Environmental Solutions, LLC (COMPASS) is pleased to provide the following additional scope of work and cost estimate for a waters of the U.S. delineation, threatened and endangered species assessment, desktop cultural resources review, and a Phase I ESA on approximately 14.00 acres of undeveloped property in Fresno, Texas. Specifically, COMPASS understands that the improvements associated with Evergreen Road will require a detention basin to be constructed and outfall into Mustang Bayou.

This area was not previously included in the study and investigation area of Evergreen Road and will require additional survey. Due to the fact that this area is approximately 14.00 acres, COMPASS has prepared a separate additional services request. It is likely that that some form of Section 404 Clean Water Act permitting will be required to complete the project as currently designed and laid-out.

As submitted to COMPASS via email by TetraTech; the area for investigation is below outlined in yellow.

Property Site Exhibit



TECHNICAL SCOPE

Waters of the U.S. Delineation

COMPASS will assess the project area to map onsite aquatic features potentially regulated by the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act (RHA). Field efforts will be designed to identify and delineate the boundaries of potentially jurisdictional waters of the U.S. at the project site. Our methods would include:

- Review of topographic maps, aerial photographs, hydric soils lists, public databases, etc.
- Field reconnaissance of the project site for identification of wetlands and other waterbodies
- Use of a Trimble® Global Positioning System (GPS) device with sub-meter accuracy to mark each sampling location and the extent of any wetlands or waterbodies within the project site boundaries per USACE standards

This effort will identify and document the presence of waters of the U.S., including wetlands, within the project site and include a delineation of these resources as specified in the 1987 USACE Wetlands Delineation Manual, the 2010 Regional Supplement to the USACE of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region – Version 2.0, Regulatory Guidance Letter 05-05 – Ordinary High Water Mark (OHWM) Identification, and other applicable industry guidance and standards. All aquatic features will be classified in the field by either simplified United States Fish and Wildlife Department's (USFWS) Cowardin System of Wetland Classification for wetlands, or observable or recorded flow regime per current United States Geologic Survey (USGS) and USACE definitions.

T&E Species and Critical Habitat Assessment

In conjunction with the fieldwork associated with the waters of the U.S. delineation, COMPASS will assess the site for presence or absence of state and federally-listed threatened and endangered species and their critical habitat within the proposed work corridor. Prior to fieldwork, COMPASS will review applicable listings from the United States Fish and Wildlife Service (USFWS) to determine appropriate species lists and their respective terrestrial and/or aquatic habitat. COMPASS will document existing habitats within the subject property and will perform a potential presence survey for listed species documented to occur in Fort Bend County, Texas. Additionally, COMPASS will photo-document existing habitats within the subject property.

Cultural Resources Desktop Site File Review

A desktop level of investigation will be completed in order to determine the potential for intact, buried resources to be found in the projects' construction footprint/archaeological APE. Site file research will be conducted by consulting online research archives maintained by the THC. Research objectives will be to identify all previously recorded cultural resources that may be located within the project APE and within 1.6 kilometers (1 mile) of the proposed project's APE. A review of the Texas Historic Sites Atlas, the National Register of Historic Places (NRHP) database, the list of State Archaeological Landmarks, and the list of Recorded Texas Historic Landmarks, will be reviewed. In addition, soils maps, topographic maps, and aerial photographs will be inspected in order to determine the potential for previously unrecorded archaeological sites to be present within the project footprint. The TX DOT Potential Archeological Liability Map (PALM) will be reviewed as part of the assessment.

Phase I Environmental Site Assessment

Our scope of work includes: (1) a review of readily available historical topographic maps, fire insurance maps, soil maps, and aerial photographs, (2) interviews with the property owner or occupant and agency officials from the local health and fire departments, (3) searches of state and federal records databases, (4) a site inspection, and (5) completion of a report.

In addition to the noted scope of work, COMPASS requests that any of the following helpful documents or reports (if they exist and are available to you) be submitted to our office to expedite the environmental assessment: (a) site assessment reports; (b) environmental audit reports; (c) environmental permits for disposal, discharge, etc.; (d) tank registration; (e) material safety data sheets (MSDS); (f) community right to know plans; (g) health and safety plans, spill prevention plans, etc.; (h) hydrogeologic reports; (i) government violations or notices; (j) hazardous waste generator notices or reports; (k) any geotechnical studies, (l) site or plat maps; (m) appraisal information (not including property value), and (n) title reports showing the chain of ownership.

COMPASS's proposed scope of work provides a limited but reasonable assessment of the property. The work will be conducted according to the protocols for conducting Phase I assessments described in the American Society for Testing and Materials (ASTM) E 1527-21 document.

Phase I ESA reporting **will not include**: asbestos, building materials, waste sampling, threatened and endangered species, wetlands, or archaeology – these items are covered separately by other tasks.

Environmental Document Preparation

Following on-site investigations, an environmental overview report (EOR) will be prepared for the project. This report will include documentation required by the USACE, including, but not limited to: project introduction, background research, methodology, results, findings, COMPASS's professional recommendation on the jurisdictionality of all on-site aquatic features, site maps, a waters of the U.S., including wetlands delineation map, and project site photographs documenting site conditions. All findings presented in this letter report would be based on COMPASS's professional experience with similar projects under similar circumstances. Only the USACE and EPA can make the final jurisdictional determination.

Mapping and GIS

All geographic information data (USACE Routine Data points for waters of the U.S. and uplands, position lines, photo-points, ordinary high water mark points, etc.) from the delineation will be compiled by field crews, downloaded, and corrected via Pathfinder into ArcGIS. Data will be recorded in accordance with the USACE Galveston District's Standard GPS Protocol. COMPASS's GIS analysts will input this data into a master map file for the FBC-ENG and their selected engineer.

ASSUMPTIONS

COMPASS has prepared this scope and cost estimate based on the following assumptions:

- Project site access will be provided during normal business hours.
- No weather-related delay days are assumed. Any delays due to weather or lack of access may result in additional mobilization costs or field days.
- If the results and findings from any assessment indicate the need for further study beyond the scope of work specifically enumerated herein (i.e., forensic, or atypical delineation efforts), COMPASS will notify TetraTech of the conditions of concern and recommendations for revised services, and additional costs and request a change order.
- The proposed budget is inclusive of professional labor, expenses, materials, contractors, and reporting necessary to complete the proposed scope of services.
- At this time, this proposal does not include Clean Water Act permitting
- Coordination with any federal or state agency is not included in this cost estimate.

COST ESTIMATE

COMPASS proposes to provide the aforementioned services for a not-to-exceed, lump sum fee of **\$13,500.00**. Table 1 below details the cost per task.

Table 1: Cost Estimate by Task

Task	Cost Estimate
Environmental Investigations	\$13,500.00
Grand Total	\$13,500.00

These cost estimates are inclusive of all labor, equipment, and all associated costs to provide said deliverables. This is an estimate based upon current project knowledge, equipment, and rates at the time of this proposal.

CONDITIONS OF ENGAGEMENT

COMPASS greatly appreciates the opportunity to provide this scope of services and cost estimate. If you have any questions or would like any additional information, please feel free to contact me at (832) 612-2874 or ABoswell@compassenvs.com.

Sincerely,



Andy Boswell
Principal
Compass Environmental Solutions, LLC