

than December 31, 2029. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is \$566,250.00. In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.
- (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
- (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is \$566,250.00. In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 \$566,250.00 specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement,

that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$566,250.00.

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, ENGINEER SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR

PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or

servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

(a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.

(b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

(1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.

(2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.

(3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.

(4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.

(5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail (“Notice”). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
- (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the “Affected Party”) thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party’s obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other

inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Engineer: Compass Environmental Solutions, LLC
1625 Cottonwood School Road
Rosenberg, Texas 77471

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County’s Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer’s Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer’s Proposal to County’s waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer’s Proposal are hereby deleted.
30. **Indemnification by County. ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER’S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**

31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled "Agreement for Professional Engineering Services" and the terms of Engineer's Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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, Engineer 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.
38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER 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.
39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
41. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.

42. **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.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

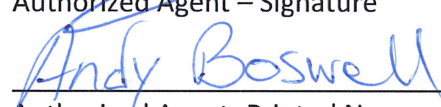
ATTEST:

Laura Richard, County Clerk

**COMPASS ENVIRONMENTAL SOLUTIONS,
LLC**



Authorized Agent – Signature



Authorized Agent- Printed Name

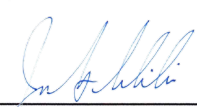


Title



Date

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor



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

**Re: 2023 Fort Bend County Mobility Projects
Environmental Services for the Proposed 2023 Fort Bend County Mobility Projects**

Dear Mr. Akinwande:

Compass Environmental Solutions, LLC (COMPASS) is pleased to provide the Fort Bend County Engineering Office (FBC-ENG) this proposal and cost estimate to provide the requested environmental services for the 2023 Fort Bend County Mobility Projects.

PROJECT APPROACH

Environmental Review

COMPASS has reviewed the 'August 8, 2023 Proposed Final' 2023 Fort Bend Mobility projects and determined the approximate level of environmental review for those projects. A number of projects include updates to existing infrastructure, signal modification, or intersection and turn lane improvements within existing roadways and disturbed areas. In the professional opinion of COMPASS, these projects are not applicable (NA) for environmental review due to the nature of work and the existing previous work disturbance; they are labeled as such on the included Cost Estimate.

It is COMPASS's recommendation that the majority of projects be reviewed for basic environmental due diligence at a minimum, which includes the following tasks:

- 1) Waters of the U.S. review and investigation
- 2) Threatened and endangered species assessment
- 3) Cultural and historic resources review

Environmental level of effort increases from this point in varying degrees described and discussed on the following pages.

During the initial project review, all mobility projects were reviewed for their potential impact to apparent natural resources. Projects were then categorized into different levels of environmental review and investigation.

Level 1a – Due Diligence - existing road expansion within fully developed areas, no additional ROW needed.

Cost for Level 1a = \$5,500

Level 1b – Due Diligence + - existing road expansion within mostly/partially developed areas, small additional ROW is likely or required. This will include a windshield or minor field survey to ensure there are no surprise issues.

Cost for Level 1b = \$6,500

Level 2 – Fieldwork Investigation Required & Impacts Not Likely - existing road expansions in mostly undeveloped areas; more than minimal additional ROW is likely or required Waters of the U.S. Delineation will be conducted as it is HIGHLY RECOMMENDED, but no permitting is expected.

Cost for Level 2 = \$11,000

Level 3 – Fieldwork Investigation Required and Minimal Impacts Probable & Unavoidable – road expansion in areas with water crossings or likely wetlands - Waters of the U.S. Delineation will be conducted; Clean Water Act permitting without agency coordination (No-PCN NWP 14) will be conducted if necessary

Cost for Level 3 = \$15,000

Level 4 – More than Minimal Level of Impacts Apparent & May Require Agency Involvement

Cost for Level 4 = \$18,000 - \$25,000

TBD COMPASS will consult with FBC/ENG directly to address these projects.

Level 5 – Standard Individual Permit likely

Cost for Level 5 = TBD

COMPASS will consult with FBC/ENG directly to address these projects. At this time, no Level 5 projects have been identified.

Level 1 Projects - Environmental Critical Issues Analysis – All Selected Projects

All projects not categorized as “Not Applicable” will undergo an Environmental Critical Issues Analysis (ECIA). Through this Environmental Critical Issues Analysis, COMPASS ecologists will review publicly available historical imagery, topographic maps, National Wetland Inventory maps, NRCS soil maps, color and infra-red aerial photography, and current floodplain maps to estimate the presence and scale of potential waters of the United States (U.S.) which may exist within a survey review area surrounding the proposed roadway alignments. COMPASS recommends that the survey review area will vary from a 150-foot to a 500-foot buffer on the project alignment depending on project location, surrounding development, and perceived need.

In order for the ECIA to be as comprehensive as possible, COMPASS ecologists will also perform cursory field investigations for potential waters of the U.S., including a walk-through of the proposed project alignment, cursory threatened and endangered species field investigations, and a basic desktop cultural resources analysis. These investigations will provide a cost-effective and thorough environmental evaluation of each roadway project.

All projects which undergo ECIA review will have individual ECIA Reports produced for submission to FBC-ENG or the projects engineering team. These reports will provide an overall compilation of the data collected via background research, as well as, the field investigatory processes. The ECIA Reports will include COMPASS’s professional judgment and recommendations on the environmental pathway(s) for moving forward with the project. These results have the potential to reduce further environmental regulatory involvement through the alteration of project design and/or construction techniques of proposed projects.

The cursory field investigations discussed within this section should NOT to be considered; in the case of waters of the U.S., formal wetland delineations conducted according the 1987 United States Army Corps of Engineers (USACE) Wetland Delineation Manual, and in the case of threatened and endangered species, species-specific surveys. However, findings will be based on similar criteria used by the USACE to determine jurisdictionality under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act and professional experience of the COMPASS team.

Level 2-5 Projects

Projects that, based on the initial review conducted, require field work to document natural resources fall into this category. All mobility projects in Levels 2-5 will have the following services conducted:

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) and Texas Parks and Wildlife (TPWD) 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.

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.

Level 3-5 Projects

Projects that, based on the initial review conducted, will require field work to document nature resources and are likely to have impacts to waters of the U.S. or other sensitive natural resources fall into this category. These mobility projects will have all of the above services conducted in addition to selected tasks below as noted.

Clean Water Act Permitting

No Preconstruction Notification Nationwide Permit 14

This task includes a no preconstruction notification (PCN) Nationwide Permit (NWP) 14 for transportation projects, due to the bridges (pedestrian or other) that may be built. This No-PCN NWP 14 will not be submitted to the USACE. Impacts must, in aggregate, total less than 0.10 acres (4,356 sq. ft.) of non-vegetated waters of the U.S., no vegetated waters of the U.S. can be impacted through the use of a No-PCN NWP 14.

Nationwide Permit 14 with PCN

In the event wetlands or other sensitive aquatic sites will be impacted **and** impacts are less than 0.50 acre a NWP with PCN will be submitted to the USACE for coordination, review, and authorization. The purchase of mitigation credits (wetland and/or stream) may be required in order to receive authorization for the project.

Standard Individual Permit

Projects that are found to likely cause impact to more than 0.50 ac of waters of the U.S. fall into this category. If, after field activities and engineering review, a mobility project is determined to exceed 0.50 acres of impact to waters of the U.S. COMPASS will immediately alert FBC-ENG and the engineering team and work on an additional scope of work for the Standard Individual Permitting action. *At this time, Project # 23209 is believed to be the only mobility project to meet this criterion.

Contingency & Project Management

COMPASS will provide a contingency on any project that has been expected to NOT require direct coordination with the USACE and that ends up needing additional environmental support. COMPASS will work under this task in order to ensure FBC-ENG is in compliance with all environmental regulations pertinent to the Clean Water Act should it be required. General project management will include bi-monthly updates to FBC-ENG staff of progress as well as day to day management of general project tasks. This fee will be 10% of the total Environmental Costs for all four Precincts' combined.

On-Call Environmental Support

COMPASS proposes to assist FBC-ENG with projects that are not categorized and/or were not included on the August 2023 Proposed List by providing on-call environmental oversight and management services. This oversight and management will primarily consist of ECIA, administrative completeness reviews, technical aspects of adherence to Section 404 Clean Water Act regulations, appropriate mitigation application, and scheduling maintenance. In addition, COMPASS will assist FBC-ENG in any capacity as requested for the 2023 Mobility Projects.

Cost Estimate

COMPASS has reviewed all published 2023 Mobility Projects and provided a per-project cost estimate, included on the attached Cost Estimation Sheets in addition to the fees shown on the attached sheets, COMPASS proposed the following tasks/charges.

<u>Precinct 1 Environmental Estimated Costs.....</u>	<u>\$145,500</u>
<u>Precinct 2 Environmental Estimated Costs.....</u>	<u>\$208,000</u>
<u>Precinct 3 Environmental Estimated Costs.....</u>	<u>\$16,500</u>
<u>Precinct 4 Environmental Estimated Costs.....</u>	<u>\$117,500</u>
<u>Contingency and Project Management (Time & Materials).....</u>	<u>\$48,750</u>
<u>On-Call Environmental Support (Time & Materials).....</u>	<u>\$30,000</u>
<u>Total Potential Environmental Cost.....</u>	<u>\$566,250</u>

COMPASS greatly appreciates this opportunity to assist Fort Bend County Engineering with the 2023 Mobility Projects. Upon your review of this proposal contract documents will be submitted at your request. If you have any questions or comments, please call the COMPASS office at (832) 595-9064.

Sincerely,



Andy Boswell
Principal – Senior Scientist and Permitting Manager
Compass Environmental Solutions, LLC

PROJECT NO.	PROJECT	PM	Environmental Level of Effort	Preliminary Env Cost
23101	Road Maintenance	Road and Bridge		
23102	Traffic Signals and Safety Improvements	BBI	N/A	N/A
23103	Skinner Lane (Seg. 1)	KCI	Level 1a	\$5,500.00
23104	Skinner Lane (Seg. 2)	KCI	Level 1a	\$5,500.00
23105	Skinner Lane (Seg. 3)	KCI	Level 1a	\$5,500.00
23106	Skinner Lane (Seg 4)	KCI	Level 1a	\$5,500.00
23107	Settegast Ranch Road (Seg. 1)	BBI	Level 1a	\$5,500.00
23108	Settegast Ranch Road (Seg. 2)	BBI	Level 1a	\$5,500.00
23109	Falcon Landing Boulevard	BBI	N/A	N/A
23110	Pool Hill Road (Seg. 1)	KCI	Level 2	\$11,000.00
23111	Pool Hill Road (Seg. 2)	KCI	Level 3 (with no-PCN NWP 14)	\$15,000.00
23112	Pool Hill Road (Seg. 3)	KCI	Level 2	\$11,000.00
23113	Rogers Road (Seg. 1)	BBI	Level 3 (with no-PCN NWP 14)	\$15,000.00
23114	Rogers Road (Seg. 2)	BBI	Level 2	\$11,000.00
23115	Hunt Road (Seg. 1)	KCI	Level 1b	\$6,500.00
23116	Hunt Road (Seg. 2)	KCI	Level 1b	\$6,500.00
23117	Hunt Road (Seg. 3)	KCI	Level 3 (with no-PCN NWP 14)	\$15,000.00
23118	Fulshear Bend Drive	KCI	Level 1b	\$6,500.00
23119	Pin Oak Road	City Managed		
23120	James Lane Road	KCI	Level 3 (with no-PCN NWP 14)	\$15,000.00
23121	Redbird Lane	City Managed		
23122	Cummings Road	City Managed		
23123	Graeber Road	City Managed		
23124	Sidewalk Improvements	KCI	N/A	N/A
PCT 1 Env Estimated Total				\$145,500.00

PROJECT NO.	PROJECT	PM	Environmental Level of Effort	Preliminary Env Cost
23201	Road Maintenance	Road and Bridge		
23202	Traffic Signals and Safety Improvements			
23203-1	Kansas St - Segment 1	TetraTech	Level 2	\$11,000.00
23203-2	Kansas St - Segment 2	TetraTech	Level 2	\$11,000.00
23204	Kentucky Road	TetraTech	Level 3	\$15,000.00
23205	Benton Road (Seg. 1)	BBI	Level 3	\$15,000.00
23206	Masterson Road	BBI	Level 3	\$15,000.00
23207	Downtown Missouri City	TetraTech	Level 2	\$11,000.00
23208	Thompsons (Various Roads)	Local Entities		
23209-1	FM 2759 - Segment 1	TxDOT		
23209-2	FM 2759 - Segment 2	TxDOT		
23210-1	Needville Fairchilds Road - Segment 1	TetraTech	Level 1b	\$6,500.00
23210-2	Needville Fairchilds Road - Segment 2	TetraTech	Level 1b	\$6,500.00
23211	Colony Road	TetraTech	Level 1a	\$5,500.00
23212-1	Sienna Parkway - Segment 1	WSB	Level 3	\$15,000.00
23212-2	Sienna Parkway - Segment 2	WSB	Level 3	\$15,000.00
23213	Kitty Hollow/SH 6 Intersection	TetraTech	Level 1a	\$5,500.00
23214	3rd Street and Shadow Gate Lane	WSB	Level 3	\$15,000.00
23215	Road Rehabilitation at Various Locations	Local Entities		
23216	Sidewalk Safety Program	TetraTech	N/A	N/A
23217x	Sears Road	TetraTech	Level 1a	\$5,500.00
23218x	Post Road (Seg. 1)	BBI	Level 2	\$11,000.00
23219x	Post Road (Seg. 2)	BBI	Level 1b	\$6,500.00
23220x	Hillcroft Road	TetraTech	Level 1a	\$5,500.00
23221x	McKeever Road	TetraTech	Level 1b	\$6,500.00
23222x	Ricefield Rd. Seg. 1	BBI	Level 3	\$15,000.00
23223x	Ricefield Rd. Seg. 2	BBI	Level 2	\$11,000.00
PCT 2 ENV Total				\$208,000.00

PROJECT NO.	PROJECT	PM	Fee	Environmental Level of Effort	Preliminary Env Cost	Notes
23301	Road Maintenance	Road and Bridge		N/A	N/A	---
23302	Traffic Signals and Safety Improvements	SPI	\$ 15,000	N/A	N/A	---
23303	West Airport	SPI	\$ 375,000	Level 1a	N/A	---
23304	University Boulevard Turn Lane Improvements	SPI	\$ 85,000	N/A	N/A	---
23305	Old Richmond Road	SPI	\$ 340,000	Level 2	\$11,000	---
23306	Four Corners Area Street and Drainage Improvements	SPI	\$ 135,000	Level 1a	\$5,500	---
23307	University Boulevard at W. Avalon Drive	SPI	\$ 50,000	N/A	N/A	---
23308	University Boulevard at E. Avalon Drive	SPI	\$ 50,000	N/A	N/A	---
23309	Various Road Rehabilitation	SPI (BGE/Quiddity)	\$ 280,000	Level 4	N/A	---
23310	Dorrance Lane	Contribution Only		N/A	N/A	---
23311	Pike Road - Stafford	Contribution Only		N/A	N/A	---
23312	Knights Court	Contribution Only		N/A	N/A	---
23313	Glenn Lakes Lane	Contribution Only		N/A	N/A	---
23314	Pike Road - Missouri City	Contribution Only		N/A	N/A	---
23315	Soldiers Field Drive Extension & First Colony Boulevard Roundabout	Contribution Only		Level 2	N/A	---
23316	Austin Pkwy & Commonwealth	LJA	\$ 10,000	N/A	N/A	City-County Managed
23317	Williams Trace Boulevard Phase 3 Reconstruction	LJA	\$ 10,000	N/A	N/A	City-County Managed
23318	Williams Trace Boulevard Turbo Tee Intersection	LJA	\$ 10,000	Level 1a	N/A	City-County Managed
23319	David Searles	LJA	\$ 10,000	N/A	N/A	City-County Managed
23320	Sweetwater Boulevard Phase 2	LJA	\$ 10,000	Level 2	N/A	City-County Managed
23321	Sweetwater Boulevard Phase 1	LJA	\$ 10,000	Level 1a	N/A	City-County Managed
23322	Austin Parkway Phase 1	LJA	\$ 10,000	Level 2	N/A	City-County Managed
23323	Austin Parkway Phase 2	LJA	\$ 10,000	Level 1a	N/A	City-County Managed
23324	Dulles Avenue Pedestrian Improvements	LJA	\$ 10,000	Level 3	N/A	City-County Managed
23325	Lexington Boulevard Phase 2	LJA	\$ 10,000	N/A	N/A	City-County Managed
23326	New Territory at Heatherton	LJA	\$ 10,000	N/A	N/A	City-County Managed
23327	Lexington Boulevard Phase 1	LJA	\$ 10,000	N/A	N/A	City-County Managed
23328	Quiet Zones	LJA	\$ 10,000	N/A	N/A	City-County Managed
23329	Burney Road	LJA	\$ 10,000	Level 1a	N/A	City-County Managed
23330	Settlers Way Boulevard	LJA	\$ 10,000	Level 1a	N/A	City-County Managed
23331	Sugar Land Trail Phase 2	LJA	\$ 10,000	Level 1a	N/A	City-County Managed
23332	Sidewalk Safety Program	LJA	\$ 10,000	N/A	N/A	City-County Managed

PCT 3 ENV Total **\$16,500**

PROJECT NO.	PROJECT	PM	Environmental Level of Effort	Preliminary Env Cost
23401	Road Maintenance	Road and Bridge		
23402	Traffic Signals and Safety Improvements	PD	N/A	N/A
23403	Intersection Improvements Program	LJA	N/A	N/A
23404	Band Road	PD	Level 2	\$11,000.00
23405	Powerline Road (Seg. 1)	LJA	Level 2	\$11,000.00
23406	Powerline Road (Seg. 2)	LJA	Level 2	\$11,000.00
23407	Clodine Road (Seg. 1)	PD	Level 2	\$11,000.00
23408	Clodine Road (Seg. 2)	PD	Level 1b	\$6,500.00
23409 (20428x)	Gaines Road (Seg. 1)	LJA	Level 1b	\$6,500.00
23410 (20429x)	Gaines Road (Seg. 2)	LJA	Level 2	\$11,000.00
23411	Humphrey Way	PD	Level 2	\$11,000.00
23412	Charlie Roberts Lane	PD	Level 4	\$22,000.00
23413	1st Street	PD	Level 2	\$11,000.00
23414	Sidewalk Safety Program	Local Entities		
23415	Bellaire Boulevard at S. Mason Road Turn Lanes	LJA	N/A	N/A
23416	Bellaire Boulevard at Grand Mission Boulevard Turn Lanes	LJA	N/A	N/A
23417	S. 1st Street	LJA	Level 1a	\$5,500.00
23418	Spacek Road	City Managed		
23419	Brazos Town Center (BTC) Connector Road	City Managed		
PCT 4 ENV Total				\$117,500.00