

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

THIS SIXTH 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 Berg-Oliver Associates, 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 December 16, 2014, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents dated July 28, 2015, (hereinafter "Amendment"), October 6, 2015, (hereinafter "Second Amendment"); November 3, 2015, (hereinafter "Third Amendment"); April 5, 2016 (hereinafter "Fourth Amendment"), and September 6, 2016 (hereinafter "Fifth Amendment"), collectively referred to as "Subsequent Amendments"; and

WHEREAS, the parties desire to further amend the Agreement to include additional services specifically related to Lake Olympia Phase 2, from FM 521 to the proposed Chimney Rock Extension as part of the 2013 Mobility Program, Project No. 13217x.

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

1. Services to be rendered under the Agreement shall be amended to add environmental services for the above referenced 2013 Mobility Project, as described in the Proposal dated April 17, 2017, attached hereto as Exhibit A, and incorporated herein for purposes.
2. County shall pay Contractor an additional five thousand five hundred dollars and no/100 (\$5,500.00), for the additional professional environmental services to be rendered under this Sixth Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed two hundred ninety-two thousand six hundred sixty-eight dollars and no/100 (\$292,668.00), authorized as follows:
 - A. \$35,420.00 under the Agreement;
 - B. \$3,550.00 under the Amendment;
 - C. \$121,856.00 under the Second Amendment;
 - D. \$3,542.00 under the Third Amendment;
 - E. \$95,300.00 under the Fourth Amendment;
 - F. \$27,500.00 under the Fifth Amendment; and
 - G. \$5,500.00 under this Sixth Amendment.
4. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment thereof exceed the Maximum Compensation without an agreement executed by the parties.

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

FORT BEND COUNTY

BERG-OLIVER, INC.

Robert E. Hebert, County Judge

Susan Alford, President

Date

Date

4-24-17

ATTEST:

Laura Richard, County Clerk

APPROVED:

Richard W. Stolleis, 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

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EXHIBIT A



ATTACHMENT A

BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science & Land Use Consultants
14701 St. Mary's Lane, Suite 400, Houston, Texas 77079
(281) 589-0898 fax: (281) 589-0007
Houston ♦ Dallas/ Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

April 17, 2017

Fort Bend County Engineering Department
Mr. J. Stacy Slawinski, P.E.
301 Jackson Street
Richmond, Texas 77469

Via email: Stacy.Slawinski@fortbendcountytexas.gov: DonDurgin@rpsklotz.com

Re: Proposal for Phase 2 of the Lake Olympia Extension, from FM 521 to the proposed Chimney Rock Extension, located in Fort Bend County, Texas
BOA Project Number 10161N-AJD

Dear Mr. Slawinski:

The following proposal is provided to Fort Bend County Engineering Department for environmental services for Phase 2 of the Lake Olympia Extension, with 300 foot ROW, approximately 2 miles, located within Fort Bend County, Texas. Berg ♦ Oliver Associates, Inc. (Berg ♦ Oliver) will provide special attention to complete the work in a timely and professional manner. We will begin the assessment upon your acceptance and execution of this proposal.

Berg ♦ Oliver Associates, Inc. is proposing to provide the following service: Task I) Approved Jurisdictional Determination (**10161N-AJD**). Attachment A describes this service.

PROJECT SCHEDULE

The scope of work involved in this environmental service proposal is anticipated to be complete within thirty (30) calendar days of the receipt of an executed proposal and boundary survey/plat, or other suitable boundary map by Berg ♦ Oliver. The project completion schedule is the goal of all parties; it does not, however, reflect unusual delays due to forces beyond the control of Berg ♦ Oliver and/or modifications to the scope of work based upon actual findings or additional requests by Trend Development, Inc., its agents, or governmental agency.

RIGHT OF ENTRY

Unless otherwise stated, it is assumed that the client has the authority to enter the property for purposes of conducting environmental assessments and herein grants that authority to Berg ♦ Oliver.

Berg ♦ Oliver Associates, Inc.
BOA Project Number 10161N-AJD
April 4, 2017

BASIC COMPENSATION AND METHOD OF PAYMENT

Berg♦Oliver proposes to provide the environmental services described below to Fort Bend County Engineering Department for the following lump sum amount:

Five Thousand Five Hundred Dollars (\$5,500.00)

If additional tasks require more than a 10% overage (as described above), Berg♦Oliver will provide the client with an appropriate change order.

This cost estimate is valid for a period of six (6) months beyond the date shown below. After six (6) months, cost estimates may change due to fluctuations in fuel, subcontractors, and other sources required to complete the project.

Berg♦Oliver will begin the work described herein upon the execution of this proposal by the client. Invoices for each lump sum amount will be invoiced upon completion of the task or upon 50%, 75%, and 100% completion if the project takes longer than thirty (30) days to complete. Invoices for all hourly work will be submitted monthly and will be based upon the attached Rate Schedule. Payment of all invoices is expected within thirty (30) days of the client's receipt of the invoice submitted by Berg♦Oliver. If invoice is not paid in full in thirty (30) days, interest will accrue at 1.5% per month (18% per annum).

CONFIDENTIALITY OF ASSESSMENT

The assessment and all related work and services of Berg♦Oliver Associates, Inc. are confidential. Berg♦Oliver Associates, Inc. is hereby employed by Fort Bend County Engineering Department pursuant to this contract. Under such contract relationship, all correspondence, written or oral, which relates to the findings of this study are, to the extent permitted by law, strictly confidential between the parties hereto, unless Berg♦Oliver Associates, Inc. receives a written request from the client to offer the results of this study to a third party not a part of this agreement/proposal. Environmental assessments may occasionally uncover extremely sensitive findings. It is the responsibility of Berg♦Oliver Associates, Inc. to report these findings to the authorizing client and to no other party.

PROPOSAL ACCEPTANCE AND EXECUTION

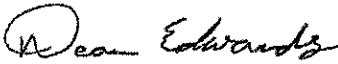
Acceptance of this proposal will serve as authorization to proceed with the work proposed herein. The signatory below also represents that the client has, or has secured, the authority to grant permission for Berg♦Oliver Associates, Inc. personnel to enter the subject property as necessary to conduct these assessments and that such permission is granted to Berg♦Oliver Associates, Inc. by the execution of this agreement/proposal. If the client is a Corporation or a Partnership, then the signature below will also represent the personal guarantee of the individual signing on behalf of the Client.

IN WITNESS THEREOF, Fort Bend County Engineering Department and Berg♦Oliver Associates, Inc. have accepted and executed this proposal for environmental services on this the _____ day of _____, 2017.

FORT BEND COUNTY ENGINEERING DEPARTMENT

By: _____
Authorized Signature

BERG♦OLIVER ASSOCIATES, INC.

By:  _____
Dean Edwards
Ecologist

TASK I
APPROVED JURISDICTIONAL DETERMINATION
SCOPE OF WORK

Berg♦Oliver will conduct a Jurisdictional Determination by U.S. Army Corps of Engineers (USACE) routine data form and Nexus test form for each identified wetland areas in order to document whether the wetland are non-jurisdictional or jurisdictional. Upland areas will be sampled as well to document that they are not jurisdictional waters of the U.S. The purpose of the study is to document the location of wetlands and determine if the wetlands meet the technical criteria of a jurisdictional wetland based upon current USACE and EPA policy regarding wetlands.

The Approved Jurisdictional Determination will consist of the following tasks:

Task 1: Review of NRCS Soil Surveys: Task 1 will include a review of previously published soil data published by the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), to determine the types of surface soils expected to be confirmed by on-site soil analysis.

Task 2: Review of Aerial Photographs: Task 2 will include a review of historical aerial color and black/white photographic enlargements for selected years. Infrared color photographs will be analyzed for the presence of wetland signature color distortions. Information for all photographic interpretation will be compared to locate recurring sites where wetland signatures are present.

Task 3: Site Reconnaissance for Wetland Indicators: Task 3 will include inspecting the property under the field procedures outlined in the Corps of Engineers Wetland Delineation Manual – Technical Report Y-87-1 by the USACE. Samples of vegetation, soils, and hydrology indicators will be taken at each change in topography or vegetation. Vegetation samples will be evaluated and recorded at each sample area. Upland vegetation will be verified, for it is as significant as wetland vegetation in the determination process. Inspection of the property for evidence or lack of wetland hydrology will be performed at each sample area. Soil samples will be evaluated at each test site for their hydric and non-hydric characteristics. Non-hydric soils verify upland status and are as significant as hydric soils in the determination process.

Transects are required for tracts greater than 5 acres in size, unless negotiated with the USACE to forego transects based on the homogeneous landscape and habitat type. TRANSECTS WILL NOT BE PERFORMED UNDER TASK I AT THIS TIME. If the client determines that transects are necessary, transects will be performed across the property, perpendicular to the nearest watercourse. A change order will be submitted to the client prior to beginning the transect field work.

Task 4: Preparation of a Map Representing Wetland Areas: Berg♦Oliver will prepare a map of the sampled areas and approximate boundary and location of potential wetland or waters of the U.S. areas.

Task 5: Report Preparation: Task 5 will include the preparation of a final letter report. The report will include a discussion of methodology used to assess the tract, site findings, copies

of all historical information reviewed, such as U.S. Geological Survey topographical maps, NRCS soil survey maps, aerial photographs, site photographs, USACE routine data sheets, Nexus forms, and a map of the sampled areas.



BERG ♦ OLIVER ASSOCIATES, INC.

Environmental Science & Land Use Consultants
14701 St. Mary's Lane, Suite 400, Houston, Texas 77079
(281) 589-0898 fax: (281) 589-0007
Houston ♦ Dallas/Fort Worth ♦ WDBE/HUB ♦ www.bergoliver.com

2017 PERSONNEL RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Billing Rate</u>
Project Director/Principal	\$195.00
Senior Associate	\$180.00
Senior Project Manager	\$170.00
Project Manager/Registered Environmental Manager	\$165.00
Professional Geologist	\$160.00
Health/Safety Officer/Chemist	\$160.00
NEPA Specialist	\$150.00
Project Coordinator	\$130.00
Wetlands Biologist/Ecologist	\$125.00
Soil Scientist/Geologist	\$125.00
Senior GIS Analyst	\$125.00
GIS Analyst	\$110.00
Field Technician	\$85.00
In-House Technician/Administrator	\$80.00
CADD Sr. Analyst	\$110.00
CADD Analyst	\$80.00
Administrative/Word Processing	\$65.00
Specialist Subcontractors	Cost + 15%

Above rates include all normal expenses of BOA's business, including mailing charges, in-house photocopying, long distance telephone costs, in-house graphic systems, and local area travel, unless otherwise stated in the agreement. Expenses, such as travel beyond fifty (50) miles, outside photocopying, delivery charges, photographic reproduction, and other outside services, are considered reimbursable by the client at rate of cost +15%. Any extraordinary reimbursable expenses, in excess of \$250.00 must have authorization from the client.

NOTE: The rate schedule is for the current fiscal year, with an effective date of January 1. Hourly rates are adjusted annually as inflation dictates. If this contract spans more than one fiscal year (ending December 31), hourly rates may be adjusted. Regardless of any rate adjustment, the "not to exceed" figures in a contract will not change.



BERG ♦ OLIVER ASSOCIATES, INC.

Berg ♦ Oliver Associates, Inc.
BOA Project Number 10161N-AJD
April 4, 2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Berg-Oliver Associates, Inc.
Houston, TX United States

Certificate Number:
2017-197057

Date Filed:
04/24/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Engineering Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

10161N-AJD
Approved Jurisdictional determination

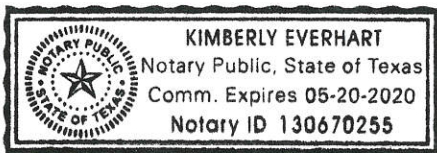
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Susan Alford, this the 24th day of April, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Kimberly Everhart
Printed name of officer administering oath

Notary Public
Title of officer administering oath