

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

THIS SEVENTH 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"), September 6, 2016 (hereinafter "Fifth Amendment"), and May 2, 2017 (hereinafter "Sixth Amendment") collectively referred to as "Subsequent Amendments"; and

WHEREAS, the parties desire to further amend the Agreement to include additional services specifically related to Sansbury Boulevard, as part of the 2013 Mobility Program, Project No. 13111.

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 May 2, 2017, attached hereto as Exhibit A, and incorporated herein for purposes.
2. County shall pay Contractor an additional three thousand five hundred dollars and no/100 (\$3,500.00), for the additional professional environmental services to be rendered under this Seventh Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed two hundred ninety-six thousand one hundred sixty-eight dollars and no/100 (\$296,168.00), 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;
 - G. \$5,500.00 under the Sixth Amendment; and
 - H. \$3,500.00 under this Seventh 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

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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Seventh Amendment to Agreement for Professional Environmental Services
2013 Mobility Bond Projects

EXHIBIT 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

May 2, 2017

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

Via email: Stacy.Slawinski@fortbendcountytexas.gov; rbarnett@ljaengineering.com

Re: Proposal for environmental services for Sansbury Boulevard, located in Fort Bend County, Texas
BOA Project Number 9618

Dear Mr. Slawinski:

The following proposal is provided to Fort Bend County Engineering Department for environmental services for Sansbury Boulevard, 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 services: Task I) Permit Determination (**9618N-PD**), and Task II) U.S. Army Corps of Engineers (USACE) Section 404 Clean Water Act Nationwide Permit Preparation and Coordination (**9618N-NWP**). Attachment A describes these services.

PROJECT SCHEDULE

Task I 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. Task II (if needed) is anticipated to be submitted to the USACE within forty-five (45) calendar days of the receipt of an executed proposal and boundary survey/plat, or other suitable boundary map by Berg♦Oliver. The permit review process by the USACE normally takes between three (3) and six (6) months for a Nationwide Permit. The process begins upon the USACE determination that the application is complete. Upon review of the initial submittal, the USACE may request additional information beyond that listed in the Code of Federal Regulations (CFR) to consider the application complete for processing. 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

Berg♦Oliver Associates, Inc.
BOA Project Number 9618
May 2, 2017

work based upon actual findings or additional requests by Fort Bend County Engineering Department, 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.

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 amounts:

TASK I: PERMIT DETERMINATION.....\$3,500.00

~~**TASK II: USACE NATIONWIDE PERMIT.....\$12,500.00 * (if needed)**~~

~~**GRAND TOTAL \$16,000.00**~~

** This estimate for a Nationwide Permit is based upon past experience, and includes 78 hours of Project Management/Mapping time. Extraordinary circumstances, such as regulatory agency reviews based upon recent policy changes, may require additional tasks or further detailed analysis not covered in the present scope of work. If this task requires more than a total of 78 hours of Project Management/Mapping time, the extra hours will be billed hourly as additional services, based on the attached rate schedule, but will not exceed 10% (\$1,250.00) without written approval from the client.*

*It is assumed that no **MAJOR** roadblocks to the permit are presented by the public comment agencies, Texas Commission on Environmental Quality, and/or USACE. If extraordinary circumstances/requests for additional details are encountered, this amount will increase proportionally and a change order will be submitted to the client as described above.*

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:  _____
Alyse Yeager
Ecologist

ATTACHMENT A

TASK I **PERMIT DETERMINATION** **SCOPE OF WORK**

This task includes the following:

- 1) Additional Wetland Delineation sample points will be collected as needed to complete the property survey.
- 2) Based upon the Wetland Delineation, an appropriate Section 404 Clean Water Act permit options/requirements will be evaluated.
- 3) Permitting recommendations will be made to the client, including any options available.

Depending upon the type of work (the amount of fill or length of slope paving), some Nationwide Permits will allow for construction activities within a Water of the U.S. with no prior-construction notification necessary. This means that the proposed work in the Waters of the U.S. on the subject property could potentially legally be filled for the purpose of construction (fill/regrading) without a USACE issued permit or notification. If the proposed work is greater than the amounts allowed, then a permit will have to be drafted and submitted to the USACE - Galveston District Office. Berg ♦ Oliver will review the construction plans for the tract to determine if a USACE Nationwide Permit will be necessary.

TASK II
(IF NEEDED)
USACE SECTION 404 CLEAN WATER ACT
NATIONWIDE PERMIT PREPARATION AND COORDINATION
SCOPE OF WORK

Scope of work for the preparation of a Clean Water Act Section 404 Permit and submission to the USACE will follow the criteria set forth in 33 CFR 330 (Nationwide). A conceptual development plan including profiles must be provided by the client or the client's consulting engineer. Berg♦Oliver will utilize these plans to create the required permit submittal drawings in the USACE's preferred format. The USACE may request an alternatives analysis and best management practice information that must be provided to Berg♦Oliver from the client or consulting engineer.

Berg♦Oliver will perform the following under this task:

1. Draft and submit the Nationwide Permit application and support documents to the applicant/client for review prior to submittal to the USACE. (Berg♦Oliver must have written approval from the client authorizing Berg♦Oliver to submit the permit application to the USACE.)
2. Attend two (2) on-site meetings with USACE and resource protection agencies.
3. Consult with the client, engineer, and land planner regarding the site development plan and alternatives.
4. Consult with the applicant regarding the Wetland Mitigation Plan and design, if deemed necessary. (If client chooses, Berg♦Oliver can prepare the mitigation plan and design under a separate proposal.)
5. Assist the applicant/client in providing the USACE site specific requested information and/or Revised Site Development Plan, if necessary.

ATTACHMENT B



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.
BOA Project Number 9618
May 2, 2017

05/30/2017

Please deposit the below check to the following:

<u>Check No.</u>	<u>Project Name</u>	<u>Vendor</u>	<u>Amount</u>
10872	West Bellfort, 13415x	Aliana Dev. Co.	\$334,692
744622888	52130 P622-16WBellft	10000 100	

Total Deposit: **\$334,692**

If there are any questions, please contact Jillian Peterson at 281-633-7507.

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:
2017-215468

Date Filed:
05/30/2017

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

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.

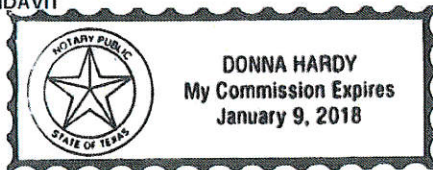
9618N-PD
Sansbury Permit Determination

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 30th day of May, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Donna Hardy
Printed name of officer administering oath

Notary Public
Title of officer administering oath