

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

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

**THIS NINTH 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"), May 2, 2017 (hereinafter "Sixth Amendment"), June 6, 2017 (hereinafter "Seventh Amendment"), and October 24, 2017 (hereinafter "Eight 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 Segment 2, Project No. 13217x, and Sansbury Boulevard, Project No. 13111, as part of the 2013 Mobility Program.

**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 Proposals, attached hereto as Exhibit A, and incorporated herein for purposes.
2. County shall pay Contractor an additional total of fifty-three thousand five hundred dollars and no/100 (\$53,000.00), for the additional professional environmental services to be rendered under this Ninth Amendment allocated as follows:
  - A. \$49,500.00 for services related to Lake Olympia Segment 2, Project No. 13217x; and
  - B. \$3,500.00 for services related to Sansbury Boulevard, Project No. 13111.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed four hundred six thousand six hundred sixty-eight dollars and no/100 (\$406,668.00), 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;
  - G. \$5,500.00 under the Sixth Amendment;
  - H. \$3,500.00 under the Seventh Amendment;
  - I. \$57,500.00 under the Eighth Amendment; and
  - J. \$53,000.00 under this Ninth 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.
5. The following provisions are hereby incorporated into the terms of the Agreement as required by Texas Government Code Chapters 2251 and 2270.
- A. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
  - B. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY

BERG-OLIVER, INC.

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Susan Alford, President

\_\_\_\_\_  
Date

2-1-18  
\_\_\_\_\_  
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

# EXHIBIT A



## **BERG ♦ OLIVER ASSOCIATES, INC.**

*Environmental Science, Engineering & Land Use Consultants*

*14701 St. Mary's Lane, Suite 400, Houston, Texas 77079*

*(281) 589-0898 fax: (281) 589-0007*

*Houston ♦ Dallas/ Fort Worth ♦ [www.bergoliver.com](http://www.bergoliver.com)*

January 25, 2018

Mr. Stacy Slawinski  
Fort Bend County Engineering Department  
301 Jackson Street, Suite 400  
Richmond, Texas 77469

*Via email: [Stacy.Slawinski@fortbendcountytexas.gov](mailto:Stacy.Slawinski@fortbendcountytexas.gov); [Don.Durgin@rpsgroup.com](mailto:Don.Durgin@rpsgroup.com)*

Re: Proposal for Individual Permit and HGM for Lake Olympia Alignment #2, in Fort Bend County, Texas  
**BOA042 – 10161**

Dear Mr. Slawinski:

The following proposal is provided to Fort Bend County Engineering Department for environmental services for Lake Olympia Alignment #2, in 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) Individual Permit (IP), and Task II) Hydrogeomorphic Model (HGM). Attachment A describes each of these services.

### **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.  
BOA042 - 10161  
January 25, 2018  
Opportunity # 18-00018-CO1

## **BASIC COMPENSATION AND METHOD OF PAYMENT**

Berg ♦ Oliver proposes to provide the environmental services described in Attachment A to Fort Bend County Engineering Department for the following amounts:

### **TASK I: INDIVIDUAL PERMIT**

INITIAL PERMIT PACKAGE SUBMITTAL.....\$10,000.00

MEETING WITH CLIENT, INTEREST GROUPS, & GOVERNMENT AGENCIES.....\$5,000.00

TCEQ SECTION 401 CERTIFICATION-ALTERNATIVE ANALYSIS  
& WATER QUALITY PLAN.....\$4,000.00

USACE ALTERNATIVE ANALYSIS & CUMULATIVE/INDIRECT  
IMPACTS ANALYSIS.....\$4,000.00

RESPONSE TO COMMENTS DOCUMENT (INITIAL FOLLOW UP).....\$10,000.00

DRAFT STATEMENT OF FINDINGS (If Needed/Allowed by USACE).....\$5,000.00

FINAL APPROVAL COORDINATION.....\$5,000.00

**TASK II: HYDROGEOMORPHIC MODEL (HGM).....\$6,500.00**

**ESTIMATED TOTAL**

**\$ 49,500.00**

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 in Attachment B. Payment of all invoices is expected within thirty (30) days of the client's receipt of the invoice submitted by Berg ♦ Oliver.

Berg ♦ Oliver Associates, Inc.  
BOA042 - 10161  
January 25, 2018  
Opportunity # 18-00018-CO1

### **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**

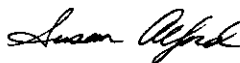
Berg♦Oliver shall be authorized to commence the Services upon execution of this Agreement. Client and Berg♦Oliver agree that this Agreement and attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them relating to this proposal.

The signatory below also represents that the client has, or has secured, the authority to grant permission for Berg♦Oliver personnel to enter the subject property as necessary to conduct these assessments and that such permission is granted to Berg♦Oliver 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. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

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 \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Authorized Signature

**BERG♦OLIVER ASSOCIATES, INC.**

By:   
\_\_\_\_\_  
Susan Alford, REM  
President

Attachments:

A – Scope of Work

B – Personnel Rate Sheet

Berg♦Oliver Associates, Inc.  
BOA042 - 10161  
January 25, 2018  
Opportunity # 18-00018-CO1



### 3. TCEQ SECTION 401 CERTIFICATION - ALTERNATIVE ANALYSIS AND WATER QUALITY PLAN

Section 401 certification is required for Individual Permits. Berg ♦ Oliver will draft and submit an alternatives analysis to the applicant/client for review prior to submittal to the TCEQ, and a Tier I checklist and/or Tier II questionnaire, whichever is appropriate, upon written approval from the applicant/client. The purpose of this information is to satisfy the regulatory guidelines set forth in Section 401 and Section 404(b)(1) of the Clean Water Act. Drafting of the alternative analysis is a lengthy process and will require information from the client and engineer. Section 401 certification is a separate coordination effort with the TCEQ and is required prior to the USACE authorizing the Section 404 permit.

ESTIMATED HOURLY COST: \$4,000.00

### 4. USACE ALTERNATIVE ANALYSIS & CUMULATIVE/INDIRECT IMPACTS ANALYSIS

Berg ♦ Oliver will draft the Alternative Analysis to be submitted to the USACE. Both off-site and on-site alternatives will be assessed to document that the proposed plan is the least damaging practical alternative. Berg ♦ Oliver will need assistance from the client, engineer, land planner, and development team to complete this task. Task 4 is required for compliance with Section 404(b)(1) guidelines. A key provision of the 404(b)(1) guidelines is the “practicable alternative test” which requires that “no discharge of fill material shall be permitted if there is practicable alternative to the proposed fill which would have a less adverse impact on the aquatic ecosystem.” Therefore the applicant must demonstrate that there are no less damaging sites available and that all on-site impacts to waters of the United States have been avoided to the maximum practicable extent possible. For an alternative to be considered “practicable”, it must be available and capable of being done after taking into consideration cost, existing technology, and logistics in light of the overall project purpose.

Berg ♦ Oliver will perform the following task for compliance with Section 404(b)(1). This task may include the preparation of multiple on-site and off-site landplans and the evaluation of off-site properties for environmental conditions.

ESTIMATED HOURLY COST FOR ALTERNATIVE ANALYSIS: \$4,000.00

### 5. RESPONSE TO COMMENTS DOCUMENT (INITIAL & FOLLOW-UP)

Berg ♦ Oliver will assist the applicant in responding to agency comment letters submitted during the interagency and/or thirty (30) day Public Notice period. It is anticipated that Sierra Club and other interests groups will prepare extensive comments to be addressed. Similar projects have received 20 pages of comments from these groups.

ESTIMATED HOURLY COST: \$10,000.00

## **ATTACHMENT A**

### **TASK I**

#### **SECTION 404 CLEAN WATER ACT INDIVIDUAL 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 U.S. Army Corps of Engineers (USACE) will follow the criteria set forth in 33 CFR 325 (Individual). 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 scope:

##### **1. INITIAL PERMIT PACKAGE SUBMITTAL**

Draft and submit the Individual 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.) Preparation and Submittal includes preparation of all plan and profile sheets of impacts and mitigation per USACE requirements and Threatened/Endangered Species Assessment is to evaluate the potential for the existence of critical or irreplaceable habitats, which are considered protected under the Endangered Species Act of 1973 and subsequent amendments and listings.

An appropriate mitigation plan will be required with the permit submittal. Berg ♦ Oliver will consult with the applicant regarding this plan. It is assumed in this scope that mitigation bank credits will be purchased, and that no on-site or off-site mitigation planning will be required. Berg ♦ Oliver will coordinate with the appropriate mitigation bank and obtain the draft credit reservation agreement. If mitigation beyond the purchase of credits is necessary, Berg ♦ Oliver Associates, Inc. will assist the client in identifying appropriate sources and prepare the appropriate mitigation plan.

This task also includes meeting with USACE project manager to review the application.

ESTIMATED HOURLY COST: \$10,000.00

##### **2. MEETINGS WITH CLIENT, INTEREST GROUPS, AND GOVERNMENT AGENCIES**

Berg ♦ Oliver will attend meetings with the client, one (1) on-site meeting with USACE, Texas Commission on Environmental Quality (TCEQ), and resource protection agencies. Berg ♦ Oliver will also attend one (1) additional meeting with the USACE in Galveston and/or the TCEQ in Austin, if necessary.

ESTIMATED HOURLY COST: \$5,000.00

## 6. DRAFT STATEMENT OF FINDINGS

In some instances, the USACE, on a case by case basis, may allow the applicant to draft the Statement of Findings document, which incorporates the Alternative Analysis information, Cumulative Impacts Statement information, and the overall project mitigation plans. The purpose is to save time and to expedite the permit approval process. Final approval of the Statement of Findings will be made by the USACE.

ESTIMATED HOURLY COST: \$5,000.00

## 7. FINAL APPROVAL COORDINATION

Berg♦Oliver will coordinate with the USACE, TCEQ, and other governmental agencies to get final approval of the permit.

ESTIMATED HOURLY COST: \$5,000.00

### **TASK II** **HYDROGEOMORPHIC MODEL (HGM) FOR MITIGATION** **SCOPE OF WORK**

Mitigation for unavoidable wetland impacts will be necessary and require Hydro-Geomorphoc Model (HGM) to be run to evaluate habitat value of the existing conditions and proposed habitat improvements. HGM will be used to develop a mitigation plan to compensate for proposed impacts within an approved wetland mitigation bank. The model requires specific data to be collected beyond that of a wetland delineation and evaluated. This specific data includes, but is not limited to, the following:

1. Plant bio-mass production;
2. Vegetation community composition;
3. Sediment deposition;
4. Nutrient and organic carbon exchange; and,
5. Invertebrate prey pool.

This data represents the functional capacity index (FCI), which is used to calculate the FCU. The benefit of using the model is to scientifically base mitigation solutions versus lengthy negotiations with regulatory agencies regarding ratios.

Services include: site reconnaissance to collect model data, mapping of each wetland, U.S. Army Corps of Engineers (USACE) model data sheets, and model calculations and scoring. If a wetland is forested, Berg♦Oliver will conduct the Interim Forested Riverine HGM Model for that wetland area. A report will be generated including USACE data sheets and a map.

ESTIMATED HOURLY COST \$6,500.00



## 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 ♦ [www.bergoliver.com](http://www.bergoliver.com)

### 2018 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/ UAV Pilot	\$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.  
BOA042 - 10161  
January 25, 2018  
Opportunity # 18-00018-CO1



## **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 ♦ [www.bergoliver.com](http://www.bergoliver.com)

January 26, 2018

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

*Via email: [Stacy.Slawinski@forthebendcountytexas.gov](mailto:Stacy.Slawinski@forthebendcountytexas.gov); [rbarnett@ljaengineering.com](mailto:rbarnett@ljaengineering.com)*

Re: Proposal for environmental services for Sansbury Boulevard, located in Fort Bend County, Texas  
**BOA042-9618-NPD**

Dear Mr. Slawinski:

The following proposal is provided to Fort Bend County Engineering Department (the "Client") for environmental services for Sansbury Boulevard, located within Fort Bend County, Texas. Berg ♦ Oliver Associates, Inc. ("Berg ♦ Oliver" or "BOA") 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) Permit Determination (PD). Attachment A describes this service.

### **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. 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 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.

Berg ♦ Oliver Associates, Inc.  
BOA042-9618-NPD  
January 26, 2018  
Opportunity # 18-00361

### **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:

**Three Thousand Five Hundred Dollars (3,500.00)**

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**

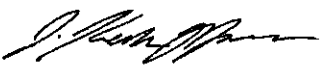
Berg ♦ Oliver shall be authorized to commence the Services upon execution of this Agreement. Client and Berg ♦ Oliver agree that this Agreement and attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them relating to this proposal. The signatory below also represents that the client has, or has secured, the authority to grant permission for Berg ♦ Oliver personnel to enter the subject property as necessary to conduct these assessments and that such permission is granted to Berg ♦ Oliver 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. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

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 \_\_\_\_\_, 2018.

### **FORT BEND COUNTY ENGINEERING DEPARTMENT**

By: \_\_\_\_\_  
Authorized Signature

### **BERG ♦ OLIVER ASSOCIATES, INC.**

By:   
Keith Morgan  
Natural Resource Group Manager



## **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.

## **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 ♦ [www.bergoliver.com](http://www.bergoliver.com)

#### **2018 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/UAV Pilot	\$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.  
BOA042-9618-NPD  
January 26, 2018  
Opportunity # 18-00361