

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

TENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

THIS TENTH 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"), October 24, 2017 (hereinafter "Eight Amendment"), and February 13, 2018 (hereinafter "Ninth 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 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 Proposal, attached hereto as Exhibit A, and incorporated herein for purposes.
2. County shall pay Contractor an additional total of nine thousand two hundred fifty dollars and no/100 (\$9,250.00), for the additional professional environmental services to be rendered under this Tenth Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed four hundred fifteen thousand nine hundred eighteen dollars and no/100 (\$415,918.00), 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;

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

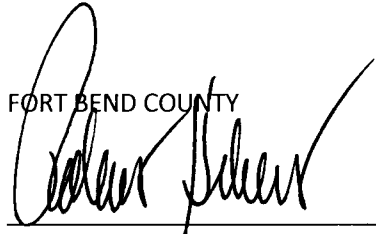
Page 1 of 3

- I. \$57,500.00 under the Eighth Amendment;
 - J. \$53,000.00 under the Ninth Amendment; and
 - K. \$9,250.00 under this Tenth 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.

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FORT BEND COUNTY


Robert E. Hebert, County Judge

BERG-OLIVER ASSOCIATES, INC.


Susan Alford, President

8-14-2018

Date

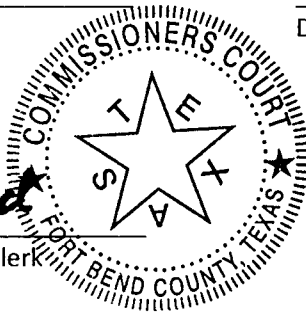
8-7-18

Date

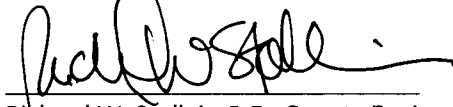
ATTEST:



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 \$ 415,918 to accomplish and pay the obligation of Fort Bend County under this contract.

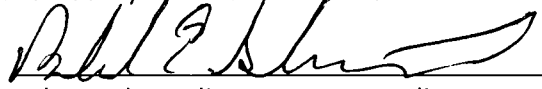

Robert Ed Sturdivant, County Auditor

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 ♦ www.bergoliver.com

June 26, 2018

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 the Lake Olympia Extension, from FM 521 to the proposed Chimney Rock Extension,
located in Fort Bend County, Texas
BOA042 - 10161N-ARPS

Dear Mr. Slawinski:

The following proposal is provided to Fort Bend County Engineering Department for environmental services for 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) Archaeological Pedestrian Survey (**ARPS**). 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.
BOA042 – 10161
Opportunity # 18-00018C02
June 26, 2018

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:

Nine Thousand Two Hundred & Fifty Dollars (\$9,250.00)

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:  _____
Dean Edwards
Project Manager

Attachments:
A – Scope of Work
B – Personnel Rate Sheet

Berg ♦ Oliver Associates, Inc.
BOA042 – 10161
Opportunity # 18-00018CO2
June 26, 2018

TASK I
CULTURAL RESOURCE PEDESTRIAN SURVEY

The objective of the Historical, Cultural and Archeological Assessment is to evaluate the detectable existence of sites of significant historical, cultural and archeological public value on the subject site. If an applicant is requesting a permit from the U.S. Army Corps of Engineers (USACE) to fill jurisdictional wetlands, the USACE requires that the Texas Historical Commission (THC) and USACE staff archeologist review the proposed project. **The USACE cannot issue a permit to fill wetlands without the THC and USACE staff archeologist's final approval.** Based upon the soil conditions and potential for finding cultural resources, the USACE under Section 106 often requires an applicant to conduct an Archeological Cultural Resource Pedestrian Survey to determine if cultural resources or historical structures are present on the property. If cultural resources are found, Berg ♦ Oliver and the archeologist will coordinate with the client to discuss project options. The preliminary cultural resources survey will be conducted by Horizon Environmental Services, Inc. A physical investigation for the presence of historical, cultural, or archeological indicators will be performed.

SCOPE OF WORK

The proposed undertaking would be sponsored by Fort Bend County, a political subdivision of the state of Texas; as such, the project would fall under the jurisdiction of the Antiquities Code of Texas. In addition, the project would require permitting by the US Army Corps of Engineers, Galveston District (USACE), under Section 404 of the Clean Water Act (CWA); as such, the project would also fall under the jurisdiction of Section 106 of the National Historic Preservation Act (NHPA). As the proposed project represents a publicly sponsored undertaking, the project sponsor is required to provide the USACE and the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for the state of Texas, with an opportunity to review and comment on the project's potential to adversely affect historic properties listed on or considered eligible for listing on the National Register of Historic Places (NRHP) and for designation as State Antiquities Landmarks (SAL). At this time, no other federal or state jurisdiction has been identified for the project. In the event that any additional regulatory triggers are identified as the project moves forward, Horizon will evaluate whether or not any additional, out-of-scope cultural studies or agency coordination may be required.

The cultural resources study would consist of desktop archival research, an intensive archeological field survey, and production of a report suitable for review by the State Historic Preservation Office (SHPO) in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

The cultural resources study would consist of desktop archival research, an intensive archeological field survey, and production of a report suitable for review by the State Historic Preservation Office (SHPO) in accordance with the THC's Rules of Practice and Procedure, Chapter 26, Section 27, and the Council of Texas Archeologists' (CTA) Guidelines for Cultural Resources Management Reports.

Archival Research and Permitting:

- Perform basic archival research at the THC, the Texas Archeological Research Laboratory (TARL), the General Land Office (GLO), the National Park Service's (NPS) online National Register Information System (NRIS), and/or other relevant archives for information on previous cultural resources investigations conducted in the vicinity of the project area and previously recorded archeological sites and historic properties within and in the vicinity of the project area. Desktop archival studies will examine a 1.0-mile radius surrounding the project area.

- Review the abovementioned archives; historic, geological, and soil maps; and aerial surveys and photographs prior to initiating fieldwork to evaluate the potential for encountering significant cultural resources within the project area.
- Apply for and obtain a Texas Antiquities Permit from the THC for any project that fall under the jurisdiction of the Antiquities Code of Texas. The application for a Texas Antiquities Permit requires the signature of the project sponsor and/or landowner, as appropriate, as well as the archeological Principal Investigator. The Texas Antiquities Permit must be issued by the THC prior to the initiation of any cultural resources field activities.

Archeological Survey Fieldwork:

- Perform an intensive archeological survey, consisting of pedestrian walkover with surface inspection and systematic shovel testing at a level of intensity sufficient to meet or exceed the Texas State Minimum Archeological Survey Standards (TSMAS) and guidelines established by the CTA unless field conditions warrant excavation of more or fewer shovel tests.
- Document any cultural resources encountered to a sufficient degree to make preliminary determinations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Inspect the locales of any previously recorded archeological sites within the project area, assess their current condition, and document the sites to a sufficient degree to make preliminary determinations of the significance of the resources in terms of their eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.

Technical Report:

- Complete and submit State of Texas Archeological Site Data Forms (for new archeological sites) or State of Texas Archeological Site Update Forms (for previously recorded archeological sites) to TARL. Permanent site trinomials will be obtained from TARL for any new archeological sites documented within the project area during the survey.
- Assess the significance of any cultural resources within the project area in terms of their potential eligibility for inclusion in the NRHP and/or for designation as SALs, as appropriate.
- Develop a draft technical report detailing the project background, environmental and cultural setting of the project area, research goals and survey methods, survey results, recommendations for any cultural resources documented during the survey, and a bibliography of references cited suitable for review by the THC and any other applicable regulatory agencies.
- Submit a preliminary review copy of the archeological draft report describing the results of the survey in electronic (PDF) format to the client or review. Following approval of the draft report by the client, Horizon will submit an electronic copy of the report to the THC and any other applicable regulatory agencies for review and comment. Horizon will coordinate review with the regulatory agencies unless the client would prefer to coordinate agency review directly.
- Respond to any comments on the draft report offered by the THC and any other applicable regulatory agencies and produce a final report.
- Submit the final report to the client and the THC.

Records Curation:

- Prepare project records for curation at TARL per the requirements of the Antiquities Code of Texas and TARL's Stipulations and Procedures for the Preparation of Archeological Records and Photographs, Curation Supplies, and Sources and/or Stipulations and Procedures for the Preparation of Archeological Material Collections, as appropriate.

Assumptions:

- The project area consists only of the proposed project facilities described in this proposal. This proposal does not provide for surveys of reroutes, alternate alignments, or additional or ancillary locations that fall outside the boundaries of the project area as described herein.
- The client will secure right-of-entry (ROE) for all segments of the project area to be surveyed, and ROE to the entire project area will be available to Horizon upon receiving notice to proceed with field activities. Any portions of the project area to which ROE is not available will not be surveyed and may be subject to future survey-level investigations not covered under the terms of this proposal.
- This proposal assumes that no more than one field mobilizations would be required to complete the cultural resources survey.
- The base cost estimate assumes that the cultural resources survey will be negative for cultural resources. In the event that archeological sites are encountered within the project area, an additional fee not to exceed \$1,000 per site will be incurred, which is inclusive of additional site recording time in the field, site form filing fees, and additional mapping and reporting requirements. As Horizon is required to record any archeological sites encountered during fieldwork, this is not considered an out-of-scope cost and will be incurred automatically if archeological sites are found. Depending on the number, type, and specific characteristics of the sites, the full fee may not be required for each site. Horizon will notify the client within 24 hours of completion of the archeological field survey as to how many archeological sites were recorded and the scale of additional fees anticipated to be necessary.
- This cost estimate does not include provisions for mechanical excavations, such as backhoe trenching in areas of deep alluvium or Gradall stripping adjacent to cemeteries, if such are encountered during the survey fieldwork. Mechanical operations are required by the state's survey guidelines in areas with a moderate to high probability to contain cultural resources buried more deeply than standard shovel testing is capable of reaching (i.e., about 1.0 meter [3 .3 feet] below ground surface depending on soil type). Due to the physiographic setting of the project area, backhoe trenching is anticipated to be unnecessary for this project, though it is possible that any stream crossings or areas of intact alluvium may require mechanical excavations. In the event that mechanical excavations are determined to be necessary based on the results of the pedestrian survey, a supplemental work authorization may need to be executed to cover any additional fieldwork.
- This proposal includes a limited review of existing literature, site files, and online map sources to determine the estimated time period of occupation of any historic-age archeological sites and/or construction dates of historic-age structures or engineering features that may be encountered during the survey. If more extensive historical research is required to more fully develop the context of historic-age resources, such as architectural evaluations; detailed reviews of historic records, deed

records, genealogical records; or library or museum collections, a supplemental work authorization may need to be initiated.

- Horizon will employ a non-collection policy to the maximum extent practicable. Diagnostic (i.e., time- or culturally sensitive) and non-diagnostic artifacts will be sketched and photodocumented in the field, and notes will be recorded on their provenience and apparent cultural and chronological affiliation. In the event that any cultural materials are collected during the survey, they will be temporarily housed at Horizon's laboratory facilities in Austin, Texas, and processed for analysis. Any cultural materials collected from private land would be returned to the landowner. Any artifacts collected from public land during the survey may need to be curated at an approved curational facility according to the guidelines of the THC and the curation facility. This scope of work does not cover the costs of processing artifacts for curation, the negotiation of a curation agreement with an approved curation facility, or curation fees.
- This proposal includes provisions for curating cultural resources survey records (e.g., field forms, field notes, digital photographs, photo sheets, official agency correspondence), which is required for all held-in-trust projects conducted under the Antiquities Code of Texas, at an approved curation facility, including Horizon's charges for preparing project records for curation as well as the curation facility's fees for permanently housing the project records.
- This proposal covers only a Phase I cultural resources inventory. In the event that potentially significant prehistoric and/or historic-age resources are present within the project area, additional investigations may be required, such as significance testing and/or mitigation studies, that are not covered in this proposal.
- One technical report will be written describing the results of the cultural resources survey of the project area. This proposal does not provide for generating multiple or supplemental technical reports.

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

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
Opportunity # 18-00018CO2
June 26, 2018

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:
2018-392280

Date Filed:
08/15/2018

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

Date Acknowledged:
08/16/2018

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.

10161 Lake Olympia Parkway #2
Environmental Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)