



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Quorum Architects, Inc.** (the “Professional”), located at **2600 South Shore Blvd., Ste 300, League City, Texas 77573** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Police Department Multi-Function Training Facility (PD2601)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **February 16, 2026** and shall expire on **December 31, 2027** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$239,910** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—

exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional’s behalf Professional’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL**

OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that 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, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____, *(date to be filled in by City Secretary)*

QUORUM ARCHITES, INC. - "Professional"

DocuSigned by:

7CD1BEE8B90646B...

David G. Duman, AIA

CITY OF LEAGUE CITY - "City"

John Baumgartner, ICMA- CM, P.E.
City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(24 pages, including this page)

See Next Page



January 22, 2026

Cara Davis
Assistant Director of Project Management
City of League City
300 W Walker St
League City, Texas 77573

RE: League City – Police Department Training Building
Quorum No: 25160

Cara,

We are pleased to respond to your request for a proposal for Professional Design Services for the proposed Police Department Training Building at 555 West Walker St. Quorum understands the scope of services to include architectural design services, bidding assistance, and Construction Contract Administration for a new Police Training Building utilizing a pre-engineered metal building (PEMB) system. The building is anticipated to be approximately 60 feet by 130 feet with a covered exterior area at the front, and will be designed to be Texas Department of Insurance (TDI) compliant. Structural engineering services will focus on foundation design and coordination, while the PEMB superstructure and building envelope will be designed and provided by the PEMB manufacturer under delegated design. The PEMB is anticipated to include metal-insulated wall panels and long-tab roof insulation to meet current IECC requirements.

The building program is intended to support general physical and operational training and is anticipated to include a small gym area, two (2) single-use restrooms, and a small classroom setting. The primary open training area will be designed as a flexible, open-shell space, allowing the Police Department to adapt it over time to evolving training needs. Partitions are not expected to be suspended from the ceiling, therefore additional structural requirements for the steel or foundation have been excluded per our scope meeting. The training space is not anticipated to include specialized tactical features and does not include ballistic-rated construction, blast-resistant assemblies, or specialty sound control / acoustic design. Interior finishes within the training space are anticipated to be limited to metal liner wall panels and sealed concrete floors. The design intent includes a storage and/or mechanical mezzanine located above the gym, restroom, and classroom spaces, subject to coordination with the PEMB manufacturer and code requirements.

The building is anticipated to be predominantly conditioned, with supplemental heating provided in the training area during periods when overhead doors are open for training exercises; system performance during open-door conditions is not anticipated to meet typical conditioned-space criteria. Civil engineering and landscape design services are included and are anticipated to be limited to improvements necessary to support the proposed building within the building area, including utilities serving the building and relocation of the existing fire loop as required. Civil improvements beyond the building area, including additional parking or broader site enhancements, are not included. Design of audiovisual systems, information technology systems, security systems, access control systems, video surveillance systems, and other low-voltage systems is not included; however, Quorum and its consultants will provide conduit and junction boxes for items such as cameras and access control devices in coordination with the City. System design, device selection, hardware, software, commissioning, and ongoing operation will be provided by others. A pre-design conceptual construction budget of \$1,400,000 is assumed for this building project. This estimate will be updated at each design milestone provided by the Architect.

BASIC DESIGN SERVICES

A. Preliminary Design (30% Level)

Based on the program, schedule and construction budget requirements, the Architect shall prepare, for approval by the City, Preliminary Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Architect will utilize related unit costs for similarly constructed facilities recently designed by Quorum as a basis for using square foot costing methods. We anticipate developing 3d sketches as part of our design but have not included colored renderings for this simple project. We do not anticipate DRC meetings and have therefore excluded that from our efforts, although we plan to coordinate with the building, Fire, and Facilities departments for preliminary plan reviews during both preliminary and final design phases.

B. Final Design (60%, 90%, and 100% Levels)

Based on the approved Preliminary Design Document and any adjustments authorized by the City in the program, schedule or construction budget, the Architect shall prepare, for approval by the City, Final Design Documents consisting of drawings and other documents to describe the size and character of the Project. Architect will assist in permit application and submission with final permit being obtained in the name of the selected contractor. Redesign and revisions to construction documents, preliminary design or specifications which have previously been approved by the City or when such revisions are due to changes in information previously furnished to us, or due to causes beyond our control will be addressed as additional services. Performance specifications of Fire Alarm (FA) and Fire Protection (FP) systems are included however signing and sealing of permit plans for FA and FP systems is the responsibility of the licensed contractor performing the

work. Architect will coordinate and work with the City code enforcement and building permit departments to receive approval on the final plans so project is permit ready. Building would be designed to meet all local, State, and Federal rules and regulations. Permitting is included in the Final Design Phase.

C. Bidding Phase

The Architect will assist the City in bidding phase of the project, including uploading construction documents on Civcast, attending Pre-proposal meeting, development of addenda as necessary and answering bidder's RFI's, questions of clarifications on the Documents, and bid tabulation and evaluation, and recommendation of award. The Architect will provide three (3) hard copies of conformed project manual to the City for execution between City and Contractor.

D. Construction Contract Administration (CCA)

The Architect shall provide administration of the Contract for Construction as set forth below including submittal review, RFIs, ASIs, and Pay App reviews, unless otherwise provided in this proposal. The Architect shall provide electronic copies of all approved submittals. The Architect, as a representative of the City, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the City and the Architect, (1) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences nor procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The Architect shall report to the City known deviations from the Contract Documents. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. Construction Contract Administration includes provisions for TDI inspection and coordination during construction. For the purpose of this proposal, we have included a maximum of 6 site visits over a nine (9) month construction period, including one (1) pre-construction meeting, one (1) substantial completion inspection and one (1) final review site visit. At the completion of

construction, the Architect shall coordinate with the Contractor and use their provided as-built drawings, along with the architect's changes during construction, to produce electronic Record Documents, mostly developed by the Contractor, supplemented with the architect's notes. Architect will provide five (5) hard copies of half-sized conformed plans and project manual as well as electronic PDF copies to the City and the Contractor for their construction use. Architect will additionally provide one (1) hard copy of full-size plans to the City's Engineering Department.

SUPPLEMENTAL SERVICES (As defined by AIA are services that are not Architectural, Structural, or Mechanical, Electrical or Plumbing)

A. Topographic Survey

Quorum's consultant will prepare a topographic survey of the development area for use in site planning and civil engineering design. The survey will include visible surface features and the observed locations (only where clearly identifiable at the surface) of existing water, sanitary sewer, storm drainage, and franchised utility appurtenances.

B. Detention Verification Analysis

Quorum's consultant will review existing record drawings provided by the City to verify whether the existing on-site detention facilities are adequate to accommodate the proposed improvements. This task is limited to a review of available documentation and does not include conceptual detention design, hydraulic modeling, or analysis of the existing storm or detention systems, per discussions with the City during our scoping meeting.

C. Civil Engineering and Landscape Design

The Architect, through the services of a civil engineering consultant, will provide civil engineering and landscape design services for on-site improvements. These services will include grading, paving, and utility plans, as well as erosion control, hydrology, and drainage plans with supporting calculations as required for the areas disturbed or affected by the development. Landscape plans will be prepared in compliance with the City's minimum published requirements. Irrigation is not included as part of this scope and will be a delegated design coordinated by the Contractor to meet City requirements.

D. Texas Department of Insurance (TDI) Inspection & Coordination

The Architect, through the services of a consultant, will provide Texas Department of Insurance (TDI) engineering services for the Project, including reviewing project drawings and specifications to support TDI compliance. Included in the services are up to six (6) inspections during construction and issue field reports and an issues log, as necessary, to document compliance with

TDI requirements. Upon completion, forms WPI-1 and WPI-2 will be submitted for the issuance of the WPI-8 certificate by TDI.

E. TDLR Review and Inspection

The Architect, through the services of a Registered Accessibility Specialist (RAS), will provide accessibility consulting services to support compliance with the Texas Department of Licensing and Regulation (TDLR) requirements. Services will include review of construction documents for accessibility compliance and preparation of required documentation for TDLR plan review. The RAS will perform an inspection at the end of construction to observe and report on accessibility-related items for general conformance.

F. Miscellaneous Project Expense

Architect recommends a not-to-exceed budget of \$3,000 for miscellaneous project expenses such as delivery, postage, printing, reproduction, local travel, TDLR filing fee, etc.

Optional Services (If Required or Accepted by City)

A. Boundary Survey & Platting

Architect has assumed that no platting will be required for the project per the City's direction. If platting is required, City will provide services separate from this project or will request a proposal from the Architect as additional services.

B. Detention Design

If required or requested by the City, Quorum's consultant will prepare detention design calculations to size the expansion of the existing on-site surface detention pond for the proposed improvements. This task includes design of up to one (1) dry-bottom, gravity-drained detention pond. Evaluation of alternative detention concepts or post-pricing value engineering efforts shall be considered Additional Services.

COMPENSATION & PAYMENT

Compensation for Basic and Special Services as described herein is proposed to be a lump sum fee as described below, invoiced on percent complete each month. **Total fee, including basic, supplemental, and optional services, is \$239,910 as summarized below.** Note that optional services are per City approval and direction but have been included in fee.

1. BASIC DESIGN and CONSTRUCTION PHASE SERVICES

A.	Preliminary Design	\$ 45,000 (*)
B.	Final Design	\$ 73,260 (*)
C.	Bidding Phase	\$ 10,000
D.	Construction Contract Admin	\$ 25,500
Total Basic Services		\$153,760

2. SUPPLEMENTAL SERVICES

A.	Topographical Survey	\$ 8,250 (*)
B.	Detention Verification Analysis	\$ 3,300 (if required)
C.	Civil Engineering & Landscape	\$ 37,400 (*)
D.	TDI Inspections & Coordination	\$ 24,970
E.	TDLR Review & Inspections	\$ 3,730
F.	Miscellaneous Project Expenses (NTE)	\$ 3,000
Total Supplemental Services		\$ 80,650

*Time-critical tasks totaling \$163,910 to be completed in 195 calendar days, excluding City review times. Reference the schedule below.

3. OPTIONAL SERVICES

A.	Boundary Survey & Platting	Not Included
B.	Detention Design	\$ 5,500 (Included in fee for as-needed)
Total Optional Services		\$ 5,500

Grand Total all Services: \$ 239,910

4. PAYMENT

A. The Architect will invoice monthly, a percentage based on the amount of services accomplished. Payment shall be made within 30 days of receipt of invoice.

SCHEDULE

1. Architect proposes the following project schedule:
 - A. Preliminary Design (30%) 75 days from Notice to Proceed (Pending on receiving survey from 45 days of Notice to Proceed)
 - B. 60% Final Design 45 days from receipt of 30% City comments
 - C. 90% Final Design 45 days from receipt of 60% City comments
 - D. Final Design 30 days from receipt of 90% City comments
 - E. Bidding Phase Estimated 75 days
 - F. Construction Phase Estimated 300 Days

SCHEDULE OF RATES & EXPENSES

1. The following 2026 hourly rate schedule will be utilized for additional services if such services are requested by the City. Rates are subject to change each calendar year.

Principal	\$	265
Associate	\$	225
Project Manager	\$	210
Project Architect	\$	205
Architect/Interior Designer	\$	180
Intern Architect/Designer	\$	165
Technical Staff	\$	160
Project Clerical	\$	100
Administration	\$	100
Student Intern	\$	80

2. Additional Services (Optional) – If there is a request to expand the scope of Basic Services or to include Additional Services in the future, the fee shall be negotiated based on the specific scope requested. Additional Services may include, but are not limited to, furniture, fixtures, and equipment (FF&E) selection and procurement; renderings, visualizations, animations, or videos; detailed site plans beyond those required to support the proposed building; fees paid for approvals, reviews, or permits by authorities having jurisdiction; detailed audio/visual, access control, security, or low-voltage system design beyond City-provided standards and specifications or those provided by the City’s IT Department; commissioning services; LEED or other sustainability certification compliance; revisions to previously approved work not associated with normal review comments; off-site utility design, coordination, or other off-site improvements; franchise utility coordination or design; floodplain studies, floodplain development permitting,

flood studies, LOMR or CLOMR analyses; easement abandonments or acquisitions; environmental assessments, wetland studies, or coordination and permitting with TCEQ, or other agencies outside the normal municipal review process; storm shelter design; special inspections during construction; fast-track design services; and preparation of multiple design options for comparison or bidding purposes. No Additional Services shall be performed unless and until authorized in writing by the City.

CITY RESPONSIBILITIES

1. City shall provide copies of any pertinent information, which affects the project including, but not limited to, Geotech, information on hazardous materials, asbestos survey of building, flood plain information or other site plan information needed for permitting, etc.
2. If the City decides to accept the scope of Platting, the City shall provide the current title commitment with Schedule B Exceptions.

ADDITIONAL INFORMATION

1. Quorum Architects, Inc. will provide the City with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.
2. The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.
3. In performing Architectural Services, the Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the City can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The City agrees to establish a construction contingency fund of no less than 5% of the estimated construction cost to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The City agrees not to seek any costs from the design team for changes or additions during construction unless aforementioned contingency funds are exhausted by non-City initiated changes.

4. Texas law requires registrants to provide all clients with the following written statement: “The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect’s Registration Law, Texas Civil Statutes, and Article 249a”.

Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor.

Sincerely,
Quorum Architects, Inc.

A handwritten signature in blue ink, appearing to read "D. G. Duman". The signature is fluid and cursive, with a large initial "D" and "G".

David G. Duman, AIA
Texas registration #14305



December 15, 2025

Mr. David Duman
Quorum Architecture
825 W Vickery Blvd
Suite 100
Fort Worth, TX 76104

Re: Letter Agreement for Professional Services for
Police Department Training Facilities– League City
555 W Walker St
League City, TX 77573

Dear Mr. Duman:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to **Quorum Architecture** (“Client”) for providing surveying, civil engineering, and landscape architecture services for the proposed building addition (“Project”) at the subject site.

Project Understanding

The project site is ± 1 -acre portion out of the overall ± 15.041 acres located at 555 W Walker Street in the City of League City. Kimley-Horn has been asked to provide professional engineering, code landscape architecture, and surveying services for the proposed addition of a $\pm 7,800$ sq ft multi-function training facility to be placed near the southeast corner of the main building onsite. The proposed scope is based on the aerial shown below, provided by the Client.



Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

1. Our scope of services terminates five feet from the building(s) and at the property line of the site, unless otherwise noted.
2. It is assumed that only building will be proposed and no additional parking areas will be added. Any deviations or additional buildings that may impact the scope may result in the need for additional services.
3. The site is not platted. Based on the Pre-Development Meeting minutes from September 23, 2025, it is understood that platting may be required. Services for platting have been included as alternative tasks. No variances will be pursued.
4. Effort resulting in multiples changes in the site plan, outside of the scope of work, after commencement of our work will be an additional service.
5. The project design will be constructed in one phase.
6. Anticipated building utility demands required for Kimley-Horn to generate site utility service needs will be provided by the Client or Client's MEP Engineer.
7. It is assumed that the existing onsite detention facilities does not have excess capacity to serve the proposed improvements. If determined that additional detention is required, it is assumed that the additional volume will be provided by expanding the existing onsite basin. It is understood that the detention pond will remain dry-bottom and gravity drained. The design of a stormwater pumpstation will be considered an additional service.
8. The adjacent water, sanitary and storm sewer systems are adequate in size to serve the proposed use and no offsite extensions or improvements will be required. No design or study of offsite improvements to water, sanitary, roadways, traffic signals, or any other utility improvements is known at this time and is therefore excluded.
9. It is understood that no offsite roadway improvements will be required.
10. According to online maps, the site is not located within the 100-year or 500-year floodplain.
11. The site development is not anticipated to impact United States Army Corps of Engineers (USACE) jurisdiction areas or other Environmentally Sensitive Areas.
12. Site-specific traffic control plans are excluded and are assumed to be provided by the contractor.
13. No variances or encroachment agreements will be pursued.
14. A site plan will be provided in CAD format to Kimley-Horn for use in preparing construction documents.
15. Franchise utilities (electrical, communication, and gas lines) will be coordinated by the MEP.
16. Landscape plans will show code minimum landscape plans with proposed plantings, specifications, details and required code tables.
17. Easement abandonment will not be required.
18. All specifications will be provided on the construction documents. No separate spec book will be provided.
19. It is assumed that the erosion control plans and details prepared by Kimley-Horn will be included in the SWPPP/NOI submittal prepared by others.
20. Fees do not include submittal and/or permit fees.
21. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all materials provided by others in the completion of their scope of work under this agreement.
22. A geotechnical report will be provided by the owner with pavement recommendations.

23. It is assumed that there are no protected trees onsite that will be impacted by proposed improvements. Tree mitigation coordination is not included in the scope of work. If needed, tree mitigation coordination can be done as an additional service.

If any of these assumptions are incorrect, then the scope and fee may change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Topographic Survey

Kimley-Horn will prepare a Category 6, Condition II topographic & utility survey of the Subject Site to be substantially conforming with the 2024 edition of the Manual of Practice published by the Texas Society of Professional Surveyors (TSPS) consisting of the following:

- Spot grade elevations will be obtained as follows:
 - 50' by 50' grid and at visible grade breaks within the boundary of the subject site.
 - 50' by 50' grid and at visible grade breaks within a 10-foot wide strip of overlap area onto adjoining properties, where accessible.
- Contour lines at a 0.5-foot interval will be depicted on the survey map as dashed lines.
- The location of substantial, visible improvements (i.e. building perimeters, sidewalks, fences, curb lines, signs, paving, and paint striping) within the survey area will be mapped and identified.
- Surface evidence of underground utilities will be depicted on the survey, and the assumed routes of underground utilities will be plotted utilizing existing record utility information in combination with surface evidence surveyed, which will include paint markings and/or flags that are present on the site at the time of the survey fieldwork from a request submitted to the Texas811 one-call utility marking service.
- At junction structures (i.e. manholes and inlets) located within the survey area on gravity sanitary sewer and storm sewer lines, which are able to be opened by the surveyor at the time of the field work, the pipe size, invert elevation, and horizontal direction of the pipes connecting to the junction structure will be obtained, to the extent feasible without entering the structure, and indicated on the survey map.

A tree survey is excluded from the scope of this task. The topographic data and linework generated in this task will be presented in a single PDF and CAD file.

Task 2 – Detention Verification Analysis

Kimley-Horn understands per discussions with the Client that existing detention pond may have excess detention volume for the proposed improvements. This task is intended to capture the effort required in reviewing record drawings and other information provided by the Client to confirm that no detention will be required by the authorities having jurisdiction. This task does not include conceptual detention design or a hydraulic analysis of the existing storm or detention system.

Task 3 – Civil Engineering Plans (On-Site)

Kimley-Horn will prepare on-site civil engineering plans consisting of the following:

- Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.
- General Notes: Showing general notes related to proposed construction based on jurisdictional standards.
- Dimension Control Plan: Showing the building envelope (provided by architect) and property boundary with dimensional ties for building envelopes, parking, and roadway(s).
- Grading Plan: Showing proposed finished floor elevations and, as applicable, spot elevations and one-foot contours for public sidewalks, drives, and parking areas. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by Kimley-Horn or others under a separate agreement with the Client.
- Paving and Striping Plan: Showing proposed paving type for parking areas, fire lanes and drives based upon recommendations in the Geotechnical report provided by the Client. This plan will show handicap parking signage.
- Water and Wastewater Plan: Showing onsite water and wastewater plan layouts.
- Drainage Area Map: Showing existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site to be used as the basis for drainage system sizing and layout. Landscaped areas will be shown as individual drainage areas for sizing of a receiving pipe. Small drainage areas for each individual landscape drain will be designed by the Landscape Architect.
- Storm Drainage Plan: Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. The plan will also show private storm drain to collect roof downspouts, for which the pipe size will be determined by the MEP engineer.
- Erosion Control Plan: Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor’s responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.
- Construction Details: Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by Kimley-Horn, construction details for certain site civil engineering improvements will be included in the plan set.

Task 4 – Code Landscape Plans

Kimley-Horn will prepare Landscape Plans in an effort to comply with the directives of the Client and the minimum landscape requirements set forth in the review agency’s published regulations. This task shall include the location, size, quantity, scientific name, common name, and specifications for planting materials, as well as calculations showing the requirements and relevant notes and details.

This task does not include revisions to the Plans necessitated by material site plan changes directed by the Client or their representatives. Subsequent modifications resulting from material site plan changes directed by the Client or their representatives shall be considered an addition to this agreement. Additional services will be provided on an hourly basis in accordance with the attached rate schedule, as authorized by the Client or their representatives. Any effort required to address review

agency comments will be address under the below Submittals and Permitting task.

Task 5 – Meetings & Team Coordination

Kimley-Horn will prepare for and attend meetings and conference calls with the Client, design team, and review agency staff, to the extent requested by the Client and budgeted for in this agreement. This task assumes that 10 hours of effort will be required based on reasonable requests by Client or other members of the design team. Should additional meetings/coordination be required this effort will be billed on an hourly basis in addition to the amount provided below. The invoiced amount for this task will be based on the effort expended, but Kimley-Horn will not exceed the budgeted amount without prior authorization from Client.

Task 6 – Submittals and Permitting

Kimley-Horn anticipates approval from the following entities will be required for the civil engineering plans:

1. League City

Kimley-Horn will submit the civil engineering plans and supporting documentation to the jurisdictional agencies listed above unless it is noted that the submittal is to be made by others in which case Kimley-Horn will provide the civil engineering plans for inclusion in the package to be compiled and submitted by others. Kimley-Horn will make revisions to the civil engineering plans to address reasonable review comments made by the jurisdictional agencies to assist the Client in seeking the construction plan approvals necessary to commence construction. Since the amount of effort needed from Kimley-Horn under this task is unknown at this time, we have assumed 25 hours of effort will be required from us in the estimated fee amount provided for this task for budgeting purposes. The invoiced amount for this task will be based on the effort expended, but Kimley-Horn will not exceed the budgeted amount without prior authorization from Client.

Task 7 – Construction Phase Services

Kimley-Horn will provide construction phase services as specifically stated below, as requested by Client:

Pre-Construction Conference. Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn , and to provide Client a greater

degree of confidence that the completed Work will conform in general to the Contract Documents. KH shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Kimley-Horn may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the Work substantially complete, KH will notify Client and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely.

Since the amount of effort needed from Kimley-Horn under this task is unknown at this time, we have assumed 10 hours of effort will be required from us in the estimated fee amount provided for this task for budgeting purposes. The invoiced amount for this task will be based on the effort expended, but Kimley-Horn will not exceed the budgeted amount without prior authorization from Client.

~~Task 8 – Cat. 1B, Cond. II Boundary Survey Only (if Required / Requested)~~

~~To facilitate platting, Kimley-Horn will prepare a survey to be substantially conforming with the current "Minimum Standard Detail requirements for a Texas Society of Professional Surveyors (TSPS) Category 1B Standard Land Survey of the Subject Site. The survey will show the recorded property boundary, fences and other items necessary to confirm the limits of the property, but survey is not intended to be used for fee title conveyance. (TBPELS Firm No. 10115500)~~

~~Task 9 – Subdivision Platting (if Required / Requested)~~

~~Kimley-Horn will prepare a City of League City Minor Subdivision Plat ± 15.041-acre subject site in general accordance with the current published City of League City and Galveston County guidelines. Kimley-Horn will submit the Plat to the City for review and comment. The effort for this task also includes preparation of the Preliminary and Final application package, addressing one (1) round of ordinary and reasonable simultaneous review comments from the City and Client and attendance at one (1) Planning Commission meeting at which the Plat is considered for approval. Response to additional rounds of plan review comments and resubmission of the plans will be considered beyond the scope of this task and will be provided on an hourly basis or per separate Additional Service Agreement. This task assumes that the proposed plat submittal will not include a variance request.~~

~~Task 10 – Detention Design (if Required / Requested)~~

~~As part of the onsite civil engineering plans prepared under Task 3, Kimley-Horn will perform design calculations to size the expansion of the existing onsite surface detention pond. Facility sizing results, proposed finished grading elevations, and design water surface elevations will be shown on the plans. The Facility outfall improvements will be shown on the Storm Drainage Plan. This task includes design for up to one (1) dry bottom, gravity drained, detention pond. Effort to review and assess alternative or value engineering options for detention after pricing has occurred will be considered an additional service.~~

~~Task 11 – Irrigation Plan (if Required / Requested)~~

~~Following 95% final approval from the review agency and Client of the Landscape Plans, Kimley-Horn will prepare Irrigation Plans. The Irrigation Plans will identify a proposed head/drip layout, valve size and location, point of connection and related appurtenances, pipe sizes, sleeve locations, and Controller location. The plans shall include the Client's preferred irrigation equipment type (Toro, Hunter, Rainbird, etc.) and irrigation equipment power source (Electrical or Solar).~~

~~This task does not include revisions to the Plans necessitated by material site plan changes directed by the Client or their representatives. Subsequent modifications resulting from material site plan changes directed by the Client or their representatives shall be considered an addition to this agreement. Additional services will be provided on an hourly basis in accordance with the attached rate schedule, as authorized by the Client or their representatives. Any effort required to address review agency comments will be address under the below Submittals and Permitting task.~~

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

1. Additional Offsite Topographic Survey
2. Subsurface Utility Exploration (SUE)
3. Easement Documentation
4. Sanitary Lift Station Design
5. Stormwater Pump Station Design
6. Stormwater Quality Management Plan (SWQMP)
7. Site Lighting Design
8. Off-Site improvements not specifically listed
9. Structural or MEP assistance
10. Opinion of Probable Construction Cost
11. Enhanced Landscape and/or hardscape design
12. Retaining Walls Structural Design
13. Tree Mitigation / Disposition Plan

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Current title commitment with Schedule B Exceptions
2. Geotechnical Engineering Report
3. Architectural Site Plan (PDF and CAD format)
4. Anticipated Building Utility Demands, Sizes, and Inverts

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.



QAI NOTE:

QAI PROPOSAL INCLUDES A 10% MARK-UP

Fee and Expenses

Kimley-Horn will perform the services in **Tasks 5-7** on a labor fee plus expense basis with the estimated labor fee shown below. Kimley-Horn will perform the services in **Tasks 1-4 and 8-11** for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
Surveying & Due Diligence Services			
1	Topographic Survey	\$7,500	Lump Sum
2	Detention Verification	\$3,000	Lump Sum
Subtotal		\$10,500	
Basic Site Services			
3	Civil Engineering Plans (On-Site)	\$18,000	Lump Sum
4	Code Landscape Plans	\$3,000	Lump Sum
5	Meetings & Team Coordination	\$3,000	Hourly NTE
6	Submittals & Permitting	\$7,000	Hourly NTE
7	Construction Phase Services	\$3,000	Hourly NTE
Subtotal		\$34,000	
Lump Sum Subtotal		\$31,500	
Estimated Hourly Subtotal		\$13,000	
Estimated Grand Total		\$44,500	
Additional Services (if Required/Requested)			
8	Cat. 1B, Cond. II Boundary Survey Only	\$4,800	Lump Sum + Tax*
9	Subdivision Platting	\$12,000	Lump Sum + Tax*
10	Detention Design	\$5,000	Lump Sum
11	Irrigation Plans	\$2,000	Lump Sum

* Taxes can be excluded if tax exempt paperwork is provided.



Kimley-Horn will not exceed the total maximum labor fee shown on Lump Sum tasks without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Quorum Architecture.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 



Printed Name: Kenneth Cargill, P.E.

Munir Aljjakli, P.E.

Title: Vice President

Project Manager

Attachment – Standard Provisions

Quorum Architecture

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ZERO/SIX

December 26, 2025

QAI NOTE:

QAI PROPOSAL INCLUDES A 10% MARK-UP AND 36 HOURS OF WORK FOR QAI

Att: Trevor Jackson
Quorum Architecture
Via: trevorj@qarch.com

Re: Police Department Training Facility League City – TDI Services
555 W Walker Street, League City TX 77573
ZSC Project No: 25380 Proposal No.: 25380.01

Dear Mr. Jackson:

Zero/Six Consulting, LLC (ZSC) is pleased to present this proposal for your review and execution. ZSC fully understands the scope of services may change as the project develops and scope can be increased or decreased with advance written notice.

Scope of Work/Deliverables:

- TDI Engineering
 - Zero/Six Engineer to review project drawings and specifications for the subject building and provide comments/recommendations to ensure TDI compliance.
 - Zero/Six Engineer to review submittals and RFIs for exterior to ensure TDI compliance.
 - Zero/Six Consulting to perform 6 site visits and issue field reports and issues log, as necessary to ensure compliance.
 - Zero/Six Consulting to turn in a WPI-1 and WPI-2 in order to obtain a WPI-8 from TDI.

Galveston

Austin

San Antonio

Compensation: ZSC proposes a Not-To-Exceed budget of **\$16,995.00** be established to perform the aforementioned Scope of Work. Invoices will be distributed to the client via email at the first of the month based upon T&M expenditures and are due within thirty days of receipt.

Exclusions:

- Services specifically not included within or exceeding the Scope of Work including additional site visits, additional testing/retesting. If attendance is requested at an event that falls outside of the scope of work, an additional proposal will be required.

To Be Furnished By Others:

- Project drawings, specifications, submittals and RFIs to be reviewed.
- Vertical access (i.e. swing stage, manlift, etc.) for inspections. Prior to mobilization access must be onsite and available, in working order, and in compliances with all safety regulations.

Schedule: ZSC has the man-power to commence work immediately upon receipt of signed proposal and Purchase Order. In order to accommodate scheduling, ZSC recommends requesting services at least three days in advance.

Insurance:

- Zero/Six carries Professional Liability Insurance in the amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate. *To the maximum extent permitted by law, the client agrees to limit the Consultant's liability for the Clients damages (related to the work of this proposal agreement) to the fee proposed by the Consultant for the work of this proposal*

Zero/Six Consulting, LLC

1027 Tremont

Galveston, TX 77550

409-740-0090 (voice)

409-740-0554 (fax)

866-551-0090 (toll free)

www.z6consulting.com

agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- Zero/Six carries General Liability Insurance in the amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- Zero/Six carries Automobile Liability Insurance in the amounts of \$1,000,000.00 per combined single limit (each accident).
- Zero/Six has an Umbrella policy in the amount of \$5,000,000.00 (each occurrence and aggregate).
- Zero/Six carries statutory Workers Compensation insurance.
- Certificates are available upon request. *Please let us know if you have additional insurance requirements.*

Miscellaneous Provisions:

- Changes and/or addition(s) to the initial Scope of Work defined herein will be submitted under a new proposal for Client’s written approval. Upon agreement, a new work authorization should be executed.
- Proposal is valid for thirty (30) business days.
- *Zero/Six and Owner/Sub Contractor waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement.*
- *ZERO/SIX MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, REGARDING ZERO/SIX’S SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. Zero/Six shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create any agency or fiduciary relationship.*
- *Zero/Six shall have authority to act on behalf of the Owner/Sub Contractor only to the extent provided in this Agreement. Zero/Six shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall Zero/Six be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. Zero/Six shall be responsible for Zero/Six’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.*

Thank you for the opportunity to present this proposal.

Submitted by:

Accepted by:



Jeffrey Bishop, P.E.
Principal

Trevor Jackson

Date

ATTACHMENT A



Man-Hour Projections
Quorum Architecture
Police Department Training Facility LC TDI Services
12/26/2025

Project No. 25380, Proposal No. 25380.01

Engineering Consulting Total	Total Proposal	\$	16,995.00
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	Qty	Unit	Rate	Sub Totals	Totals
Drawings & Specifications Review				\$	1,760.00
TDI Certified Engineer	8	MH	\$ 220.00	\$ 1,760.00	
Submittal Reviews - Calculations, Test Reports, Shop Drawings				\$	2,640.00
TDI Certified Engineer	12	MH	\$ 220.00	\$ 2,640.00	
Site Visits				\$	11,115.00
TDI Certified Engineer	8	MH	\$ 220.00	\$ 1,760.00	
Senior Project Manager	0.5	MH	\$ 185.000	\$ 92.50	
			Subtotal	\$ 1,852.50	
			No of Visits	6	
			Total	\$ 11,115.00	
Misc. Project Management				\$	1,480.00
Senior Project Manager	8	MH	\$ 185.00	\$ 1,480.00	

Note: ZSC reserves the right to adjust resources accordingly to better perform the Scope of Work and preserve the project budget presented herein.

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services must conform to the following submittal types and requirements:

A. 30% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet
 - b. Field Survey Plan Sheet
 - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - d. Demo Plan
 - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
- ~~6. Traffic Impact Analysis (if needed)~~
- ~~7. Draft H&H Study and/or Preliminary Engineering Report (if needed)~~
- ~~8. Preliminary Land Acquisition Information (if needed)~~
9. Preliminary Geotechnical findings (if needed)
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

B. 60% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet w/ index
 - b. General Notes
 - c. Sheet Layout
 - d. Typical Cross-Sections
 - e. Survey Control
 - f. Demo Plan
 - g. Grading Plan (if needed)
 - h. ~~Tree Protection and/or~~ Landscape Plan (if needed)
 - ~~i. Traffic Control Plan (if needed)~~
 - j. Proposed Drainage Area Map and calculations (if applicable)
 - ~~k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street~~
 - ~~l. Intersection Details~~
 - ~~m. Sidewalks, Traffic Signage, & Pavement Marking Plans~~
 - n. SW3P Plan Sheet(s) and Details
 - o. Standard CoLC Details applicable for project
 - p. Project Specific Requirements/Details/Notes such as
 - 1) Electrical Plans/Details
 - 2) Structural Plans/Details
 - ~~3) Signal Plans/Details~~
- ~~2. Final ROW Documents for Land Acquisition (if needed)~~
- ~~3. Completed Geotechnical Report (if needed)~~
4. List of Updated Utility Conflicts and contact information for appropriate utilities.
5. List of needed Permits, draft applications for needed Permits

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

C. 90% Submittals should, at a minimum, include the following:

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
- ~~4. SW3P Manual with appropriate documentations/signatures as applicable~~
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities.

D. Resubmittals

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
- ~~2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.~~

II. Bid Phase Services should, at a minimum, include the following:

- A. 100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).
- B. Completed Project Manual
- ~~C. Completed SW3P Manual~~
- D. Final OPCC
- E. Updated Construction Schedule
- ~~F. Preparation of Exhibits and attendance at Public Meeting (if needed)~~
- G. Assist with the advertisement of the project (if needed)
- H. Address any RFI during Bid process (if needed)
- I. Attend and Assist in running a Pre-Bid Meeting (if needed)
- J. Provide Addendums to Bid Documents (if needed)
- K. Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

III. Construction Phase Services should, at a minimum, include the following:

- ~~A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start~~
- B. Attendance at Construction Progress Meetings (if needed)
- C. Periodic Site Visits ~~(minimum 1 visit per month of construction)~~ (6 site visits)
- D. Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.
- E. Address found Design Conflicts in the Field
- F. Provide paper & digital copies of As-Builts