



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT ("Agreement") is entered by and between **Birkhoff, Hendricks & Carter, L.L.P** (the "Professional"), located at **11910 Greenville Ave., Suite 600 Dallas, Texas 75243** 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 **the Davis Road to Signature Point 12-inch Waterline Project**. 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 **May 19, 2025** and shall expire on **December 31, 2026** 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 **\$213,995** 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)*

BIRKHOFF, HENDRICKS & CARTER, L.L.P. - "Professional"



Craig M. Kerkhoff, PE, CFM

CITY OF LEAGUE CITY - "City"

John Baumgartner, 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
(35 pages, including this page)

EXHIBIT A
ENGINEERING SERVICES
FOR
Davis Street / FM 2094 12-inch Water Line

An existing 16-inch water line, approximately 1,100 linear feet, was constructed along Marina Bay Dr (FM 2094) from Constellation Drive to the south and stubbed-out to the edge of an open drainage area. An 8-inch water line was constructed along FM 2094 from Egret Drive (FM 270) to the north and ended on the north side of Davis Street. The proposed project is a 12-inch water line along FM 2094 to connect the previous two projects.

Extensive existing franchise utilities are located along this alignment. Identified by visual observation are three energy pipelines as well as Centerpoint electrical facilities parallel and perpendicular to the proposed alignment. Different installment methods will be evaluated, but for the purposes of project budgeting, it is assumed that the majority of the alignment will be required to be installed in a trenchless method by directional bore. Water line will cross the Genco Canal as well. During the 30% Design Phase, alternate routes and methods, including crossing of Genco Canal, will be identified, evaluated and confirmed with the City. The tie-ins on each end of the proposed project appear to be in locations that may be difficult to access or continue a utility along. The scope and fees for the initial phase of project is as follows:

PART I: DESIGN PHASE

A. 30% Phase

- 1) Upon receipt of topographical survey and mapping, Engineer will design and prepare construction plans to 30% level consisting of:
 - 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. Demolition Plan
- 2) Coordinate and prepare a list of preliminary Utility Conflicts and contact information for utilities.
- 3) Provide 30% level quantities and Engineer's OPCC.
- 4) Coordinate and provide a list of permits needed for the project.
- 5) Coordinate and provide a list of permanent and temporary easements.
- 6) Submit digital copies of half-size plans and other documents as appropriate per Exhibit B for City's review and comment.

B. 60% Phase

- 1) Upon receipt of 30% review comments and preferred water line routing, Engineer will design and prepare construction plans to 60% level consisting of:
 - a. Cover Sheet w/ index
 - b. General Notes
 - c. Project Layout
 - d. Address City's 30% comments and document responses in a letter to be submitted with 60% submittal.
 - e. Prepare any special detail or crossing section for the project.
 - f. Survey Control Sheet
 - g. Demolition Plan, as appropriate
 - h. Conduct, as appropriate, an inventory of possible impacted trees and provide a removal or protection plan and details
 - i. Provide detouring and/or traffic control plans for the project.
 - j. Prepare Plan and Profile drawings with station Number for the Water Line
 - k. SW3P Plan Sheet(s) and Details
 - l. Provide Standard CoLC Details applicable for project
- 2) Final ROW Document for Land Acquisition
- 3) Coordinate and update list of Utility Conflicts and contact information for appropriate utilities
- 4) Update, if needed, list of permits needed for the project.
- 5) Provide list of Technical Specifications that are needed for Project
- 6) Update Design Schedule
- 7) Provide 60% level quantities and Engineer's OPCC
- 8) Prepare applications for any permits needed for the project to be submitted later with final plans.
- 9) Submit PDF copies of half-size plans and other documents, as appropriate, per the Exhibit B listing for City's review and comment.

C. 90% Phase

- 1) Develop construction plans and detail to 90% level design.
- 2) Address City's 60% comments and document responses in a letter to be submitted with 90% submittal.
- 3) Prepare project manual consisting of front-end, bid schedule and technical specifications.

- 4) Provide SW3P Manual with appropriate documentations/signatures, if applicable for this project.
- 5) Update Engineer's OPCC to 90% level.
- 6) Prepare applications for any permits needed for the project to be submitted later with final plans.
- 7) Finalize utility conflicts list and submit to City to begin work with utility owners on any relocation warranted for the project.

D. 100% Phase

- 1) Finalize construction documents to 100% level design. Address all City 90% comments. Prepare a written response to all City's comments, to be submitted with the final submittal.
- 2) Finalize draft project manual consisting of City front-end, technical specifications, and bid schedule.
- 3) Finalize quantities and update Engineer's OPCC to 100% level design.
- 4) Submit 2 sets of half-size plans and project manual and in PDF format to the City.

PART II: BIDDING PHASE

- 1) Assist City in preparing the Notice to Bidders advertisement and obtaining bids. Upload bid documents on Civcast for bidders. City will advertise the project according to City requirements and bear cost.
- 2) Attend and assist City at pre-bid conference.
- 3) Provide information and responds to questions from the bidders.
- 4) Prepare addendums as needed for the project and upload on Civcast.
- 5) Tabulate and evaluate bids, check references, and provide recommendations to the City on award of contract.
- 6) Prepare and submit three (3) copies of Conformed Project Manual to the City and agreement with the selected contractor.

PART III: CONSTRUCTION PHASE

- 1) Prepare and submit five (5) sets of half-size Conformed Plans and Project Manual for use by City and the Contractor. Provide one (1) set of full-size plans to City Engineering Department.
- 2) Attend and assist City at the pre-construction meeting.
- 3) Periodic Site Visits (1 visit per month of construction) combined with monthly progress meeting.
- 4) Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.
- 5) Address found Design Conflicts in the Field
- 6) Prepare change orders as necessary.

- 7) Conduct one Substantial Completion walk through with the City and the contractor, and prepare a punch list.
- 8) Conduct one Final Completion walk through with the City and the contractor.
- 9) Prepare and submit one (1) set of hard copy and PDF of Record Drawings based on the red-line mark-ups of plans from the contractor.

PART IV: ADDITIONAL SERVICES

1) Survey for Design, Property Acquisition and Construction

Design Survey to include complete field topography, mapping, utility markings, trees, landscaping, visible irrigation system, and tie benchmark into City's control loop and tie-in street. See attached Survey Sub proposal for more details.

2) Subsurface Utility Locates

Subsurface Level A SUE to determine precise horizontal and vertical location of utilities.

3) Land Rights Acquisition

Services to include facilitating with property and easement holders for easements and/or permits, appraisals or recordings. Metes and bounds to be provided by others.

4) Environmental

Services to include a desktop Cultural Resources Assessment.

5) Coordination

To include coordination with the various entities, such as TxDOT, Genco Canal, pipeline companies, Centerpoint, other franchise utilities, etc. along the project route, other than the City.

6) Miscellaneous Project Expenses

A budget not to exceed \$2,500 is proposed for the project's miscellaneous expenses such as printing, postage, deliveries, local mileage to project site and City. BHC will not exceed this budget without prior approval. All project travels are considered to be local. Application fees for permits will be paid by the City.

PART V: EXCLUSIONS

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- 1) Certification that work is in accordance with plans and specifications.
- 2) Consulting services by others not included in Scope of Services.
- 3) Contractor's means and methods.
- 4) Environmental cleanup.
- 5) Environmental impact statements and assessments.
- 6) Fees for permits.
- 7) Fees for publicly advertising the construction project.
- 8) Fiduciary responsibility to the City.

- 9) Geotechnical Investigation
- 10) Legal services in connection with easements and easement acquisitions.
- 11) On-site construction safety precautions, programs, and responsibility (Contractor's responsibility).
- 12) Phasing of Contractor's work.
- 13) Quality control and testing services during construction.
- 14) Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- 15) Traffic Impact Analysis
- 16) Trench safety designs

PART VI: COMPENSATION

Payment for engineering services described in Exhibit 'A' Parts I, II, & III shall be based on lump sum fees as listed below. Payment for engineering services described in Exhibit 'A' Part IV shall be based on subconsultants lump sum fee invoice cost time 1.10. Payment for miscellaneous project expenses shall be based on cost time 1.10.

SUMMARY OF COMPENSATION

BASIC SERVICES:

Part I	30% Plans	\$ 31,000*
Part I	60% Plans	\$ 20,000*
Part I	90% Plans	\$ 20,000*
Part II	100% Plans	\$ 7,500*
Part II	Bidding Phase	\$ 5,000
Part III	Construction Phase	\$ 10,500
	Total Basic Services:	\$ 94,000

ADDITIONAL SERVICES:

Part IV (1)	Survey plus 10%	\$ 23,650*
Part IV (2)	SUE plus 10%	\$ 25,858 *
Part IV (3)	Land Rights plus 10%	\$ 50,237
Part IV (4)	Environmental plus 10%	\$ 2,750*
Part IV (5)	Coordination (services for permits/crossings)	\$ 15,000
Part IV (6)	Miscellaneous Project Expenses (NTE budget)	\$ 2,500
	Sub Total Additional Services:	\$ 119,995
	Total Not to Exceed:	\$ 213,995

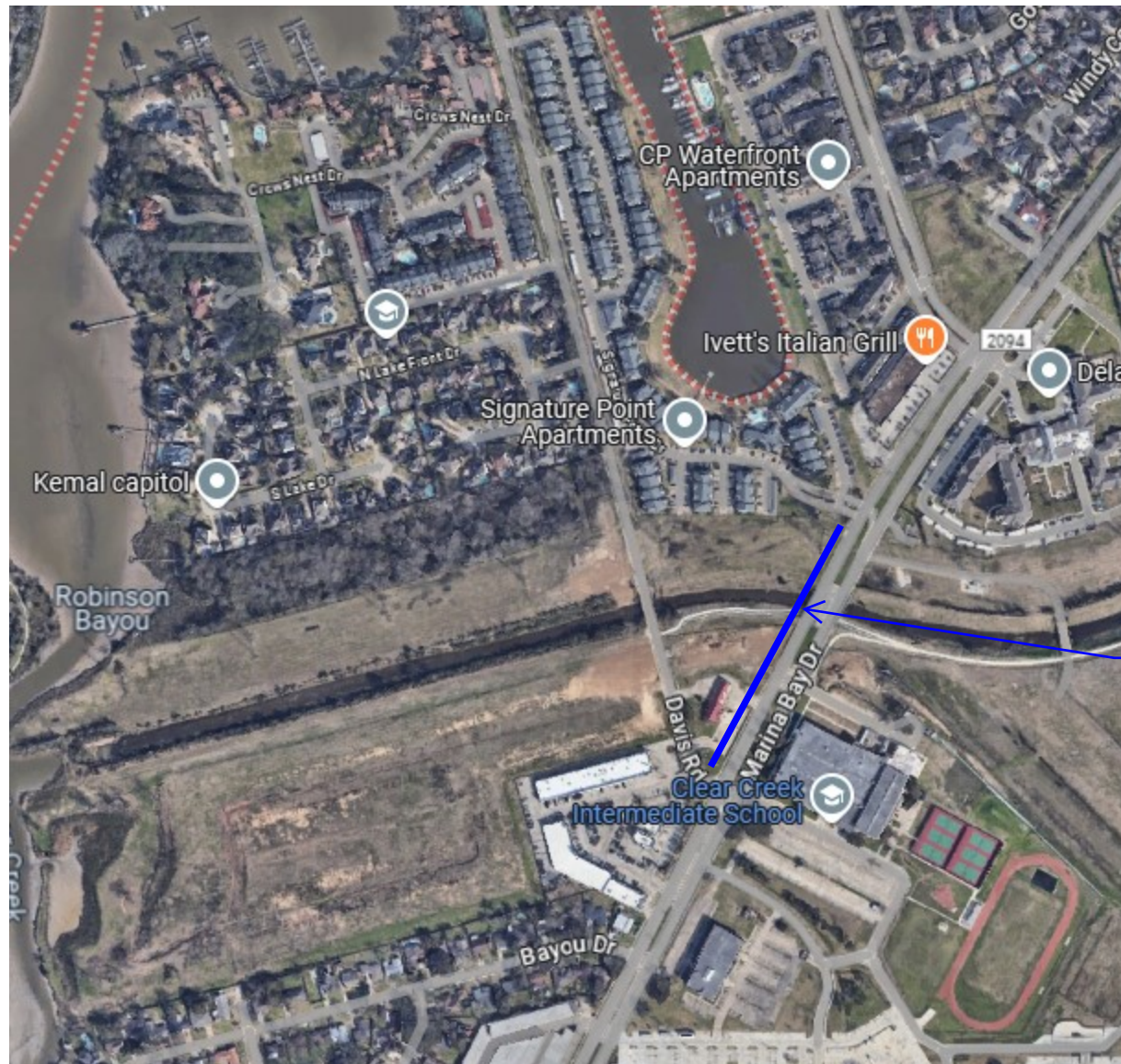
*Time-critical tasks totaling \$130,758 to be completed within 180 days, excluding City review and approval periods.

Payments are to be made and City agrees to pay within 30 days upon receipt.

PART VII: PROJECT SCHEDULE

Submit 30% Plans.....	90 days from Notice to Proceed
Submit 60% Plans.....	30 days from receipt of 30% comments from City
Submit 90% Plans.....	30 days from receipt of 60% comments from City
Submit 100% Plans.....	30 days from receipt of 90% comments from City
Bid & Award Phase.....	Estimated 75 days from advertisement
Construction Phase	Estimated 150 days from Contractor's Notice to Proceed

Above calendar days exclude review periods by the City.



Water line project

BIRKHOFF, HENDRICKS & CARTER, L.L.P.**PROFESSIONAL ENGINEERS***Texas Firm F526***Client:** League City**Project:** Davis Street Water Line**Project No.** _____**Date:** 10-Mar-25**By:** CMK**ENGINEER'S OPINION OF CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Price	Amount
1	Mobilization, Bonds and Insurance	1	LS	\$ 27,000.00	\$ 27,000.00
2	Furnish & Install 12-inch water line by Other Than Open Cut	600	LF	\$ 500.00	\$ 300,000.00
3	Furnish & Install 12-inch water line by Open Cut	450	LF	\$ 120.00	\$ 54,000.00
4	Furnish & Install 12-inch Gate Valve	4	Ea	\$ 8,500.00	\$ 34,000.00
5	Furnish & Install Fire Hydrant w/ lead and 6-inch valve	2	Ea	\$ 8,000.00	\$ 16,000.00
6	Remove and Replac Concrete Roadway	358	SY	\$ 180.00	\$ 64,500.00
7	Connect to Existing Water Lines	1	Ea	\$ 20,000.00	\$ 20,000.00
8	Furnish, Install, Water, Fertilize & Establish Hydromulch	167	SY	\$ 12.00	\$ 2,000.00
9	Furnish Trench Safety Plan	1	LS	\$ 5,000.00	\$ 5,000.00
10	Implement Trench Safety Plan	1	LS	\$ 20,000.00	\$ 20,000.00
11	Furnish Storm Water Pollution Prevention Plan	1	LS	\$ 2,500.00	\$ 2,500.00
12	Furnish, Install, Maintain & Remove Erosion Control Measures	1	LS	\$ 8,000.00	\$ 8,000.00
13	Furnish, Install, Maintain & Remove Traffic Control Measures	1	LS	\$ 15,000.00	\$ 15,000.00
14	Well Pointing, as needed	500	LF	\$ 40.00	\$ 20,000.00
15	Misc Site Restoration	1	LS	\$ 20,000.00	\$ 20,000.00
	Subtotal				\$ 608,000.00
	Contingency	20%			\$ 121,600.00
	Estimated Construction Total				\$ 729,600.00
				USE:	\$ 730,000.00



200 Houston Ave, Suite B, League City, Texas 77573
P.O. Box 16142, Galveston, TX 77552 (Mailing)
(281)554-7739
www.HighTideSurveying.com

November 22, 2024
Revised: Jan. 27, 2025

Mr. Craig M. Kerkhoff, P.E.
Birkhoff, Hendricks & Carter, LLP
214-361-7900
kerkhoff@bhcllp.com

Subject: League City, TX – Marina Bay Drive Water Line Extension Survey Proposal

SCOPE OF SERVICES

High Tide Land Surveying, LLC. (HTS) will provide easement exhibits with metes and bounds descriptions for a proposed waterline extension to cross the following parcels of land (refer to site exhibit on page 3 of 3):

- Amegy Bank of Texas - 1.135 Acre Tract (GCAD #308361) 2460 Marina Bay Drive
- H&H Properties – Part of 1.136 Acre Tract (GCAD #614785) Vacant Land (Tract 1)
- City of League City – 0.17 Acre Tract (GCAD #746359) Vacant Land
- H&H Properties – Part of 1.136 Acre Tract (GCAD #614785) Vacant Land (Tract 2)
- City of League City – 1.743 Acre Tract (GCAD #160021) Vacant Land
- CenterPoint Energy*** – 2.127 Acre Tract (GCAD #290478) Vacant Land
- Midcon Texas Pipeline – 0.305 Acre Tract (GCAD #160022) Vacant Land
- HZ Signature Point – 19.555 Acre Tract (GCAD #308358) 1 Signature Point Drive

*** CenterPoint Energy has a specific template and requirements for proposed easements

PROPOSED FEES FOR SCOPE OF SERVICES

Water Line Easement Exhibit w/ Metes and Bounds Description (8 Parcels @ \$1,000 each).....**\$8,000**

Collect site topography from existing back of curb to 150' into subject tracts to include ditch cross section and any relevant pipeline locations (8 Parcels @ \$1,500 each).....**\$13,500**

Grand Total....\$21,500

DELIVERABLES

HTS will provide the following deliverables for this project:

- Signed and sealed easement exhibits with metes and bounds descriptions (x8)
- Signed and sealed topographic survey of entire project area
- CAD file of data collection
- ASCII point file of same



200 Houston Ave, Suite B, League City, Texas 77573
P.O. Box 16142, Galveston, TX 77552 (Mailing)
(281)554-7739
www.HighTideSurveying.com

SCHEDULE

Approximate delivery time is 15 - 20 business days from receiving Notice to Proceed and/or Purchase Order from Client.

If you have any questions, please do not hesitate to call me at 281-554-7739.

Very truly yours,

James Kerneckel

James Kerneckel, CST
Project Manager
High Tide Land Surveying, LLC.

Approved by: _____

Date: _____



200 Houston Ave, Suite B, League City, Texas 77573
P.O. Box 16142, Galveston, TX 77552 (Mailing)
(281)554-7739
www.HighTideSurveying.com

Site Exhibit

Marina Bay Drive, League City, Galveston County, Texas
(Proposed Water Line Extension Shown in Orange)





Subsurface Utility Engineering (SUE)

Basic Services

The American Society of Civil Engineers (ASCE), in publication CIASCE 38-02/38-22, defines SUE as a branch of Civil Engineering that involves mapping existing subsurface utilities and depicting those utilities to certain quality levels.

1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - a. Quality Level "D": Information derived from existing records and/or oral recollections
 - b. Quality Level "C": Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
 - c. Quality Level "B": Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities (aka Designating).
 - d. Quality Level "A": Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point (aka Locating).
2. Birkhoff, Hendricks & Carter LLC (Client) is requesting Solaray Engineering, Inc. (Subsurface Utility Engineer) to perform Level A SUE on existing utilities at locations directed by the Client.
3. The Client will provide any records they may have. The Subsurface Utility Engineer will gather any additional records and establish contact with the utility owners if needed. The Client will provide the benchmarks and survey control for us to use in locating the TH's.
4. The Subsurface Utility Engineer will provide Quality Level B services for locating the existing utilities in order to perform the Quality Level A. Utilities will be marked using pink based paint. Each utility will be clearly labeled by utility type and owner. There will be a considerable amount of paint on the sidewalks and pavement. If the subsurface utility engineer is required to wash the paint away, this will be considered an additional cost.
5. General Locating (Quality Level "A") Procedures: It is estimated that test holes will be completed in natural ground. Upon completion of each test hole, two pictures will be taken, one of the utility and one of the test hole board showing the depth. It is estimated that this project will require up to Six (06) test holes.
6. Traffic Control and Permits: it is not anticipated that Traffic Control will be required for this project.

a. Deliverables

Deliverables for this project shall include the following items and shall be delivered to the Client in accordance with the submittal dates outlined in the “**PROJECT SCHEDULE**” section of this Scope of Services

1. 1 PDF of Test Hole Reports on 11” X 17”, printed in color, signed & sealed by a Texas licensed Professional Engineer.
2. DGN of the TH locations with the utilities designated shown.

b. Project Schedule

PROJECT MILESTONE

TARGET SUBMITTAL DATE

Notice to Proceed

Level A SUE

TH Reports Submittal

Coordinate with BHC

2 Weeks after field work is complete

c. Exclusions

1. Washing away paint from pavement.
2. Identifying types of cables and splices inside telecommunication manholes and hand holes.
3. Mapping telecommunication manholes and handholes.
4. Level D SUE
5. Level C SUE
6. Level B SUE
7. Traffic Control
8. Topo Survey and Survey Control



ENGINEER RATES

LEAGUE CITY BIRKHOFF, HENDRICKS & CARTER																							
SUE BASIC SERVICES(CADD Included, Survey Included)		PROJECT MANAGER	SUE FIELD Manager	Senior Engineer	EIT	Engineer Specialist Senior	CADD Operator (Senior)	CADD Operator (Junior)	SUE Mob/Demob	2 Person Designating Crew Rate	Survey Crew Rate	Vac Crew Rate	Level A 0.0' TO 5.0'	Level A 5.0' TO 8.0'	Level A 8.0' TO 13.0'	Level A 13.0' TO 20.0'	Level A > 20'	Traffic Control If required	Travel/ Mileage	Lodging (Taxes/Fees Not Included)	Lodging (Taxes and Fees)	Meals	TOTAL
		\$219.00	\$109.02	\$197.52	\$114.00	\$183.00	\$115.14	\$78.00	\$5.90	\$225.00	\$220.00	\$341.00	\$1,390.00	\$1,725.00	\$2,100.00	\$2,900.00	\$235.00	\$2,500.00	\$0.67	\$128.00	\$45.00	\$80.00	
		Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per LF	Per MI	Per Hour	Per Hour	Per Hour	Per Test Hole	Per Test Hole	Per Test Hole	Per Test Hole	Per VF	day	Per Mile	Day per Person	Day per Person	Day Per Person	
2 through 6. Perform TH's	2	4							566	6			1	2	2	1			2000	6	6	6	\$20,361.48
2 through 9. Deploy Solaray's Survey Crew to locate TH's											12									2	2	2	\$3,146.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00
																							\$0.00

Total Solaray Contract Not to Exceed= **\$23,507.48**

December 3, 2024

Birkhoff Hendricks Carter, LLP
Attn: Craig Kerkhoff
11910 Greenville Ave #600
Dallas, TX 75243

Proposal for Right-of-Way Acquisition – Marina Bay Drive – League City

Dear Craig,

Thank you for the opportunity to provide a proposal for the acquisition of new right-of-way for the placement of new utility lines along Marina Bay Drive in League City. We have evaluated the maps provided to WLG, and arrived at 7 acquisition parcels across 9 tax and easement held parcels.

Acquisition fees are flat rate and inclusive of all activities necessary to secure new utility easements and encroachment/crossing permits in forms acceptable to the city and BHC, including document preparation, meetings with property owners, negotiations, and execution of documents. In the event of an uncooperative party or when ownership cannot be reasonably determined, pre-condemnation support tasks for land rights acquisition are included in the scope of work.

Historically, we have found appraisals to be necessary to either further regular negotiations, or to prepare for eminent domain on 30% of any given project and have included appraisal fees in the proposal.

We expect to acquire all easements and permits without threat of eminent domain. In the off chance a threat of eminent domain is necessary, we have included eminent domain support fees for 2 parcels in our estimated totals.

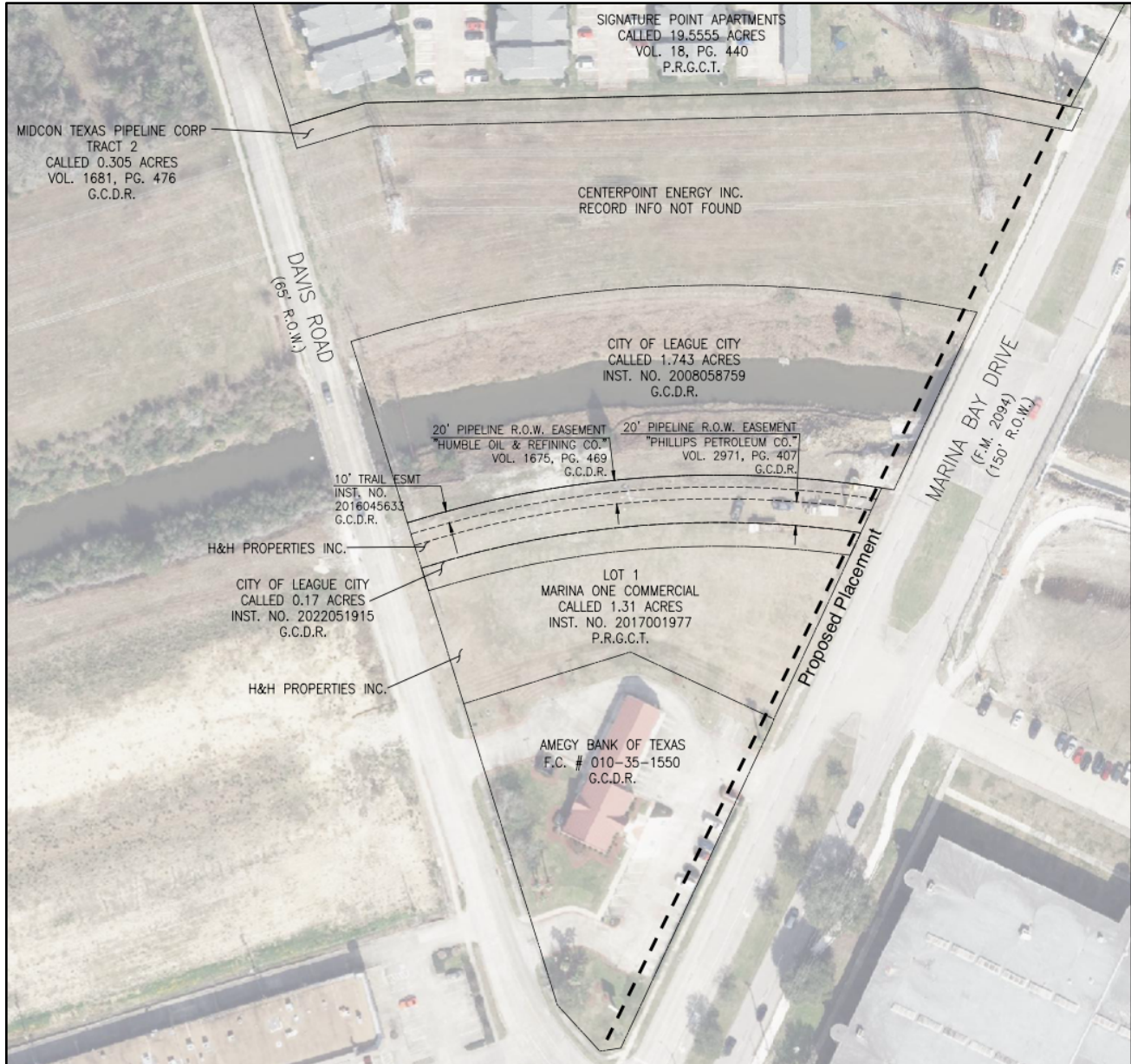
As with every project of this nature, we understand timing is critical, and we have the personnel and resources available for the successful on-time delivery of the land rights required. To communicate your acceptance, please sign and return the Authorization to Proceed included as the last page in the following exhibits.

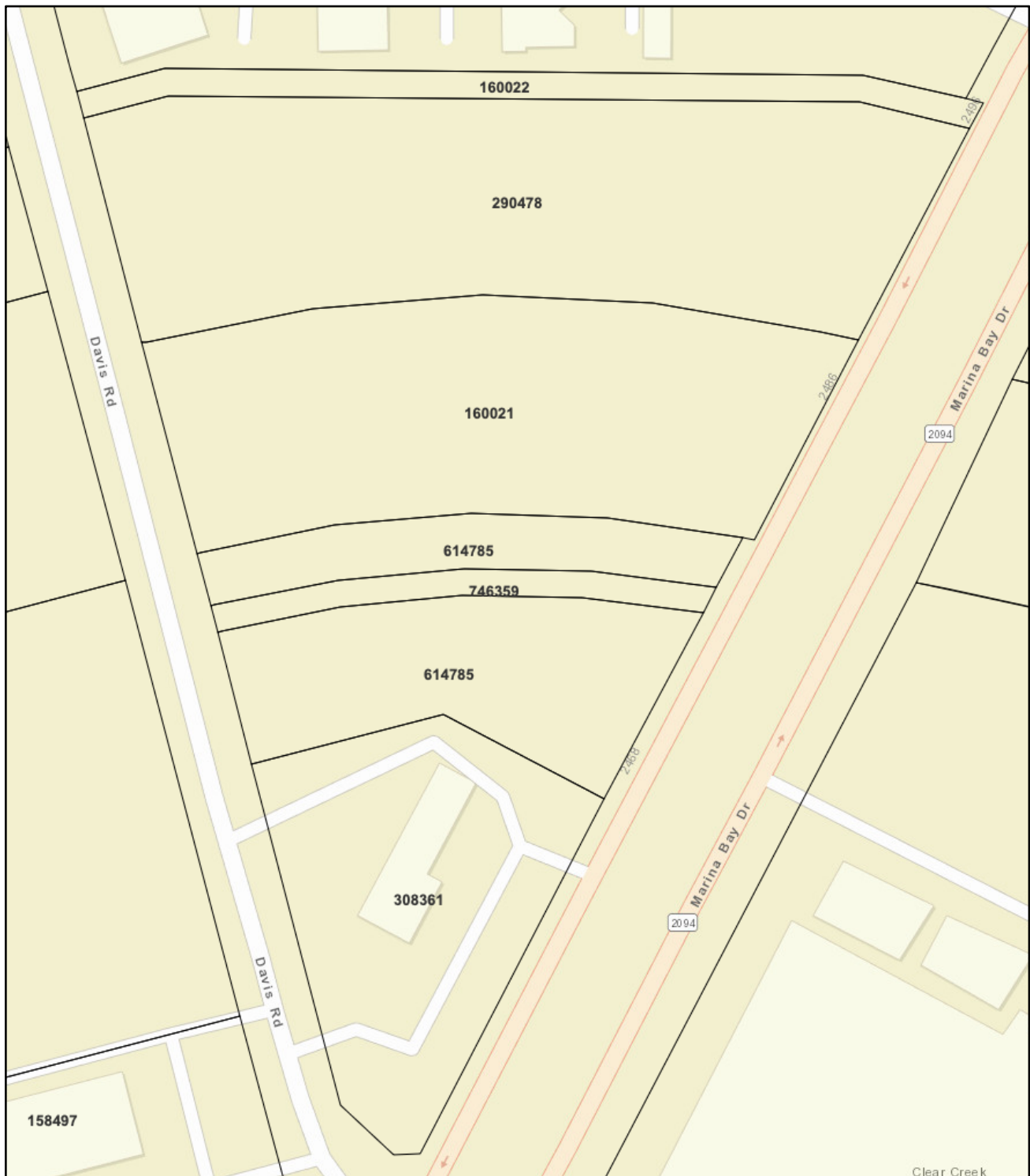
Sincerely,



Matthew Whitman
Broker/Managing Member

Attachment 1
Marina Bay – League City
Acquisition Parcel Maps





Attachment 2
Marina Bay – League City
List of Owners & Parcel Count

PARCEL	CADID	OWNER NAME	ESMT ACQ	PERMIT ACQ	NOT REQ
1	308358	HZ Signature Point	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	160022	Midcon Texas Pipeline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	290478	Centerpoint Energy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	160021	City of League City	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	614785	H&H Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	None	Humble Oil & Refining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	None	Phillips Petroleum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	746359	City of League City	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	308361	Amegy Bank of Texas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Tax and Easement Parcels: 9

Total Acquisition Parcels: 7

Attachment 3
Marina Bay – League City
Schedule of Fees & Payment Milestones

<u>Project Management Fee:</u>	\$4,000.00
<u>Title Research Fee:</u>	\$495.00/per parcel
<u>Easement Acquisition Fee:</u>	\$3,395.00/per parcel
<u>Permit Acquisition Fee:</u>	\$3,395.00/per parcel
<u>Recording Fees:</u>	\$100.00/per parcel
<u>Eminent Domain Support:</u>	\$1,395.00/per parcel
<u>Appraisal Fee per Parcel:</u>	\$3,650.00/per parcel
<u>Additional Services:</u> <i>Includes any request(s), activities, or services to be provided outside of the "Scope of Services".</i>	\$150.00 per hour of service

Project Management Fee is payable at onset of project. Acquisition Fees are payable in three milestones. All other fees are payable upon receipt of the deliverables.

Milestone 1 - 30% of per parcel fee

Payable after initial file set up, creation of the conveyance documents, supplemental memorandums, other project specific instruments, project maps.

Milestone 2 - 30% of per parcel fee

Payable upon commencement of negotiations, being the first substantial contact with the property owner by phone conversation or in-person meeting.

Milestone 3 - 40% of per parcel fee

Payable upon delivery of a signed instrument conveying the land rights needed for the Project (or other form of conveyance) or file delivered to Client's attorney for condemnation.

Attachment 4
Marina Bay – League City
Estimated Project Fees

Total Acquisition Parcels: 7

Project Management Fee:	\$ 4,000.00
Title Research:	\$ 3,465.00
Easement Acquisition (5 Parcels):	\$ 16,975.00
Permit Acquisition (2 Parcels – pipelines):	\$ 6,790.00
Recording Fees (4 Parcels):	\$ 700.00

Total Acquisition, Title, and Management Fees: \$ 31,930.00

Appraisal Fees (3 Parcels): \$ 10,950.00
(we estimate appraisals will be necessary on 30% of the acquisition parcels).

Eminent Domain Support (2 Parcels): \$ 2,790.00
(Estimated for 20% of the acquisition parcels. Payable only upon the commencement of formal ED through compliant initial offer letters).

Total Estimated Project Fees: \$ 45,670.00

Attachment 5
Marina Bay – League City
Scope of Services – Easement & Permit Acquisition

Project Management

- Dedicated Project Manager assigned to the project.
- Prepare initial property owner contact list for use by CLIENT.
- Provide monthly summaries of Project expenses including amounts authorized, amounts paid and budget forecasting or less frequent as required by CLIENT.
- Bi-Weekly project update meetings to discuss project status, timeline, updates & important changes. Maintain status reports of all parcel and Projects activities
- Prepare, post, and maintain a GIS based acquisition tracking map illustrating parcels acquired, under negotiation, in eminent domain, etc. providing real-time updates to the CLIENT on the status of acquisition parcels.
- Monitoring the overall progress of the project to ensure maintaining project timeline
- Project Closeout (including record retention, quality control, and producing closing files)

File Management

- Working files will be kept in WLG's Projects administrative office, but documents generated or received by WLG will be forwarded to the CLIENT upon request to WLG.
- Prepare invoices utilizing the CLIENT's standard payment submissions forms with supporting documentation.
- Maintain records of all payments including warrant number, amount, and date paid, etc.
- Maintain copies of all correspondence and contacts with property owners.

Title Services

- Conduct a title search to identify existing encumbrances and current deed or instrument of conveyance to ensure accuracy of ownership.
- Prepare limited title certificates memorializing evidence of current ownership and encumbrances.
- Evaluate all title documents to identify possible conflicts with existing easements and/or facilities and communicate findings to CLIENT.

Negotiation Services

- Prepare the introductory contact and follow up letters, memorandum of agreement, instruments of conveyance and any other documents required or requested by CLIENT on applicable CLIENT forms.
- Maintain follow-up contacts and secure the instruments necessary to obtain fee simple interest in the acquisition parcel.
- If monetary compensation is to be offered to property owner(s) in connection with this Project, said compensation will be approved in writing by the CLIENT prior to said offer being presented to the property owner(s).
- Respond to property owner inquiries verbally and in writing, and in person as necessary.

- Maintain parcel files of original documentation related to the property interest acquired.
- Transmit to CLIENT any written counteroffer from property owners including supporting documentation, along with a response recommendation.

Land Surveys

- Surveys of the subject property and survey plat and metes and bounds description of the proposed easement area signed and sealed by WLG's Registered Professional Land Surveyor are not included in this proposal and will be provided by others.

Recording

- WLG to file secured easements of record with the County.

Appraisals

- To be initiated on an as-needed basis as approved by CLIENT to further regular negotiations or to prepare for an eminent domain action.
- Review all appraisals to confirm appropriate methodology and a project-wide consistency of value.

Deliverables

Upon completion of the acquisition of land rights, WLG shall deliver to CLIENT:

- Original signed and recorded instrument.
- Survey of the Easement Area
- Appraisal (if applicable)
- Copy of Memorandum of Agreement (if applicable)
- Limited Title Certificate

In the event of an uncooperative party, Whitman Land Group will provide the following eminent domain support tasks:

Negotiations and Acquisitions

- Prepare an initial offer letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Initial Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
- Negotiate in good faith with the property owner during the prescribed 30-day period for owners consideration of the Initial Offer.
- Prepare a Final Offer Letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Final Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
- Engage a local title company to conduct a complete title abstract and lien search prior to the filing of an eminent domain action with the Court to ensure all interested parties are named in the suit.
- Negotiate in good faith with the property owner during the prescribed 14-day period for owners consideration of the final offer.

- WLG shall maintain negotiators logs detailing attempts at contact, conversations, and other communications with the property owner during the negotiation period.

Deliverables:

Upon expiration of the 30-day and 14-day periods for the property owner's consideration of the Initial Offer and the Final Offer, WLG shall deliver to CLIENT and/or CLIENTs attorney to prepare petitions and file suit:

- Copy of the Initial Offer Letter and exhibits
- Copy of the Final Offer Letter and exhibits
- Land Survey of the Easement Area
- Appraisal
- Proposed Conveyance Document
- Negotiators Log
- Copies of written communications between WLG and property owner.

This Scope of Work for Condemnation Support Services does not adequately address all potential aspects of acquiring property rights as established in the Uniform Relocation Assistance and Real Property Acquisition Policy's Act of 1970 and further defined by Texas Senate Bill 18

Attachment 6
Marina Bay – League City
Information on Brokerage Services



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Whitman Land Group, LLC	9000918	info@whitmanlandgroup.com	972-318-9688
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Matthew Whitman	0441422	matthew@whitmanlandgroup.com	972-979-2350
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0



Attachment 7
Marina Bay – League City
Acceptance of Proposal / Authorization to Proceed

The above fees, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By:

Signature

Name

Title

Date



11555 Clay Road, Suite 100
Houston, Texas 77043
P 713-690-8989
Terracon.com

February 10, 2025

Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

Attn: Mr. Craig Kerkhoff
P: (214) 361-7900
E: ckerkhoff@bhcllp.com

RE: Proposal for Cultural Resources Desktop Review
Marina Bay Drive Improvements
League City, Galveston County, Texas 77573
Terracon Proposal No. P92257085

Dear Mr. Kerkhoff,
Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Terracon Consultants, Inc. (client) to provide cultural resources services for the above-referenced project. The requested scopes of service include:

- Task 1 – Desktop Cultural Resources Assessment

1.0 PROJECT INFORMATION

Terracon understands the project site consists of approximately 0.17 miles of easement improvements along Marina Bay Drive in League City, Galveston County, Texas. The intended purpose of environmental services is for the development of a water pipeline along the right-of-way easement. As the proposed project consists of a pipeline in a public right-of-way owned by League City, a political subdivision of the state of Texas, the Antiquities Code of Texas (Code) and consultation with the Texas Historical Commission (THC) is required to assess the potential for the project to affect cultural resources. If this information is inaccurate, Terracon requests the Client provide corrections as soon as possible, as this may impact the scope and budget contained herein. Additionally, if the project requires federal permitting (i.e., U.S. Army Corps of Engineers [USACE] Waters of the United States [WOTUS]) or funding, compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (36 Code of Federal Regulations Part 800) will be necessary.



Figure 1. Proposed project area.

2.0 SCOPE OF WORK

Task 1: Cultural Resources Desktop Review

Task 1 consists of a desktop-level review of available resources that contain information about the presence or probable presence of cultural resources within a one-kilometer radius (0.6-miles) of the project area to assist the Client in evaluating and complying with applicable cultural resource protections.

The desktop review will include: 1) a project description and definition of the project area; 2) a review of geologic and soil data and Texas Department of Transportation (TxDOT) Potential Archeological Liability Map (PALM) as they relate to the occurrence and the depositional context of potential prehistoric archeological sites; 3) a review of the Texas Archeological Sites Atlas as it relates to previous investigations, National Register of Historic Places (NRHP)-listed properties and districts, State Antiquities Landmarks (SALs), Recorded Texas Historic Landmarks, Official Texas Historical Markers, historic trails, recorded archeological sites, and cemeteries; 4) a review of historical aerial images, topographic maps, and the TxDOT Historic Resources Aggregator in regard to the probability of encountering historic-age structures; 5) the Texas Freedom Colonies Atlas as it relates to the locations of historical settlements, schools and cemeteries; and 6) Terracon's professional opinion about the need for additional work, if warranted.

Terracon will prepare a letter report that includes the results of the cultural resources desktop review for the project area with appropriate illustrations and tabulated data summaries. Upon review and acceptance of the assessment by the Client, Terracon will coordinate with the THC and/or other regulatory agencies as applicable to determine whether the project has the potential to impact significant cultural resources. By law, the THC, which serves as the State Historic Preservation Office (SHPO), and federal agencies (if applicable) have 30 days to review and comment.

If additional cultural resources services (survey, deed research, etc.) are required to achieve compliance, this work will be handled under a separate scope of work negotiated at that time.

4.0 SCHEDULE

Task 1 will be initiated within 15 business days upon receipt of authorization and a written notice to proceed (NTP). Upon completion of the desktop review, a copy will be sent to the Client for review. After receipt of the Client's comments, Terracon will submit the desktop to the THC, who will review the deliverable and issue their opinion regarding concurrence with Terracon's recommendations. **The THC can take up to 30 days to complete their review of submitted deliverables. Additional time may be required by other reviewing agencies.**

5.0 RELIANCE

The reports will be prepared for the exclusive use and reliance of the Client. Reliance by any other party is prohibited without the written authorization of the Client and Terracon. If the Client is aware of additional parties that will require reliance on the reports, the names, addresses, and relationship of these parties should be provided for Terracon's approval prior to the time of authorization to proceed. Terracon may grant reliance on the reports to those approved parties upon receipt of fully executed Reliance Agreements (available upon request) and receipt of information requested in the Reliance Agreements. If, in the future, the client and Terracon consent to reliance on the reports by a third party, Terracon may grant reliance upon receipt of fully executed Reliance Agreements, requested information and receipt of an additional minimum fee of \$500.00 per relying party.

Reliance on the reports by the Client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreements, and reports. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

6.0 SCOPE AND REPORT LIMITATIONS

The services described above will be performed in accordance with current, generally accepted professional practices in the local area. No warranties, express or implied, are intended or made. The stated and inherent limitations of the Scope of Services proposed herein must be considered when the user formulates opinions as to potential regulatory requirements associated with development of the site.

The Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including the Client's contractors, subcontractors, or other parties present at the site. In addition, Terracon Consultants retains the right to stop work without penalty at any time Terracon Consultants believes it is in the best interests of Terracon Consultants' employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Terracon Consultants related to Terracon Consultants' pre-task planning and risk assessment processes.

The schedule provided in this proposal may be subject to change due to inclement weather, changes to the scope, or other factors. All landowner access permissions will be obtained by the Client. Terracon will be provided keys or combinations to locked gates that require access.

No special analyses (e.g., macrobotanical, geoarcheological, elemental, etc.), deep testing (i.e., trenching), or archival research will be performed under this scope of work.

7.0 COMPENSATION

The scope of services outlined in this proposal will be performed on a Lump Sum basis and will be billed on a percentage complete basis on a 30-day cycle. The stated fees are valid only for ninety (90) days after the date of this proposal. The fee estimate is based on the assumptions and conditions provided at the time of this proposal. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a time and materials basis for an additional fee based on a not-to-exceed budget.

Task	Fee
Task 1 – Cultural Resources Desktop Review	\$2,500

8.0 AUTHORIZATION


These services may be authorized by acceptance of this proposal and execution of the attached Agreement for Services between the Client and Terracon.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.



Michael Hogan, M.A., RPA
Principal Investigator



Catherine L. Jalbert, Ph.D.
Authorized Project Reviewer

AGREEMENT FOR SERVICES


This **AGREEMENT** is between Birkhoff Hendricks & Carter LLP ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Marina Bay Drive Improvements project ("Project"), as described in Consultant's Proposal dated 01/28/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **2/10/2025**

Name/Title: **Catherine L. Jalbert, Ph.D. / Archeology Group Manager**

Address: **11555 Clay Rd, Ste 100
Houston, TX 77043-1239**

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Catherine.Jalbert@terracon.com**

Client: **Birkhoff Hendricks & Carter LLP**

By: _____ Date: _____

Name/Title: **Craig Kerkhoff / PE, CFM**

Address: **11910 Greenville Ave Ste 600
Dallas, TX 75243-9365**

Phone: **(214) 361-7900** Fax: _____

Email: **CKerkhoff@BHCLLP.COM**

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~~
 - 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)
- 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