



**PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC.
FOR THE LOBIT PARK REDEVELOPMENT PROJECT (PK2206)**

(edited 4-29-2024)

This AGREEMENT (“Agreement”) is entered by and between **Halff Associates, Inc** (the “Professional”), located at **14800 St. Mary’s Lane, Suite 160, Houston TX 77079** 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 **phase 2 design, bid and construction phase services related to the Lobit Park Redevelopment Project (PK2206)**. 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 17, 2025** and shall expire on **January 30, 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 **\$506,960** 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 claim; 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 agrees that Professional shall perform its services and conduct all operations in conformity with 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 INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND REASONABLE COSTS, ARISING OUT OF, CONNECTED WITH, OR**

RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR 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)*

HALFF ASSOCIATES, INC - "Professional"

CASEY COLLINS

Casey Collins, Landscape Architecture Team Leader

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 (23 pages, including this page)**

See Next 22 Pages...



EXHIBIT A

November 22, 2024
Revised December 16, 2024
Revision 2 December 17, 2024
Revision 3 January 13, 2025
AVO P54892.003

Mr. Chien Wei
Director
Parks & Cultural Services
City of League City

Re: Proposal for Design Services for Elva Lobit Park, Phase 2
City of League City, Texas

Dear Mr. Wei:

Halff Associates is pleased to present this proposal for the design services for Elva Lobit Park, Phase 2 located in the city of League City, TX. For over 70 years, Halff Associates has been committed to providing outstanding design service and professionalism. We appreciate the opportunity to be part of your team and look forward to working with you on this project.

This park will greatly improve the quality of life and recreation and will become an asset to the entire community. We have provided a proposed scope of services (see Attachment 'A') and fee schedule (see Attachment 'B'). The fees identified shall be considered lump sum unless otherwise noted as hourly services. These fees will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees.

Direct costs including but not limited to plan review fees, permit fees, plat fees, tax certificates, utility connection fees, impact fees, printing and reproduction, postage, messenger service, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

Our proposed scope of services and fee proposal is based on our previous discussions with City staff, as well as the agreed upon Phase 2 site plan (attached Exhibit A – Attachment D), and our understanding of the City's requirements for the park site. The fees do not include scope revisions or additions once the project design is under way. Additional work requested by the owner will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial.

Respectfully,

A handwritten signature in black ink that reads "CASEY COLLINS".

Casey Collins, PLA, Landscape Architecture
Team Leader

EXHIBIT A - Attachment A
Elva Lobit Park Phase 2 Scope of Services

The following is a proposal to prepare construction documents for the approximate 27-acre park. This proposal includes Phase 2 improvements consisting of the following:

- Proposed detention pond on the south side of the site (estimated +/- 3 Ac)
 - Assumed to be a wet bottom, gravity flow detention pond
- Proposed surface parking (approximately 69 spaces)
- Proposed multi-purpose sports field (will be lighted with natural turf)
 - 1 International field (approx. 105k SF) OR 2 U-12 Fields (approx. 45k SF each)
- Proposed U-12 multi-purpose sports field (will be lighted with natural turf)
- Proposed 8' concrete trail located adjacent to multi-purpose field and detention pond
- Proposed 38'x38' National Fitness Campaign (NFC) fitness court or adaptive fitness court (slab only, equipment to be provided by others)
- Proposed prefabricated 20'-25' gazebo located on existing island in the northern detention pond
 - Halff will coordinate with the City on preferred gazebo manufacturers which will meet the City's building, development and permitting requirements.
- Proposed prefabricated canopy over existing post tension basketball court slab
 - Halff will coordinate with the City on preferred canopy manufacturers which will meet the City's building, development and permitting requirements.
- Proposed prefabricated restroom to accommodate two stalls minimum
 - Halff will coordinate with the City on preferred building manufacturers which will meet the City's building, development and permitting requirements.
- Proposed 14'x20' prefabricated maintenance shed (similar to shed located at Hometown Heros Park)
 - Halff will coordinate with the City on preferred maintenance shed manufacturers which will meet the City's building, development and permitting requirements.
- Site lighting for parking
- Septic system evaluation and potential expansion

Halff Associates' team of landscape architects and engineers will utilize the City's approved Phase 2 programming as a basis to develop plans and specifications for Phase 2 improvements to the park. The park's Phase 2 final plans and specifications will be delivered in a permitted and ready for bid state to City of League City.

The scope of services is as follows:

INFORMATION TO BE SUPPLIED BY CITY OF LEAGUE CITY

The following items will be supplied by the City to the Planning and Design Team, if available:

1. Existing Utility Information – The City will provide available record plans, construction plans, or information describing the horizontal location, depths, invert elevations, and types of pipe or conduit in place, for all existing public utilities located within the limits of planning and



design for the Project, or that may affect the design of the Project, including but not limited to facilities of water, sanitary sewer, storm drainage, and franchise utilities.

2. Programming – The City will provide the latest desired programming available for use in evaluating the facility function and operation to create a base file for construction documents.
3. Other Pertinent Data – The City will supply other available reports or data that describes or depicts existing or proposed improvements that may affect the project, including standard details, specifications and front-end documents necessary for the bidding and construction of the project.

Scope of Services

The Scope of Services is divided into two sections, the Basic Services and Special Services components, which are necessary for the design, bid, and construction phase effort for Phase 2 improvements.

PARK DESIGN – BASIC SERVICES

1. Construction Document Preparation and Permitting

- a. Halff will meet monthly with the City and design team during the design phase of the project to obtain information necessary to complete the design of the project. It is estimated the design phase will be approximately eight (8) months.
- b. Prepare construction documents and specifications for Phase 2 to allow bidding and construction of site improvements as determined by the budget and City approved site plan. Provide specific facility plans to construct new improvements within the Park as follows:
 - 1) Provide overall site layout plans with key site plan information.
 - 2) Provide demolition plan for the demolition of the existing on-site improvements as needed to allow for the proposed improvements, including removal of existing known utilities, fencing, landscaping, and pavement/gravel to facilitate construction of proposed improvements. The demolition plan will include civil-related infrastructure and franchise utilities based on best available information.
 - 3) Halff will prepare tree protection plans identifying the location, size, species of existing trees located within the limit of work. The plans will identify existing trees to be preserved along with tree protection fencing in accordance with City standards. Removed trees will be identified along with any required tree mitigation as required by City standards. A tree inventory chart will accompany the plans that lists the existing trees by size, species and condition.
 - 4) Provide layout plans, details and specifications necessary for the construction of the proposed parking lot expansion and flatwork in the paved pedestrian areas. This plan will include dimensional control of pavement curb lines, sidewalks, trails, and proposed building corners. Vehicular paving details will be based on the pavement section recommendations of the Geotechnical Engineer. This task excludes detailed paving joint layout in the parking and access drive areas.

Minimum spacing requirements will be provided. Detailed joint layout for all flatwork in the paved pedestrian areas will be provided.

- 5) Prepare a striping and signing plan for the proposed Phase 2 improvements. This plan will include, but not be limited to, the layout of parking and traffic control markings, accessible and directional signage, fire lane and associated details. Signing and striping modifications of existing parking and site and/or information signage are not included in this task.
- 6) Provide an overall grading plan for the project site with minimum one (1) foot contours and detailed spot grades necessary for construction. Sufficient elevations will be provided to meet ADA requirements.
- 7) Prepare an onsite detention pond plan. Layout site detention facility that meet the requirements of the City of League City and identify any impacts to the proposed park site plan. Detention will be provided at the rate determined by the drainage analysis (see Item 5 – Hydrology and Hydraulics below). It is assumed that the proposed detention pond will be a wet bottom, traditional gravity-drained detention facility that will outfall to the existing ditch along the western property line. The plan will include all detention rate and volume calculations, outfall structure design, typical section and details required for construction.
- 8) Prepare a mitigation plan for fill placed within the effective 100-yr and 500-yr floodplain. Mitigation volume is required in addition to detention volume.
- 9) Provide site storm sewer plans with information necessary for construction of the proposed park drainage improvements. An overall drainage area map will be prepared. The drainage area map will delineate drainage areas and storm sewer runoff data for this site and for adjacent properties that may affect drainage of this site. On-site drainage will be tied into the proposed detention pond on the south side of the park site.
- 10) Prepare a water and sanitary sewer plan. Water and sanitary sewer service locations, size and depth will be coordinated with the prefabricated restroom building manufacturer. The layout of the utilities will be to a point five (5) outside the building line. The prefabricated building manufacturer will pick up the utilities five (5) feet outside the building and run them into the building. Water service will be extended from the 8-inch water line constructed with Phase 1. Sanitary sewer service will be provided by the existing or replaced septic system.
- 11) Evaluation and expansion or replacement of the existing septic system. Halff will engage with a septic system subconsultant to prepare an evaluation of the existing and design an expansion or replacement system to serve the existing and proposed Phase 2 improvements. The subconsultant will work with Halff and the City to establish design criteria for the proposed facility expansion or replacement, evaluate the needs of an expanded spray area and will develop necessary design drawings meeting the City building code and permitting requirements.
- 12) Provide Storm Water Pollution Prevention Plan (SWPPP) in conjunction with proposed improvements. This task is for the preparation of the SWPPP report, design drawings and associated details, and required applications and forms. Halff will prepare the Notice of Intent (NOI) and Notice of Termination (NOT). All documentation will be provided to the City for execution. The full SWPPP report will be provided to the selected contractor for submittal to the TCEQ for approval and to maintain onsite during the course of construction. It will be the

responsibility of the Contractor to maintain all required storm water pollution prevention measures and keep records of all required documentation such as inspection reports, maintenance records, etc.

- 13) Provide layout plans, details, and specifications necessary for the proposed Phase 2 improvements:
 - a. Proposed detention pond (estimated +/- 3 Ac)
 - b. Proposed surface parking (approximately 69 spaces)
 - c. Proposed multi-purpose sports field (will be lighted with natural turf)
 - 1) 1 Int. Field (approx. 105k SF) OR 2 U-12 Fields (approx. 45k SF each)
 - d. Proposed U-12 (approx. 45k SF) multi-purpose sports field (will be lighted with natural turf)
 - e. Proposed 8' concrete trail located adjacent to multi-purpose field and detention pond
 - f. Proposed 38'x38' National Fitness Campaign (NFC) fitness court or adaptive fitness court (slab only, equipment to be provided by others)
 - g. Proposed prefabricated 20'-25' gazebo located at existing island in the northern detention pond
 - h. Proposed prefabricated canopy over existing post tension basketball court slab
 - i. Proposed prefabricated restroom to accommodate two stalls minimum
 - j. Proposed 14'x20' maintenance shed (similar to shed located at Hometown Heros Park)
 - k. Site lighting for parking
- 14) Provide structural plans, details, and specifications necessary for construction of Phase 2 structural improvements include:
 - a. Foundation design and details for prefabricated restroom building, fence posts and light fixtures.
 - i. Coordination with manufacturers as required
 - ii. Foundation load requirements to be provided by the manufacturers
 - iii. Site specific foundation design parameters provided by geotechnical engineer
 - b. Light pole foundation for site security and sport lighting
 - i. Coordinate with manufacturer as required
 - c. Foundation design for NFC Equipment Pad, prefabricated basketball canopy, prefabricated maintenance shed and prefabricated gazebo.
 - i. Coordination with manufacturer as required
 - ii. Foundation load requirements to be provided by the manufacturer
 - iii. Site specific foundation design parameters provided by geotechnical engineer
 - d. Foundation design for new basketball court slab, if required.
- 15) Provide site electrical plans with information necessary for construction of the proposed park electrical improvements as follows:
 - a. Provisions for new site security lighting within the parking lot and drive areas
 - b. Provisions for sports field lighting at the multi-purpose fields
 - c. Provisions NFC or adaptive fitness court lighting

- d. Provisions for electrical service and lighting at the prefabricated restroom building
 - e. Provisions for electrical lighting and/or GFCI receptacles located at the prefabricated gazebo, prefabricated basketball canopy and prefabricated maintenance shed
 - f. Provisions for electrical service for the septic system expansion or replacement.
 - g. Coordinate with local power company and provide load analysis for the projects power needs.
- c. Halff will attend one (1) meeting with City Parks Board to review the construction documents prior to permit submittal.
- d. Plan review and Permitting
- 1) Submit plans prepared under Section 1 for City staff review and comment at 30%, 60%, 90% and 100% levels of plan completion. 90% and 100% submittals will include plans for the prefabricated restroom building, maintenance shed, canopy and gazebo for the City's review. Plan review packages will be submitted to League City Development and Building Permit Departments as well as the Engineering and Project Management Offices.
 - i. Attend one (1) meeting with City permit plan reviewers at each interim stage of construction document completion prior to 100% to discuss comments and plan changes related to development of the project, and to document staff comments for use during preparation of subsequent plans. Halff will work to coordinate this meeting with a regularly scheduled project meeting if at all possible.
 - ii. Provide an opinion of probable cost for site improvements at each interim stage of construction document completion.
- 2) Provide project manual including specifications, SWPPP, construction documents, opinion of probable construction cost and bidder instructions in City standard format at the 90% completion stage. City of League City specifications, standard notes and details will be utilized.
- 3) Submit 100% signed plans, project manual and opinion of probable construction cost prepared under Section 1 to the City for final permit approval. Approved plans and project manual will be submitted to City staff for use during the bidding/construction phases of the project.
- 4) Submit 100% plans to the Texas Department of Licensing and Regulation (TDLR), or an approved accessibility plan reviewer, for accessibility compliance review.
- 5) Construction documents will meet all project-pertinent local, state and federal codes and ordinances.

2. Bidding

- a. Provide assistance to City staff in the preparation of bid packets consisting of project manual including contract documents, approved plans, specifications, SWPPP, geotechnical report, line-item identification and bid form, and utilizing front-end documents preferred by the City.
- b. City will advertise the project and Halff will upload all bid documents to CivCast. Halff will monitor CivCast for contractor questions.

- c. Attend a pre-bid meeting with City staff.
- d. Answer technical questions from contractors and issue addendums as needed for bidder clarifications.
- e. Halff will review, tabulate, and check all bids and verify bidder references.
- f. Prepare selected bidder evaluations based on bid cost submissions and other criteria identified on the spreadsheet results. Prepare a letter of Contractor recommendation for City use. The Design team will not evaluate Contractor financial statements, or the validity of bonds supplied by the Contractor as a part of the bidding process.
- g. Print, bind, and deliver, to the City, three (3) sets of conformed contracts/specifications. City will coordinate with selected contractor to secure bonds and signatures from the contractor for final execution of the agreement.

3. Construction Administration

- a. Participate in a Pre-Construction Conference prior to commencement of Work at the Project Site.
- b. Provide five (5) sets of half size conformed plans and project manual for use by City and Contractor. Additionally, provide one (1) set of full-size plans (22'x34') to City Engineering Department.
- c. Provide assistance during the construction phase by reviewing and tracking contractor shop drawings when appropriate, responded to Contractor's Request for Information (RFI) and by visiting the project site at appropriate intervals to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the Halff Associates, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- d. We anticipate that a representative for the Design Team will visit the Project once a month, during the construction phase of the Project. The construction phase is estimated to take a total time of ten (10) months.
- e. Site visit time will include preparation and issuance of meeting minutes that document observations and discussions that occurred during the site visit.
- f. Review, tract and make recommendations related to change orders.
- g. Conduct one (1) walk-thru of the project for substantial completion; issue punch list for incomplete items including for completion.
- h. Conduct one (1) final review walk-thru of the project for acceptance of project.
- i. Provide digital copies of record drawings. The Contractor is responsible for keeping field markups of all changes made in the field. The record drawings will be based on field markups provided by the Contractor.

PARK DESIGN – SPECIAL SERVICES

4. Geotechnical Engineering

- a. Provide phase 2 design input for needed geotechnical engineering services to determine soil conditions at the project site and to develop information concerning

foundation designs and construction recommendations for improvements included in the Project. Receive and review the geotechnical engineering report for phase 2 design recommendations of building foundations (prefabricated restroom building, canopy, gazebo and maintenance building), paving for proposed parking lot, wet detention pond, flatwork, and other structural project needs. Refer to Exhibit A - Attachment E for detailed geotechnical scope of services.

5. Hydrology and Hydraulics

a. Project Coordination

- 1) Before commencing the drainage study, Halff will meet with the City to discuss the analysis approach, analysis methodology, and submittal requirements for the drainage study. Three (3) coordination meetings are assumed, including a project kickoff and subsequent drainage coordination meetings to discuss the modeling results and present Halff's findings prior the submittal of the final drainage report. Internal management effort is also included that involves coordination with the Halff landscape architecture and site civil teams.

b. Data Collection

- 1) Gather and review key information relevant to the project, which may include record drawings, hydrologic and hydraulic models or studies, and GIS data.
- 2) One site visit is included to document current drainage patterns and existing drainage infrastructure and features. The site visit will be documented in a Field Observation Report that will be submitted with the final report.

c. Hydrology and Hydraulic Analysis

1) Existing Conditions Analysis

- i. Evaluate existing drainage patterns and develop existing drainage area maps, peak discharges, and volumes using an approved methodology in accordance with HCFCD and City drainage criteria and guidance manuals. Specific tasks include the following:
 - Delineate existing conditions drainage areas, identify outfall locations, and prepare an existing drainage area map.
 - Develop hydrologic parameters as needed to estimate existing peak discharges and volumes for three (3) Atlas 14 storm events (2-yr, 10-yr, and 100-yr). Develop existing hydrographs using an approved methodology.
 - Determine the maximum allowable peak discharge rates for the three storm events evaluated to be used for the detention analysis.
 - Using the LJA Gum Bayou model as a starting point, develop an updated existing conditions model of the receiving channel to be used for the impact analysis.
 - Perform internal QA/QC of the existing conditions analysis. Address any comments and develop a final existing conditions model package.

2) Proposed Conditions Analysis

- i. Perform an evaluation of proposed conditions drainage, including the proposed drainage system for the planned park improvements for the ultimate park buildout scenario. Develop a dynamic hydraulic model based on proposed conditions hydrology to determine proposed peak flow rates and

water surface elevations necessary to demonstrate no adverse impact. Specific tasks include the following:

- Delineate proposed drainage areas based on the available site plan.
- Calculate proposed peak discharges and volumes using the same methodology used for the existing conditions analysis for the same three storm events.
- Develop a simplified hydraulic model for the proposed site drainage system and run the model for the same three storm events.
- Develop proposed conditions models of receiving channels that incorporate proposed site drainage infrastructure to be used for the impact analysis.
- Perform internal QA/QC of the proposed conditions analysis. Address any comments and develop a final proposed conditions model package.

3) Mitigation Evaluation

- i. Compare the modeling results between the existing and proposed conditions analysis to determine if sufficient detention volume is provided to ensure no adverse impact to adjacent properties and the receiving channels. Specific tasks include the following:

- Compare peak discharges and water surface elevations to identify if any adverse impacts occur due to the proposed development. Adjust the proposed drainage system as needed and update the proposed modeling to determine the required mitigation needed per applicable drainage criteria.
- Determine needed floodplain mitigation volume due to anticipated fill placement inside of the floodplain from the proposed site plan.
- Perform internal QA/QC of the mitigation evaluation. Address any comments and develop final recommendations for mitigation and overall site drainage strategy.

d. Drainage Documentation

- 1) Prepare a drainage report that documents the assumptions, analysis methodology, and conclusions of the study according to HCFCD guidelines. The technical memorandum will include narrative with tables/figures as well as supporting documentation such as exhibits and appendices.
- 2) Perform internal QA/QC and then submit the draft report for review and comment. Address all City comments and prepare a final drainage report.
- 3) The final signed and sealed drainage report will be submitted to the City of League City for review and approval.

e. Assumptions

- 1) The drainage analysis will be based on the most current LiDAR dataset and supplemented with survey data where available.
- 2) The drainage analysis will be based on the most current Harris County Flood Control District (HCFCD) and City of League City (City) drainage criteria and guidance manuals.
- 3) Since the project area lies within a regulatory floodplain, an evaluation of floodplain fill mitigation is included in this scope of work.



- 4) The drainage analysis will be based on Atlas 14 rainfall. The specific storm events to be analyzed include the 2-year, 10-year, and 100-year events, but these will be confirmed during an initial coordination meeting.
- 5) No adverse impact must be demonstrated for all proposed improvements.
- 6) Halff intends to request the best available models from the City, which includes the Gum Bayou modeling performed by LJA for the Bay Ridge subdivision. Some effort is accounted for to update these models, but the assumption is that entirely new existing conditions hydrologic and hydraulic models will not be developed.
- 7) This drainage analysis scope of work may be amended, if necessary, depending on initial coordination discussions with the City.

OTHER ADDITIONAL SERVICES

Additional Services, not included in the Scope of Services unless noted above, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Items that are considered additional services include:

- a. Design of water features, fountains, etc.
- b. Park signage including but not limited to wayfinding, trail, and monument signage is excluded. Required vehicular traffic signage is included in the scope of services listed above.
- c. Improvements other than those listed in the scope of work.
- d. Meetings or presentations not specified herein.
- e. Revisions to the design after preparation of the construction documents has begun other than City provided milestone comments from regulatory agencies including League City Development, Building Permit, and the Fire Marshall's Office.
- f. Revisions to plans requested by the City after the phase 2 park construction plans are approved.
- g. Permit fees, filing fees, pro-rated fees, impact fees and taxes.
- h. Preparation of easement or right-of-way documents.
- i. Design of off-site water, sanitary sewer, or storm sewer.
- j. Design of gas, telephone, or other dry/franchise utility improvements except as noted.
- k. Design of sanitary sewer or storm sewer lift stations.
- l. Printing of drawings, specifications and contract documents for bidding, construction, or distribution purposes except as noted herein.
- m. Full-time construction inspection (*by City inspector*) and/or preparation of field as-built drawings (*by Contractor*).
- n. Construction observation of work (except as noted in scope under special services).
- o. Certification that the work is built in accordance with plans and specifications (*by City inspector*).
- p. Graphic products except as noted in herein.
- q. Variance request applications.



- r. Preparing to serve or serving as a consultant or witness for the CITY in any litigation or other legal proceeding involving the project.
- s. Building Architectural services.
- t. LEED Commissioning/Certification
- u. Traffic Control Plans (TCP), except as specifically noted.
- v. Tree identification or tree survey, except as specifically noted.
- w. Land title research generally performed by the title company.
- x. Quality control and material testing services during construction
- y. Environmental impact statements and assessments or wetlands identification or analysis
- z. Construction staking
- aa. Analysis of storm events other than those specifically identified in this proposal.
- bb. Review of Engineers certificates. Halff shall not be required to execute any documents after the signing of this Agreement that in any way might, in the sole judgment of Halff, increase the risk or the availability or cost of Halff's professional or general liability insurance.
- cc. Halff will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Construction Documents.

MISCELLANEOUS EXPENSES AND ADDITIONAL SERVICES

1. Miscellaneous reimbursable project expenses

- a. Direct costs, including printing, reproduction, photography, postage, messenger service, shipping and overnight delivery, long distance phone calls, local travel, and printing of plans and graphics will be billed at the direct cost incurred plus 10%, and are included in the estimated fees for expenses stated below.

2. As-needed additional engineering services budget

- a. A budget not-to-exceed \$15,000 is set for any additional engineering services which the City may deem necessary beyond the current scope of work. Scope and fee for such services will be negotiated within the above budget and authorized separately prior to proceeding with the work.



EXHIBIT A - Attachment B
Elva Lobit Park Phase 2 Fee Schedule

FEE SUMMARY

Park Design – Basic Services			
1.	Construction Document Preparation Civil Engineering Septic System Evaluation & Design Electrical & Plumbing Engineering Structural Engineering Landscape Architecture Permitting	\$350,080	*
2.	Bidding	\$12,550	
3.	Construction Administration	\$61,870	
			\$424,500
Park Design – Special Services			
4.	Geotechnical Engineering (Sub Plus 10%)	\$8,250	*
5.	Hydrology and Hydraulics	\$56,210	*
			\$64,460
Miscellaneous Project Expenses and Additional Services Fees			
6.	Miscellaneous Reimbursable Project Expenses		\$3,000
7.	As-Needed Additional Engineering Services Budget		\$15,000
PROJECT TOTAL			\$506,960

* Time-critical tasks totaling \$415,640 will be completed in 210 days, excluding City and other agency’s reviews and approvals.



EXHIBIT A - Attachment C
Elva Lobit Park Phase 2 Schedule

PROJECT SCHEDULE

Geotechnical Investigation	60 days from Notice to Proceed
Hydrology & Hydraulics	75 days from Notice to Proceed
Submit 30% Plans	60 days from Notice to Proceed
Submit 60% Plans	60 days from receipt of 30% comments from City and approval of drainage report
Submit 90% Plans	45 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 300 days from Contractor's Notice to Proceed

*Schedule calendar days excludes City review time/days.



**EXHIBIT A - Attachment D
Phase 2 Site Plan**

PHASE 2 IMPROVEMENTS

ETC PARK SURVEY

LEGEND

- (A) Basketball Court Canopy
- (B) NFC Fitness Court or Adaptive Fitness Court
- (C) Multi-Purpose Sports Field
 - 1 Int. Field (~105,000 SF)
 - 2 U-12 Fields (~45,000 SF)
- (C₂) Multi-Purpose Sports Field
 - 1 U-12 Fields (~45,000 SF)
- (D) Expanded Parking Lot (+/- 69 Spaces)
- (E) Detention Pond (+/- 3 AC.)
- (F) Proposed Restroom
- (G) Gazebo
- (H) Maintenance Shed
- (I) Walking Trail
- Phase 2 Improvements
- Property Line

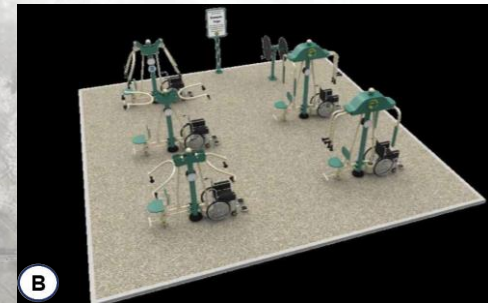




EXHIBIT A - Attachment E
Geotechnical Subconsultant Proposal



January 10, 2025

Halff Associates, Inc.
14800 St. Mary's Lane, Suite 160
Houston, Texas 77079

Attn: Ms. Kristin LeBlanc
P: 713-588-2547
E: kleblanc@halff.com

Re: Proposal for Geotechnical Engineering Services
Proposed Elva Lobit Park Renovation – Phase 2
1901 FM 646 E. – League City, Texas
QCL Proposal No.: 41120A.Revision2

Dear Ms. LeBlanc:

QC Laboratories, Inc. (QCL) is pleased to submit this proposal to provide Geotechnical Engineering Services for the project referenced above. This proposal has been prepared based on information provided in your request for proposal on November 20 and December 10, 2024, and January 8, 2025.

Project Description

We understand Phase 2 renovations at the existing Elva Lobit Park located at 1901 FM 646 E., League City, Texas is being planned. The general layout of the proposed Phase 2 improvements to the existing park are shown on Figure 1 enclosed.

Based on information provided, the proposed Phase 2 renovations/improvements at the park will consist of the following:

- Expansion of the existing southern detention pond to its east and west, a wet bottom pond.
- Proposed 20 to 25 feet diameter gazebo.
- Prefabricated restroom building.
- Prefabricated 14' x 20' maintenance shed.
- Proposed 6 to 8 feet wide concrete walking trail.

- Expanded vehicular parking lot.
- Proposed basketball court canopy.

Scope of Services

A brief summary of the services to be provided by QCL is presented in the following paragraphs.

Field Investigation: A Phase 1 geotechnical investigation involving seven (7) borings (B-1 to B-7) were conducted for the Phase 1 Renovation at this park, and was reported in QCL Report No. 24G20642.

The Phase 2 field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth in the Phase 2 improvement areas, in accordance with ASTM guidelines and procedures.

For this Phase 2 project, we plan to drill and sample a total of seven (7) soil borings (B-8 through B-14) to depths ranging from 10 to 20 feet below the existing grade in the area of the proposed Phase 2 improvement area. Some of the borings drilled in QCL Project No. 24G20642 will be utilized in the Phase 2 geotechnical study.

The approximate locations of the proposed Phase 2 borings (along with those of Phase 1 investigation), are shown on Figure 1 enclosed. Outlined below are the locations, boring numbers, and depths of the seven (7) Phase 2 soil borings planned for this project.

Proposed Structure	Boring Bo.	Depth, ft
Proposed Southern Wet Bottom Detention Pond Expansion (To Its East and West)	B-8 to B-10	20
Proposed Prefabricated Maintenance Shed and Proposed NFC Fitness Court or Adaptive Fitness Court	B-11	15
Proposed Prefabricated Restroom	B-12	15
Proposed Expanded Parking Lot	B-13	10
Multi-Purpose Sport Fields	B-14	10
Total	7	110



Three (3) of the borings are located within the existing pavements area. Pavement coring will be conducted prior to the soil boring to investigate the existing pavement materials, as well as to facilitate the soil boring.

Drilling will be performed using a truck-mounted drilling equipment. Soils will be sampled continuously from the ground surface to a depth of 12 feet below the existing grade, at 13 feet and at 5 feet intervals thereafter. Soil samples will be evaluated in the field using a pocket penetrometer and/or SPT blow counts, depending on the soil type. The depth of groundwater will be observed during drilling and at completion of drilling. At the completion of our field program, the boreholes will be backfilled with grout.

QCL will notify Texas811, a utility location service, to locate the primary utilities. This utility location service will only locate utilities within dedicated public utility easements. If underground utilities are known to exist in the vicinity of the borings, QCL should be provided the opportunity to review utility plans to avoid the existing lines.

Laboratory Testing: The engineering properties of selected soil samples will be evaluated by our A2LA accredited laboratory. Laboratory tests may include, but not limited to, moisture content, unit weight, unconfined compression, Atterberg Limits, sieve analysis, and percent passing the No. 200 sieve.

Engineering Analysis and Report: The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the investigation will be presented in an engineering report prepared under the supervision of a Texas Professional Engineer. The report will address the following:

- Logs of Borings, Plan of Borings, water observations, and laboratory test results.
- Discussion of soil types and properties, as well as groundwater conditions as found at the boring locations.
- Foundation design and construction recommendations for the proposed restroom and maintenance shed.
- Design and construction recommendations for the proposed expansion to the existing southern detention pond, including allowable earth slope inclinations,



need for a clay liner to protect the slope soils from erosion and to enhance the water-retention capability of the detention pond.

- Pavement design and construction guidelines for proposed expansion of the parking lot, including design pavement sections, and the subgrade preparation and stabilization.
- Foundation and construction recommendations for the proposed basketball court canopy structure.

Fees

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is **\$7,500**. This lump sum fee is based on the scope presented in this proposal, and drilling is conducted using a truck-mounted drill rig, and no clearing for access is needed.

Schedule

We can initiate our field operations within 3 to 5 working days following authorization to proceed, if site access and weather conditions permit and after the utility clearance is received. We anticipate that it will take about one to two days to complete our drilling activities. We anticipate completion of our services and submittal of our report about 3 weeks following completion of our field services.

In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

Acceptance

We anticipate this work will be authorized through a Halff Associates, Inc. “Professional Services Agreement”. Please provide a copy of the agreement for our review.

We appreciate this opportunity and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.



Proposal for Geotechnical Engineering Services

Proposed Elva Lobit Park Renovation – Phase 2

1901 FM 646 E. – League City, Texas

QCL Document No.: 41120A.Revision2

Page 5
January 10, 2025

Sincerely,

QC Laboratories, Inc.

(Texas Registered Engineering Firm F-3601)



Peng Sia Tang, P.E.

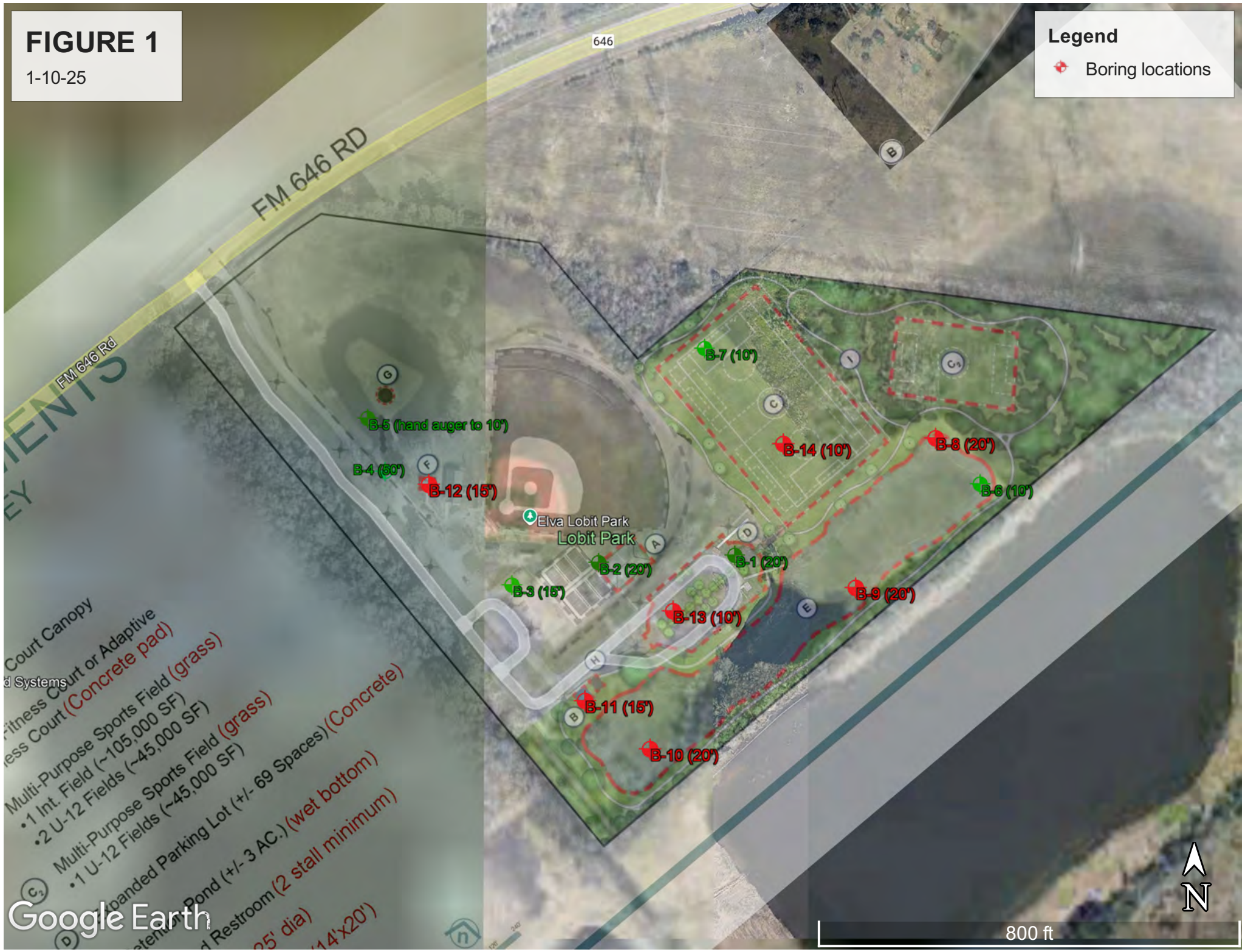
Senior Geotechnical Engineer



FIGURE 1

1-10-25

Legend
• Boring locations



Google Earth

800 ft



Exhibit B

Applicable - Please See Next Pages

(3 pages, including this page)

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)
(# of meetings is limited to those included in the scope of services. Additional meetings will be billed on a time and materials basis.)

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.~~

City will coordinate with selected contractor to secure bonds and signatures from the contractor for final execution of the agreement.

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