



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Halff Associates** (the “Professional”), located at **1201 N Bowser Road, Richardson TX 75081** 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 **master planning, phase 1 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 **April 8, 2024** and shall expire on **April 8, 2025** 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 **\$347,254** 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)*

HALFF ASSOCIATES - “Professional”

Click or tap here to enter text.

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 (27 pages, including this page)**

See Next 26 Pages...



EXHIBIT A

October 26, 2023
Revised January 25, 2024
Revised February 7, 2024
Revised February 8, 2024
Revised February 22, 2024
Revised March 19, 2024
AVO P54892.001

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

Re: Proposal for Design Services for Elva Lobit Park, Phase I
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 I located in the city of League City, TX. For over 70 years, Halff Associates has been committed to providing outstanding design service and professionalism to our City. 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 provided Aerial (attached Exhibit A), 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 Master Planning and Phase I Scope Of Services

The following is a proposal to prepare construction documents for the approximate 27-acre park, which will be split into two phases. This proposal includes Phase I improvements consisting of new water service connection, upgraded electrical service, sport and security lighting, tennis court to pickleball court conversion, baseball field improvements and pickleball court shade (add alternate).

Future Phase II site improvements may include hike/bike trails, shade canopy over existing basketball court, picnic pavilion, additional sport lighting and soccer field upgrades per the City provided programming. **Phase II site improvements are not included in this scope of work. Halff will work with the City of League City to finalize the site plan conceptualizing the trail layout and soccer field layouts prior to the start of detailed design of Phase I improvements.**

Halff Associates' team of landscape architects and engineers will utilize the City's initial site programming as a basis to develop plans and specifications for Phase I improvements to the park. The park's Phase I 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. Existing Boundary Information – The City will supply existing boundary information, such as the metes and bounds, if available, for the subject tract for use in preparing the survey.
4. 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. As discussed, the City desires to include, in this project, a previously designed 8" water line extension into the park. This line will extend from the west side of FM 646 to near the existing pavilion. The City will supply the approved previously prepared construction plans.

Scope of Services

The Scope of Services is divided into two sections, the Basic Services and Special Services components, which are necessary for the master planning of the entire park and design, bid, and construction phase effort for Phase 1 improvements. The Phase 2 design, permitting, bid and construction administration services budgetary fees will be provided upon completion of the master planning phase.

PARK DESIGN – BASIC SERVICES

1. Construction Document Preparation and Permitting

- a. Prepare construction documents and specifications for Phase I 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 flatwork in the paved pedestrian areas.
 - 5) Provide an overall grading plan for the project site with minimum one (1) foot contours and detailed spot grades necessary for construction. The proposed grading will be limited to regrading of the existing drainage swale east of the baseball field. It is assumed that no grading will be required within the field limits or elsewhere on the site for Phase I.
 - 6) Provide site storm sewer plans with information necessary for construction of the proposed park drainage improvements. It is assumed that no detention and/or floodplain mitigation is required. If it is determined, during design and/or permitting, that additional detention and/or floodplain mitigation is required, an amendment to the contract will be necessary.
 - 7) Per conversations with the City, there are existing design plans for a proposed 8” water line to serve the park. Halff will provide the following services related to the existing design plans:
 - a. Review the drawings for reference and understanding of the proposed design.
 - b. Incorporate the drawings into the permit package for review and approval by the City of League City. Please note – Halff will not be responsible for addressing any City comments on the existing plans prepared by others. It

- will be the responsibility of the City to coordinate revisions with the water line design engineer.
- c. Incorporate the drawings into the bid package. Please note – Halff will not be responsible for addressing any contractor questions on the existing plans prepared by others. It will be the responsibility of the City to coordinate responses with the water line design engineer.
- 8) Prepare a traffic control plan (TCP), as required by TxDOT, for the proposed water line connection in FM 646.
 - 9) 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 Owner 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.
 - 10) Provide layout plans, details, and specifications necessary for the proposed improvements:
 - a. Phase I
 1. Existing tennis court to pickleball court conversion (clean, resurface, markings, poles, nets, fencing and gates)
 2. Pickleball court proposed lighting
 3. Pickleball court proposed fencing
 4. Pickleball court proposed shade pavilion (add alternate)
 5. Coordinate proposed NFC fitness court (location only)
 6. Proposed security site lighting
 7. Renovation of existing baseball dugouts, screening, fencing, and gates
 8. Proposed baseball field irrigation including new controller and no booster pump
 9. Replace existing baseball field lighting with LED lighting
 10. Upgrade pedestrian bridge timber decking and rails with composite plastic, replace concrete approaches
 11. New or upgrade electrical service and distribution
 - 11) Provide structural plans, details, and specifications necessary for construction of Phase I structural improvements may include:
 - a. Foundation design and details for fence posts and light fixtures.
 - 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
 - b. Light pole foundation for site security and sport lighting
 - i. High mast field lighting foundations provided by lighting manufacturer

- c. Foundation design for chain link fencing
 - d. Steel superstructure design to replace pedestrian bridge including steel connections, composite decking and railing, and a maximum span of 55 feet
 - e. Abutment and foundation design for to replace pedestrian bridge
- 12) 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 replacing the existing sport field lighting with new high mast ballfield lighting system
 - c. Provisions for removing and replacing the existing sport court lighting at the tennis/pickle ball courts
 - d. Provisions for upgrading the existing electrical service to the park
- b. Halff will attend one (1) meeting with City Parks Board to review the construction documents prior to permit submittal.
- c. 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.
 - 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.
 - 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% 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) Separate from the construction plans and project manual submittal to the City, Halff will submit the previously approved 8" water line extension plans, prepared by others, to TxDOT to obtain a TxDOT Utility Installation Request (UIR) permit for the installation of the proposed water line within the FM 646 right-of-way. Please note – Halff will not be responsible for addressing any City comments on the existing plans prepared by others. It will be the responsibility of the City to coordinate revisions with the water line design engineer.

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 eight (8) 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.
- j. Note – Halff will not address RFI's or review submittals for the proposed 8" water line scope of services. It will be the responsibility of the City to coordinate with the water line design engineer.

PARK DESIGN – SPECIAL SERVICES

4. Phase II Master Planning

- a. The Design Team will review the overall project to study the feasibility to incorporate multi-purpose athletic fields, covered picnic pavilion, gazebo structure located at existing island and walking trails.
- b. Boundary survey, topographic survey and environmental data, prepared as part of this scope, will be overlaid onto a current aerial to aide in the master planning process.
- c. Participate in up to two (2) site planning meetings with City to review proposed site improvements and develop a site plan reflecting Phase I (as included in Task 1 of this proposal) and proposed Phase II improvements. Additional meetings can be accommodated if required, as an additional service.
- d. Halff will provide the City one (1) overall plan rendering for the proposed site plan including Phase I and Phase II improvements with a Phase II Opinion of Probable Construction Costs (OPCC).
- e. Halff will address the City's comments on the site plan and present to the City for final review and approval. Additional reviews and revisions can be accommodated if required, as an additional service.
- f. Approved site plan and OPCC will be presented to the City Parks Board (one (1) meeting) and City Council (one (1) meeting).

5. Site Investigation and Base Map Preparation (Survey)

Halff will prepare surveying services for the proposed tract as shown in Exhibit A – Attachment D – Survey Limits. The scope and fee provided assumes all survey field tasks are completed at the same time.

a. Boundary Survey

Halff Associates will perform a boundary survey of the subject tract(s), which we will utilize in preparation of surveying and engineering deliverables for the project. The survey will be performed in substantial accordance with TSPS Category 1-B, Condition II requirements. This does not include the preparation of a separate survey map suitable for title insurance purposes or for addressing Schedule B items.

- i. We will rely on a City Planning Letter (CPL), obtained by Halff, regarding the existence of recorded easements, restrictions, and other matters of record affecting the subject property.
- ii. The property corners of the subject tract will be recovered and flagged.
- iii. This proposal does not include research efforts normally performed by a title company.
- iv. Halff will address one round of City review comments or revisions on the survey. Subsequent revisions will be charged as Additional Services at our standard hourly rates.
- v. Halff will prepare one (1) metes & bounds description and accompanying parcel exhibit for the proposed parcel, based on field work, on an as-needed basis. The descriptions will be prepared in a manner acceptable for annexation, zoning, easement conveyance or other similar uses. Setting corner monuments for the

parcels is not included in this task. Large, complex figures or those requiring additional field work to support, including off-site parcels, will require a supplemental adjustment be made to the scope and fees. Individual parcel exhibits shall be in pdf format, and shall be sealed, signed, and dated by a Registered Professional Land Surveyor.

b. Topographic Survey

- i. Conduct design and topographic surveys to be used for creating base maps for construction document preparation. This information shall be derived from data collected from on-the-ground surveys of the project site as well as GIS data, if available and accurate. Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
- ii. Establish a minimum of two (2) benchmarks.
- iii. On-the-ground survey will include obtaining elevations to prepare one-foot interval contour maps on a 100' grid throughout the open spaces within the park.
- iv. Locate all visible above ground improvements and utilities, either found by our surveyors or located for us by utility companies and/or other agencies.
- v. Submit a TX811 locate request to mark underground utilities on and immediately adjacent to the proposed improvements.
- vi. Provide flow line elevations, pipe locations and pipe sizing for gravity flow manholes, inlets, access vaults, cleanouts, septic systems (if applicable). Provide spot elevations at center point of manhole covers and access vaults.
- vii. Survey right-of-way to right-of-way (ROW) along the property frontage on FM 646.
- viii. Provide water surface outline and depths where possible for the two (2) existing ponds on site.
- ix. Review City provided site infrastructure to identify existing utilities by contacting utility companies, locating service and available record maps. This does not include any subsurface utility engineering (SUE) services.
- x. The topographic survey does not include locating or identifying existing trees. A tree survey will be completed by a subconsultant. See Section 9 for tree survey scope and fee.

c. Subdivision Plat

- i. Prepare a subdivision plat for recordation in Galveston County. The plat will be prepared in conformance with the City of League City and Galveston County requirements. This task includes all field and office labor to prepare and file the plat. This task does not include the payment of taxes, application fees, recordation fees, or fees to obtain tax certificates. These items may be paid and/or purchased by Halff and presented for reimbursement, under the reimbursable expenses budget, if so approved by City. By state law, we are required to charge the 8.25% sales tax for this effort unless a Tax-Exempt Certificate is provided.
- ii. It is assumed that the entire tract will be platted with a single Minor Plat. Should the City require a Preliminary and Final Plat submittal or the creation of separate reserves and/or lots, additional scope and fee will be required.
- iii. The fee for this task assumes there are no restrictive covenants or other matters that would require the submittal of variance request or public hearing. Should it

be determined that a variance request is necessary, additional fee will be required.

- iv. This proposal includes obtaining an updated City Planning Letter (CPL) for submittal with the Subdivision Plat.
- v. Easement estates and non-exclusive easements are not included in this proposal. Once we know the effort needed to satisfy easement estates requirements, we will prepare an additional cost to perform these services. We will also need the names of the entities to be certified to in the surveyor's certificate (e.g.: owner, lien holders, etc.) before the deadline.
- vi. Significant changes, numerous re-plots and revisions, or changes to ROW or lot lines will be considered additional services.

6. Additional Services Related to the 8" Water Line

- a. Sander engineering Corporation prepared construction plans for the extension of an 8" water line from FM 646 into the existing park to serve the existing restroom building. It is understood that the construction plans have not been permitted by the City but have been permitted by TxDOT.
- b. The proposed scope and estimated fee for this task will be utilized as authorized by the City for coordination with the water line design engineer for revisions, permitting, and construction administration services.
- c. It is understood that the City will contract directly with the water line design engineer and the engineer will invoice the City directly. The engineer will not be a subconsultant to Halff.

7. Geotechnical Engineering

- a. Provide 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 design recommendations of flatwork, and structural project needs. Refer to Exhibit A - Attachment E for detailed geotechnical scope of services.

8. Tree Survey

- a. A tree survey, meeting the requirements of the City of League City and capturing trees on-site and within the FM 646 ROW in the area of the proposed water line tap, will be prepared by Tree Mann Solutions. See Exhibit A – Attachment F for the detailed proposal.

9. Environmental Services

- a. Wetland Delineation

To identify project use restrictions associated with potential waters of the United States (WOTUS), Halff will complete a wetland delineation within an approximately 27-acre area associated with Elva Lobit Park in League City, Texas. This activity will include pre-field assessment of publicly available data (e.g., National Wetlands Inventory, flood plain maps, topographic maps, historical aerial images) and completion of field surveys following the technical standards and procedures

described in the 1987 USACE Wetlands Delineation Manual and the 2010 Atlantic and Gulf Coastal Plain Region (Version 2.0) supplement. Drawing from these data, Halff will investigate the project area for the presence or absence of areas possessing the three mandatory wetland parameters (hydrophytic vegetation, hydric soils, and wetland hydrology), and delineate the boundaries of those areas. Furthermore, Halff will identify non-wetland aquatic features (i.e., rivers, streams, channels, ponds) by the presence of an ordinary high-water mark (OHWM). An OHWM is a line on a shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas. Halff will employ a Global Positioning System (GPS) unit capable of sub-meter accuracy to geographically reference all mapped features and data points.

Upon completion of the field surveys, Halff will prepare a wetland delineation report summarizing the delineation of waterbodies and wetlands within the proposed project area. The size and/or length and type of all delineated waters will be included in the wetland delineation report. The report will also include general descriptions of the project and survey area, methods employed, and vegetation communities encountered. Maps, data sheets, and photographs will be included as appendices. Furthermore, Halff will provide the probable Clean Water Act jurisdictional status of the aquatic features within the property to aid in devising potential permitting approaches for the property, if needed.

Exclusions:

Preparation or submittal of documents to support Section 404 permitting (e.g., alternatives analyses, cultural resources surveys, or assessment of impacts to threatened and endangered species) is not included in this scope. This includes. Should the permitting be required, an additional scope of work would be needed.

Assumptions:

Based on the property dimensions provided, field surveys will be completed through a one-day deployment using a two-person crew to survey the project area. Delays due to land access, coordination, or weather are not included.

b. Threatened and Endangered Species Habitat Assessment

Prior to performing field surveys, Halff will review the current lists of threatened and endangered species reported for Galveston County reported by Texas Parks and Wildlife Department (TPWD) and U.S. Fish and Wildlife Service (USFWS). This will consist of reviewing USFWS's Information for Planning and Consultation (IPaC) as well as TPWD's Texas Natural Diversity Database (TXNDD) and Rare, Threatened, and Endangered Species of Texas (RTEST). These data will serve to provide background data to guide field survey activities. Halff will conduct qualitative comparisons of the habitat requirements of the listed species with vegetation communities and landscape features observed in the survey corridor.

Upon completion of the field effort, Halff will prepare a threatened and endangered species report summarizing the listed species considered, habitat requirements of these species, an evaluation of their potential to occur in the surveyed corridor, and



an evaluation of potential effects that may result from the construction of the proposed project. Maps will be included to support the field survey findings as appendices.

If an agency requires species-specific presence/absence surveys as part of project permitting or if additional habitat surveys become necessary, Halff will submit an additional scope and cost estimate for such tasks.

c. Cultural Resources Review and Reporting

Because the project is being developed by the City of League City, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires that the Texas Historical Commission (THC) review actions that have the potential to impact archeological historic properties within the public domain. In addition, the project may require authorization by the United States Army Corps of Engineers (USACE) pursuant to Section 404 of the Clean Water Act, which is considered a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). Halff will perform desktop research and agency consultation as described below to enable the City to comply with the Antiquities Code of Texas (ACT) and Section 106 for the proposed project.

Halff will review the Texas Archeological Sites Atlas to determine whether any archeological historic properties eligible for listing on the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL) are documented within or adjacent to the project area. Background research will also include a review of local soil, geologic and other physiographic data to evaluate the potential for buried archeological deposits as it pertains to the horizontal and vertical footprint of the proposed project design. Historic topographic maps and aerial photography will be reviewed to identify any potential above-ground historic resources within and adjacent to the project area. The desktop review will provide a recommendation regarding the potential for the project to affect archeological historic properties eligible for listing in the NRHP or SAL designation.

The results of the desktop review will be summarized in a report submitted for review by THC and USACE. If the desktop review and agency consultation results in the need for additional cultural resources requirements (e.g., archeological and/or historic resources field surveys), this will be considered an additional service and scoped separately.

d. USACE Clean Water Act Permitting

Considering that the project is associated with an artificially constructed canal, developments associated with the canal will fall under Nationwide Permit (NWP) 42 (Recreational Facilities). Impacts to WOTUS measuring less than 0.5 acre associated with features adjacent to the canal would likely fall under another NWP, unless the aquatic features are tidal waterbodies or wetlands adjacent to tidal waterbodies. To process the permit application, Halff will develop a pre-construction notification (PCN) submittal to the USACE Galveston District under the appropriate NWP. The PCN will include a description of the proposed activity; its purpose; direct



and indirect adverse environmental effects (including descriptions of project-specific impacts to all WOTUS); appropriate documentation from the aquatic, biological, and cultural resources assessments. Halff will first prepare a draft PCN package that will be submitted to the client for review and then incorporate one round of edits or comments into a final version. Once the final PCN is prepared, Halff will submit the final PCN to the USACE electronically.

For the purposes of this cost estimate, Halff has assumed that the permit applicant will elect the more expeditious project permitting alternative of requesting a Preliminary Jurisdictional Determination (PJD) of delineated aquatic resources for the NWP verification. This scope and cost estimate does not include costs associated with obtaining an Approved Jurisdictional Determination (AJD) or an Individual Section 404 permit. Should these become necessary, Halff will prepare and submit an additional scope and cost estimate at that time.

The USACE requires compensatory mitigation for some types of unavoidable waterbody/wetland impacts (i.e., converting forested or scrub shrub wetlands to emergent wetlands, or permanently filling waterbodies/wetlands for an aboveground facility). If waterbody/wetland mitigation support becomes necessary, Halff will notify the client and can submit an additional cost estimate for the costs associated with any additional efforts that will be required for developing a mitigation plan.

OTHER ADDITIONAL SERVICES

Assumptions:

1. It is assumed that detention and floodplain mitigation for Phase I is not required because Phase I does not include any additional impervious cover or improvements that would impact the existing drainage course. If the scope of Phase I is revised and/or it is determined, during design and/or permitting, that detention and/or floodplain mitigation is required, an amendment to the contract will be necessary.

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. Environmental Services including but not limited to wetlands delineation, threatened, and endangered species, Phase I or II environmental site assessments, and cultural resources.
- b. Design of water features, fountains, etc.
- c. Park signage.
- d. Improvements other than those listed in the scope of work.
- e. Meetings or presentations not specified herein.
- f. Revisions to the design after the site plan has been approved and the design has begun.
- g. Revisions to plans requested by the City after the park plans are approved.
- h. Permit fees, filing fees, pro-rated fees, impact fees and taxes.
- i. Preparation of easement or right-of-way documents.



- j. Design of off-site water, sanitary sewer, or storm sewer.
- k. Design of gas, telephone, or other dry/franchise utility improvements except as noted.
- l. Design of sanitary sewer (on-site or off-site) and/or design of sanitary or storm sewer lift stations.
- m. Printing of drawings, specifications and contract documents for bidding, construction, or distribution purposes except as noted herein.
- n. Full-time construction inspection (*by City inspector*) and/or preparation of field as-built drawings (*by Contractor*).
- o. Construction observation of work (except as noted in scope under special services).
- p. Certification that the work is built in accordance with plans and specifications (*by City inspector*).
- q. Graphic products except as noted in herein.
- r. Variance request applications.
- s. Preparing to serve or serving as a consultant or witness for the CITY in any litigation or other legal proceeding involving the project.
- t. Architectural services.
- u. Design of modifications to the existing septic system. Should it be determined that modifications or and additional septic system are required, Halff will prepare a scope and fee for the additional services.
- v. LEED Commissioning/Certification
- w. Traffic Control Plans (TCP), except as specifically noted.
- x. Tree identification or tree survey, except as specifically noted.
- y. Land title research generally performed by the title company.
- z. CenterPoint Application Packages for installation of facilities within CenterPoint easements
- aa. Quality control and material testing services during construction
- bb. Environmental impact statements and assessments or wetlands identification or analysis
- cc. Construction staking
- dd. 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.
- ee. 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.



EXPENSES

1. MISCELLANEOUS REIMBURSABLE PROJECT EXPENSES

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, and are included in the estimated fees for expenses stated below.



EXHIBIT A - Attachment B

Elva Lobit Park Master Planning and Phase I Fee Schedule

FEE SUMMARY

Park Design – Basic Services			
1.	Construction Document Preparation Civil Engineering Electrical & Plumbing Engineering Structural Engineering Landscape Architecture Permitting	\$174,897	*
2.	Bidding	\$10,320	
3.	Construction Administration	\$30,077	
			\$215,294
Park Design – Special Services			
4.	Park Master Plan	\$35,120	*
5.	Site Investigation and Base Map Preparation (Survey)		
	a. Boundary Survey	\$13,200	* / **
	b. Topographic Survey	\$21,000	* / **
	c. Subdivision Plat	\$12,500	* / **
6.	Additional Services for Water Line Extension	\$10,000	*
7.	Geotechnical Engineering (Sub Plus 10%)	\$9,075	*
8.	Tree Survey (Sub Plus 10%)	\$8,800	*
9.	Environmental Services		
	a. Wetland Delineation	\$7,360	*
	b. Threatened & Endangered Species	\$2,525	*
	c. Cultural Resources	\$3,520	*
	d. USACE Permitting	\$6,860	*
			\$129,960
Expenses and Additional Fees			
1.	Miscellaneous Reimbursable Project Expenses		\$2,000
PROJECT TOTAL			\$347,254

* Time-critical tasks totaling \$304,857 will be completed in 270 days, excluding City and other agency’s reviews and approvals.

** Fees to do not include taxes as the City is a tax-exempt entity.



EXHIBIT A - Attachment C

Elva Lobit Park Master Planning and Phase I Schedule

PROJECT SCHEDULE

Survey, Geotech, & Environmental	60 days from Notice to Proceed
Master Plan	60 days from Completion of Survey, Environmental
Submit 30% Plans	30 days from Approval of Master Plan
Submit 60% Plans	45 days from receipt of 30% comments from City
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 240 days from Contractor's Notice to Proceed

*Schedule calendar days excludes City review time/days.

**EXHIBIT A - Attachment D
Survey Limits**





EXHIBIT A - Attachment E
Geotechnical Subconsultant Proposal

EXHIBIT A - ATTACHMENT E



October 11, 2023

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

Attn: Mr. Casey Collins, PLA – Licensed Landscape Architect
P: 713-380-4386
E: cCollins@halff.com

Re: Proposal for Geotechnical Engineering Services
Proposed Elva Lobit Park Renovation
1901 FM 646 E. – League City, Texas
QCL Proposal No.: 40967

Dear Mr. Collins:

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 July 13, 2021.

Project Description

We understand the project consists of the proposed renovations at the existing Elva Lobit Park located at 1901 FM 646 E., League City, Texas. The proposed improvements to the existing park are shown on Figure 1 enclosed. Based on information provided, the proposed renovations/improvements at the park will consist of the following:

- Replacing the existing pedestrian bridge connecting to the existing island on the east side of the park.
- Constructing a gazebo on the island on the east side of the park; constructing a picnic pavilion (approx. 30' x 60') north of the existing driveway loop. We anticipate that these will be lightly loaded structures.
- Constructing a roof/canopy over the existing outdoor basketball court.
- Installing lighting near the existing parking lots.
- Converting the two existing tennis courts into 6 to 8 pickleball courts with sail canopy, and installing 8' tall chain-linked fences around the courts.
- Installing NFC fitness stations next to the existing parking lot.
- Constructing 8-ft wide hike and bike trails along alignments shown on Figure 1.

- Converting existing fields into flexible athletic fields for soccer, lacrosse, etc. We anticipate that the flexible athletic fields will be designed for a Potential Vertical Rise (PVR) movement of about 1-½ inches.

Scope of Services

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

Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth in accordance with ASTM guidelines and procedures. For this project, we plan to drill and sample a total of five (5) soil borings to depths ranging from 10 to 20 feet within the area of the proposed structures. The total drilling footage is planned to be 80 feet. Outlined below are the locations, numbers, and depths of the soil borings planned for this project.

Location	No. of Borings	Depth (feet)
Proposed picnic pavilion	1	20
Proposed roof/canopy over the existing outdoor basketball court	1	20
Proposed 8’ tall chain linked fence around the future pickleball courts	1	15
Replacement of existing pedestrian bridge and proposed gazebo on the island	1	50
	1	20
Proposed hike and bike trails and conversion of existing fields into flexible athletic fields	2	10
Total	7	145

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 replacement pedestrian bridge, gazebo/pavilion, roof/canopy over the outdoor basketball court, and the supports for the sail canopy, perimeter fences, etc.
- Pavement design and construction guidelines for proposed hike and bike trails, including the subgrade preparation and stabilization.
- Site and subgrade preparation for the conversion of the existing fields into flexible athletic fields, including subgrade improvements to achieve the PVR of about 1-½ inches.

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 **\$8,250**. 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. We anticipate that it will take about one day to complete our drilling activities. We anticipate completion of our services and submittal of our report within 2 to 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.

Sincerely,

QC Laboratories, Inc.

(Texas Registered Engineering Firm F-3601)



Peng Sia Tang, P.E.

Senior Geotechnical Engineer

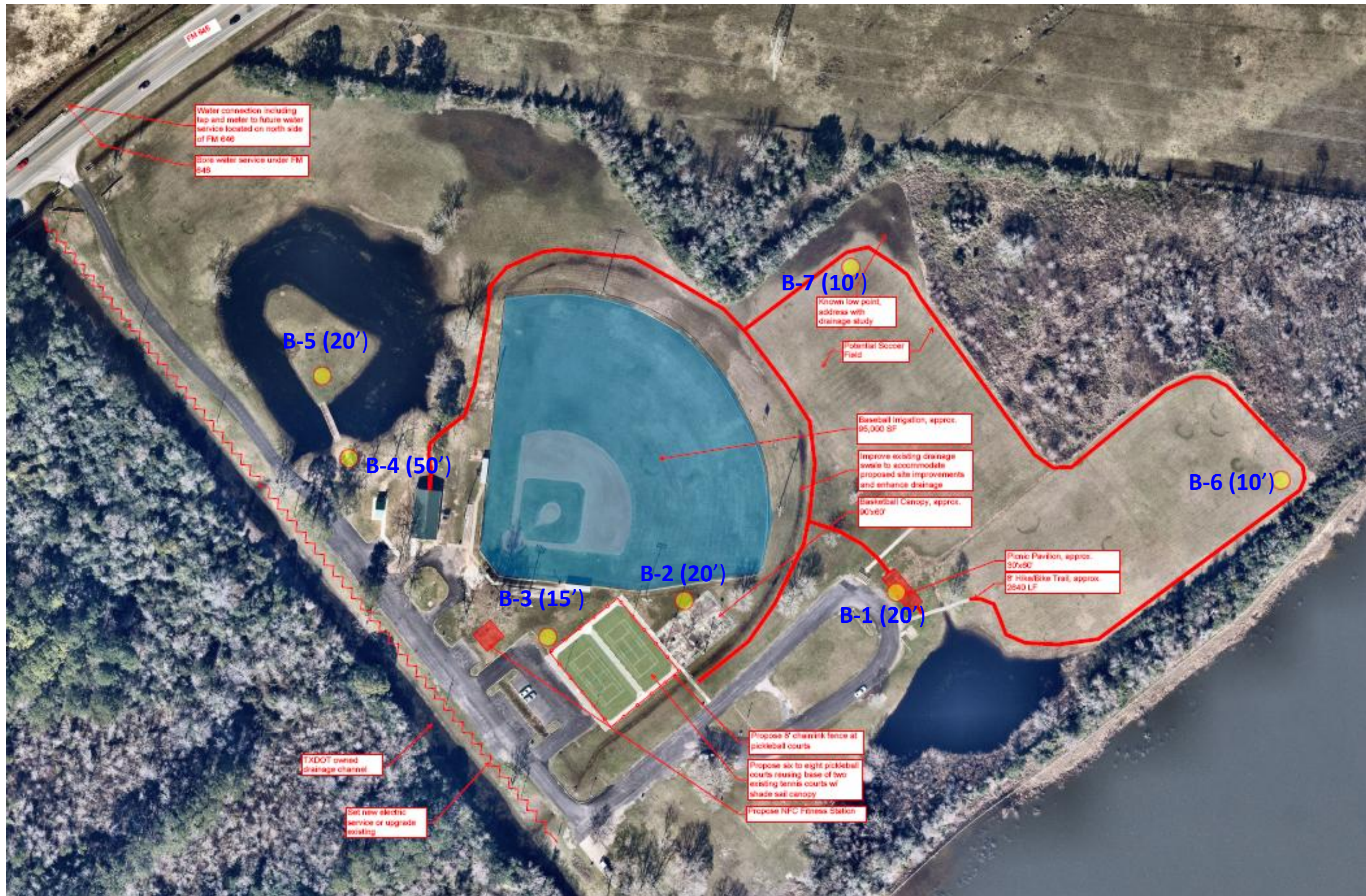


FIGURE 1



**EXHIBIT A - Attachment F
Tree Survey Subconsultant Proposal**



Proposal For

Casey Collins

14800 St. Marys Lane, #160 main: 713-380-4386
 Houston, TX 77079 ccollins@half.com

Location

1901 16th St
 League City, TX 77573

Lobit Park Tree Inventory

Terms
 Net 45

SCOPE OF WORK	QUANTITY	UNIT PRICE	AMOUNT
<p>1) Tree Inventory and Assessment Tree Mann Solutions to inventory, gps locate to <60cm accuracy*, and assess condition of all trees with at least one trunk, 6" in diameter or greater. Tree inventory will be conducted per provided boundaries of the 7 acre project area. Tree diameter breast height (DBH), species, gps location <60cm accuracy, and condition rating with supportive notes to be provided. Deliverable to be excel spreadsheet with link to individual tree report and photos of each tree and exported .csv in PNEZD format that can be imported into design software by others and drawn for tree plans. Locations in northing/easting in ESRI:102740 NAD 1983 State Plane Texas South Central FIPS 4204 Feet coordinate system. Call/email with design team to discuss results included. Summary report with tree preservation/mitigation recommendations and development strategies to be provided for design team use.</p> <p>*Tree inventory to include general tree point location data per client-provided approximate property boundaries. Points located within approximately 60 centimeters circular error probable (CEP) from the trunk as visibly displayed on GIS rover collector equipment. Tree Mann Solutions recommends locations and ownership of critical trees to be verified by design team and a Registered Professional Land Surveyor.</p>	1	\$ 7,500.00	\$ 7,500.00
<p>2) Increased Accuracy Surcharge At client's discretion, Tree Mann Solutions to utilize real time kinematic (RTK) corrections service to increase location accuracy to approximately 6" from trunk. If proposed improvements are located within dripline of tree, recommend verifying location with survey-grade registered professional land surveyor prior to final design.</p>	1	\$ 500.00	\$ 500.00



Tree Mann Solutions
 723 West University Ave. #273
 Georgetown, TX 78626
 (512)710-0643

Proposal #8877
 Created: 12/29/2023
 From: Jason Alfaro

Thank you for the opportunity to serve you on this task. Tree identification, measurement, inspection, and arboriculture consultation will be performed by a board-certified master arborist team whom through related training and on-the-job experience are familiar with the techniques and equipment used in such operations.

Please execute the signature line with your acceptance. Services will be invoiced upon item/visit completion with Net 45 terms. If you have any questions about tree inspection scope, timing, or pricing on this site, please contact us at 512-710-0643 or by email at info@treemannsolutions.com. We look forward to being of further service.

SUBTOTAL	\$ 8,000.00
SALES TAX	\$ 0.00
TOTAL	\$ 8,000.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Assigned To

Sales Reps

Jason Alfaro
 Office: [512-710-0643](tel:512-710-0643)
 Mobile: [713-469-0655](tel:713-469-0655)
jason@treemannsolutions.com

Jason Alfaro
 Office: [512-710-0643](tel:512-710-0643)
 Mobile: [713-469-0655](tel:713-469-0655)
jason@treemannsolutions.com



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