



## **PROFESSIONAL SERVICES AGREEMENT**

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Birkhoff, Hendricks & Carter, L.L.P** (the “Professional”), located at **11910 Greenville Ave., Suite 600 Dallas, Texas 75243** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

- 1. Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Davis Road - Crows Nest 15-inch Sanitary Sewer Replacement Project**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
- 2. Term and Termination:** This Agreement shall commence on **February 4, 2025** and shall expire on **August 11, 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 **\$55,264** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
- 4. Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—

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

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

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

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

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

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

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

*(signature block on next page)*

Executed on \_\_\_\_\_ . *(date to be filled in by City Secretary)*

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



\_\_\_\_\_  
Craig M. Kerkhoff, PE, CFM

**CITY OF LEAGUE CITY - "City"**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney

# Exhibit A

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



# EXHIBIT A

## ENGINEERING SERVICES

### FOR

#### WW1801K Davis Road - Crows Nest 15-inch Sanitary Sewer Replacement

An existing 15-inch sanitary sewer line was constructed along Davis Road in 1983 from Crows Nest Drive to an existing lift station, and is in disrepair and requires replacement. The existing line is approximately 515 linear feet in length and located within a 10-foot sanitary sewer easement outside of the right-of-way (ROW). With the existing easement in place and improvements from adjacent developments in close proximity, additional land rights are not included with this project. Given the current condition of the pipe, a cast-in-place-pipe (CIPP) is not a viable option for rehabilitation. To minimize the disturbance to the existing infrastructure and adjacent properties, alternate methods of pipe replacement, including open cut excavation, will be evaluated. The scope and fees for the initial phase of project is as follows:

#### **PART I: PRELIMINARY ENGINEERING**

- a) Evaluation of pipe replacement and disturbance area. Including the option of pipe bursting the existing pipe and manhole rehabilitation/replacement. A report, in memorandum form, will be submitted at the completion of the preliminary engineering with recommendations for replacement methods.

#### **PART II: DESIGN PHASE**

##### **A. 60% Phase**

- 1) Based on recommendation from the preliminary phase on method of line improvement, Engineer will design and prepare construction plans to 60% level consisting of:
  - a. Cover Sheet
  - b. General Notes
  - c. Project Layout
  - d. Survey Control Sheet
  - e. Demolition Plan, as appropriate
  - f. Conduct, as appropriate, an inventory of possible impacted trees and provide removal or protection plan and details
  - g. Provide detouring and/or traffic control plans
  - h. Coordinate with City's wastewater staff and prepare by-pass pumping plan
  - i. Prepare Plan and Profile drawings for the improvements to the sanitary sewer line
  - j. SW3P Plan Sheet(s) and Details
  - k. Provide Standard CoLC Details applicable for project

1. Conduct utility coordination with the City and franchise utility companies and prepare a list of potential conflicts and contact information
- 2) Coordinate and provide a list of permits needed for the project
- 3) Provide list of Technical Specifications that are needed for Project
- 4) Prepare .kmz file for project reference
- 5) Update Design Schedule if needed
- 6) Provide 60% level quantities and Engineer's OPCC
- 7) Submit digital copies of half-size plans and other documents, as appropriate, per Exhibit B listing for City's review and comments

**B. 90% Phase**

- 1) Develop construction plans and detail to 90% level design
- 2) Address City's 60% comments and document responses in a letter to be submitted with 90% submittal
- 3) Prepare project manual consisting of front-end, bid schedule, and technical specifications
- 4) Provide SW3P Manual with appropriate documentations/signatures, if applicable for this project
- 5) Updated Engineer's OPCC to 90% level
- 6) Prepare applications for any permits needed for the project to be submitted later with final plans
- 7) Finalize Utility Conflicts List and submit to City to begin work with utility owners on any relocation warranted for the Project
- 8) Submit PDF copies of half-size plans and other documents, as appropriate, per Exhibit B listing City's review and comments

**C. 100% Phase**

- 1) Finalize construction documents to 100% level design. Address all City 90% comments. Prepare written response to all City's comments, to be submitted with final submittal
- 2) Finalize draft project manual consisting of City front-end, technical specifications, and bid schedule
- 3) Finalize Tree Preservation Plan, if needed
- 4) Finalize quantities and update Engineer's OPCC to 100% level design
- 5) Finalize .kmz file for project reference
- 6) Work with City staff to receive final approvals of project documents.
- 7) Submit 2 sets of half-size plans and project manual, and in PDF format, to the City.

**PART III: BIDDING PHASE**

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

**PART IV: CONSTRUCTION PHASE**

- 1) Prepare and submit five (5) sets of half-size Conformed Plans and Project Manual for use by the City and Contractor. Provide one (1) set of full-size plans to City Engineering Department
- 2) Attend and assist City at the Pre-construction Meeting
- 3) Periodic Site Visits (1 visit per month of construction) combined with monthly progress meeting
- 4) Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.
- 5) Address found Design Conflicts in the Field
- 6) Prepare change orders, as necessary
- 7) Conduct one (1) substantial completion walk-through with the City and contractor, and prepare punch list
- 8) Conduct one (1) Final Completion walk-through with the City and the contractor
- 9) Prepare and submit one (1) set of hard copy and PDF of Record Drawings based on the red-line mark up of plans from the contractor

## **PART V: ADDITIONAL SERVICES**

### **1) Survey for Design, Property and Construction**

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

### **2) Tree Preservation Plan**

Tree Inventory will be performed for all protected trees and invasive trees, as defined by City Ordinance. Tree Preservation Plan will be prepared and included with the 100% submittal.

### **3) Miscellaneous Project Expenses**

A budget not to exceed \$1,500 is proposed for the project's miscellaneous expenses such as printing, postage, deliveries, local mileage to project site and City. BHC will not exceed this budget without prior approval. All project travels are considered to be local.

### **4) As-Needed Additional Engineering Services**

a. A budget not to exceed \$5,000 is proposed 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.

## **PART VI: EXCLUSIONS**

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

- 1) Certification that work is in accordance with plans and specifications.
- 2) Consulting services by others not included in Scope of Services.
- 3) Contractor's means and methods.
- 4) Environmental cleanup.
- 5) Environmental impact statements and assessments.
- 6) Fees for permits.
- 7) Fees for publicly advertising the construction project.
- 8) Fiduciary responsibility to the City.
- 9) Geotechnical Investigation
- 10) Legal services in connection with easements and easement acquisitions.
- 11) On-site construction safety precautions, programs, and responsibility (Contractor's responsibility).
- 12) Phasing of Contractor's work.
- 13) Quality control and testing services during construction.

- 14) Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- 15) Traffic Impact Analysis
- 16) Trench safety designs

**PART VII: COMPENSATION**

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

**SUMMARY OF COMPENSATION**

**BASIC SERVICES:**

Part I	Preliminary Engineering	\$ 5,800*
Part IIA	60% Plans	\$ 15,500*
Part IIB	90% Plans	\$ 6,000*
Part IIC	100% Plans	\$ 5,250*
Part III	Bidding Phase	\$ 4,000*
Part IV	Construction Phase	\$ 7,000*
<b>Total Basic Services:</b>		<b>\$ 43,550</b>

**ADDITIONAL SERVICES:**

Part V (1)	Survey	\$ 2,475.*
Part V (2)	Tree Preservation Plan	\$ 2,739
Part V (3)	Miscellaneous Project Expenses	\$ 1,500
Part V (4)	As-need Engineering Services	\$ 5,000
<b>Sub Total Additional Services:</b>		<b>\$ 11,714</b>
<b>Total Not to Exceed:</b>		<b>\$ 55,264</b>

\*Time-critical tasks to be completed within 155 days, excluding City review and approval periods.

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

**PART VII: PROJECT SCHEDULE**

Preliminary Engineering & Surveying.....	45 days from Notice to Proceed
Submit 60% Plans.....	30 days from receipt of Prel. Eng. comments from City
Submit 90% Plans.....	60 days from receipt of 60% comments from City
Submit 100% Plans.....	20 days from receipt of 90% comments from City
Bid & Award Phase.....	Estimated 75 days from advertisement
Construction Phase .....	Estimated 75 days from Contractor’s Notice to Proceed

Above calendar days exclude review periods by the City.



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

November 22, 2024

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

Subject: League City, TX – Davis Road Gravity Sewer Line Rehabilitation Survey Proposal

**SCOPE OF SERVICES**

High Tide Land Surveying, LLC. (HTS) will provide surveying support for the rehabilitation of an existing 15-inch gravity sewer line flowing to a lift station located at the Southeasterly corner of the Shore Apartments (501 Davis Road, League City, TX). HTS will survey in the nearest upstream manhole, the subject lift station, as well as establish the Westerly R.O.W. line of Davis Road, same being the Easterly line of said Shore Apartments. Features to be surveyed are shown in orange on the attached Site Exhibit.

**PROPOSED FEES FOR SCOPE OF SERVICES**

Survey Data Collection (Lump Sum).....	\$1,750.00
Stamped Survey Drawing (If Needed).....	\$500.00
<b>Grand Total.....</b>	<b>\$2,250.00</b>

**DELIVERABLES**

HTS will provide the following deliverables for this project:

- Signed and sealed survey drawing(s)
- CAD file of data collection
- ASCII point file of same

**SCHEDULE**

Approximate delivery time is 5 to 7 business days from receiving Notice to Proceed and/or Purchase Order from Client.

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

Very truly yours,

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

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_



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

**Site Exhibit**

501 Davis Road, League City, Galveston County, Texas





January 13, 2025

Mr. Craig M. Kerkhoff, P.E., CFM  
Birkhoff, Hendricks & Carter, L.L.P.  
11910 Greenville Ave., Suite 600  
Dallas, Texas 75243

Re: Proposal for Urban Forestry Consulting Services on the City of League City,  
Davis Road – Crows Nest 15-inch Sanitary Sewer Replacement Project.  
City of League City Project No. WW1801.

Dear Mr. Kerkhoff,

As per your request, C.N. Koehl Urban Forestry, Inc proposes to provide Urban Forestry Consulting services for the design phase of the City of League City, Davis Road – Crows Nest 15-inch Sanitary Sewer Replacement project. Approximately 500 linear feet of project right of way or easements will be evaluated for proposed storm and pavement construction. Based on your request for proposal, and our most recent experience on similar projects, we propose to provide the following Urban Forestry services:

Tree Inventory/Site Visit

We will visit the site to inventory all “Protected Trees” and “Invasive Trees” as defined in Chapter 102-12 – Tree Preservation and Provisions Ordinance of the City of League City. All trees within existing right of way will be inventoried using survey/background information provided by engineer. Trees will be inventoried and evaluation of anticipated impacts relative to proposed design will be completed in the field using P&P drawings as follows:

- Small trees (as defined in Chapter 102-12) – Only trees within the existing right of way and easements will be inventoried.
- Large trees (as defined in Chapter 102-12) –Trees within the right of way and/or easement and 20’ beyond on each side will be inventoried.
- Invasive trees (as defined in Chapter 102-12) –We recommend inventory of invasive trees be completed in order to use the “Reduction of Caliper Inch Replacement for Removal of Invasive Trees” included in Chapter 102-12. Only trees within the right of way and/or easement will be inventoried.

The data collected will be used reviewing proposed design and in preparation of tree preservation plan. We will confirm location of each tree and approximately locate, on provided P&P sheets, trees that were not picked up by survey crew.

Fee for Tree Inventory/Site Visit  
Urban Forester:  
4.0 hours @ \$150.00/hour..... \$600.00

Final Submittal Tree Preservation Plan

The plan and profile drawings, provided by the engineer, will be reviewed prior to the Final submittal, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, and anticipated treatment. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the structural root system. Should we find any conflicts with proposed construction we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as shifting bends, or trenchless construction, will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and emailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival and compliance with the City's Tree Ordinance. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, trenchless construction, etc.). Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The Final submittal tree protection plan, and quantity totals and cost estimates will be emailed to you so that your staff may use the quantity estimates as needed and plot the tree protection plan as it is needed. The AutoCAD drawn tree protection plan would include our logo with a signature line, which we will provide a signed PDF file. We will need 12-15 business days to schedule and complete the field evaluation and Final submittal tree protection plan.

Fee for Final Submittal Tree Protection Plan  
10.0 hours @ \$150.00..... \$1,500.00

Drafting AutoCAD(DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format. We will use the project title block and insert plan drawings at a 1:40 scale, double banked on each sheet, similar to most traffic control plans. 1 sheet including the tree protection details will also be included. This format typically allows us to fit approximately 1,200-1,500 l.f. per sheet, which would give us 2 total sheets on this project. The drawings will be emailed, or uploaded to your ftp site, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Fee for Drafting DWG files of the Tree Preservation Plan  
6.0 hours @ \$65.00/hour..... \$390.00

**Total Phase 2 Fees**

**CAD Drawn DWG files of Tree Protection Plan.....\$2,490.00**

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Baytown Street Reconstruction, City of League City Street-Water & Sanitary projects, and numerous City of Houston waterline and sewer projects over the past 18 years. It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan and profile sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me at 281-391-0022.

Respectfully submitted,



Sarah Koehl  
President

## **Exhibit B**

Applicable - See Next Pages

## PSA Exhibit B

### PHASE REQUIREMENTS

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

##### A. 30% Submittals (Schematic Design) should, at a minimum, include the following:

1. Plans that contain the following information: **30% Not Applicable. Consultant will submit a Preliminary Engineering Report**
  - a. Cover Sheet
  - b. Field Survey Plan Sheet
  - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
  - d. Demo Plan
  - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
6. Traffic Impact Analysis (if needed)
7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
8. Preliminary Land Acquisition Information (if needed)
9. Preliminary Geotechnical findings (if needed)
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

##### B. 60% Submittals (Design Development) 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 Number 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 (Construction Documents) should, at a minimum, include the following:**

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

**D. Resubmittals**

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

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

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

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

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