



PROFESSIONAL SERVICES AGREEMENT

(version 9-16-2019)

This AGREEMENT (“Agreement”) is entered by and between **Kimley-Horn and Associates, Inc.** (“Professional”), located at **11700 Katy Freeway, Suite 800, Houston, TX 77079** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Magnolia Creek and Cedar Gully Channel Improvement Project**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **October 15, 2019** and shall expire on **October 15, 2021** 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 **\$924,200.00** 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:** 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, SUBPROFESSIONAL, 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:** Notwithstanding any other provision in this Agreement, 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; to the extent arising 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 effected 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:** If applicable, 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 prior to City's acceptance, bearing such loss or damage 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:** 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. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

Executed on this _____ day of _____, _____. *(date to be filled in by City Secretary)*

KIMLEY-HORN AND ASSOCIATES, INC. - "Professional"



Jeff James, PE – Principal for Kimley-Horn and Associates, Inc.

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
(30 pages, including this page)

Scope of Services and fee schedule to the City of League as noted at attached proposal



PSA Exhibit A

September 17, 2019

Mr. Christopher Sims, P.E.
Director of Engineering
City of League City
500 West Walker Street
League City, Texas 77573

**RE: *City of League City – Magnolia Creek and Cedar Gully Channel Improvement Project
Professional Services Proposal***

Dear Mr. Sims,

We are pleased to submit this scope of services and fee schedule to the City of League City for addressing drainage issues along Magnolia Creek and Cedar Gully. The City desires to address the cause of erosion, prevent recurrence, and mitigate effects through channel stabilization techniques. We have prepared this scope of services based on our discussion on March 5, 2019 and subsequent correspondence.

We look forward to working with you on this project. If you have any further questions regarding this scope or fee, please don't hesitate to contact me.

Sincerely yours,


Mike Shelton, P.E., AICP
Associate / Project Manager


Jeff Jarner, P.E.
Principal

cc: Matthew Brown, P.E., Assistant City Engineer
Jay Doyle, M.Div, CPM, Senior Project Manager



**City of League City
Magnolia Creek and Cedar Gully Channel Improvement Design**

Kimley-Horn and Associates, Inc. (Kimley-Horn or Professional) is pleased to submit this scope and fee proposal to the City of League City (the Client or the City) for professional engineering services which include preparation of hydrologic and hydraulic models, preparation of applications for USACE permits, engineering design, bidding and construction phase services for channel improvements along Magnolia Creek and Cedar Gully. Our project understanding, scope of services and fees are presented below.

INFORMATION PROVIDED BY CLIENT

The City of League City will provide the following:

1. Record drawings / plats for the sub divisions surrounding the channels in the project area.
2. Access to Galveston County parcel data and GIS shapefiles.
3. Access to League City GIS base data.
4. Drainage Master Plan complete document.
5. Relevant drainage studies from contributing basins.
6. FEMA applications.
7. Permission to enter subject properties.
8. Copies of any previous environmental studies, assessments, audits, inspections or activities of any kind at the property known to the Client, existing property owner, existing property operator, past property owners and operators.

Kimley-Horn shall be entitled to rely on the completeness and accuracy of materials supplied by others in the completion of their services under this agreement.

PROJECT UNDERSTANDING

The project area includes the following channels within League City, Texas:

- Magnolia Creek south of FM 518 (Main Street) to Sutherland Lane
- Cedar Gully south of FM 518 (Main Street) to near League City Parkway
- Maple Leaf Drive two interconnected detention basins
- Magnolia Creek Golf Course detention basin
- Cedar Gully at League City Parkway three interconnected detention basins

As part of the proposed activities, the Client proposes to impact federally regulated waters which will require United States Corps of Engineers (USACE) coordination and permitting. Kimley-Horn anticipates the proposed repairs may require one or more Individual Permits from the USACE because impacts to regulated waters will exceed 0.5-acres. It is important for the Client to understand that the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning their

intent to exert jurisdiction. Observations will be made under the applicable guidance at the time of the observations.

SCOPE OF SERVICES

The scope of services includes the following tasks:

TASK 1: HYDROLOGIC AND HYDRAULIC MODELING

Professional will prepare hydrologic and hydraulic models required for the project under this task.

Hydrologic Model

Professional will prepare a HEC-HMS hydrologic model for the watershed of the subject reaches.

Professional will delineate the watershed using Houston-Galveston Area Council (H-GAC) aerial topographic information provided by the Texas Natural Resources Information System (TNRIS), record drawings for existing development and construction drawings for future development provided by the City, and field observations. Hydrologic calculations will be performed in general accordance with City criteria. Land uses will be based on fully-developed watershed conditions using aerial photography and the City's Future Land Use Map. Rainfall depths will be based on NOAA Atlas 14. Professional anticipates a single watershed averaged rainfall depth will be used. Peak flows will be calculated for the 2-, 10-, and 100-year rainfall events.

Professional will prepare a drainage area map showing the watershed and sub-basin delineation. Results of this task will be summarized in a report.

Existing Condition Hydraulic Model

Professional will prepare an existing condition hydraulic model of the subject reaches using HEC-RAS. Hydraulic modeling will be performed using a steady-state one-dimensional analysis.

Ground and crossing geometry will be based on on-ground topographic information. The on-ground topographic information will be supplemented with H-GAC aerial topographic information as needed. Roughness values will be based on field observations and engineering judgment.

Professional will prepare a hydraulic work map showing the 2-, 10-, and 100-year existing condition floodplain limits of the subject reaches. Results of this task will be summarized in a report.

Proposed Condition Hydraulic Model

Professional will prepare a proposed condition hydraulic model of the subject reaches. The proposed improvements will be consistent with recommendations documented in the League City Master Drainage Plan-Phase 2 by LAN, dated April 2014. Professional will modify the improvements, using Atlas 14 parameters, as needed with the intent of conveying the calculated 100-year peak flow in the channel right-of-way and maintaining non-erosive velocity in the 2-, 10-, and 100-year events. Channel geometry will be in general accordance with City criteria and recommendations in the geotechnical report.

Professional will prepare a hydraulic work map showing the 2-, 10-, and 100-year proposed condition floodplain limits of the subject reaches, anticipated channel and crossing improvements, and additional right-of-way needs (if any). Professional will prepare an preliminary Opinion of Probable Construction Costs (OPCC) for the proposed improvements as part of this task. Results of this task will be summarized in a report.

Drainage Modeling Summary Report

Professional will prepare a report summarizing the results of hydrologic and hydraulic modeling effort. The report will include the following information.

- Report Text
- Drainage Area Map
- Hydrologic Calculations
- Hydraulic Workmaps
- HEC-HMS and HEC-RAS Output
- OPCC
- Digital Files

Professional will submit four hard copies of the draft report to the City. Professional will respond to reasonable and ordinary City comments (comments that are minor and corrective in nature and do not alter the scope of work) as part of this task. Professional will provide four hard copies and an electronic copy (Adobe PDF format) of the final report.

TASK 2: PERMIT APPLICATION ASSISTANCE

Professional will assist the Client with preparation of permit applications required for US Army Corps of Engineers (USACE) permitting.

Aquatic Resources Delineation

Professional will perform an Aquatic Resources Delineation in general accordance with the USACE 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement as detailed below.

Professional will locate readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), soil survey maps, and other related data for a desktop review of site conditions. Potential wetlands and waterbodies will be identified to guide the site visit.

Professional will perform a site visit to evaluate the existence and approximate locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. If applicable, the site visit will include completion of USACE wetland determination data forms. Following the site visit, Professional will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit. Flagging is not included in this scope of work.

Professional will prepare a report for the project documenting the results of the Aquatic Resources Delineation performed onsite. The report will address the applicable regulatory framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations pertaining to compliance with Section 404 of the Clean Water Act. This will include an evaluation of whether potential impacts to possible jurisdictional areas would require authorization under a Nationwide Permit (NWP), a Letter of Permission, or an Individual Permit (IP). If applicable, this section of the report will include regulatory language for the applicable USACE permitting scenario with discussion of selected noteworthy General Conditions.

It is important for the Client to understand that the EPA and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this letter agreement. Observations will be made under the applicable regulatory guidance at the time of the observations.

Official authority to make a determination defining applicable jurisdictional limits rests with the Environmental Protection Agency (EPA); however, authority has been delegated to the USACE. Jurisdictional Determinations (JD) are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The Aquatic Resources Delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.

Functional Assessment

In accordance with the Compensatory Mitigation for Losses of Aquatic Resources (73 Fed. Ref. 19594, 10 April 2008) the USACE Galveston District has developed a functional assessment method, known as the Galveston District Corps Standard Operating Procedures (SOP) approach, for assessing Wetland Functions identified as the interim Hydrogeomorphic (iHGM) approach. This method is a procedure for measuring the potential of a wetland to perform critical ecological functions and provides a metric for evaluating potential compensatory mitigation sufficient to replace lost aquatic resource functions. The Galveston District has also developed a Stream Condition Assessment SOP. The SOP was developed to provide requirements for addressing stream mitigation and restoration in the Galveston District. It is only applicable when direct impacts occur within the stream bed of a jurisdictional water.

Professional will conduct the functional assessment in general accordance with the current published to the SOPs. Mitigation calculations will be based on a Client provided site plan noting proposed impacts. Professional will calculate the proposed amount of mitigation required, using the calculated metrics. These are commonly referred to as the functional capacity units (FCU). Functional Assessment may not be necessary if compensatory mitigation is not required.

Impacts to likely jurisdictional streams are unknown at this time; however, completion of the Level 1 Stream Condition Assessment is anticipated. If impacts exceed 500 linear feet of stream a Level 2 Stream Condition Assessment may be required. A Level 2 Stream Condition Assessment is not included as part of this scope of work; however, this can be performed if required by the USACE as additional services.

USACE Pre-Application Meeting

We understand that it is anticipated that the proposed project(s) will result in impacts to jurisdictional waters which could require coordination and permitting with the USACE. Based on the complexity of the project, Professional recommends scheduling a pre-application meeting with the USACE Galveston District.

Professional will prepare for and attend one pre-application meeting with the USACE Galveston District. Professional assumes the meeting will take place at the USACE Galveston office. In order to initiate the meeting, it will be necessary to submit a brief letter describing the status of the project and to request the meeting. It is assumed that the Client will provide some project-specific information including:

- A brief summary of the proposed project
- Development plans or narrative, if available
- Size of site
- Purpose and need for the project

Following the submittal of the meeting request we would expect a return letter within two weeks which should assign a USACE project manager. The intent of the meeting will be to define project specific requirements from the USACE based on the conceptual development plan. We anticipate leaving the pre-application meeting with a better understanding of the likely permitting route and authorization requirements.

Alternatives Analysis

The USACE typically permits the least environmentally damaging practicable alternative (LEDPA). The USACE defines practicable as “available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.” Professional will prepare an alternatives analysis to show that the preferred alternative has been studied in relation to other viable, but more damaging alternatives, including those that may be off-site. Information on practicable alternatives will need to be provided by and coordinated with Client.

Professional will facilitate a meeting with the Client to identify siting criteria and multiple alternative sites in the region and describe site selection rationale.

The Texas Commission on Environmental Quality (TCEQ) will require a Tier II Water Quality Certification Questionnaire and Alternatives Analysis Checklist. Professional will prepare these items and make the submittal to TCEQ under this task.

USACE Permit Coordination and Application

It appears the proposed project will result in impacts to potentially jurisdictional waters, which would trigger permitting and coordination with the USACE Galveston District. The exact permitting action(s) have not been determined; however, they are anticipated to be determined following the USACE pre-

application meeting. Information pertaining to pursuing approval from the USACE in the form of a Nationwide Permit (NWP) and an Individual Permit (IP) are provided below.

Individual Permits (IP) are required for projects with large or cumulative impacts. IPs generally take longer to process and involve an in-depth onsite and offsite Alternatives Analysis, among other requirements. Typically, compensatory mitigation is required for projects requiring IPs as impacts typically exceed 0.5 acre and/or 200 linear feet of stream. Projects involving IPs require the submittal of a permit application to the USACE. This scope anticipates preparation of an application for one IP.

Professional will prepare a Standard Individual Section 404 Permit application and joint TCEQ Section 401 Permit application for submittal to the USACE. This task partially consists of a compilation of the information gathered other tasks. Professional anticipates the following items will be included in the IP Application and will require direct coordination with the Client.

- Detailed Project Description, including description of activity and modifications to existing structures
- Purpose and Need statement
- Plan, profile, and cross section drawings to illustrate proposed work in jurisdictional waters
- Volume calculation for fill proposed in jurisdictional waters
- Discussion of type, quantity, and source of temporary and permanent fill
- Discussion of the beneficial and adverse impacts to the aquatic environment
- Discussion of hydrology and hydraulics as it relates to the proposed project
- Project schedule
- Mailing list of adjoining property owners
- Documentation regarding coordination with resources agencies, if coordination has begun
- Documentation of agency approvals, such as FEMA and City approvals
- Threatened and Endangered Species information from readily available databases
- Cultural Resources information from readily available databases
- Aquatic Resources Delineation report
- Functional Assessment
- Alternatives Analysis
- Conceptual Mitigation Plan: Mitigation may be purchase of off-site mitigation bank credits in combination with specific on-site actions. Detailed mitigation strategies, if required, would be Additional Services.

The USACE may require a detailed Archeology/Cultural Resources Survey to be submitted as part of the Individual Permit application. Similarly, the USACE may require species specific studies for Threatened and Endangered species. Neither of these items are included in this Agreement. Professional will attempt to determine if this item is needed as early as possible; however, the potential needs for these additional studies are not likely to be recognized until after the permit application has been submitted.

Professional will submit the Standard Individual Permit Applications to the USACE on behalf of City. The process for the Individual Permit Application review by the USACE requires a mandatory public comment period.

Post-Submittal Agency Coordination

Following submittal of the IP Application to the USACE, Professional will coordinate with the USACE, TCEQ, and other regulatory agencies during review of the permit application documents. Professional anticipates the following coordination tasks for each IP:

- Up to two simultaneous responses to requests for additional information from the USACE and TCEQ.
- Up to two responses to public comments (assuming no more than 30 comments each time).
- Preparation and attendance for up to two review meetings at the request of Client or regulatory agencies.

Professional will make up to two revisions to the application package based upon USACE and TCEQ review comments. Changes to the application package as a result of Client-directed design changes, following the commencement of work under this Agreement this task, will be considered additional services.

Professional assumes up to 80 hours of effort is included in this coordination task. If Professional exceeds this number of hours prior to completing the task, Professional will notify the Client to obtain additional services prior to proceeding with those efforts.

TASK 3: PUBLIC PRESENTATIONS

Professional will conduct four public meetings during the project to share design progress and receive input and feedback from stakeholders and residents. For each meeting, Professional will provide brief handouts (estimated at 3 pages), mounted 24” by 36” exhibits on easels (estimated at 3 each meeting), and powerpoint presentations (estimated at 12 slides for each meeting). City will provide a meeting space, announcement of meeting, and staff to attend and answer questions. Up to four members of Professional’s staff will attend, present information, and answer questions at each meeting.

The following public meetings are anticipated:

- Draft modeling results public meeting
- Draft USACE permit public meeting
- 60% Design Stage public meeting
- Pre-Construction public meeting

TASK 4: 30% DESIGN

Professional will prepare the 30% construction plans based on the drainage model summary report. These plans will be prepared in AutoCAD format. Professional will prepare construction documents for the improvements proposed in the modeling report. The construction plans are anticipated to include the following sheets (with approximate sheet count):

- Cover Sheet (1 sheet)
- Layout Sheet (1 sheet)
- Dimension Control Plan (10 sheets)
- Channel Plan and Profile (10 sheets) 30% profiles will not include labels or details
- Culvert Modification Plan (4 sheets)
- General Construction Details (5 sheets)

Submittal for 30% will not include a project manual or technical specifications.

Prepare the 30% Opinion of Probable Construction Cost (OPCC). The Professional has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Professional at this time and represent only the Professional's judgment as a design professional familiar with the construction industry. The Professional cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Professional will submit up to four hard copies and an electronic copy (Adobe PDF Format) of the 30% plans to the City for review. Professional will facilitate one review meeting at Client's offices for review comments on the 30% submittal.

TASK 5: SURVEY SUBCONSULTANT

The Professional will engage a surveying sub-consultant (C.L. Davis) to obtain a topographic survey of the study area. The survey and mapping task will include the following:

- Detailed Topography survey of the project area.
- Boundary survey of the project areas to recover existing monuments for horizontal orientation of the survey work relative to existing property lines. This scope does not include a complete boundary survey of either parcel. Parcel lines and rights of way will be shown as per recovered monuments and existing records.
- Location of all visible physical features within the area covered by the topography survey, including Magnolia Creek and Cedar Gully with banks, thalweg, water surface elevation, ditches, fairway, visible utilities and any other visible improvements.
- Location of individual trees 6-inches and greater in diameter within the area covered by the topography survey.
- Location of any sanitary sewer and storm drainage structures within the area covered by the topographical survey.
- Spot elevations in approximately a 100-foot grid and at points of grade change.
- Contour lines at 1-foot intervals.
- Survey work will be horizontally and vertically oriented to the Texas State Mapping System.

TASK 6: GEOTECHNICAL SUBCONSULTANT

The Professional will engage a geotechnical sub-consultant (Gorrondona) to perform geotechnical investigations for the project. Sub-consultant will access bore locations with a buggy-mounted rig and assume that bore locations are not covered by concrete and do not require vegetation clearing.

Field Investigation

The proposed geotechnical field investigation includes:

Number of Borings	Depth of Boring (feet)	Location
13	30	Detention Ponds
35	30	Along channel alignments (1 boring every 750 feet)

Sub-consultant field personnel will drill the borings, obtain cohesive and non-cohesive soil samples with three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split- spoon samplers (ASTM D-1586), respectively.

An engineering geologist or soils technician will extrude samples in the field, check the samples for consistency with a hand penetrometer, wrap to preserve condition, and return to the laboratory for testing. Sub-consultant will prepare a log of each boring to document field activities and results. Sub-consultant will stake the boring locations using normal taping procedures. Locations will be shown on the boring plan exhibit. At completion of drilling operations, sub-consultant will backfill and plug bore hole with soil cuttings.

Laboratory Investigation

Sub-consultant will perform laboratory tests on bore samples required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation and swell properties of the material. Testing, in accordance with standard procedures, will include moisture content, soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

Geotechnical Engineering Report

Sub-consultant will prepare a geotechnical engineering report, sealed by a professional engineer, which will present the results of the field and laboratory data together with analysis of the results and recommendations. Sub-consultant will provide a digitally signed and sealed report in electronic (Adobe PDF) format. The report will address:

- soil and groundwater conditions encountered at the boring locations;
- detention basin recommendations;
- drainage channel recommendations;
- analysis of the stability of the slopes and erosion protection;
- underground utility recommendations, including dewatering, excavation / backfill, utility trench shoring, bracing, and bedding recommendations;
- earthwork recommendations, including material and compaction requirements; and
- construction considerations related to soil and groundwater conditions at the borings.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Any additional amounts paid to the Professional as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. Additional services we can provide include, but are not limited to, the

following:

Task A1: Survey Subconsultant North of 518

If required and upon written direction from Client, Professional will provide survey per Task 5 for the area north of FM 518 (W Main Street) to Clear Creek.

Task A2: Land Acquisition Assistance

If required and upon written direction from Client, Professional will provide land acquisition services including preparation of survey documents suitable for use in property negotiation. Professional, through their survey sub-consultant, will provide maps, metes and bounds descriptions, locations of major improvements in each subject property, boundary survey plat, and setting of property corners. Professional, through their property sub-consultant, will provide title research and abstracting, and title report. Client will provide negotiation effort with property owners including right-of-entry to private property.

Task A3 to A6: Environmental Permit Assistance

If required and upon written direction from Client, Professional will provide environmental permit assistance for studies required by the USACE for the Individual Permit. Potential study activities include: Level 2 Stream Assessment Permit, Archaeological / Cultural Resources Study, Endangered Species Study, or Wetland Mitigation Assistance. The specific scope, fee, and level of effort will vary based on comments from the USACE.

Professional Services on an Hourly Basis

If required and upon written direction from Client, Professional will provide the following services:

- Sampling, testing, or analysis beyond that specifically included in the Scope of Services.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project beyond that specifically included in the Scope of Services. Professional will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project.
- Assisting Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Professional on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.



FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1 through 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Upon written authorization, Kimley-Horn will perform the scope of services under the additional services tasks on an hourly basis and will be billed based on the attached Standard Rate Schedule. Based on current information, Kimley-Horn estimates that labor fees will be approximately the amount listed above. Actual fees may be less or more than the estimates.

Task 1: Hydrologic and Hydraulic Modeling.....	\$124,700
Task 2: Permit Application Assistance	\$186,000
Task 3: Public Presentations	\$43,100
Task 4: 30% Design.....	\$75,700
Task 5: Survey Subconsultant	\$154,200
Task 6: Geotechnical Subconsultant.....	\$74,000
Total Fee	\$657,700

Additional Services, Upon Authorization	
Task A1: Survey Subconsultant North of FM 518	\$56,400
Task A2: Land Acquisition Assistance (two parcels).....	\$6,600
Task A3: Level 2 Stream Assessment Permit	\$76,200
Task A4: Archeological / Cultural Resources for IP	\$60,100
Task A5: Endangered Species Study for IP	\$40,500
Task A6: Wetland Mitigation Coordination.....	\$26,700
Total Fee	\$924,200

Fees will be invoiced monthly upon the percentage of services completed or actual services performed. Payment will be due within 25 days of the date of the invoice.

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting the attached schedule. Times for performance shall be extended as necessary for delays due to circumstances that Kimley-Horn does not control. Kimley-Horn shall not be liable for or be deemed in breach because of delays caused by any factor outside of its reasonable control.

To comply with section 5 of the attached terms related to time critical items, and based on receiving a notice to proceed from the City on or before October 15, 2019, the Professional will meet the following schedule:

- Submit draft Hydrologic and Hydraulic Modeling Study by Wednesday April 1, 2020.
- Submit draft USACE permit Application by Wednesday July 15, 2020.
- Submit 30% design deliverable by Wednesday September 23, 2020.

The scope as outlined above for this project could take up to 3 years to complete with permitting being the primary factor driving the schedule. While some phases of this project can overlap, it is not uncommon for:

- a Level 1 Stream Assessment to take 4 to 6 months to obtain,
- a Level 2 Stream Assessment is up to a 1-year process.
- Individual Permits can take up to 24 months to obtain. If the project can fall under either NWP3 or NWP41, then the time needed to acquire the permit would be reduced to 6 to 9-month timeframe.

This scope assumes a 24-month timeframe for USACE permitting, but a time extension could be required due to the actual time associated with the agency processing of permits.



Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rates)

Senior Professional I	\$245 - \$275
Senior Professional II	\$190 - \$250
Professional	\$175 - \$210
Analyst	\$120 - \$185
Senior Technical Support	\$115 - \$180
Technical Support	\$70 - \$125
Support Staff.....	\$75 - \$125

Effective through June 30, 2023.



Geotechnical Engineering • Construction Materials Testing & Inspection

July 1, 2019

Mr. Mike Shelton
Kimley-Horn
11700 Katy Freeway, Suite 800
Houston, Texas 77079

Re: GES Proposal No. P19-0277
Geotechnical Investigation
League City Drainage Improvements
League City, Texas

Dear Mr. Shelton

Gorrondona Engineering Services, Inc. (GES) is pleased to offer this proposal for a geotechnical investigation for the referenced project. We prepared this proposal based on information provided.

Project Location: The project sites are located in the vicinity of I-45 and West Main Street in League City, Texas.

Project Description: The project consists of the following proposed improvements:

- Three drainage improvement alignments (totaling approximately 24,000 LF with maximum depth less 12-feet), and
- Four detention ponds (pond depth less than 12-feet deep).

Assumptions: Our proposal assumes and is based upon the following:

- **The site is readily accessible;**
- **The site DOES NOT require clearing for boring access;**
- **The project WILL NOT follow HCFCD requirements;**
- **Bayou improvement profiles (height, slope, length, etc.) and survey topographic information will be provided by the client prior to us performing a detailed slope stability analysis;**
- **The boring locations can be accessed by a buggy-mounted drilling rig; and**
- The boring locations are not covered by concrete.

Mr. Mike Shelton
GES Proposal No. P19-0277
July 1, 2019
Page 2 of 4

FIELD INVESTIGATION

The proposed field investigation includes:

No. of Borings	Depth per Boring (feet)	Location
13	30	In the area of the proposed detention pond.
35	30	Along the alignments of the proposed drainage improvement (1 boring every 750 LF).

Forty-eight borings totaling 1,440 feet of drilling are included in this scope of work.

Field personnel will drill the borings using the equipment stated in our assumptions. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. GES will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. The report will address:

- soil and groundwater conditions encountered at the boring locations;

Mr. Mike Shelton
GES Proposal No. P19-0277
July 1, 2019
Page 3 of 4

- detention basin recommendations;
- drainage channel recommendations;
- analysis of the stability of the slopes and erosion protection;
- underground utilities related recommendations, including dewatering; excavation/backfill; utility trench shoring, bracing and bedding recommendation;
- earthwork recommendations, including material and compaction requirements; and
- construction considerations related to soil and groundwater conditions at the borings.

COST OF SERVICES

Based on the scope of services described above, we propose a lump sum fee of **\$69,699.00** for the geotechnical investigation phase of the project. A detailed cost estimate is attached. This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

PROJECT SCHEDULE

We plan to initiate these studies within five working days of receipt of notice-to-proceed and anticipate that 11 to 12 working days will be required to complete the field investigation (weather conditions permitting). You will receive the final report approximately 15 working days following completion of field operations. If you require a delivery time frame other than that presented above, please advise us at the time of completing the agreement so that we may make the appropriate adjustments in our schedule to accommodate your needs.

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site. Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, GES will contact the client to discuss accessibility options and associated fees.

Please sign and return one copy of the proposal where indicated below as your authorization to proceed. By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

Mr. Mike Shelton
GES Proposal No. P19-0277
July 1, 2019
Page 4 of 4

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed work scope. We look forward to working with you on the project.

Respectfully submitted,
Gorrdona Engineering Services, Inc.



Faisal A. Samoo, P.E.
2019.07.01 09:39:35 -05'00'

Faisal A. Samoo, P.E.
Engineering Department Manager

GORRDONA ENGINEERING SERVICES, INC. - TEXAS ENGINEERING FIRM REGISTRATION NO. F-17076

Attachments: Cost Estimate, Terms and Conditions

PROPOSAL ACCEPTED BY:

Signature

Date

Printed Name

Company

Title

GEOTECHNICAL INVESTIGATION AND ENGINEERING COST ESTIMATE				
Prepared by Gorrondona Engineering Services, Inc.				
GES Proposal No.:	P19-0277			
Proposal Date:	July 1, 2019			
Project:	League City Drainage			
Location:	League City, Texas			
PLANNING (One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	\$260.00	Hour		\$ -
Area Manager/Principal Engineer	\$190.00	Hour		\$ -
Engineering/CMT Manager	\$170.00	Hour		\$ -
Senior Project Engineer	\$145.00	Hour		\$ -
Project Engineer	\$122.00	Hour		\$ -
Staff/Field Engineer	\$100.00	Hour	6	\$ 600.00
Administrative	\$60.00	Hour		\$ -
Lane Closure Permit	\$700.00	LS		\$ -
Planning Subtotal:				\$ 600.00
FIELD (Borings, Corings, Piezometers)				
Item	Unit Rate	Unit	Quantity	Cost
Vehicle (Pickup Truck)	\$45.00	Trip	11	\$ 495.00
Field Soil Technician	\$70.00	Hour	110	\$ 7,700.00
Staff/Field Engineer	\$100.00	Hour	12	\$ 1,200.00
Senior Project Engineer	\$145.00	Hour		\$ -
Labor Per Diem	\$170.00	Day		\$ -
Traffic Control	\$1,500.00	Day		\$ -
Concrete Coring Setup	\$100.00	LS		\$ -
Concrete Coring	\$70.00	Hour		\$ -
Truck Drilling Rig Mobilization	\$4.50	Mile		\$ -
Truck Standard Drilling (0-50 ft) - Soil	\$14.00	Foot		\$ -
Truck Standard Drilling (51-100 ft) - Soil	\$16.00	Foot		\$ -
Truck TxDOT Drilling (0-50 ft) - Soil	\$17.00	Foot		\$ -
Truck TxDOT Drilling (51-100 ft) - Soil	\$19.00	Foot		\$ -
ATV Drilling Rig Mobilization	\$2,000.00	Mile	1	\$ 2,000.00
ATV Standard Drilling (0-50 ft) - Soil	\$16.00	Foot	1440	\$ 23,040.00
ATV Standard Drilling (51-100 ft) - Soil	\$18.00	Foot		\$ -
ATV TxDOT Drilling (0-50 ft) - Soil	\$19.00	Foot		\$ -
ATV TxDOT Drilling (51-100 ft) - Soil	\$21.00	Foot		\$ -
Rock Coring Set Up	\$100.00	Hole		\$ -
Drilling - Soft Rock	\$20.00	Foot		\$ -
Drilling - Hard Rock	\$30.00	Foot		\$ -
Drill Crew Per Diem	\$350.00	Day		\$ -
Hand Auger Equipment Charge	\$50.00	Day		\$ -
Photoluminescence Detector	\$100.00	Day		\$ -
TCP Tests	\$25.00	Each		\$ -
Piezometer (in existing boring)	\$14.00	Foot		\$ -
Borehole Grouting	\$6.00	Foot		\$ -
Sample Shipping	\$50.00	LS		\$ -
Steam Cleaner	\$350.00	Day		\$ -
Field Supplies	\$20.00	LS		\$ -
Field Subtotal:				\$ 34,435.00
LABORATORY (Classification, Strength, Consolidation/Swell Potential)				
Item	Unit Rate	Unit	Quantity	Cost
Senior Project Engineer (Lab Assignments)	\$145.00	Hour		\$ -
Project Engineer (Lab Assignments)	\$122.00	Hour	4.5	\$ 549.00
Moisture Content / Classification	\$6.00	Each	216	\$ 1,296.00
Atterberg Limits	\$30.00	Each	144	\$ 4,320.00
- No. 200 Sieve	\$30.00	Each	144	\$ 4,320.00
Soil Unit Weight	\$10.00	Each		\$ -
Unconfined Compression	\$25.00	Each		\$ -
UU Triaxial	\$40.00	Each	72	\$ 2,880.00
Swell	\$25.00	Each		\$ -
CBR	\$200.00	Each		\$ -
Consolidation	\$300.00	Each		\$ -
Crumb Test	\$33.00	Each	45	\$ 1,485.00
Double Hydrometer	\$150.00	Each	45	\$ 6,750.00
Sulfates	\$40.00	Each		\$ -
Other Chemical Analysis	\$0.00	LS		\$ -
Laboratory Subtotal:				\$ 21,600.00
BORING LOG PREPARATION				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	\$260.00	Hour		\$ -
Area Manager/Principal Manager	\$180.00	Hour		\$ -
Engineering/CMT Manager	\$170.00	Hour		\$ -
Senior Project Engineer	\$145.00	Hour		\$ -
Project Engineer	\$122.00	Hour	24	\$ 2,928.00
Staff Engineer	\$94.00	Hour		\$ -
Administrative	\$51.00	Hour		\$ -
Boring Log Preparation Subtotal:				\$ 2,928.00
ANALYSIS AND REPORT				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	\$230.00	Hour	6	\$ 1,380.00
Area Manager/Principal Engineer	\$190.00	Hour		\$ -
Engineering/CMT Manager	\$170.00	Hour		\$ -
Senior Project Engineer	\$145.00	Hour	20	\$ 2,900.00
Project Engineer	\$122.00	Hour	48	\$ 5,856.00
Staff Engineer	\$100.00	Hour		\$ -
Administrative	\$60.00	Hour		\$ -
Overnight Shipping (for Hard Copies)	\$40.00	LS		\$ -
Report Supplies (for Hard Copies)	\$20.00	LS		\$ -
Analysis and Report Subtotal:				\$ 10,136.00
PROJECT TOTAL:				\$ 69,699.00

Estimate Notes: Field work includes 48 borings at 30-feet, totaling 1440-feet. Estimate is valid for 90 days from the proposal date shown above.

TERMS AND CONDITIONS

SECTION 1: PARTIES AND SCOPE OF WORK: Gorrondona Engineering Services, Inc. (hereinafter referred to as "GES") shall include said company or its particular division, assigns, successors, subsidiary or affiliate performing the work. "Work" (whether such term is capitalized or not) means the specific geotechnical, analytical, testing or other service to be performed by GES as set forth in GES's proposal and these Terms and Conditions. Additional work ordered by Client shall also be subject to these Terms and Conditions. "Client" refers to the person or business entity ordering the work to be done by GES. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these Terms and Conditions to each and every third party to whom Client transmits any part of GES's work. GES shall have no duty or obligation to any third party greater than that set forth in GES's proposal, Client's acceptance thereof and these Terms and Conditions. The ordering of work from GES, or the reliance on any of GES's work, shall constitute acceptance of the terms of GES's proposal and these Terms and Conditions, regardless of the terms of any subsequently issued document. If unexpected site conditions are discovered, the scope of work may require additional services even as the work is in progress. GES will provide these additional services at its normal schedule rate. Initiation of services by GES for client will automatically invoke and be performed subject to these Terms and Conditions. GES's duties and obligations for any Work performed is to Client only. If Client chooses to charge any third party for any work performed hereunder, Client is solely responsible for assessing such charges against said third parties. GES assumes no duty or obligation to pursue such charges against any third party other than Client and Client remains solely responsible to GES, regardless of the reimbursable or non-reimbursable status of the charges.

SECTION 2: ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for GES to perform the work. GES shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GES has not included in its fee the cost of restoration of damage which may occur and shall have no obligation to perform any such restoration work. If Client desires or requires GES to restore the site to its former condition, upon written request GES will perform such additional work as is necessary to do so and Client agrees to pay to GES for the cost.

SECTION 3: TEST AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed others to be timely and properly performed in accordance with the plans, specifications and contract documents and GES's recommendations. Any re-testing, if deemed necessary by GES, or testing due to cancellation of scheduled tests not due to the fault of GES, are outside the scope of work hereunder and will be provided to Client for an additional charge at GES's normal rates. No claims for loss, damage or injury shall be brought against GES by Client or any third party unless all tests and inspections have been so performed and unless GES's recommendations have been exactly followed. Client agrees to indemnify, defend and hold GES, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GES's recommendations are not so followed.

SECTION 4: CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised GES of any known or suspected hazardous materials, utility lines and pollutants at any site at which GES is to do work hereunder, and unless GES has specifically assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GES harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, incurred as a result of personal injury, death or property damage resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not specifically revealed to GES by Client.

SECTION 5: RESPONSIBILITY: GES's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. GES shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. GES's work or failure to perform same shall not in any way excuse any contractor, subcontractor, laborer or supplier from performance of its work in accordance with the contract documents. GES has no right or duty to stop any contractor's work.

SECTION 6: SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of GES's report to Client.

SECTION 7: PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay GES's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and attorney's fees. GES shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GES waives any rights to a mechanics' lien, or any provision conditioning GES's right to receive payment for its work upon payment to Client by any third party. These Terms and Conditions are notice, where required, that GES intends to file a lien to collect past due amounts. Client agrees to provide GES, upon request, all information necessary for GES to file its lien, including, but not limited to, a legal description of the property upon which the work was performed. Failure to make payment within 30 days of invoice shall constitute an irrevocable final release of GES from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

SECTION 8: WARRANTY: GES'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL AND THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS SERVICES, GES WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN GES REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD GES OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT, AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON GES'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF GES, IT'S OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO GES FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT GES'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST FROM CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF GES'S LIABILITY TO \$250,000.00 BY AGREEING TO PAY GES A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 10% OF THE TOTAL FEE TO BE CHARGED FOR GES'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY ACCEPTED BY GES. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY GES IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT REGARDLESS OF THE NUMBER OF CLAIMS OR CAUSES OF ACTION ARISING OUT OF THE WORK. CLIENT WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES AGAINST GES ARISING OUT OF OR RELATING TO THE WORK.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST GES, ARISING FROM OR RELATED TO GES'S WORK, MORE THAN TWO YEARS AND ONE DAY AFTER THE CESSATION OF GES'S WORK HEREUNDER. LIMITATIONS ON LIABILITY AND INDEMNITIES IN THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES VOLUNTARILY AND KNOWINGLY ENTERED INTO, AND SHALL APPLY TO ALL THEORIES OF RECOVERY INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, EXCEPT FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THE PARTIES ALSO AGREE THAT CLIENT WILL NOT SEEK DAMAGES IN EXCESS OF THE LIMITATIONS INDIRECTLY THROUGH SUITS WITH OTHER PARTIES WHO MAY JOIN GES AS A THIRD-PARTY DEFENDANT. PARTIES MEANS CLIENT AND GEOTECHNICAL ENGINEER AND THEIR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND SUBCONTRACTORS.

Magnolia Creek and Cedar Gully Erosion Improvements

September 2019

Attachment B: Geotechnical Sub Scope

SECTION 9: HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring GES to assume the status of an owner, operator, generator, storer, transporter, creator, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. It shall be the duty of the owner, the client, or their representative to advise GES of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which GES may be provided or obtain performing its Work or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by GES employees, agents or subcontractors. If GES observes or suspects the existence of unanticipated hazardous materials during the course of its Work, GES may at its option terminate further work on the project and notify Client of the condition. Work will be resumed only after a renegotiation of scope of services and fees. GES does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its Work.

SECTION 10: HAZARDOUS MATERIALS INDEMNITY: The Client acknowledges that GES has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against GES and agrees to indemnify and save GES, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures, regardless of whether such exposure was allegedly arising out of or related to GES's performance of services hereunder.

SECTION 11: TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GES shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of GES required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 12: PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these Terms and Conditions be enforced as written. In the event any of the provisions of these Terms and Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

SECTION 13: ENTIRE AGREEMENT: These Terms and Conditions and GES's proposal constitute the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

SECTION 14: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GES as instruments of service, shall remain the property of GES unless there are other written agreements to the contrary.

SECTION 15: ASSIGNS: Client may not delegate, assign, subcontract or transfer its duties (including payment) or interest in this agreement without the written consent of GES.

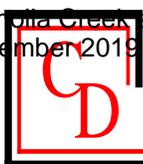
SECTION 16: INDEMNIFICATION: To the fullest extent permitted by applicable law, Client expressly agrees to defend (at Client's expense and with counsel acceptable to GES), indemnify, and save and hold harmless GES and all of its officers, directors, shareholders, employees, agents, successors, predecessors and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, or alleged to be connected with, the Client's property or work being performed on Client's property by GES or by persons or entities other than GES,

or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the Client or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING, WITHOUT LIMITATION, INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF GES AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CLIENTS, OR SUPPLIERS; BUT EXCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE SOLE NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT OF GES. The indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Client under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Client or of any third party to whom Client may subcontract any work.

SECTION 17: COSTS AND TENDERING OF INDEMNIFICATION DEFENSE: The indemnities agreed to by Client herein expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation or arbitration whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of GES is maintained by GES or assumed by Client. GES in its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Client the defense of any or all of the indemnified claims. Upon such tender by GES to Client, Client shall be bound and obligated to assume the defense of GES in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of the indemnified claims without reimbursement from GES. It is understood and agreed by Client that if GES tenders the defense of an indemnified claim to Client and Client fails or neglects to assume the defense thereof, GES may compromise and settle or defend any such suit or action, and Client shall be bound and obligated to reimburse GES for the amount expended by it in settling or compromising any such claim, or in the amount expended by GES in paying any judgment rendered therein, together with all reasonable attorneys' fees and cost of litigation incurred by GES by reason of its defense, settlement or compromise of such indemnified claims.

SECTION 18: COLLECTION OF AMOUNTS OWED TO GES: In the event that Client owes any amount to GES, whether under this Agreement or otherwise, Client agrees to GES's employment of whatever collection methods it deems reasonable and expedient, including but not limited to garnishment (pre and post judgment), sequestration, attachment or any other legal method. Client agrees to waive any and all bond requirements associated therewith. Client agrees to pay all costs of collection, including attorney's fees.

SECTION 19: NOTICE: All notices required under this Agreement shall be sent via certified mail return receipt requested to the address set forth in the proposal, via facsimile number listed on the proposal or via hand delivery to the office set forth on the proposal. Verbal notification to GES will not satisfy the notice requirements herein. To the extent any notice provision of these Terms and Conditions violates applicable law in that it is too strict or restrictive, the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.



C. L. DAVIS & COMPANY
LAND SURVEYING
1500 Winding Way
Friendswood, Texas 77546
281.482.9490
FAX 281.482.1294 - FIRM NO. 10082000
cldavis@cldaviscompany.com

April 29, 2019
REVISED: July 2, 2019
REVISED: September 16, 2019

Kimley-Horn
Mr. Mike Shelton, AICP, PE
11700 Katy Freeway, Suite 800
Houston, Texas 77079

**Re: City of League City Drainage Improvement Project 2019-
Magnolia Creek and Cedar Gully Erosion Improvement
Proposal No.: 2019-049 (R-2)**

Dear Mr. Shelton:
Our proposal for land surveying services for the above referenced project is as follows:

BASE SERVICES:

PHASE 1: PRIMARY HORIZONTAL AND VERTICAL CONTROL

*1. Establish Horizontal Control based on North American Datum 1983 and
Vertical Control based on North American Vertical Datum
1988, 2001 Adjustment.....\$16,200.00*

**PHASE 2: ESTABLISH EXISTING DRAINAGE CORRIDOR
RIGHT-OF-WAY AND TOPOGRAPHIC & PARTIAL
UTILITY INVESTIGATION SURVEY ON THE
FOLLOWING AREAS**

*2. Magnolia Creek, Cedar Gully, and (6) Ponds generally located south of F.M. 518
(Area Shown as BLUE lines on attached exhibit)\$129,200.00*

Base Services Total.....\$145,400.00

Surveying the Great State of Texas for over 50 years

Mr. Mike Shelton, AICP, PE

Proposal No. 2019-049 (R-2)

April 29, 2019

REVISED: July 2, 2019

REVISED: September 16, 2019

Page 2

ADDITIONAL SERVICES:

- 3. *Establish existing drainage corridor right-of-way and Topographic Survey on Portion of Magnolia Creek to Clear Creek (Area shown as **RED** line on attached exhibit)*

Additional Services Total..... \$53,200.00

***Additional Services to prepare right-of-way Parcel Surveys on Tracts from 0.5 acre to 2 acres will be at a fee of \$2,400.00 per Parcel**

Any changes or revisions in the scope of the project after authorization to proceed will be billed on an hourly basis as described below:

- Principal \$225.00
- Registered Professional Land Surveyor (RPLS) \$150.00
- Technical/CAD \$110.00
- Three-man field crew \$185.00
- Data Collector \$40.00
- Clerical \$80.00

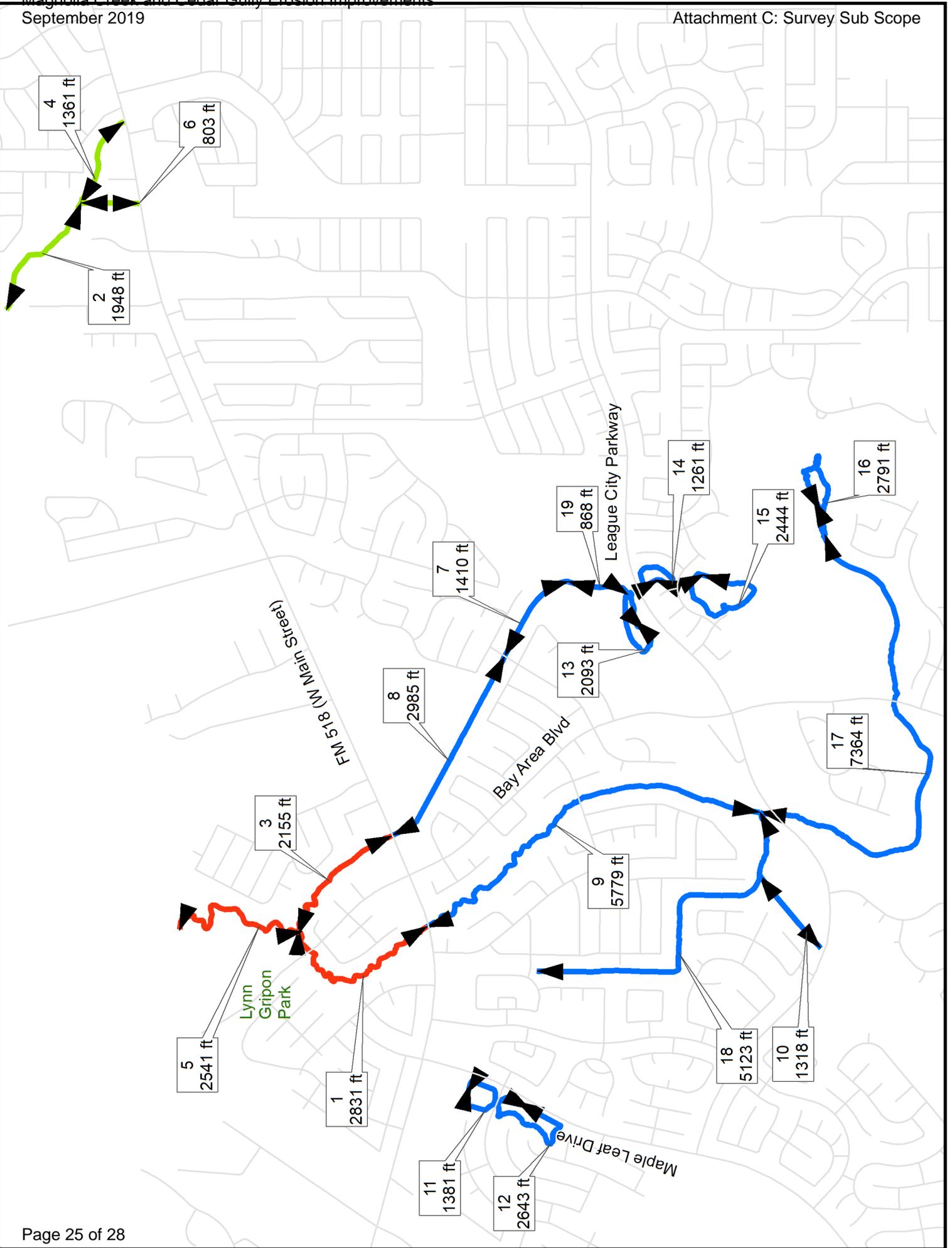
All surveying services are under the jurisdiction of the Texas Board of Land Surveying: 7701 North Lamar, Suite 400; Austin, Texas 78752; phone number: 512-452-9427. Any complaints about surveying services should be sent to the above address to the attention of Complaints Officer of the Board.

Thank you for the opportunity to submit this proposal and we look forward to working with you.
Sincerely,

C. L. Davis, R.P.L.S.

Mr. Mike Shelton Date
Kimley-Horn

Surveying the Great State of Texas for over 50 year



City of League City – Magnolia Creek and Cedar Gully Erosion Improvements
Proposed Project Schedule

	2019				2020				2021				2022				2023			
	Q3	Q4	Q1	Q2	Q3	Q4														
Notice To Proceed: Before September 30, 2019																				
Hydrologic and Hydraulic Modeling																				
USACE Permitting																				
Aquatic Resources Delineation																				
Functional Assessment																				
Individual Permit																				
Design																				
30% Plans																				
60% Plans and Project Manual																				
90% Plans and Project Manual																				
Construction Documents																				
Issue Final Plans & Project Manual																				
Bid Phase																				
Advertisement																				
Pre-Bid Meeting																				
Bid Opening																				
Contract Execution																				
Construction																				
Pre-Construction Meeting																				
Drainage Improvements																				
Substantial Completion Punch List																				
Final Completion																				



City of League City, Texas
Magnolia Creek and Cedar Gully Erosion Improvements



Project Information: **Jul. 03, 2019**

Name: League City Erosion Improvements
Limits: Magnolia Creek and Cedar Gully (south of Main Street)

Opinion of Probable Construction Cost					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	MOBILIZATION (5%)	1	LS	\$ 207,000	\$ 207,000
2	CHANNEL IMPROVEMENTS	3.2	MI	\$ 1,200,000	\$ 3,840,000
3	POND OUTLET ADJUSTMENTS	6	EA	\$ 50,000	\$ 300,000
Subtotal:					\$ 4,347,000
Construction Contingency:				30%	\$ 1,304,100
Construction Cost TOTAL:					\$ 5,651,100

Assumptions / Notes:

1. This Opinion of Probable Construction Cost (OPCC) is not based on design.
2. This OPCC is based on pricing from TxDOT and engineering judgment. Inflation is not accounted for.
3. This OPCC is not intended to serve as a comprehensive and complete analysis of development and construction costs.
4. Any items not specifically noted in this OPCC shall be added by the Client.
5. Construction management and SWPPP inspection fees are not included.
6. This OPCC does not include landscaping other than vegetation removal.
7. This estimate does not include environmental reports or wetlands determinations.
8. This estimate does not include capacity improvements to existing channel crossings (bridges, etc...).
9. Kimley-Horn and Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding, or market conditions. Any and all professional opinions as to costs reflected herein, including but not limited to professional opinions as to the costs of construction materials, are made on the basis of professional experience and available data. Kimley-Horn and Associates, Inc. cannot and does not guarantee or warrant that proposals, bids, or actual costs will not vary from the professional opinions of costs shown herein.

Magnolia Creek and Cedar Gully Erosion Improvements



Geospatial map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of the property boundaries.

