



October 18, 2016

Ms. Candace Blalock  
Project Manager  
City of League City  
500 West Walker  
League City, Texas 77573

**RE: Revised Proposal for Professional Engineering Services  
Dickinson Avenue Reconstruction Project (RE 1702C)  
From E. Walker to F.M. 646**

Dear Candace:

Binkley & Barfield, Inc. (BBI) is pleased to submit this revised proposal to the City of League City for the Dickinson Avenue Reconstruction Project (RE 1702C) from E. Walker to F.M. 646.

The scope of this project includes approximately 2.15 miles of pavement reconstruction, water line and sanitary sewer line replacement within the right-of-way (ROW), and drainage improvements. The typical cross section for the proposed improvements will be 2 - 12' travel lanes with a 10' multi-use trail. Drainage ditch and utility improvements will be designed within the existing ROW, if possible. Existing pavement under S.H. 96 will be examined to determine if replacement is needed. Left turn lanes will be added at the intersections of E. Walker and F.M. 646. BBI will investigate an additional left turn lane at the entrance to Hometown Heroes Park. It is assumed that storm water detention will be designed for the tract located to the northeast of S.H. 96 and Dickinson Ave. An allowance for a stormwater pumping station for the proposed detention pond is included in this proposal, if needed.

Two (2) design packages may be produced depending on the overall cost and land acquisition requirements. One (1) design package would extend from E. Walker to S.H. 96 and the other would be from S.H. 96 to F.M. 646.

#### **SCOPE OF SERVICES:**

This project will consist of preliminary phase, final design phase, bidding phase, and construction phase services. The scope of work associated with the project is as follows:

##### **I. Design Phase Services**

###### **a. Preliminary Design Phase Services**

BBI will provide preliminary design services which will consist of the following:

1. Conduct a kickoff meeting with the City of League City.
2. Retrieve and review previous design work, water, sanitary sewer and storm sewer block maps, LIDAR, O & M records, geotechnical reports, and private utility records for the designated streets. Coordinate with private utility companies as part of the data collection efforts. League City will provide record drawings to BBI covering previous work along the project route.
3. Perform a site visit of the designated project area.
4. Assess all potential right-of-way conflicts.
5. Prepare a Preliminary Engineering Letter Report (30% Submittal) summarizing the findings of the data collection, field investigation, and analysis. Proposed improvements will be shown on plan and profile drawings, as required. Recommendations with a 30% level construction cost estimate will be presented within the report.
6. Meet with the City staff to discuss the City's review comments. Meeting minutes will be published and decisions documented.

**b. Final Design Phase Services**

After acceptance of the PELR, BBI will proceed with the final engineering design, preparation of contract documents and technical specifications for the proposed paving, drainage, and utility improvements. A 70% and a 90% submittal will be the deliverables for this phase.

1. Prepare Storm Water Pollution Prevention Plan drawings and details.
2. Prepare traffic control plans for the proposed improvements in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
3. Prepare quantity take-offs and an opinion of probable construction cost for the proposed improvements at 70% and 90% milestones. The deliverables for the 70% milestone shall only include the plan and profile sheets as well as a 70% level construction cost estimate.
4. The technical specifications, contract documents, plans, and construction cost estimate shall be included with the plans for the 90% submittal.
5. BBI will include the standard City of League City detail sheets for water, sanitary sewer, paving, and storm sewer, as applicable.

6. All geometric design shall be in conformance with the applicable City standards, applicable Harris County standards, and TMUTCD.
7. Consult with the City and affected private utility companies to define and clarify the project requirements and available related data.
8. Attend monthly progress meetings with the City of League City.
9. Coordinate with approval agencies, stakeholders, utility owners, as needed to facilitate review and approval of the construction documents.
10. Prepare for and attend monthly project status meetings with the City.
11. It is assumed that the plans are to be reviewed in accordance with Texas Architectural Barriers Project Registration (TABPR) guidelines. We will submit the drawings to a state licensed reviewer for review and approval. We will prepare the TABPR application and estimate the review fee. We will submit the completed application and a set of construction drawings to the reviewer for review and approval. We will coordinate with the reviewer to address comments. Once all comments have been cleared, the project will be registered with the Texas Department of Licensing and Regulations (TDLR). The application fee along with any review fee(s) required by the TDLR is as a subcontractor fee.
12. Deliverables shall include construction documents submitted to the City at the 70% and 90% milestones for review, comments, and approvals. The final (100%) drawings will include the City's markups from the 90% submittal.
13. The front-end contract documents will be supplied by BBI and standard BBI and/or City of League City specifications will be incorporated.

**c. Bidding Phase Services**

The project will require a public bid for the construction of any improvements at the project locations. To comply with applicable rules and regulations related to the public bid process, we will perform the following services:

1. Utilize Civcast for plan distribution.
2. BBI will answer contractor's questions and issue addendums as appropriate to clarify, correct, and/or change the bidding documents.



3. BBI will attend the pre-bid conference.
4. We will review the bids, prepare the bid tabulation and recommend award to the City.
5. Bidding and negotiation phase will be considered complete upon commencement of the construction phase.

## **II. Construction Phase Services**

### **a. Construction Administration**

We will provide construction administration services:

1. Attend pre-construction meeting.
2. Review the construction submittals and shop drawings.
3. Review contractor pay estimates and coordinate findings with the City.
4. Provide periodic site visits during construction (one visit per month).
5. Assist in the coordination of required laboratory testing provided by others, if needed.
6. Issue clarifications and interpretations to the Contract Documents as appropriate through the RFI process.
7. Prepare change orders, if necessary.
8. Attend the initial and final walkthroughs with the contractor and City officials and prepare punch list items.
9. BBI will prepare record drawings for the project based on "red lined" drawings and information provided by the Contractor. We will furnish one set of printed "Record Drawings" to the City. We will also provide an electronic version of the record drawings for their permanent records.

## **III. Subcontractor Services**

BBI will provide the following subcontractor services:

a. Surveying

Perform a detailed topographical survey for the project identifying the evident rights-of-way. Baseline Corp. shall establish surveying limits based on the best available information. This shall include a limit of 150 feet within the existing right-of-way in each direction for all intersections. An allowance for the preparation of metes and bounds descriptions and exhibits for ten (10) ROW parcel acquisitions is included. These parcels will be identified in the design phase.

b. Geotechnical Investigation

Terracon will perform a geotechnical investigation.

c. Phase I ESA

Terracon will perform a Phase I Environmental Site Assessment for the project limits. This work is needed for potential land acquisition. In addition, a price for a Natural/Cultural Resources Assessment is included, if needed.

d. Urban Forestry

C.N. Koehl Urban Forestry, Inc. will provide tree protection plan sheets, details, and notes for the project limits.

e. TDLR Review

Otten Consulting Group will provide ADA review and submit plans to the TDLR for approval.

**IV. Exclusions:**

All services not specifically listed herein are excluded from this proposal and our scope of work. Any scope items not specifically listed that the City of League City would like to add can be performed on an hourly basis per the attached Billable Rate Sheet.

**V. Supporting Documents Attached**

Please find attached the following supporting documents:

- a. Billable Rates
- b. Project Schedule
- c. Manhour Estimate
- d. Copies of Subconsultant Proposals



## VII. Summary of Fees

The lump sum fees associated with each project phase are as follows:

Preliminary Engineering Letter Report (30% Submittal):	\$ 82,616
Design Phase (70% and 90% Submittals):	\$ 392,453
Bidding Phase:	\$ 25,015
Construction Administration:	\$ 108,577
Additional Services:	
Topographical Survey and Allowance for 10 ROW Parcel Acquisitions (Baseline Corp)	\$140,750
Geotechnical Investigation (Terracon)	\$ 16,200
Environmental Services (Terracon)	
Phase I Environmental Site Assessment (ESA)	\$ 8,500
Natural/Cultural resources Assessment	\$ 9,000
Traffic Control Plan	\$ 26,916
SWPPP	\$ 8,522
Public Meeting (1)	\$ 5,095
Tree Protection Plan and Details (CN Koehl Urban Forestry )	\$ 9,010
TDLR Review (Otten Consulting Group)	\$ 2,000
Allowance for Storm Water Pumping Station at Proposed Detention Pond (Only as Approved by League City)	\$ 50,684
No Impact Analysis Report – Dickinson Bayou	\$ 22,826
Subsurface Utility Engineering (6 Test Holes)	\$ 14,700
Subtotal Additional Services:	\$ 314,203
Reimbursable Expenses:	\$ <u>1,000</u>
<b>Total Fee:</b>	<b>\$ 923,864</b>

## VIII. Project Schedule

The duration for the scope identified for this project is shown on the attached schedule.

The Engineer's agreement with the Owner will be based on the City of League City's standard Professional Services Agreement.

Please call should you have any questions. Thank you again for selecting Binkley & Barfield, Inc. for this assignment and we look forward to working with the City of League City.



Sincerely,

**Binkley & Barfield, Inc.**  
**Consulting Engineers**

A handwritten signature in blue ink that reads "Todd Calvin".

Todd Calvin, P.E.  
Vice President – Public Infrastructure

Attachments

cc: David Hamilton, P.E., Senior Vice President

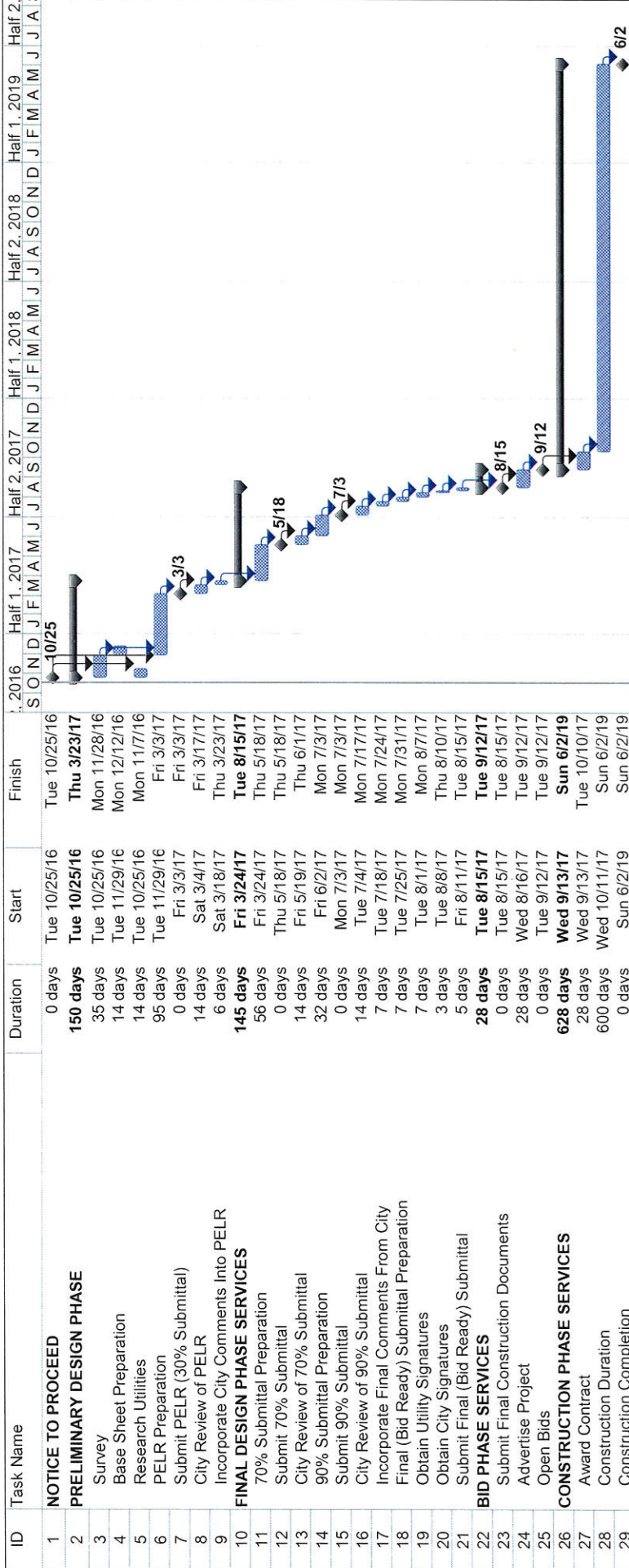


**Binkley & Barfield, Inc.**  
Billable Fee Schedule  
Effective 2016

<b><u>CLASSIFICATION</u></b>	<b><u>2016 BILLABLE RATES</u></b>
Principal (Eng. VII)	\$231.00
Sr. Project Manager (Eng. VI)	\$218.25
Project Manager (Eng. V)	\$185.00
Structural Engineer	\$185.00
Project Engineer (Eng. IV)	\$155.00
Process/Civil/Engineer	\$155.00
Electrical & Instrumentation Engineer	\$155.00
Associate/Staff Engineer (Eng. III)	\$132.00
Graduate Engineer (EIT)	\$105.00
Crew - 2 man	\$176.00
Sr. Designator	\$105.00
Designator	\$90.00
Production Manager	\$205.00
Production Technician	\$80.00
Sr. Electrical Designer	\$136.00
Sr. CADD/Designer	\$129.00
CADD/Designer	\$116.00
CADD Technician	\$95.00
Sr. Clerical / Sr. Administrator	\$78.75
Clerical / Administrator	\$72.00
3D Modeling (Per day)	\$750.00



# CITY OF LEAGUE CITY DICKINSON AVE. RECONSTRUCTION PROJECT PROJECT SCHEDULE



Task	Inactive Task	Manual Summary
Split	Inactive Task	Start-only
Milestone	Inactive Milestone	Finish-only
Summary	Inactive Summary	Progress
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	
External Milestone	Manual Summary Rollup	



September 29, 2016

Mr. Todd Calvin  
Binkley & Barfield, Inc.  
1704 Seamist Drive  
Houston, TX 77008

**Re: Proposal for Professional Surveying Services  
Dickinson Avenue Right-of-Way Mapping  
From Walker Street to FM 646  
City of League City, Galveston County, Texas**

Dear Mr. Calvin:

Baseline Corporation (Baseline) appreciates the opportunity to provide this proposal to Binkley & Barfield, Inc. (Client) to perform surveying to support the widening of and improvements to Dickinson Avenue (Project). The Project is approximately 11,400 feet (2.15 miles) in length. The Union Pacific Railroad adjoins Dickinson Avenue on the west along the entire Project length. The Project Limits are Walker Street on the north and FM 646 on the south. There are approximately 10 intersecting side streets within the Project Limits. The topographic survey and cross sections described in the Scope of Services below will extend 150 foot along 9 of these intersecting side streets. On Beaumont Street, the topographic survey and cross sections will extend approximately 650 feet to its crossing of a drainage channel; the topographic survey shall include the bridge and the ditch shall be cross sectioned as well. This proposal is based on our meeting on September 29, 2016 and subsequent emails.

**Scope of Services:**

We have divided our Scope of Services into five (5) Phases as follows:

**1. Survey Control**

Baseline shall establish horizontal and vertical survey control along the length of the project. Control shall be set at approximate 800 foot intervals and will be placed where it will unlikely be disturbed during the construction phase of the project. Horizontal survey control will be established using GPS RTK methods. Vertical control will be established by digital leveling. Survey control shall be established horizontally and vertically relative to League City Engineering Department survey control. Survey control will also be tied to current FEMA vertical datum and a correlation factor will be provided. Signed and sealed Survey Control Sheets will be prepared for inclusion with the construction plans.

**2. Right of Way Surveying**

Baseline shall perform abstracting (deed research) to obtain the deeds, plats and easements for properties adjacent to the Dickinson Avenue right-of-way (ROW). The existing ROW shall be verified on the ground. A set of match lined ROW maps shall be prepared. The existing and proposed ROW lines, including all adjacent ownership information, dimensions, stationing and other relevant information shall be referenced within the ROW maps.

**3. Topographic Survey for Design**

Baseline shall perform a topographic survey of the Project. Services shall include the following:

- Obtain elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within and adjacent to the Project.
- Obtain cross sections for the project length at approximate 50 foot intervals. Cross sections shall extend 20 feet beyond the existing or proposed ROW.

- Locate buildings, major structures, and driveways within 40 feet outside the existing or proposed ROW.
- Contact "Texas811" to have utilities marked and flagged.
- Locate utilities within and adjoining the Site. The utilities shall be located and tied based on visual evidence.
- Obtain top, flow line elevations and pipe sizes on storm sewer lines, sanitary sewer lines, culverts, inlets and drainage structures.
- Survey control shall be shown and labeled on the topographic survey with coordinate values and elevations. Temporary benchmarks shall be established throughout the Project Limits and referenced on the topographic survey.

#### **4. Acquisition Parcel Surveys/Maps**

Ten (10) boundary surveys and metes and bounds descriptions shall be prepared for additional ROW acquisition/widening. The existing and proposed ROW lines, including all adjacent ownership information, dimensions, stationing and other relevant information shall be referenced within the ROW maps. Additionally, separate parcel plat exhibit maps for these 10 acquisition parcels shall be prepared.

#### **5. Surveying League City Easement for Linear Detention**

Baseline shall perform abstracting (deed research) to obtain the deed for the League City drainage easement west of the Union Pacific Railroad and north of League City Parkway. The existing easement shall be verified on the ground. Obtain the location and cross sections at approximate 50 foot intervals of the existing channel. Obtain top, flow line elevations and pipe sizes on any storm sewer lines, culverts, inlets and drainage structures within the easement.

All survey deliverables shall be prepared in AutoCAD Civil 3D 2017. Electronic files and hard copies, including pdf files of all deliverables shall be provided to the Client.

#### **Compensation:**

The above Scope of Services shall be completed for the lump sum fees below:

1. Survey Control and Mapping	\$11,800
2. Mapping of Existing Dickinson Ave. ROW	\$57,100
3. Topographic Survey and Cross sections	\$35,100
4. Ten (10) Acquisition Parcel Surveys/Maps	\$32,000
5. <u>Surveying League City Easement for Linear Detention</u>	<u>\$4,750</u>
<b>Total</b>	<b>\$140,750</b>

#### **Additional Services**

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Construction Staking or staking the final proposed alignment (project baseline) on the ground.
2. Surveying outside the Project Limits referenced herein.
3. Boundary surveys and metes and bounds descriptions for additional ROW acquisition/widening in excess of the ten (10) set out in the Scope of Services above.
4. Additional field visits to locate utilities which were not visible or marked at the time the field surveys were performed.
5. Showing utilities or other information on the surveys, which are based on Record Drawings or As-built Drawings. Only visible utilities will be shown on the completed surveys.
6. Re-marking survey control after the field surveys are complete.



**Client Provided Services:**

Client shall provide to Baseline the following:

- 1) Right-of-entry within the sites.
- 2) Size (width) and location of the proposed parcels for proposed acquisitions.
- 3) Any documentation or other items that may aid Baseline in completing the work.

**Schedule:**

The Scope of Services above shall be completed within approximately one hundred twenty (120) calendar days from the date of authorization.

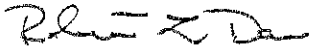
**Authorization:**

If this proposal meets with your approval, please return it by email and request Baseline to proceed with the work. If you have any questions or concerns, please call or email.

Sincerely,

**BASELINE CORPORATION**

Professional Surveyors



Robert L. Davis, RPLS  
Manager, Survey Operations



September 29, 2016

Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, Texas 77008

Attn: Mr. Todd Calvin, P.E.  
E: tac@binkleybarfield.com

Re: Cost Estimate for Geotechnical Engineering Services  
Dickinson Avenue Pavement and Utility Replacement  
League City, Texas  
Terracon Document No. P91165094

Dear Mr. Calvin:

Terracon Consultants, Inc. (Terracon) understands we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

## 1.0 PROJECT INFORMATION

Item	Description
Project locations	The site for pavement and utility replacement is the existing Dickinson Avenue from East Walker Street to FM 646. The site for the proposed detention pond is located north of the intersection of Dickinson Avenue and League City Parkway in League City, Texas.
Existing conditions <sup>1</sup>	Dickinson Avenue is a two lane asphaltic concrete road. A railroad line runs parallel to the road. Overhead utilities were observed running along the road on both sides. The site for the proposed detention pond is a tract of land covered in grass and scattered trees and has an existing detention pond.
Proposed improvements <sup>2</sup>	<ul style="list-style-type: none"><li>■ Replacement of the approximately 11,000 linear feet of existing Dickinson Avenue pavement with new asphaltic concrete or reinforced concrete pavement. We understand the existing pavement material will not be reused.</li><li>■ Installation of utilities using open excavation methods at a maximum depth of 10 feet.</li><li>■ A proposed detention pond, no more than 9 acres in size, with a maximum depth of 10 to 12 feet.</li></ul>

1. Based on available aerial photographs.

2. Based on information provided by the client.



## **Cost Estimate for Geotechnical Engineering Services**

Dickinson Avenue Pavement and Utility Replacement ■ League City, Texas  
September 29, 2016 ■ Terracon Document No. P91165094



If our understanding of the project is not accurate, please let us know so that we may revise our scope of services and cost estimate, if necessary.

## **2.0 SCOPE OF SERVICES**

Based on discussions with the City of League City and our client, we understand that the City currently does not own the proposed pond site. Moreover, the exact size and footprint of the proposed pond is not known at the time of this proposal. So, we have presented two separate costs, one for pavement and utility recommendations and the second for the proposed pond (when the City obtains property acquisition for the additional right-of-way).

A brief summary of the services to be provided by Terracon is summarized in the following paragraphs.

### **2.1 Field Program**

The field program for this project is planned to consist of drilling sixteen borings to depths of 15 feet along the proposed reconstruction section of Dickinson Avenue and five borings to depths of 20 feet along the perimeter of the proposed pond. The total drilled footage is planned to be 340 feet.

The borings will be located in the field using a hand-held GPS device with an accuracy of  $\pm 25$  feet. Therefore, the layout of the boring locations will be approximate. Boring depths will be measured from existing grade or top of pavement.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. The existing asphaltic concrete pavement will be cored in order to help access the underlying subgrade soils. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Upon completion of drilling, the boreholes are planned to be backfilled with soil cuttings and patched at the surface with asphaltic concrete, wherever applicable.

We plan to use standard truck-mounted drilling equipment to access boring locations along Dickinson Avenue and all-terrain vehicle (ATV) mounted drilling equipment to access boring locations at the proposed pond site. This document assumes that the site can be accessed during normal business hours and does not include services associated with surveying of boring locations, obtaining permits for accessing the site and drilling, location of underground utilities, or site clearing at the proposed pond site. Since the borings will be located on existing pavements we anticipate that some form of traffic control will be needed during our field activities. We understand the City has agreed to provide traffic control services at the time of our field program.

Terracon will notify Texas811, a free utility locating service, to help locate public utilities within dedicated public utility easements. Location of private utilities on the property is not part of the one-call service or Terracon scope. All private utilities should be marked by others prior to the start of drilling. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

## **2.2 Environmental Considerations**

In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon boreholes that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

## **2.3 Laboratory Testing**

The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, dry unit weights, Atterberg limits, compressive strength tests, and grain size analyses.

We understand that the City does not intend to reuse the existing pavement material for reconstruction, so performing gradation analyses on the existing pavement base material is not a part of our scope of services.

## **2.4 Geotechnical Engineering Report**

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs, Site Location Plan, and Boring Location Plan. The report will also provide geotechnical engineering recommendations with respect to the following:

- Site and subgrade preparation;
- Pavement design guidelines;



## **Cost Estimate for Geotechnical Engineering Services**

Dickinson Avenue Pavement and Utility Replacement ■ League City, Texas  
September 29, 2016 ■ Terracon Document No. P91165094

# **Terracon**

- Utility construction considerations;
- Slope stability analysis of the proposed pond cross-section; and
- Detention pond construction considerations.

We request the client provide us the footprint and cross sections of the proposed pond and if the proposed pond is an expansion of the existing pond, then we request the client also provide us the cross sections of the existing pond.

### **2.5 Schedule**

We can initiate our field operations within six to seven working days following authorization to proceed, if site access and weather conditions will permit contingent on City's traffic control services being available. We anticipate completion of our services and submittal of our report within three to four weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

### **3.0 COMPENSATION**

For the scope of work as outlined in this document, we estimate a lumpsum cost of \$11,600 for pavement and utility recommendations, and a lumpsum cost of \$4,600 for the proposed pond recommendations. The cost of our services will not exceed these amounts unless the City asks us to provide our own traffic control or the scope of services is modified with the approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and would not be incurred without prior approval of the client.

### **4.0 AUTHORIZATION**

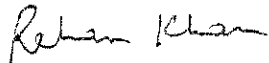
The work will be performed under a mutually agreed upon client's contract which will be signed once the budget estimate is accepted, and upon completion of review by our legal department. We will provide you with our comments, once our review is completed.

Cost Estimate for Geotechnical Engineering Services  
Dickinson Avenue Pavement and Utility Replacement ■ League City, Texas  
September 29, 2016 ■ Terracon Document No. P91165094

**Terracon**

We appreciate the opportunity to provide this document and look forward to the opportunity of working with you.

Sincerely,  
**Terracon Consultants, Inc.**  
(Texas Registration No. F-3272)



Rehan Khan, E.I.T.  
Staff Engineer



Bobbie S. Hood, P.E.  
Geotechnical Services Manager

September 29, 2016



Mr. Todd Calvin, P.E.  
Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, Texas 77008

Telephone: (713) 869-3433  
E-mail: [tac@binkleybarfield.com](mailto:tac@binkleybarfield.com)

RE: Proposal for Environmental Services  
Dickinson Avenue Pavement and Utilities  
Dickinson Avenue  
League City, Galveston County, Texas  
Terracon Proposal No. P91167001

Dear Mr. Calvin:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Binkley & Barfield, Inc., (client) for environmental services associated with the above-referenced site. The scope items include:

- Task 1 - Phase I Environmental Site Assessment (ESA)
- Task 2 - Clean Water Act Compliance – Waters of the U.S. Jurisdictional Assessment (Ordinary High Water Mark (OHWM) & Wetland Delineation)
- Task 3 – Clean Water Act Compliance – USACE Permitting
- Task 4 - Threatened and Endangered Species Habitat Assessment
- Task 5 - Cultural Resources Protections

## 1.0 PROJECT INFORMATION

We understand the site consists of approximately 2.15 miles of the Dickinson Avenue segment extending from East Walker Street to FM 646 located in League City, Galveston County, Texas. We understand that the proposed project consists of widening the existing roadway with likely up to an additional 50 feet of right-of-way for pavement reconstruction and utility replacement. In addition, land located in the northeast quadrant of Dickinson Avenue and League City Parkway will likely be acquired for development as a detention pond. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

It is Terracon's understanding, from the client, that a National Environmental Policy Act (NEPA) assessment and associated documentation will not be required for the proposed project as

Terracon Consultants, Inc. 551 League City Parkway, Suite F League City, Texas 77573 Registration No. F-3273  
P [281] 557 2900 F [281] 557 2990 [terracon.com](http://terracon.com)

Environmental



Facilities



Geotechnical



Materials

modification to Texas Department of Transportation (TxDOT) managed ROW is not anticipated. If this condition changes, Terracon can provide NEPA assessment and documentation services for an additional fee to be negotiated if necessary at a later date. If this information is not accurate, please inform the undersigned as soon as possible so that a revised scope, schedule, and/or budget may be determined, as needed.

## **2.0 SCOPE OF SERVICES**

### **2.1. Task 1 - Base Phase I ESA Services**

The ESA will be performed consistent with the procedures included in ASTM E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

#### **Physical Setting**

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

#### **Historical Use Information**

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site.

- Historical topographic maps
- Aerial photographs (approximate 10 to 15 year intervals)
- City directories (approximate 5 year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Site title search information, if provided by client
- Environmental liens, if provided by client
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the client

Pursuant to ASTM E 1527-13, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens currently recorded against or relating to the site. If the client is unable to



provide land title records or environmental lien information, an abstract firm may be contracted by Terracon to develop a chain of title from a review of land title records for an additional fee. Documentation of environmental liens, if recorded, will be provided with the chain of title. Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records. **If land title records or environmental lien information are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a significant data gap, which must be documented in the final report.**

#### **REC Definition**

Recognized Environmental Conditions are defined by ASTM E 1527-13 as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions of compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to the public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

#### **Regulatory Records Review**

Consistent with ASTM E 1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. Evaluating identified regulatory facilities for potential vapor intrusion conditions is outside the scope of this proposal. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

<b>Governmental Records</b>	<b>Search Distance</b>
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile

<b>Governmental Records</b>	<b>Search Distance</b>
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

If the results of the regulatory records review/local agency inquiry appear to warrant a review of applicable regulatory agency files, a cost estimate will be provided to the client for pre-approval. Review of regulatory files, when authorized, will be for the purpose of identifying RECs. Assessment of vapor intrusion conditions is outside the scope of a Phase I ESA. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

#### **Site and Adjoining/Surrounding Property Reconnaissance**

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public right-of-ways.

### **Additional Services Beyond Base ESA**

At the direction of the client, additional services beyond the scope of the base Phase I ESA have not been included.

### **Additional Services Not Included**

The following services, although not specifically required by ASTM E 1527-13, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Vapor Encroachment Screening
- Regulatory Agency File Review

If the site is intended for future development, Terracon can also provide proposals for geotechnical investigations, geologic hazards (like growth faulting), construction materials testing, construction draw reviews and scope and budget review services.

## **2.2 Natural/Cultural Resources Assessment Services**

### **2.2.1 Task 2 - Clean Water Act Compliance – Waters of the U.S. (WOUS) Jurisdictional Assessment (OHWM & Wetland Delineation)**

#### **2.2.1.1 Preliminary WOUS Jurisdictional Assessment (recommended)**

The Preliminary Waters of the U. S. Jurisdictional Assessment scope of services is intended to assist the client in evaluating potential regulatory requirements of the USACE under Section 404 of the Clean Water Act (CWA). Terracon will assess if potential Waters of the U.S., including wetlands, are present within the project site and will assess the observed on-site water bodies, drainage ways and wetlands that potentially may constitute jurisdictional areas in order to help secure an official jurisdictional determination from the USACE, if warranted. This scope of work does not include Clean Water Act Permitting. Terracon will perform a Preliminary Waters of the U.S. Jurisdictional Assessment in accordance with the USACE 1987 Wetland Delineation manual and Regional Supplement.

This scope of services is intended to provide a reasonable effort for aquatic resource delineation and is thereby limited to general concurrence with guidance for routine determination only, and sample pit excavation to a depth not to exceed 20 inches. This scope of work does not include the preparation of Approved Jurisdictional Determination (AJD) or Preliminary Jurisdictional Determination (PJD) documentation, nor does it include assistance with USACE verification. Official authority to make a determination defining applicable jurisdictional limits under the CWA rests solely with the USACE.

2.2.1.2 Preliminary Jurisdictional Determination (PJD) (optional)

As deemed necessary and upon specific request by the client, Terracon will complete a preliminary jurisdictional determination (PJD) form for each delineated aquatic resource, submit PJD forms and wetland delineation report to the USACE, and field a nominal amount of telephone requests for clarification, as may be necessary to assist the USACE in processing the PJD request.

2.2.1.3 Approved Jurisdictional Determination (AJD) (optional)

The approved jurisdictional determination (AJD) process augments the PJD, and the level of effort and regulatory agency scrutiny is typically greater. Terracon will confirm and/or supplement the delineation findings performed per above, complete an AJD form for each delineated wetland area, submit AJD forms, and AJD wetland delineation report. Terracon will provide a nominal amount of telephone requests for clarification as may be necessary to assist in processing the AJD request with the USACE. Note that either an AJD or PJD can be used in the USACE permitting effort. The distinction is that the area addressed under a PJD cannot include wetland areas that do not fall under the USACE's CWA jurisdiction and, should the choice be made for USACE jurisdiction be assumed in cases where identified wetlands are potentially isolated (not adjacent and not regulated), may represent a greater number of wetlands acres subject to applicable avoidance, minimization and mitigation requirements. Additionally, although both options are official, only the AJD option can be appealed.

In accordance with the June 5, 2007 Memorandum and associated Guidebook, the jurisdictional status of waters or wetlands that are adjacent to but not abutting regulated waters is dependent on specific hydrologic and ecologic analysis. Terracon will provide AJD worksheets in relationship to a "significant nexus" analysis for a determination by the USACE.

2.2.1.4 Assistance with USACE Verification (optional)

The USACE may request accompaniment on a site visit to verify submitted findings of the AJD and/or PJD requests. For each effort (AJD and/or PJD), Terracon will coordinate and attend an onsite meeting with a USACE representative to help facilitate field verification of the submitted report/form data.

Errors are not anticipated, but there may be discrepancies related to subjective analysis and/or seasonal/ temporal variation. Additionally, due to the extended time frame that is currently anticipated for verification, field flagging may be disturbed or missing and site conditions may have otherwise changed significantly (e.g. ongoing land use, weathering, vandalism, volunteer vegetation on disturbed soils) since the original survey was performed, requiring additional field work and/or onsite meetings. Clearing may be required for adequate access and visibility. Any

such discrepancies will be resolved and post-verification versions of the delineation report and forms will be prepared, as needed.

This scope of services is intended to provide a reasonable effort for OHWM and wetland delineation and is thereby limited to general concurrence with guidance for routine determination only, and sample pit excavation to a depth not to exceed 20 inches.

Wetlands are naturally evolved and evolving systems. The limited scope of the wetland delineation as proposed herein, effects of man-made disturbances and/or temporal variations (e.g. rainfall, season, drought), and or subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions and recommendations. Effects of man-made disturbances and/or temporal variations, such as significant rainfall, winter conditions and drought, may preclude accurate assessment and significantly affect findings, conclusions and recommendations.

Official authority to make a determination defining applicable jurisdictional limits under the CWA rests solely with 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 proposed wetland delineation should, therefore, not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits under the CWA.

### **2.2.2 Clean Water Act Compliance – USACE Permitting**

The Department of the Army Permit Application - USACE Permitting scope of service is intended to assist the client in securing one Department of the Army Permit for projects that involve certain types of activities within areas that fall under the USACE's Clean Water Act (CWA) jurisdiction. This scope of work includes a cursory review of potential impacts to historic and cultural resources, as well as threatened and endangered species. If the USACE should require more detailed assessments; these activities can be completed by Terracon under a separate scope of work.

#### **2.2.2.1 Nationwide Permit (NWP) Documents (optional)**

If the project results in less than 0.5 acre of impacts or less than 300 linear feet of jurisdictional stream, a USACE Nationwide Permit (NWP) may be used with a Pre-Construction Notice. If warranted and upon request from client, Terracon will prepare NWP documentation generally as follows:

- Client-provided preliminary engineering plans will be reviewed and a preliminary assessment of applicable permit requirements is made in accordance with jurisdictional findings and regulations related to Section 404 of the Clean Water Act.

- The appropriate permit documentation will be prepared for submittal to the USACE in general accordance with Galveston District guidance as published on their Regulatory Branch, Permit Application web page.

Scope Specific Limitations - The federal permit application process regulates both the conservation and use of the nation's resources. Issues such as previous impacts, insufficient avoidance and minimization measures, and significant adverse impacts that may be proposed as part of the proposed project can preclude permit approval as proposed.

### **2.2.3 Task 4 – Threatened and Endangered (T&E) Species Habitat Assessment**

#### **2.2.3.1 T&E Species Habitat Assessment (recommended)**

The Endangered Species Act (Act) serves to protect plant and animal species listed by the U.S. Fish and Wildlife Service (USFWS) as threatened or endangered of extinction. Texas laws and regulations prohibit harm to animal species and the commerce of plant species listed by the Texas Parks and Wildlife Department (TPWD) as threatened or endangered of extinction (without a permit). This scope of services is intended to provide information that will assist the client in evaluating and complying with state and federal endangered species requirements regulated by the TPWD and USFWS, respectively. Terracon will provide a Threatened and Endangered Species Habitat Assessment with results and recommendations of the assessment to the client. To meet this objective, Terracon will assess the potential for listed species, or their habitat, to be impacted by eventual development of the site by: compiling and reviewing published and readily available resources, and conducting a limited visual pedestrian reconnaissance of the site and adjacent properties visible from the site.

Scope Specific Limitations - Readily available resources do not typically include comprehensive records of documented sightings as such information is generally not made available to the public. No determination can wholly eliminate uncertainty regarding project effects on listed species. The determinations, findings and conclusions provided in this scope of services should not be considered authoritative. The limited scope of services described herein may not allow a conclusive determination to be made. In such cases, additional assessment may be recommended.

### **2.2.4 Task 5 - Cultural Resource Protections**

Sponsors of development projects that trigger cultural resource protection statutes are required to minimize adverse effects on historic properties in consultation with the applicable State Historic Preservation Officer (SHPO). This scope of services is intended to assist the client in evaluating and complying with federal and state cultural resource protections afforded by Section 106 of the National Historic Preservation Act and the Antiquities Code of Texas, as applicable.

2.2.4.1 Atlas Review and Agency Coordination (recommended)

To meet this objective, Terracon will perform or coordinate a review of the historical and archaeological surveys and/or resources documented in the state atlas, which is available for review to qualified professionals. Terracon will additionally request review of archeological and historical resources by the Texas Archeological Research Laboratory (TARL). Furthermore, Terracon will perform a windshield survey which involves taking photographs of houses and/or structures which have been present within 150 feet of the ROW for at least 50 years. Terracon will then prepare a report with the results of the records review, windshield survey, and associated exhibits for submittal to the Texas historical Commission (THC) / SHPO for their determination regarding need for additional assessment. Upon request of the client, Terracon will submit a Cultural Report and coordinate with THC / SHPO.

2.2.4.2 Intensive Pedestrian Survey of Cultural Resources (optional)

Terracon archaeologists would perform the investigations in adherence to standards promulgated by the Antiquities Code of Texas and the Council of Texas Archaeologists (CTA). Minimum survey standards for projects of this size and nature, as defined by the THC and CTA, require at least approximately 7 shovel test excavations. If cultural resources are encountered, then additional shovel test excavations are required. Each shovel test would be excavated in arbitrary 20-centimeter levels to the bottom of Holocene deposits or approximately one meter depth, whichever is encountered first. All excavated sediment would pass through ¼-inch hardware mesh. Any cultural materials encountered will be adequately recorded and returned to place, and if sites are present, they will be documented with the Texas Archaeological Research Laboratory. All records will be curated with the Center for Archaeological Studies at Texas State University. No artifact curation is anticipated, but should any agency require that artifacts are collected and curated, and then additional costs will be incurred by the client.

2.2.4.3 Mechanized Subsurface Testing (optional)

Upon specific request from the client based on potential requirements by the USACE and/or THC, Terracon will coordinate an intensive cultural resources survey on the project site. This will include the following all done per applicable professional standards and guidelines and THC regulations:

- preparation and submittal of a Scope of Work (SOW) for the USACE and/or THC
- procurement of a Texas Antiquities Permit
- performance of visual surface inspection
- preparation and submittal of a formal report of findings

It is possible that mechanized subsurface testing could be warranted/required and that sites will be found. If any sites are found, the THC typically requires that they are briefly investigated and documented at the survey level with the State of Texas.



## **2.3 Report Preparation**

Phase I ESA Report - A draft report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. Recommendations will be developed as part of the Phase I ESA scope of services if RECs are identified. Client comments will be considered prior to submittal of the final report.

After receiving any client comments, one bound final report and one electronic final PDF will be submitted to the client. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Prior to final report issuance, the client may request additional copies at a charge of \$50.00 per report copy.

Natural/Cultural Resources Assessment Reports - Comprehensive reports typically address the applicable regulatory framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations, as appropriate. Exhibits such as figures, referenced resource documents, data forms and photographs are included as appendices. Draft documents are reviewed in-house for quality assurance purposes and initially provided to the client in electronic format (.pdf) for review and/or approval. Upon approval, Pre-USACE draft electronic copies will be submitted to Binkley & Barfield, Inc. Upon USACE verification, a bound copy and electronic (.PDF) copy will be submitted to Binkley & Barfield, Inc. Copies requested post-delivery or in addition to the above can be provided for an additional fee.

## **2.4 Schedule**

Phase I ESA and Natural/Cultural Resources Assessment - Services for each task will be initiated upon receipt of the written notice to proceed. The draft reports will be submitted 15-20 business days after receipt of your written notice to proceed, assuming site access can be obtained within 3-business days after the notice to proceed.

The final report will be submitted within 5-business days following receipt of client's comments on the draft report. In order to comply with the proposed schedule, please provide the following items at the time of notification to proceed.

## **2.5 Reliance**

The reports will be prepared for the exclusive use and reliance of Binkley & Barfield, Inc. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the reports, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the reports to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt

of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the report by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$500.00 per relying party.

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

Continued viability of the ESA report is subject to ASTM E 1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E 1527-13.

## **2.6 Scope and Report Limitations**

The findings and conclusions presented in the final reports will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

The environmental services described above will be performed in accordance with current, generally accepted professional practices in the local area. No warranties, express or implied, are intended or made.

The stated and inherent limitations of the Scope of Services proposed herein must be considered when the user formulates opinions as to potential regulatory requirements associated with development of the site.

### 3.0 COMPENSATION

#### *Task 1 - Phase I ESA*

<b>Base Phase I ESA Services– Lump Sum</b> (Includes items outlined in Section 2.1. Cost to contract an abstract firm to develop a chain of title or environmental lien search is not included in this fee.)	<b>Fee</b>
<b>Dickinson Avenue – East Walker Street to FM 646 Segment</b>	<b>\$8,500</b>
<b>Additional Services</b>	<b>Fee</b>
Vapor Encroachment Screening	*
TCEQ PST/LPST File Review (as necessary)	\$350/file**
<b>Additional Services - Subtotal</b>	<b>\$0</b>
<b>Lump Sum Total</b>	<b>\$8,500</b>

\* Not included in the scope of services per the client's direction.

\*\* Subject to client approval

#### *Tasks 2 through Task 5 - Natural/Cultural Resources Assessment*

<b>Natural / Cultural Resources – Lump Sum</b>	<b>Fee</b>
<b>Task 2 – Clean Water Act Compliance – WOUS Jurisdictional Assessment:</b>	(see below)
Preliminary WOUS Jurisdictional Assessment (2.2.1.1)	\$6,250
PJD or AJD Assessment and Request (2.2.1.2 or 2.2.1.3)*	\$1,250*
Assistance with USACE Verification (2.2.1.4)*	\$1,750*
<b>Task 3 – Clean Water Act Compliance – USACE Permitting*</b>	(see below)
Nationwide Permit Application (2.2.2.1)*	\$8,500*
<b>Task 4 - Threatened and Endangered Species Habitat Assessment</b>	(see below)
T&E Species Habitat Assessment (2.2.3.1)	\$1,450
<b>Task 5 - Cultural Resource Protections</b>	(see below)
Atlas Review and Agency Coordination (2.2.4.1)	\$1,300
Intensive Pedestrian Survey of Cultural Resources (2.2.4.2)*	\$6,950*

Natural / Cultural Resources – Lump Sum	Fee
Mechanized Subsurface Testing (2.2.4.3)*	\$14,750*
<b>Fee**</b>	<b>\$9,000</b>

*\*optional services not included in fee*

*\*\*This does not including completing a NEPA / Environmental Assessment Document. If federal funding will be used a NEPA document may be required.*

The stated fees are valid only for ninety (90) days after the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal. Once initiated, should completion of the proposed Scope of Services be delayed by the client for a period exceeding 4 months, additional charges may apply. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a time and materials basis for an additional fee based on a not-to-exceed budget.

#### 4.0 AUTHORIZATION

If this proposal meets with your approval, work may be initiated by returning an original copy of the attached Agreement for Services to our League City Office. Project initiation may be expedited by sending a copy of the signed Agreement for Services via e-mail or facsimile.

The terms, conditions and limitations stated in the executed Agreement, including sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

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

Sincerely,  
Terracon Consultants, Inc.

  
Ginger C. Horn  
Natural / Cultural Resources Manager

  
Christina Rosilez  
ESA Group Manager

  
for Noosha P. Smith, P.E.  
Office Manager

Attachments: ASTM E 1527-13 User Questionnaire  
Agreement for Services

**ASTM E 1527-13 USER QUESTIONNAIRE**

Page 1 of 3

Proposal No: P91167001

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001, the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

Site Name: Dickinson Avenue Pavement and Utilities

Site Address: League City, Galveston County, Texas

1) Are you aware of any environmental cleanup liens against the site that are filed or recorded under federal, tribal, state, or local law (40 CFR 312.25)? ☐ No ☐ Yes If yes, please explain.

2) Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state, or local law (40 CFR 312.26)? ☐ No ☐ Yes If yes, please explain.

3) As the user of this ESA, do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ☐ No ☐ Yes If yes, please explain.

4) Does the purchase price being paid for this site reasonably reflect the fair market value of the site (40 CFR 312.29)? ☐ No ☐ Yes

If no, have you considered whether the lower purchase price is because contamination is known or believed to be present at the site (40 CFR 312.29)? ☐ No ☐ Yes If yes, please explain.

5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? ☐ No ☐ Yes If yes, please explain.

6) As the user of this ESA, based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)? ☐ No ☐ Yes If yes, please explain.

Please return this form with the signed and completed Agreement for Services.

**ASTM E 1527-13 USER QUESTIONNAIRE**

Page 2 of 3

Proposal No: P91167001

**Request for Information and Documentation**

In addition to the specific questions outlined above, the user is requested to provide the following information and documentation, as available. ASTM requires that this information, if available, be provided to the environmental professional prior to the site visit.

Item Supplied "X"	Not Applicable, Not Available or Not Known "X"	Item Requested (See Proposal)	Contacts/Comments or Indicate Attachment
		Point of Contact for Access	Name/Phone:
		Current Site Owner	Name/Phone:
		Current Facility Operator	Name/Phone:
		Contacts for Prior Owners	Name/Phone:
		Contacts for Prior Occupants	Name/Phone:
		Access Restrictions	
		Notification of Special Requirements Regarding Confidentiality	
		Legal Description and Diagram / Survey of Site	
		Chain of Title with Grantor/Grantee Summary (back to 1940 or first developed use)	
		Reasons for Conducting ESA	

Please return this form with the signed and completed Agreement for Services.



**ASTM E 1527-13 USER QUESTIONNAIRE**

**Page 3 of 3**

**Proposal No: P91167001**

**Helpful Documents Checklist**

Pursuant to ASTM E 1527-13 § 10.8, do you know whether any of the following documents exist related to the subject property and, if so, whether copies can and will be provided to the environmental professional? Check all that apply.

- |   |   |
|---|---|
| <input type="checkbox"/> Environmental site assessment reports  | <input type="checkbox"/> Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property |
| <input type="checkbox"/> Environmental compliance audit reports   |   |
| <input type="checkbox"/> Geotechnical studies   |   |
| <input type="checkbox"/> Reports regarding hydrogeologic conditions on the property or surrounding area | <input type="checkbox"/> Registrations for underground injection systems  |
| <input type="checkbox"/> Registrations for above or underground storage tanks                           | <input type="checkbox"/> Environmental permits/plans, solid waste permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits, SPCC plans   |

\_\_\_\_\_  
Name (Authorized Client Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please return this form with the signed and completed Agreement for Services.

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Binkley & Barfield ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Dickinson Avenue Pavement and Utilities project ("Project"), as described in the Project Information section of Consultant's Proposal dated 09/29/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant may, at its discretion, issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of Insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant or others to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**

By: *Christina Rosalez* Date: 9/28/2016

Name/Title: **Christina Rosalez / ESA Group Manager**

Address: **551 League City Pkwy Ste F  
League City, TX 77573-5463**

Phone: **(281) 557-2900** Fax: **(281) 557-2990**

Email: **Christina.Rosalez@terracon.com**

Client: **Sinkley & Barfield**

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

Name/Title: **Todd Calvin / Vice President - Public Infrastructure**

Address: **1710 Seamist Dr.  
Houston, TX 77008**

Phone: **(713) 869-3433** Fax: \_\_\_\_\_

Email: **tac@sinkleybarfield.com**

Reference Number: P81167001

# C.N. Koehl

Urban Forestry, Inc.



September 28, 2016

Mr. Todd Calvin, P.E.  
Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, Texas 77008

Re: Proposal for Urban Forestry Consulting Services on the City of League City,  
Dickinson Avenue project.

Dear Mr. Calvin,

As per your request, C.N. Koehl Urban Forestry, Inc proposes to provide Urban Forestry Consulting services for the design phase of the Dickinson Avenue pavement reconstruction and utilities replacement project. Approximately 11,400 linear feet of project right of way will be evaluated for proposed roadway construction. Based on your request for proposal, and our most recent experience on similar projects, we propose to provide the following Urban Forestry services:

#### Preliminary Tree Inventory/Site Visit

We will visit the site to inventory and flag all "Protected Trees" and "Invasive Trees" as defined in Chapter 102-12 – Tree Preservation and Provisions Ordinance. All trees within the existing and proposed widening of right of ways will be inventoried and flagged so that survey crew may tie tree locations in during topo survey. Right of entry will need to be provided and limits of proposed right of way acquisition will need to be marked in field prior to our site visit. Trees will be flagged in the field as follows:

- Small trees (as defined in Chapter 102-12) – will be flagged with green surveyor's flagging and tagged with numbered aluminum tag. Surveyor's flagging will assist survey crew in finding inventoried trees and aluminum tag nailed to tree will ensure tree numbering is not lost to vandalism prior to survey crew getting to site. Only trees within the existing and proposed ROW acquisition areas will be inventoried.
- Large trees (as defined in Chapter 102-12) – will also be flagged with green surveyor's flagging and tagged with numbered aluminum tag. Trees within the existing and proposed ROW and 20' beyond on each side will be inventoried.
- Invasive trees (as defined in Chapter 102-12) – will be flagged with orange surveyor's flagging and numbered on flagging. We do not believe the invasive trees will need to be tied in by survey crew. We recommend inventory of invasive trees be completed to use the "Reduction of Caliper Inch Replacement for Removal of Invasive Trees" included in Chapter 102-12. Only trees within the existing and proposed ROW will be inventoried.

The data collected will be used reviewing proposed design when it is available and in preparation of tree preservation plan. We will need 10 to 14 business days to complete the preliminary tree inventory.

Fee for Field Evaluation/Site Visit (Two foresters working together for safety concerns due to undeveloped areas of potential ROW acquisitions)	
20.0 hours @ \$110.00/hour .....	\$2,200.00
300 numbered aluminum tags.....	\$95.00
<u>15 rolls surveyor's flagging.....</u>	<u>\$45.00</u>
Total fee for preliminary tree inventory.....	\$2,340.00

#### Preliminary Tree Preservation Plan

The plan and profile drawings, provided by the engineer will be reviewed between the 50 and 70 percent submittals, 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, 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. Destroying too much of the structural root system leaves the tree unstable, which could create liabilities. Should we find any conflicts with proposed construction or any liability issues we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as shifting bends, a ts&v, vertical offset, inlets, or a fire hydrant, will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and emailed to engineer's office. Design change recommendations can then be reviewed by engineer and City 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 and staff recommendations. 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, water line augers, etc.). A table including required replacement inch calculations and reduction of caliper inch replacement for removal of invasive trees will also be included on the drawings. Required tree replacement plantings will be shown on the tree protection plan as well. A specification addressing tree protection and tree planting will be provided to address all recommendations made in the treatment schedule and on the plans. 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 preliminary tree protection plan, specifications, and quantity totals and cost estimates will be emailed to you so that your staff may use the specs and 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 sign at the mylar stage. The preliminary tree protection plan, specifications and quantity/cost estimate can be included in your 70% and/or 90% submittal so that the City's staff can review our plan and provide comments prior to the

final submittal. We will need 14-20 business days to complete the preliminary tree protection plan for this project.

Fee for Preliminary Tree Preservation Plan .....\$3,850.00

Final Tree Preservation Plan and Specifications

We will review the construction design just prior to the final submittal, following comments from the City on recommendations made in the 70% and/or 90% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates, and specifications will be finalized and forwarded to engineer for inclusion in project. We will need 7-10 days to complete the Final Evaluation and Plan.

Fee for Final Tree Preservation Plan and Specifications.....\$1,320.00

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. 1-2 sheets 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 10-12 total sheets on this project. The drawings will be emailed, posted to your ftp site, or saved to CD and delivered to you, 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.....\$1,500.00

**Total Phase 2 Fees**

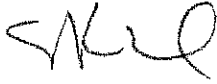
CAD Drawn DWG files of Tree Protection Plan.....\$9,010.00

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 Reconstruction, City of Texas City Street Reconstruction, City of Galveston Street Reconstruction, City of Pearland Street Reconstruction, and numerous City of Houston waterline and sewer projects in the past. 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.

Mr. Todd Calvin, P.E.  
League City Dickinson Ave Urban Forestry Proposal  
Page 4 of 4

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 coordinate drawings with each engineer and 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 or Craig at 281-391-0022.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'SKL' or similar, written in a cursive style.

Sarah Koehl  
President





# Otten Consulting Group, Inc.

www.statereview.com

TAS Review/Inspection Order Form

2825 Wilcrest, Ste. 608

Houston, TX 77042

Toll Free: 800-776-4 ADA

Tele (713) 975-1029 . Fax (713) 785-7769

admin@statereview.com

Project Name: City of League City, TX - Dickinson Ave. Project

Project AB Number: \_\_\_\_\_ (if registered with TDLR)

TDLR Filing Fee may be paid directly online or by combined fee when submitting to OCG.

Fee Schedule							
Construction Cost			<sup>1</sup> TDLR Filing Fee	<sup>2</sup> Review Fee	Inspection Fee	<sup>3</sup> Periodic Inspection	Total
Under \$50,000			\$175	\$350	\$375	\$275	
50,000	-	199,999	175	375	400	300	
200,000	-	499,999	175	400	425	325	
500,000	-	999,999	175	450	475	350	
1,000,000	-	4,999,999	175	500	600	375	
5,000,000	-	9,999,999	175	650	750	425	\$2,000
10,000,000	-	14,999,999	175	800	800	650	
15,000,000	-	and up	175	Contact OCG for fee			
Pre-Project Inspection			Contact OCG for fee				
TDLR Late Project Filing Fee						\$300	
Application must be accompanied by payment in full.						Total	\$2,000
<sup>1</sup> One-Time Filing Fee of \$175 is required – online with TDLR or with OCG submittal. <a href="#">RAS# 00000149</a>							
<sup>2</sup> Plan review fee includes preliminary plan reviews (prior to registration) and technical assistance throughout the design phase.							
<sup>3</sup> Periodic inspections serve to eliminate potential violations during construction.							

## Please include the following:

- AB Project Registration form – If project has been registered online include one copy of Registration Confirmation page.
- One complete set of construction documents - submitted within (20) twentydays of issuing project along with *proof of submission form* (for licensed design professionals only).
- Payment in full for requested services. Please include TDLR filing Fee for projects not yet registered. Please make checks payable to: Otten Consulting Group, Inc.

## Reduce or eliminate costly TAS violations. Contact OCG for the following essential compliance services:

**Pre-Project Inspection:** OCG survey of existing facilities prior to finalizing intended scope of work. TAS requirements for alterations typically increase scope of work. Identify these requirements and locations of accessibility compliance with a Pre-Project Inspection. Contact OCG to schedule a Pre-Project Inspection.

**Preliminary Reviews:** Prior to final construction documents, email your project to [techinfo@statereview.com](mailto:techinfo@statereview.com) for preliminary reviews, or contact OCG for hardcopy pickup – no charge.

**Periodic Inspections:** Elements such as noncompliant plumbing and surface slopes that are commonly overlooked during the construction phase add unnecessary costs to a building or facility budget. **With a periodic inspection, potential violations may be identified and corrected before a final inspection.** Avoid having to redo newly constructed areas for TAS violations that could have been addressed before project completion. Periodic inspections offer peace of mind.

Responsibility for compliance with Texas Government Code Chapter 469 is placed upon the design professional with overall responsibility for a project, and/or the Owner of a facility. Plan Reviews shall not be construed as acceptance of responsibility for such compliance by Otten Consulting Group, Inc., or any of its accessibility specialists or employees. Otten Consulting Group's financial liability is limited to fees paid for Plan Reviews and Inspections. All fees are non-refundable. Reports cannot be released until all fees are paid in full.

I hereby Authorize Otten Consulting Group, Inc., to perform requested services for the referenced project.

☐ Owner / Agent

☐ Design Professional

X

Authorized Signature

Date

Telephone

Fax