

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF LEAGUE CITY AND JONES & CARTER**

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This Second Amendment (“Amendment”) is entered into between the City of League City (“City”) and Jones & Carter (“Contractor”) on the date set forth below.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement (“Agreement”) on or about June 12, 2012 whereby Contractor agreed to provide professional design services related to the Bay Colony Lift Station (WW1703) and Force Main Upgrade (WW1206) Project (the “Project”); and the Agreement is incorporated into this Amendment by reference; and

WHEREAS, the City and Contractor wish to amend the Agreement to modify the project scope and change the Contractor’s services in accordance with Contractor’s letter titled “Amendment No. 2 To City – Professional Agreement,” which are hereby incorporated into this Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following terms:

TERMS

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. The Contractor is authorized to proceed with the additional design services as identified in the letter titled “Amendment No. 2 To City – Professional Agreement,” which is attached and incorporated as Exhibit A for an amount not to exceed \$87,730.00.
3. The below listed chart shows the summary of fees for this Project:

Summary of Fees:

Original Agreement:	\$187,600.00
First Amendment:	\$58,000.00
Second Amendment:	\$87,730.00

Total Amended Contract Amount: \$333,330.00

4. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

Executed this _____ day of _____, 2019. *(date to be filled in by City Secretary)*

JONES & CARTER - "Contractor"



Gary P. Rabalais, P.E., Vice President

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products (16 number of pages, including this page)

See attached letter/proposal.

AMENDMENT No. 2 TO CITY – PROFESSIONAL AGREEMENT

1. Background Data

- a. Effective Date of City – Professional Original Agreement: June 12, 2012
- b. City: City of League City (the “City”)
- c. Professional: Jones & Carter, Inc. (the “Engineer”)
- d. Project: Bay Colony Lift Station Force Main Upgrade Project (WW1206)

2. Nature of Amendment:

Jones|Carter (JC) was originally authorized to expand the existing Bay Colony Lift Station (MUD 14-15) from 1,850 gpm to 4,800 gpm firm capacity. JC reviewed the existing facility and determined the lift station could only be expanded to 3,200 gpm due to the limitation of the existing wet well. The expansion to 3,200 gpm requires using an existing on-site manhole to increase the available effective volume. It was understood that an additional wet well would be required to meet a firm pumping capacity of 4,800 gpm. JC completed and submitted the final design for the 3,200 gpm expansion in October 2018.

The City now desires to change the project scope to expand the lift station to 3,958 gpm based on their updated wastewater master planning estimate. This flow will be pumped through approximately 6,000 linear feet of 18-inch force main designed under previous authorization by JC and will discharge into an existing manhole located on Calder Drive approximately 1,400 linear feet south of the Calder Drive and Ervin Street intersection.

In addition to rehabilitation of the existing 10' diameter wet well, demolition of existing mechanical equipment, piping and valves, electrical equipment and construction of a new concrete top slab, the following design improvements will be required:

- A new submersible lift station with aboveground piping and wet well sized for a peak flow rate of 3,958 gpm constructed adjacent to the existing wet well.
- Four submersible pumps sized for a firm capacity flow rate of 3,958 gpm with three pumps running
- A new electrical service, local control panel with sunshield, service rack, and automatic transfer switch, floats, and submersible transducer for the proposed firm capacity of the lift station. The existing generator will continue to be used for emergency operation.
- A new Vapex odor control system sized for the lift station wet well.
- Redevelopment of the bypass pumping system sized for 3,958 gpm through the new 18" force main constructed by Others.
- A Data Flow System (DFS) SCADA PLC panel for the 4 new submersible pumps.
- Storm water detention, mitigation, and storm sewer designs are not included.
- Floodplain mitigation improvements are not included.

3. Description of Additional Services:

A. Engineering Services

1) Preliminary Phase

Evaluation of the Existing Bay Colony Lift Station which includes:

- a. ENGINEER will attend one meeting to review the project scope with the City, and prepare a project schedule.
- b. ENGINEER will perform preliminary system curve calculations and pump curve selections for the proposed system with the modified force main design while increasing the current firm pumping capacity from 1,885 gpm to 3,958 gpm.
- c. ENGINEER will perform wet well calculations to determine the size of the wet well required to increase the firm pumping capacity to 3,958 gpm.
- d. ENGINEER will evaluate the impact of the pumps on the existing electrical service and capacity of the existing emergency generator.

2) Design Phase

After completion of the Preliminary Phase, and when authorized by the City.

- a. ENGINEER will prepare and update final contract drawings, specifications, and cost estimates. ENGINEER will attend one meeting to review drawings and specifications with the City.
- b. Engineer will prepare and submit one Pre-Final Submittal. Engineer will provide one full scale plan set, 2 half scale plan sets, and one set of contract documents and technical specifications.
- c. ENGINEER will make submissions for necessary reviews and approvals from applicable federal, state, and local agencies.

2) Bidding Phase

After Completion of the Design Phase, and when authorized by the City.

- a. ENGINEER will prepare the necessary bidding documents and assists the City with advertising.
- b. ENGINEER will attend prebid conference and aid the City with questions and addenda.
- c. ENGINEER will assist the City in securing, tabulating, and analyzing bids and recommend award of construction contract.

3) Construction Phase

After Completion of the Bidding Phase, and when authorized by the City.

- a. ENGINEER will provide construction administration services associated with the lift station improvements that will consist of consulting with the City during construction to interpret drawings and specifications, answer RFIs review shop

drawings, material and equipment tests, assists in the issuance of change orders and review Contractor's pay estimates only.

- b. ENGINEER will periodically observe the site (but no more than nine times) to verify construction techniques and conformity with plans and specifications.
- c. ENGINEER will perform a substantial completion inspection, provide a substantial completion punch list, and provide a Certificate of Substantial Completion.
- d. Engineer shall perform a final completion inspection and provide a certificate of final completion.
- e. If construction contract time is delayed the City will provide additional compensation to the ENGINEER.
- f. ENGINEER will perform review of facility O & M manuals.
- g. ENGINEER will prepare Record Drawings based on the Contractor's mark-ups.

B. Miscellaneous

- 1) ENGINEER will coordinate geotechnical engineering and construction materials testing. The City will contract directly with the materials testing firm.
- 2) ENGINEER will attend start-up of the lift station once the City's inspector has verified readiness. Attendance for any additional start-ups or trouble shooting is not included in this scope.

4. Fee:

JC proposes to complete the presented scope for an additional fee of \$87,730.00. See attached Exhibit B for details.

5. Schedule:

ENGINEER will complete the scope of services defined herein according to the following schedule. Note that durations are in calendar days, commencing with receipt of written notice-to-proceed.

- Design Phase & Submit for Approvals 120 calendar days ***
- Bidding and Award Phase 90 calendar days
- Estimated Construction Phase, Inspection & Punch List 240 calendar days

*** In the event TCEQ requires a detailed review of the plans, specifications, and design report, the design schedule will be delayed approximately 90 calendar days. This is outside of the ENGINEERS control. Reviews and approval time by the City and Entities are not included and not accounted for.

6. Special Considerations: This proposal is based on the following special considerations:

- a. In the event that additional or extended services are made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; prolongation of construction contract time beyond the 240 calendar days noted in the project schedule, acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency, these additional services will be performed on a time and materials basis in accordance with the enclosed Schedule of Hourly Rates and Schedule of Reimbursable Expenses. These schedules are subject to revision in January of each year.
- b. A geotechnical investigation and construction materials testing are not included in this proposal, but will be necessary. The City should contract directly for geotechnical investigation and construction materials testing. ENGINEER will assist in coordinating the work, reviewing submitted documentation, and reviewing invoices for this work. The geotechnical report must be received within 60 calendar days of the notice to proceed to prevent delaying the project.
- c. Construction staking will be required but is not included in this proposal. Construction staking will be performed by ENGINEER and the costs will be included in the Contractor's bid.
- d. Construction management, re-bidding, site visits for remedial start-ups or trouble-shooting, field project representation, drainage analysis, storm water detention, mitigation design, special permitting, and preparation of easement descriptions are not anticipated to be necessary are not included in this proposal. Should any of the services be required, we can perform these services for an additional fee.
- e. Services requested by the City that are outside the scope of this proposal will be performed on a time and materials basis in accordance with the enclosed Schedule of Hourly Rates and Schedule of Reimbursable Expenses. These schedules are subject to revision in January of each year.
- f. The proposed fees shall be considered in their entirety for the scope of services. Should the City wish to contract with ENGINEER for only a portion of the work, ENGINEER reserves the right to negotiate individual scope items on their own merits.
- g. Any review or permit fees associated with the project shall be paid by the City, or if paid by ENGINEER shall be considered as a reimbursable expense not include in any lump sum or not-to-exceed fees proposed.
- h. Fees do not include sales taxes that may be applicable.
- i. The City will provide field project representatives to monitor construction activities and verify the work is done in accordance with the contract documents. ENGINEER'S ability to review and approve Contractor's payment requests and to provide a Certificate of Substantial Completion and Final Completion is contingent upon field verification of the work by the City.

All other items, as expressed in the original contractual agreement and Amendment No. 1 remain the same.

For Additional Services set forth above, Owner shall pay Engineer the additional compensation denoted in the attached Exhibit "A".

Owner and Engineer hereby agree to modify the above referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective date of this Amendment is _____, 2019.

Owner:

By: John Baumgartner

Title: City Manager

Date: _____

Engineer:

Gary P. Rabalais

By: Gary P. Rabalais, P.E.

Title: Vice President

Date: 2-20-2019

Attest: Oliver Chow

BAY COLONY LIFT STATION FORCE MAIN UPGRADE PROJECT
CITY OF LEAGUE CITY
PROJECT NO. WW1206
EXHIBIT B

PROPOSED FEE

The total additional fee requested for the proposed scope of work detailed in Amendment No. 2. The following is a breakdown of JC's original fees and the proposed amendment additions.

	Original Fee	Amendment No. 1 Fee	Total Current Approved	Amount Paid To Date 1/1/19	Additional Fee Requested Lift Station	Total Fee Requested
LUMP SUM						
Preliminary Phase	\$ 29,000.00	\$ 7,500.00	\$ 36,500.00	\$ 36,500.00	\$ 11,000.00	\$ 47,500.00
Design Phase	\$ 75,400.00	\$ 50,000.00	\$ 125,400.00	\$ 125,775.00	\$ 50,000.00	\$ 175,400.00
Bidding Phase	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00*	\$ 7,000.00*
Construction Phase	\$ 23,200.00	\$ 15,000.00	\$ 38,200.00	\$ -	\$ 10,000.00	\$ 48,200.00
Miscellaneous Services	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
HOURLY						
Reimbursable Expenses	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 184.00	\$ 1,000.00	\$ 3,500.00
Project Coordination/ Revisions to Force Main	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,873.00	\$ 1,000.00	\$ 11,000.00
Topographic Survey	\$ 25,000.00	\$ (8,000.00)	\$ 17,000.00	\$ 17,000.00	\$ -	\$ 17,000.00
Boundary Survey and Easement Preparation	\$ 22,500.00	\$ (6,500.00)	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 16,000.00
Geotechnical Engineering Services	\$ -	\$ -	\$ -	\$ -	\$ 4,730.00	\$ 4,730.00
	\$ 187,600.00	\$ 58,000.00	\$ 245,600.00	\$ 245,600.00	\$ 87,730.00	\$ 333,330.00

*The bidding phase includes a \$3,000 fee for the bidding of the force main and a \$4,000 fee for the lift station.

February 5, 2019



Jones | Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401

Attn: Mr. William R. Sagastizado, P.E.
Project Engineer

Re: Cost Estimate for Geotechnical Engineering Services
Bay Colony Lift Station
Calder Drive and Aguila Creek Court
League City, Texas
Terracon Document No. P91195013

Dear Mr. Sagastizado:

We appreciate the opportunity to submit this cost estimate to Jones | Carter to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Master Services Agreement – Task Order.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

Our base fee to perform the scope of services described in this proposal using all-terrain vehicle (ATV) mounted drilling equipment is **\$4,300**. See Exhibit C for consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and emailing the attached Master Services Agreement – Task Order.

Sincerely,

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

Rehan Khan, E.I.T.
Staff Geotechnical Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043
P (713)-690-8989 F (713)-690-8787 terracon.com

Environmental



Facilities



Geotechnical



Materials

MASTER SERVICES AGREEMENT**TASK ORDER**

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 09/18/2009 between Jones & Carter Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bay Colony Lift Station project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 02/05/2019 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

1. Project Information

Refer to Terracon Document No. P91195013, dated February 5, 2019.

2. Scope of Services The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

Refer to Terracon Document No. P91195013, dated February 5, 2019.

3. Compensation Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

Refer to Terracon Document No. P91195013, dated February 5, 2019.

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
By:  Date: 2/5/2019
Name/Title: Bobbie Sue Hood / Principal
Address: 11133 Interstate 45 S, Ste T
Conroe, TX 77302-5838
Phone: (936) 539-1384 Fax: (936) 539-9622
Email: Bobbie.Hood@terracon.com

Client: Jones & Carter Inc
By: _____ Date: _____
Name/Title: _____
Address: 6330 West Loop South, Suite 150
Bellaire, TX 77401
Phone: _____ Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project after discussion with the client and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

Item	Description
Site location	The project site is located east of the intersection of Calder Drive and Aguila Creek Court to the south of Borden's Gully in League City, Texas.
Existing improvements	Based on available aerial photographs, Borden's Gully runs in an east-west direction to the north of the proposed lift station site. Residential neighborhood was observed in the general vicinity of the site.
Site access	We expect the site and exploration location are accessible with our ATV-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed structures	<ul style="list-style-type: none">■ A lift station with a wet well diameter of about 10 to 12 feet to be installed at a maximum depth of 30 feet.■ Concrete access road.■ Underground piping installed at a maximum depth of 6 feet within a 25-foot radius of the proposed lift station.
Piping installation method	Open excavation.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

As requested, the field exploration program is planned to consist of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
1	40	At an accessible location close to the proposed lift station.

¹. Below existing grade.

Boring Layout and Elevations: We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features are also utilized.

Subsurface Exploration Procedures: We advance soil borings with ATV-mounted drilling equipment using continuous flight augers (solid stem). Six samples are obtained in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil samples are generally recovered using open-tube samplers. Hand penetrometer tests are performed on samples of cohesive soils to serve as a general measure of consistency. Granular soils and soils for which good quality open-tube samples could not be recovered are generally sampled by means of the Standard Penetration Test (SPT). This test consists of measuring the number of blows (N) required for a 140-pound hammer free falling 30 inches to drive a standard split-spoon sampler 12 inches into the subsurface material after being seated six inches. This blow count or SPT N-value is used to evaluate the stratum.

The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations. Field boring logs also include sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with auger cuttings. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve
- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with these additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services. We request the client provide a contact person with the City of League City whom we can notify about our field program.

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer licensed in the State of Texas. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport** system. Upon initiation we will provide you and your design team the necessary link and password to access the website (if you don't already have one). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Stage 1: Project Planning
- Stage 2: Site Characterization
- Stage 3: Geotechnical Engineering

When utilized, a collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our complete final geotechnical engineering report. This includes the professional engineer's seal and signature, which documents our services. All previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

The final Geotechnical Engineering report provides the following:

- Site plan and exploration plan;
- Computer generated boring logs with field and laboratory data;
- Stratification based on visual soil classification;
- Groundwater levels observed in borings during drilling and at 5-minute intervals for 15 minutes;
- Site and subgrade preparation;
- Lift Station and underground piping construction considerations; and
- Concrete pavement design guidelines.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting using ATV-mounted rig	\$4,300

Our scope of services does not include services associated with surveying of boring locations, special equipment for wet ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

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 will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	4 working days
Site Characterization	15 working days
Geotechnical Engineering	20 working days



GeoReport Stage	Posting Date from Notice to Proceed ^{1, 2}
1.	Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2.	We will maintain a current calendar of activities within our GeoReport website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.