



## **PROFESSIONAL SERVICES AGREEMENT**

(FEMA and CDBG funding)

(version 1-7-2021)

This AGREEMENT (“Agreement”) is entered by and between **Gauge Engineering, LLC** (“Professional”), located at **3200 Wilcrest Drive, Suite 220 Houston, TX 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **FM518 & Wesley Drive Drainage Improvements**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **May 10, 2021** and shall expire on **February 28, 2023**. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$626,082** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—of \$2,000,000 per claim; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and
    - (ii) Commercial Automobile Liability coverage with minimum coverage limits—of \$1,000,000 per occurrence.All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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

9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Equal Employment Opportunity:** During the performance of this contract:
  - a. Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - c. Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Professional may request the United States to enter into such litigation to protect the interests of the United States.

### **32. Compliance with the Contract Work Hours and Safety Standards Act:**

- a. Overtime requirements: No Professional or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section Professional and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Professional and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages: The applicable federal agency or grant recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Professional or subcontractor under any such contract or any other Federal contract with the same prime Professional, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Professional, such sums as may be determined to be necessary to satisfy any liabilities of such Professional or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. **Subcontracts:** Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."
33. **Clean Air Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
34. **Federal Water Pollution Control Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
35. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Professional is required to verify that none of Professional's employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- a. Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - b. This certification is a material representation of fact relied upon by the City. If it is later determined that Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
36. **Byrd Anti-Lobbying Amendment:** Professionals who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient
37. **Procurement of Recovered Materials:** If applicable, Professional, in the performance of this contract, shall make maximum use of products containing recovered materials that are EPA - designated items unless the product cannot be acquired-(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's

Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

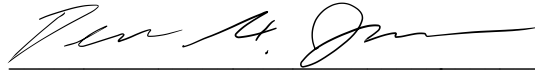
38. **Amendments:** To be eligible for FEMA assistance under the City's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Therefore, no subsequent change may be made this Agreement that interferes with the City's ability to seek reimbursement from FEMA.
39. **Access to Records:** Professional agrees to provide the City, any Texas state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Professional which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- a. Professional agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - b. Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
40. **DHS Seal, Logo, and Flags:** Professional shall not use the Department of Homeland Security (hereinafter "DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
41. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Professional will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
42. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.
43. **Program Fraud and False or Fraudulent Statements or Related Acts:** Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Professional's actions pertaining to this contract.
44. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
45. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.
46. **Compliance with CDBG Provisions:** Professional agrees to comply with all administrative requirements of the CDBG funding, including those attached as Exhibit C, attached and incorporated herein.

*(signature block on next page)*



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

**GAUGE ENGINEERING, LLC - “Professional”**



Derek St. John, PE, CFM – Principal for Gauge Engineering LLC

**CITY OF LEAGUE CITY – “City”**

\_\_\_\_\_  
John Baumgartner – City Manager

**Attest:**

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

**Approved as to Form:**

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

# **Exhibit A**

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

See attached Project Proposal from Gauge Engineering, LLC

## **Exhibit B**



April 15, 2021

Danny Carder, CFM, CSM  
Project Manager  
City of League City  
300 W Walker St  
League City, TX 77573

**Re: Main St and Wesley Drainage Improvements – Proposal for Planning/PS&E Services**

Mr. Carder,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for Hydrologic & Hydraulic analysis and engineering design services necessary to address flooding in the vicinity of Main Street and Wesley Street. This effort will include an initial Drainage Study to confirm the problem understanding and finalize a recommended fully mitigated solution. Additionally, the contract includes the Design, Bid and Construction Oversight of the recommended improvements.

We propose to perform this work for the following amount:

- Base Fee	\$459,554.20
- <u>Additional Services</u>	<u>\$166,527.50 (if needed)</u>
- Total	\$626,081.70

See Attachment A for a detailed description of the scope of work and Attachment B for an itemized level of effort breakdown. Please feel free to contact me at (713) 254-5946 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Muhammad Ali", with a large, stylized flourish extending to the right.

Muhammad Ali, PE  
Principal

Accepted for Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments: Attachment A – Scope of Work  
Attachment B – Level of Effort  
Attachment C – Survey – Kuo and Associates, Inc.  
Attachment D – Environmental – Hollaway Environmental  
Attachment E – Geotechnical Investigations – Aviles Corp  
Attachment F - Schedule



## ATTACHMENT A SCOPE OF SERVICES

### MAIN ST AND WESLEY ST DRAINAGE IMPROVEMENTS

This Scope of Services outlines the professional engineering services to be performed by **Gauge Engineering, LLC (Gauge)** for drainage improvements necessary to address flooding in the vicinity of Main Street and Wesley Street. This effort will include an initial Drainage Study to confirm the problem understanding and finalize a recommended fully mitigated solution. Additionally, the contract includes the Design, Bid and Construction Oversight of the recommended improvements. Gauge will accomplish the following Tasks:

#### I. DRAINAGE STUDY:

The purpose of the initial drainage study is to either validate the previous project recommendations or to develop a modified recommendation that efficiently and effectively addresses the flooding issues and prevents downstream impacts. The original recommended improvement concept was developed several years ago. Changes in rainfall to Atlas 14, advances in modeling technology, and new updated models in Clear Creek drive the need to review the solution.

Gauge will utilize 2-dimensional modeling with rainfall applied directly to the 2D surface (created from LiDAR) to efficiently assess the study area. Rainfall hyetographs and other hydrologic parameters will be developed for the different flood frequency events and will be consistent with League City criteria.

##### a) Drainage Study Project Management:

Project Management/Project Controls activities related to the drainage study are ongoing throughout the period of the study. This effort includes managing the project schedule, developing and managing the project work plan, and general project communication.

##### b) Project Coordination:

Monthly project meetings will be conducted virtually for the duration of the study which is expected to be 5 months. Project coordination meetings include coordination with the survey sub-consultant.

##### c) Data Collection:

Research and collect available LiDAR data, rain gauge data, GIS base map data, repetitive flood loss claims, record drawings (limited/as-needed) and other relevant information for the study. The FEMA models for Clear Creek and Corum Ditch will be obtained from the City or HCFCD and used as a starting point for the analysis.

##### d) Field Visit:

Perform periodic site visits to evaluate drainage patterns, measure infrastructure and review survey. Documentation from the field visit will be organized and included in the project report.

##### e) Develop and Analyze Existing Conditions Model:

Gauge will build an existing conditions hydraulic network including modeling a portion of the receiving channel and detention basin. The existing conditions model will also include the drainage system along Main St. in the vicinity of Wesley Drive. Gauge will develop model inputs for the development the 2D model and analyze the region for the 2-, 10-, and 100-year, 24-hour storm

events. Gauge will utilize analysis tools and custom templates to evaluate and analyze the results. Exhibits and simulation videos will be developed to depict the water flow path and flooding causes.

f) Summary of Understanding and Problem Area Description:

Gauge will define discrete problem areas based on flooding patterns and logical infrastructure zones. The specific cause(s) of flooding for each problem area will be identified and documented. Defining the causes of flooding is the key step in developing effective solutions. Based on the League City Master Drainage Plan Phase 2 document, the problem areas are expected to extend beyond Main St. into the community on the south and north sides.

g) Develop and Analyze Proposed Conditions:

Initial solution concepts to alleviate flooding for the identified drainage issues will be developed and simulated to confirm effectiveness. Up to three alternatives will be developed and analyzed for effectiveness. Solution concepts that are anticipated to be explored include improved the recommended solution from the City's Master Drainage Plan, alternative detention pond locations, and additional detention opportunities.

h) Cost Estimates:

Planning level cost estimates for feasible improvement options will be prepared. Planning level cost estimates will seek to establish the major cost related items to constructing each project alternative. Recent bid tabs for similar projects will be utilized in developing the proposed unit costs.

i) Impact Evaluation and Detention Sizing:

The solution alternatives will be evaluated for potential impacts to the surrounding area and receiving waterways. Unmitigated impacts will be quantified. Two mitigation alternatives will be developed. Alternative 1 focuses on in-line detention in the left over bank (looking downstream) of Corum Ditch. Alternative 2 focuses on a traditional off-line detention scenario with a surface pond and a weir control structure. Preliminary basin layouts will be developed for the purpose of evaluating the basin hydraulics. A no-impact solution will be identified.

j) Project Constraints:

Necessary ROW impacts will be identified. An evaluation of utility data will be conducted based on record drawings received from the City. A summary of the environmental constraints will be developed and used to help guide the project recommendation.

k) Benefit Determination and Recommendation:

The solution alternatives will be evaluated for their effectiveness at reducing flooding. Key data pieces such as depth and duration of flooding, reduction in ponding area and volume, and passable roadway intersections will be captured. A matrix of the project alternatives will be developed that captures the project components, expected cost, constraints, and measured benefits. A recommended project solution will be identified and presented to the City for review and approval.

l) Drainage Study Report:

Gauge will develop an initial drainage study summary report that will consist of a discussion of the work accomplished, general methodology, assumptions applied during the course of study, study



goal, the reported drainage problems, structural flooding, system capacity issues, findings & recommendations.

## **II. BASE DESIGN PHASE (60%, 90% and Final)**

### **A. General Plan Sheets**

All the General Sheets including Title Sheet, Index, Overall Project layouts and General Notes will be prepared in accordance to City's drawing requirements. Other sheets include General & Construction notes and Survey Control maps.

Typical Sections for proposed and existing roadway will be developed. Typical sections shall include width of travel lanes, sidewalks, outer separations, border widths, curb offsets, and right-of-way (ROW). The typical section shall also include centerline, pavement design, side slopes, sodding/seeding limits, station limits, etc.

### **B. Storm Sewer Design**

Prepare the PS&E package in accordance with the applicable City of League City requirements, specifications, standards, and manuals. Include the following sheets and documents, as appropriate:

1. Overall Drainage Area Map-Existing Conditions:
  - a. Overall drainage area map extents including off-site drainage areas contributing the project limits for existing and proposed conditions, including peak discharge rates to outfalls based on H&H study results.
2. Overall Drainage Area Map – Proposed Conditions:
  - a. The proposed overall Drainage Area map will reflect any changes in drainage patterns and outfalls from the existing conditions.
3. Project Drainage Area Maps:
  - a. Detailed Drainage Area maps for each inlet along the project, and data tables.
4. Storm Sewer Calculations:
  - a. This effort includes the creation of sheets to convey the results of the storm sewer analysis (see item 9 below), and the conversion of the model data to standard tabular output.
5. Storm Sewer Plan and Profile:
  - a. Storm drainage design will be incorporated on the Roadway Plan and Profile drawings, this work consists of working with the Roadway Design, and providing design recommendations and updating drainage base files and design callouts.
6. Storm Sewer Lateral Sheets:
  - a. All horizontal storm sewer laterals will be shown with cross-sections to better show utilities and special grading considerations as needed.
7. Storm Sewer Details (Misc.):
  - a. This effort includes the development of any non-standard details required to collect drainage along the project corridor. These designs can be special inlets, grading details, or other special features to help provide better data to the contractor for construction.

8. Storm Sewer Standards:
  - a. This includes selecting Harris County and TxDOT drainage standards that are appropriate to support the proposed storm drainage design.
9. Storm Sewer Analysis:
  - a. This effort includes the analysis of the drainage network with standard Steady State analysis tools such as HouStorm or Geopak. The analysis will be used to properly size the drainage network and inlets to meet City standard criteria including ponding.
10. Detention Basin Layout and Grading (1 Sheet)
11. Detention Basin Point Table (1 Sheet)
12. Detention Basin Cross Sections (1 Sheet)
13. Inlet/Outlet Plan and Profile
14. Inlet/Outlet Details
15. Miscellaneous Basin Details

### C. Roadway Design

#### 1. Horizontal Alignment Data:

The baseline properties will be outlined with the tangent and curve information output from Geopak.

#### 2. Horizontal Geometry Sheets:

Horizontal roadway geometry sheets will include stations, offsets, PCs, PTs, etc. for curb components.

#### 3. Demolition Plans:

Demolition plans will show the limits of pavement, storm sewer and sidewalk removal. Any other impacted item will also be depicted.

#### 4. Roadway / Drainage Plan and Profile Sheets (6 Sheets – 1 in.: 40-FT)

Detailed roadway plan and profile sheets depicting existing features and the proposed improvements. If pedestrian facilities are impacted then they shall be designed in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). The plans will be submitted to the Texas Department of Licensing and Regulation (TDLR) or representative thereof for review, approval, and inspection. The plan view shall contain the following design elements:

- Horizontal alignment.
- Indicated pavement edges, lane and pavement widths for all improvements
- Direction of traffic flow arrows.
- Indicate existing and proposed ROW/Easement lines.
- Begin/end of cross slope transitions.
- Existing major utilities and structures.
- Any necessary callouts to clarify details.
- Drainage design components, such as existing and proposed storm sewers will be shown
- Drawings horizontal scale 1-in. = 40-FT



- Removal items will be provided for the length of the project and shall include all pavement, drainage structures, traffic signals, sidewalks, signs, landscaping, bus shelters, other structures, etc. to be removed.

The profile shall contain the following design elements:

- The approximate existing profile grade
- The existing north and south ROW profiles
- Proposed profile grade
- The location of intersections
- Drainage design components, such as storm sewer profiles and hydraulic grade lines, will be shown
- Drawing vertical scale 1-in. = 4-FT

**5. Intersection Layouts:**

Not needed

**6. Driveway Schedule and Details:**

The Driveway schedule will show the location, size and type of proposed driveways to be reconstructed. Driveways shall typically be reconstructed to the ROW line using standard City details.

**7. Standard Pavement Details:**

All the necessary standard roadway and sidewalk details will be included in the design set.

**8. Utility Adjustments:**

Public utilities that conflict with the proposed storm sewer will be adjusted and modified.

**9. Standard Public Utility Details:**

All the necessary standard public utility details will be included in the design set.

**D. Traffic Control Plans**

Construction Sequencing and Traffic Control Plans (TCP) will be prepared in accordance with City & TxDOT guidelines. It will show detailed construction sequences and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, detours, temporary traffic signals and any other devices, to protect the traveling public and provide safety to the construction forces.

**E. Signing and Pavement Markings**

Drawings, specifications and details will be prepared for all regulatory signs and pavement markings on combined layout sheets. All plans shall follow City & TxDOT standards. A summary signs list will be provided. The proposed regulatory signs shall be illustrated and numbered on plan sheets. Permanent and temporary pavement markings and channelization devices on plan sheets shall be prepared. The following information will be shown on sign/pavement markings layouts:

- Roadway layout.
- Center line with station numbering.

- ROW/Easement lines.
- Culverts and other structures that present a hazard to traffic.
- Existing signs to remain, to be removed, or to be relocated.
- Proposed regulatory signs (illustrated and numbered).
- Proposed markings (illustrated and quantified) which include pavement markings and delineation.
- Quantities of existing pavement markings to be removed.
- Proposed delineators and object markers.
- The number of lanes in each section of proposed road and the location of changes in the numbers of lanes.
- Direction of traffic flow on all roadways.

**F. Storm Water Pollution Prevention Plan (SWPPP)**

The following items will be prepared in accordance with City Standard Details and Standard Specifications

- Storm Water Pollution Prevention Plan Form Sheet
- Storm Water Pollution Prevention Plan drawings will show all existing and proposed streets, Project alignments, applicable notes, proposed storm water conveyance systems, overland flow arrows, and pollution prevention measures.
- Pollution Prevention Plan construction quantities.

**G. Cross Sections and Cut and Fill Quantities**

- Earthwork Quantities worksheet will be developed
- Earthwork analysis will be conducted to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Drawing scale shall be H: 1" = 20'; V: 1" = 10'.

**H. Street Lighting**

Street lighting standards will be coordinated with TNMP and the City. Street lighting layout plans/exhibits will be developed for light pole locations, lighting ground boxes, and routing of lighting underground circuits/conduits. (Not included)

**I. Project Management/Specs/Agencies & Team Coordination/Quantities/Misc**

**1. Overall Project Management/Team Coordination/ Project Controls**

During each phase of the project, the Project Manager (PM) will oversee all work and will be responsible for directing and coordinating activities and assigned personnel. The PM will manage the project scope, schedule, budget, and quality to ensure that the project progresses as agreed. The PM will submit monthly invoices, status reports, and schedules. The PM will conduct regular coordination meetings as needed with the City, private utilities, and others.

**2. Data Collection**

Engineer will work with the City to collect available data related to the project site including record drawings, maintenance reports, traffic information, and other available data.

### **3. Field Visits**

Four field visits are budgeted to facilitate the engineer accessing and inspecting the site. Typical field visit opportunities include project initiation, survey inspection and evaluation, and periodic design related visits.

### **4. Coordination - Stakeholders**

Engineer is prepared to participate in meetings with stakeholders to coordinate driveway locations, widths, right-of-way acquisition, and modifications related to the proposed work.

### **5. Private Utilities Assessment/Utility Conflict Table/Coordination**

- The design team will coordinate with the various utility companies (AT&T and TNMP) to determine the location of all existing utilities. The design team will prepare exhibits showing the location of each existing utility and identify potential conflicts and recommended solutions.
- In support of utility coordination efforts, the County's Utility Coordination Department shall assist the design team with the coordination of the utility meetings.
- Detailed Utility conflict resolution tables will be furnished
- The design team will prepare and distribute Preliminary Utility Notification Letters identifying each potential conflict with proposed improvements. Prior to final design submittal, the design team will prepare and distribute the Final Utility Notification Letters and/or a Notice of No Conflict Letter to each private utility company within the project limits.

### **6. City/TxDOT/Coordination/meetings/approvals/signatures**

- Regular coordination and monthly meetings with the City will be held to review the progress of the engineering effort, or to address other issues which may arise. The PM will prepare and document meeting record memorandum of decisions and action items.
- The design team will obtain required signatures or approvals from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by City. Governmental agencies include but are not limited to TxDOT. Utility signatures include, but are not limited to TNMP Energy Gas, CenterPoint Energy Electric, AT&T, and cable TV.

### **7. Quantities**

The design team will develop and report quantities for the different deliverables.

### **8. Opinion of Probable Construction Costs**

The design team will submit Opinion of Probable Construction Costs for the different deliverables.

### **9. Project Manual & Specifications**



Design team will furnish the project manual containing the necessary front-end documents and specifications. Each Standard Specification will be reviewed and supplemented as necessary to suit Project-specific requirements and to meet the design intent of the Project and if needed will prepare additional nonstandard specifications necessary for bidding and construction of the project.

**J. Quality Assurance / Quality Control:**

A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall project constructability, cost estimate accuracy, and design conformance with industry standards and client-specific requirements and preferences.

**Final Deliverables (Prior to Bid):**

- 1 full size/2 half size plan sets
- 2 project and SWPPP manuals
- PDF copies of above items as well
- All above items shall be signed/sealed and have city signatures if warranted.

**III. Bid Phase**

**1. Participate in Pre-bid Conference Meeting**

Attend and assist the City in conducting the pre-bid conference including answering questions and interpreting the drawings and specifications.

**2. Prepare Necessary Addenda to Address Issues or Clarifications**

Team will prepare any necessary addenda to the bidding documents to address issues or make clarifications.

**3. Participate in Bid Opening Meeting & Tabulation of Bids**

Gauge will participate in the bid opening meeting and tabulate the bids.

**4. Evaluate the Bid Proposals & Make Award Recommendation**

Gauge will evaluate the bids received for accuracy and any bid irregularities. An award recommendation will be made to the City based on the evaluation of bids. Engineer's Recommendation of Award Letter will include the following:

- a. Check for math errors and reconcile any mathematical discrepancies
- b. Review for unbalanced bid items
- c. Certified Bid Tabulation including adding Engineer's estimate to Bid Tab
- d. Explanation of discrepancies between the Engineer's estimate and bids
- e. Recommendation to award

**Final Deliverable for Award Recommendation:**

- 3 copies of conformed documents for execution b/w City & Contractor.
- Prior to Construction - updated plans/manuals for City (if changed in bidding) and 3 sets for Contractor.

#### **IV. CONSTRUCTION PHASE SERVICES**

- a) Attend the pre-construction conference scheduled and conducted by the City.
- b) Attend monthly construction progress meetings at the project site with the City and the Contractor in attendance.
- c) Make visits to the Project sites at appropriate intervals as needed.
- d) Review and fully respond to Requests for Information (RFIs) to the Construction Manager within max. 3 days, or as otherwise directed.
- e) Review and fully respond to Submittals to the Construction Manager within max. 3 days, or as otherwise directed.
- f) Assist Construction Manager in issuing Supplementary Instructions to the Contractor when necessary to correct and/or clarify Plans or Specifications or to avoid potential problems identified by the team.
- g) Assist City with evaluating contractor's change order and cost proposals, including changes by RFIs.
- h) Engineer shall review material test results received from the City as necessary if warranted by failing report.
- i) Attend Substantial Completion inspections (a definition of Substantially Complete is provided in the Project Manual General Conditions or as provided in Special Provisions). Engineer shall assist in preparing a list of items remaining to be completed or corrected by the Contractor (the Punch List)
- j) Attend Final Inspections to verify all Punch List items have been corrected by the Contractor. Prepare a Certificate of Final Completion and other closeout documentation for approval by the City.
- k) Prepare, seal and submit the Record Drawings to the City Design Project Manager within 30 days of receipt of contractor's red-line as-built.

#### **V. SUBCONTRACTED/ADDITIONAL ENGINEERING SERVICES**

See Attachments C, D and E for each sub-consultant proposal.

If trees are impacted, tree protection or landscaping plans will be developed. A City Tree Removal Permit will be secured if trees need to be removed.

#### **Time Critical Items**

Work associated with the following items are Time Critical

- Drainage Study – will be completed 90 days from NTP date.
- Design Phase (60%, 90%, Final) – will be completed 353 days from NTP date.
- Refer to Attachment F – Schedule for more information. Note that the design can be completed earlier if certain items like survey and Geotech can commence earlier.



**ATTACHMENT B**  
**MAIN ST AND WESLEY ST DRAINAGE IMPROVEMENTS**  
**PLANNING/PS&E - LEVEL OF EFFORT**



**I. DRAINAGE STUDY**

DESCRIPTION OF WORK TASKS	PROJ MGR	SR PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>1 HYDROLOGIC AND HYDRAULIC ANALYSIS</b>							
A Drainage Study Project Management	4	4			2	10	\$1,690.00
B Project Coordination	6	6	4			16	\$2,790.00
C Data Collection	1	2	4			7	\$1,030.00
D Field Visits	4	8	8			20	\$3,160.00
E Develop and Analyze Existing Conditions Model	6	18	72			96	\$12,930.00
F Summary of Understanding and Problem Area Description	2	3	8	2		15	\$2,105.00
G Develop and Analyze Proposed Conditions	8	24	80			112	\$15,320.00
H Cost Estimates	2	4	6			12	\$1,820.00
I Impact Evaluation and Detention Sizing	6	24	40	16		86	\$11,760.00
J Project Constraints	2	6	16			24	\$3,350.00
K Benefit Determination and Recommendation	2	12	36	6	2	58	\$7,520.00
L Drainage Study Report	8	20	40	12	4	84	\$11,420.00
<b>Total</b>	<b>51</b>	<b>131</b>	<b>314</b>	<b>36</b>	<b>8</b>	<b>540</b>	<b>\$74,895.00</b>
<b>TOTAL HOURS</b>	<b>51</b>	<b>131</b>	<b>314</b>	<b>36</b>	<b>8</b>	<b>540</b>	
Contract Labor Rate	\$220.00	\$165.00	\$120.00	\$105.00	\$75.00		
<b>TOTAL LABOR COSTS DRAINAGE STUDY</b>	<b>\$11,220.00</b>	<b>\$21,615.00</b>	<b>\$37,680.00</b>	<b>\$3,780.00</b>	<b>\$600.00</b>		<b>\$74,895.00</b>

**II. BASE DESIGN PHASE (60%, 90%, Final)**

DESCRIPTION OF WORK TASKS	PROJ MGR	SR PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>A. GENERAL PLAN SHEETS</b>							
1 Title Sheet 1 (Sheet)		1	2	6		9	\$1,035.00
2 Index of Drawings (1 Sheet)		2	4	8		14	\$1,650.00
3 General Notes (1 Sheet)		1	2	6		9	\$1,035.00
4 Private Utility Notes (1 Sheet)		1	2	6		9	\$1,035.00
5 General Sheets (Keyed Notes-Symbols & Abbreviations) (1 Sheet)		1	2	4		7	\$825.00
6 Survey Control Maps (4 Sheets)		1	4	6		11	\$1,275.00
7 Existing Typical Section (1 Sheets)		1	4	10		15	\$1,695.00
8 Proposed Typical Sections (1 Sheet)	1	2	6	12		21	\$2,530.00
9 Overall Project Layout Sheet (1 sheet)		2	4	16		22	\$2,490.00
<b>Total</b>	<b>1</b>	<b>12</b>	<b>30</b>	<b>74</b>	<b>0</b>	<b>117</b>	<b>\$13,570.00</b>
<b>B. STORM SEWER DESIGN</b>							
1 Overall Drainage Area Map - Existing Conditions (1 Sheet - 1"=300')	1	2	6	16		25	\$2,950.00
2 Overall Drainage Area Map - Proposed Conditions (1 Sheet - 1"=300')	1	2	6	16		25	\$2,950.00
3 Project Drainage Area Maps (4-Sheets)	2	4	16	24		46	\$5,540.00
4 Storm Sewer Calculations (1 Sheet)		1	4	8		13	\$1,485.00
5 Storm Sewer Plan & Profile (combined w/ rdwy P&P) - (6 Sheets)	4	12	24	58		98	\$11,830.00
6 Storm Sewer Lateral Sheets (2 Sheets)	2	6	16	18		42	\$5,240.00
7 Storm Sewer Details (Misc)		4	12	16		32	\$3,780.00
8 Storm Sewer Standard Details (6-Sheets)		2	6	12		20	\$2,310.00
9 Storm Sewer Analysis	1	4	16	4		25	\$3,220.00
10 Detention Basin Layout and Grading (1 Sheet)	2	12	24	32		70	\$8,660.00
11 Detention Basin Point Table (1 Sheet)	2	8	16	24		50	\$6,200.00
12 Detention Basin Cross Sections (2 Sheet)	3	6	18	32		59	\$7,170.00
13 Inlet/Outlet Plan and Profile	2	6	12	24		44	\$5,390.00
14 Inlet/Outlet Details	2	6	12	16		36	\$4,550.00
15 Miscellaneous Basin Details	2	6	8	16		32	\$4,070.00
<b>Total</b>	<b>24</b>	<b>81</b>	<b>196</b>	<b>316</b>	<b>0</b>	<b>617</b>	<b>\$75,345.00</b>
<b>C. ROADWAY DESIGN</b>							
1 Horizontal Alignment Data (1 Sheet)		2	6	8		16	\$1,890.00
2 Horizontal Geometry Sheets (2 Sheets)	2	6	8	12		28	\$3,650.00
3 Demolition Plan Shts - Main Street (3 Shts - 1"=40')	1	2	8	18		29	\$3,400.00
4 Demolition Plan Shts - Wesley Drive (3 Shts - 1"=40')	1	2	8	18		29	\$3,400.00
5 Rdwy/Drainage Plan & Profile Shts - Main St (3 Shts - 1"=40')	2	8	24	32		66	\$8,000.00
6 Rdwy/Drainage Plan & Profile Shts - Wesley Dr (3 Shts - 1"=40')	2	6	18	32		58	\$6,950.00
7 Intersection Grading Layouts - not included						0	\$0.00
8 Driveway Schedule and Details (1 Sheet)	1	4	6	8		19	\$2,440.00
9 Standard Pavement Details		2	6	8			\$1,890.00
10 Public Utility Adjustments - Minor	2	6	16	24		48	\$5,870.00
11 Standard Public Utility Details		2	4	6		12	\$1,440.00
<b>Total</b>	<b>11</b>	<b>40</b>	<b>104</b>	<b>166</b>	<b>0</b>	<b>305</b>	<b>\$38,930.00</b>



DESCRIPTION OF WORK TASKS	PROJ MGR	SR PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>D. TRAFFIC CONTROL PLANS</b>							
1 Narrative/Phasing Overview (1 Sheet)	1	4	8	12		25	\$3,100.00
2 TCP Phase 1	1	8	12	16		37	\$4,660.00
3 TCP Phase 2	1	8	12	16		37	\$4,660.00
4 Detour Plans - Not included						0	\$0.00
5 TCP Standards Details		2	4	8		14	\$1,650.00
<b>Total</b>	<b>3</b>	<b>22</b>	<b>36</b>	<b>52</b>	<b>0</b>	<b>113</b>	<b>\$14,070.00</b>
<b>E. SIGNING AND PAVEMENT MARKINGS</b>							
1 Signing & Striping Sheets (4 Sheets - double stacked)	2	6	12	24		44	\$5,390.00
2 Pavement Marking Details (5 Sheets)		2	4	8		14	\$1,650.00
<b>Total</b>	<b>2</b>	<b>8</b>	<b>16</b>	<b>32</b>	<b>0</b>	<b>58</b>	<b>\$7,040.00</b>
<b>F. STORM WATER POLLUTION PREVENTION PLANS (SWPPP)</b>							
1 Storm Water Pollution Prevention Plan Sheets (4 Sheets)	2	6	8	24		40	\$4,910.00
2 Storm Water Pollution Prevention Details (2 Sheets)		2	4	8		14	\$1,650.00
<b>Total</b>	<b>2</b>	<b>8</b>	<b>12</b>	<b>32</b>	<b>0</b>	<b>54</b>	<b>\$6,560.00</b>
<b>G. CROSS SECTIONS</b>							
1 Earthwork Quantities (3 Sheets)	1	4	8	16		29	\$3,520.00
2 Cross Sections (20 Sheets)	2	8	12	32		54	\$6,560.00
3 Project Sign (1 Sheet)		1	2	6		9	\$1,035.00
<b>Total</b>	<b>3</b>	<b>13</b>	<b>22</b>	<b>54</b>	<b>0</b>	<b>92</b>	<b>\$11,115.00</b>
<b>H LIGHTING DESIGN</b>							
1 Street Lighting Plans - Not included						0	\$0.00
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>I. Project Management/Specs/Agencies &amp; Team Coordination/Quantities/Misc</b>							
1 Overall Project Management/Team Coordination/ Project Controls	16	16	12		8	52	\$8,200.00
2 Data Collection	2	4	6			12	\$1,820.00
3 Field Visits	8	12	12	8	4	44	\$6,320.00
4 Coordination - Stakeholders	4	12	8	12		36	\$5,080.00
5 Private Utilities Assessment/Utility Conflict Table/Coordination	4	12	24	18		58	\$7,630.00
6 City/TxDOT/Coordination/meetings/approvals/signatures	8	12	8			28	\$4,700.00
7 Quantities	2	8	18			28	\$3,920.00
8 Opinion of Probable Construction Costs	2	6	12			20	\$2,870.00
9 Project Manual & Specifications	4	8	18			30	\$4,360.00
<b>Total</b>	<b>50</b>	<b>90</b>	<b>118</b>	<b>38</b>	<b>12</b>	<b>308</b>	<b>\$44,900.00</b>
<b>J. QUALITY ASSURANCE/QUALITY CONTROL</b>							
1 QA/QC up to 3 Submittals	16	18	24	32	1	91	\$12,805.00
2 Independent Constructability Review	8					8	\$1,760.00
<b>Total</b>	<b>24</b>	<b>18</b>	<b>24</b>	<b>32</b>	<b>1</b>	<b>99</b>	<b>\$14,565.00</b>
<b>TOTAL HOURS</b>	<b>120</b>	<b>292</b>	<b>558</b>	<b>796</b>	<b>13</b>	<b>1763</b>	
Contract Labor Rate	\$220.00	\$165.00	\$120.00	\$105.00	\$75.00		
<b>TOTAL LABOR COSTS BASIC ENGINEERING SERVICES</b>	<b>\$26,400.00</b>	<b>\$48,180.00</b>	<b>\$66,960.00</b>	<b>\$83,580.00</b>	<b>\$975.00</b>		<b>\$226,095.00</b>

### III. BID PHASE

DESCRIPTION OF WORK TASKS	PROJ MGR	SR PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>K. Bid Phase</b>							
1 Participate in Pre-bid Conference Meeting	2	2	1			5	\$890.00
2 Prepare Necessary Addenda To Address Issues or Clarifications	1	6	8	4		19	\$2,590.00
3 Participate in Bid Opening Meeting & Tabulation of Bids	1	2	4			7	\$1,030.00
4 Evaluate the Bid Proposals & Make Award Recommendation	1	4	2			7	\$1,120.00
<b>Total</b>	<b>5</b>	<b>14</b>	<b>15</b>	<b>4</b>	<b>0</b>	<b>38</b>	<b>\$5,630.00</b>

### IV. CONSTRUCTION PHASE SERVICES

DESCRIPTION OF WORK TASKS	PROJ MGR	SR PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>L. Construction Phase Services (6 months)</b>							
1 Preconstruction Meeting	2	2				4	\$770.00
2 Monthly Progress Meetings	4	10	12			30	\$4,570.00
3 Review pay apps, submittals, RFI's, & other data	6	16	24			94	\$14,040.00
4 Substantial & Final Walk Through	2	6	6			22	\$3,350.00
5 Periodic Site Visits - As needed	4	12	18			34	\$5,020.00
6 Change Order Support - As needed	2	4	4			10	\$1,580.00
7 Finalize As-built Drawings	1	4	8	16		29	\$3,520.00
<b>Total</b>	<b>21</b>	<b>54</b>	<b>72</b>	<b>16</b>	<b>0</b>	<b>223</b>	<b>\$32,850.00</b>
<b>TOTAL HOURS</b>	<b>21</b>	<b>54</b>	<b>72</b>	<b>16</b>	<b>0</b>	<b>223</b>	
Contract Labor Rate	\$220.00	\$165.00	\$120.00	\$105.00	\$75.00		
<b>TOTAL LABOR COSTS BASIC ENGINEERING SERVICES</b>	<b>\$4,620.00</b>	<b>\$8,910.00</b>	<b>\$8,640.00</b>	<b>\$1,680.00</b>	<b>\$0.00</b>		<b>\$32,850.00</b>

**V. BASE SUBCONTRACTED/OTHER SERVICES**

DESCRIPTION OF WORK TASKS		COST	SUB MGMT	TOTAL
1	Topo Survey (Plan & Profile), Channel X-sec - Kuo & Associates (Ex. C)	\$20,105.00	10%	\$22,115.50
2	Environmental - Halloway (Exhibit D)	\$25,600.00	10%	\$28,160.00
3	Geotechnical Investigation - Aviles Corporation (Exhibit E)	\$38,917.00	10%	\$42,808.70
4	Structural design (Junction boxes) - SSH, Inc.	\$10,000.00	10%	\$11,000.00
5	Public Meeting # 1- Gauge Engineering			\$10,000.00
6	Public Meeting # 2- Gauge Engineering			\$5,000.00
7	Printing and Reproduction/Mileage/Deliveries			\$1,000.00
TOTAL SUBCONTRACTED ENGINEERING SERVICES				\$120,084.20

GRAND TOTAL - <u>BASE DESIGN</u>	
I. DRAINAGE STUDY	\$74,895.00
II. BASE DESIGN PHASE (60%, 90%, Final)	\$226,095.00
III. BID PHASE	\$5,630.00
IV. CONSTRUCTION PHASE SERVICES	\$32,850.00
V. BASE SUBCONTRACTED/OTHER SERVICES	\$120,084.20
	\$459,554.20

**VI. ADDITIONAL ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS		COST	SUB MGMT	TOTAL
1	Detention Pond Survey - Kuo & Associates (Ex. C)	\$2,025.00	10%	\$2,227.50
2	Public Meeting/Cultural Resource Ped Survey - Halloway (Exhibit D)*	\$37,000.00	10%	\$40,700.00
3	TDLR Inspection - Accessibility Check	\$1,000.00	10%	\$1,100.00
4	Public Meeting - Gauge Engineering			\$5,000.00
5	Construction Inspection-Full Time Inspector (7-mon duration @ \$100/hr)		10%	\$112,000.00
6	Urban Forester Tree Protection/Removal - CN Koehl	\$5,000.00	10%	\$5,500.00
TOTAL SUBCONTRACTED ENGINEERING SERVICES				\$166,527.50

Summary	
Base Fee	\$459,554.20
Additional Services	\$166,527.50
Grand Total	\$626,081.70





**KUO**  
 & associates, Inc.  
 Consulting Engineers  
 & Surveyors

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 Houston, TX 77042  
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 Fax: (713) 975-0920  
 Engineering Firm Reg. No. F-4578  
 Surveying Firm Reg. No. 10075600  
 www.kuoassociates.com

April 15, 2021

Muhammad Ali, PE  
 Principal  
 Gauge Engineering  
 3200 Wilcrest Dr, Suite 220  
 Houston, TX 77042

Re: Wesley and Main Street, City of League City  
 Topographic and Boundary Surveying

Dear Mr. Ali:

Kuo & Associates, Inc. is pleased to submit this proposal to perform the following for the above referenced project.

Item	Services
Item-1	Topographic Surveying (Wesley & Main Street)
Item-2	Basemap Plan & Profile (Wesley & Main Street)
Item-3	Survey Control Map
Item-4	Topographic Surveying of Detention Pond
Item-5	Boundary Surveying of Detention Pond
Item-6	Surveying Channel Cross Sections

Scope of work and fee will be as follows:

### **SCOPE OF WORK**

Following streets, channel and detention pond sites will be surveyed as marked on the attached exhibit:

Streets	Quantity (LF)
Main Street	1,300
Wesley Dr	1,000
<b>Total</b>	<b>2,300</b>
Channel	Quantity (LF)
Channel 1	1,400
Channel 2	200
Channel 3	200
<b>Total</b>	<b>1,800</b>
Detention Pond	Quantity (ac)
Pond A	7.5
<b>Total</b>	<b>7.5</b>

In general, the scope for work will be including the following items and tasks:

Item 1: Topographic Survey (Wesley & Main Streets):

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. Survey will be tied to the City of League City monument (if available) or nearby NGS monument. Survey will also be tied to the nearby TSARP monument.
- Cross sections will be surveyed at every 100 feet interval along the project route.
- All planimetric features will be surveyed along the corridor for a width of ROW+10'.
- All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located and pipe size and flow line measure downs in the manholes, inlets (as available and that can be opened) will be obtained.
- Texas one-call system will be notified, and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
- Attempt will be made to recover and verify enough monumentation along the existing roadway to establish estimated right-of-way lines for topographic surveying scope. Task of establishing estimated ROW may involve some limited abstracting and deed research, however, detail boundary category survey is excluded in determination.
- Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided.
- Boreholes will be located in the field and will be shown in the AutoCAD plan drawing

Item 2: Basemap Plan & Profile (Wesley & Main Streets)

- Coordinate with private utility companies and City of League City for record drawings
- Perform utility research and delineation of underground utility lines from available record drawing and surveyed information
- Prepare profile for ground lines corresponding to the center line of the street, center line of the ditch/curb lines, right-of-way lines for the streets as shown in the attached table.
- Prepare profile view of existing utilities for the same streets from available record and field information
- All deliverables will be as long strip in the AutoCAD/DGN format with side text on the top and bottom boundary of the drawing.

Item 3: Survey Control Map

- A survey control map will be prepared showing swing ties to traverse and baseline points as well as TBM's. The survey control map will be signed and sealed by a Registered Professional Land Surveyor in charge of the project.

Item-4: Topographic Surveying for Detention Pond (Pond A)

Topographic survey will be performed for a proposed detention pond A as shown in the attached Exhibit.

Survey shall conform to all requirements of City of League City and Category 6 survey, Condition 2 of TSPS Manual as applicable. In general, the scope for survey will be including the following tasks:

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. The nearby TSARP monument will also be tied to the survey as benchmark.
- Survey elevations in a grid not exceeding 50'x50'
- Survey all topographic and utility features.
- Prepare a plan drawing with DTM/contour in AutoCAD/DGN.

The deliverables will be signed and sealed topographic survey map and CAD drawing.

Item-5: Boundary Surveying for Detention Ponds (Pond A)

Boundary Survey will be done for the proposed detention pond A as shown in the attached exhibit. Survey will comply with Category 1A, Condition 2 survey of the latest TSPS Manual and City of League City survey requirements as applicable/feasible. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88. In conformance, the scope of work will include the following:

- Searching and surveying monuments for establishing boundary of the site.
- Abstracting and deed research for the pond site and adjoining properties.
- Preparing plat map drawing for boundary of the site.
- Preparing metes and bound description for the boundary of the site.
- Map check closure for the boundary.
- Setting the boundary on the ground.

The deliverables will be signed and sealed boundary plat map and metes and bounds.

Item-6: Channel Cross Sections Survey

Channel cross sections will be surveyed for the segments of channel as shown in the attached exhibit.

In general, the scope for survey will be including the following tasks:

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. The nearby TSARP monument will also be tied to the survey as benchmark.
- Survey channel cross sections at a spacing not exceeding 300'. Each section will include elevations at flowline, toe, high bank, water level, estimated ROW line, etc.
- Prepare a plan drawing with surveyed cross sections in AutoCAD/DGN.

To our understanding the following and any tasks not mentioned in the above items **are excluded** from the scope of this proposal

- Boundary level survey for determining of right of way of the street
- Any Level A and B SUE category survey
- Construction phase survey (including staking design centerline)

**FEE AND SCHEDULE:**

Estimated fees and schedule for the above referenced works will be as follows:

Item	Services	Fee (lump sum)	Schedule
Item-1	Topographic Surveying (Wesley & Main Street)	\$9,140.00	4 weeks
Item-2	Basemap Plan & Profile (Wesley & Main Street)	\$2,405.00	
Item-3	Survey Control Map	\$1,280.00	
Item-4	Topographic Surveying of Detention Pond	\$3,980.00	2 weeks
Item-5	Boundary Surveying of Detention Pond	\$2,025.00	
Item-6	Surveying Channel Cross Sections	\$3,300.00	1 week
<b>Total</b>		<b>\$22,130.00</b>	<b>4 to 6 weeks</b>

*April 15, 2021*  
*Proposal for Survey*

*Page No. 4*

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Shaheen Chowdhury". The signature is fluid and cursive, with the first name "Shaheen" and last name "Chowdhury" clearly distinguishable.

Shaheen Chowdhury, P.E., R.P.L.S.

**LEVEL OF EFFORTS FOR BASIC SERVICE:**

Item 1: Level of Efforts for <b>Topographic Survey (Wesley &amp; Main Streets)</b>								
Survey Tasks	sub tasks	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
<b>Survey Controls</b>	Setting controls				1	1	\$150.00	\$1,410.00
	Tie to project benchmark		0.5		1	1.5	\$202.50	
	Horizontal control work		0.5		2	2.5	\$352.50	
	Vertical control work		1		4	5	\$705.00	
<b>Topo Survey</b>	One Call & Private utility coordination		1			1	\$105.00	\$7,730.00
	Limited Abstracting for ROW						\$300.00	
	Estimated ROW		2	4	4	10	\$1,300.00	
	Surveying roadway & topo features			16	24	40	\$5,040.00	
	Borehole survey		0.5		2	2.5	\$352.50	
	Manhole inverts		0.5		2	2.5	\$352.50	
	QC/QA	2				2	\$280.00	
<b>Project Management</b>	Proj Management						\$0.00	<b>\$0.00</b>
<b>Total</b>								<b>\$9,140.00</b>

Item 2: Level of Efforts for <b>Basemap Plan &amp; Profile</b>								
Tasks	sub tasks	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
<b>Plan &amp; Profile</b>	Utility research		1			1	\$105.00	\$2,405.00
	Topo & Utility Plan			12		12	\$1,080.00	
	Ground & utility profile			8		8	\$720.00	
	QC/QA	1		4		5	\$500.00	

item 3: Level of Efforts for <b>Survey Control Maps</b>								
Survey Tasks	sub tasks	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Survey Control Map	Preparing Survey control map	1	4	8		13	\$1,280.00	\$1,280.00

April 15, 2021  
Proposal for Survey

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Level of Efforts Topographic Survey- Detention Pond								
Survey Tasks	sub tasks	RPLS	Survey Tech	CADD	Crew	Hrs	Cost	Total
		\$140.00	\$105.00	\$90.00	\$150.00			
<b>Detention Pond-A</b>	Establish survey controls				2	2	\$300.00	<b>\$3,980.00</b>
	Survey grid elevations				16	16	\$2,400.00	
	Prepare a plan drawing with DTM		4	8		12	\$1,140.00	
	QA/QC	1				1	\$140.00	
<b>Total</b>		<b>\$3,980.00</b>						

Survey Tasks	sub tasks	RPLS \$140.00	Survey Tech \$105.00	CAD D \$90.00	Crew \$150.00	H rs	Cost	Total
Detention Pond Site	Search & survey boundary monuments				1	1	\$150.00	\$2,025.00
	Abstracting					0	\$350.00	
	Deed research	1	4			5	\$560.00	
	Preparation of boundary plat		2	4		6	\$570.00	
	Preparation of metes and bounds		1			1	\$105.00	
	Set boundary corners				1	1	\$150.00	
	QA/QC	1				1	\$140.00	
Total								\$2,025.00

Survey Tasks	sub tasks	RPLS \$140.00	Survey Tech \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Channel Cross Section Survey	Establish survey controls				4	4	\$600.00	\$3,300.00
	Survey channel cross sections				8	8	\$1,200.00	
	Limited abstracting					0	\$300.00	
	Estimated Channel ROW	2	4			6	\$700.00	
	Prepare a plan drawing with cross section			4		4	\$360.00	
	QA/QC	1				1	\$140.00	
Total								\$3,300.00





April 15, 2021

Mr. Derek St. John, P.E., CFM  
Gauge Engineering  
3200 Wilcrest Drive, Suite 220  
Houston, Texas 77042

**RE: Environmental Services Proposal  
League City – Main Street and Wesley Drive  
League City, Galveston County, Texas**

Dear Mr. St. John:

Thank you for allowing Hollaway Environmental + Communication Services, Inc. (Hollaway) the privilege of submitting an Environmental Services proposal to Gauge Engineering (Client), on behalf of the City of League City, for the proposed League City Main Street and Wesley Drive Project in League City, Galveston County, Texas. The Subject Property consist of undeveloped maintained tracts located along Clear Creek within the northeast quadrant of the intersection of Wesley Drive and Main Street (FM 518). Though the project is receiving federal funds, it has been identified by FEMA as Categorically Excluded, therefore an EA is not included in this scope of work.

Based on preliminary reviews conducted by Hollaway and the Client, the following Basic Services are proposed:

- 1. Wetland Delineation and Jurisdictional Determination**
- 2. Threatened and Endangered (T&E) Species Habitat Assessment**
- 3. Cultural Resources Desktop Analysis**
- 4. Clean Water Act (CWA) Nationwide Permitting (NWP)**
- 5. Avoidance, Minimization, Mitigation Coordination**

The following Additional Services will be recommended, as needed:

- 6. Public Involvement**
- 7. Cultural Resources Pedestrian Survey**



## SCOPE OF WORK

### Basic Services

#### **Task 1. Wetland Delineation and Jurisdictional Determination**

To determine if any potentially jurisdictional Waters of the United States (WOUS) exist, Hollaway will delineate the boundaries of all aquatic features and determine their potential jurisdictional status through records and literature review, intensive field surveys, and coordination with the United States Army Corps of Engineers (USACE) and the Environmental Protection Agency (EPA). Hollaway will identify and delineate the following within the Subject Property:

- All potential jurisdictional WOUS, including wetlands
- All non-jurisdictional wetlands
- All non-jurisdictional watercourses

All wetlands will be delineated in accordance with the procedures mandated in the USACE *1987 Wetland Delineation Manual* (Manual) and November 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain* (Version 2.0). The OHWM of all waterbodies will be delineated in accordance with standard procedures set forth by the USACE. The delineation will adhere to industry standards utilized on similar projects in similar areas by environmental professionals. All boundaries shall be surveyed with sub-meter Global Positioning System (GPS) technologies that are consistent with the methodologies generally accepted by the USACE.

Hollaway will coordinate with the engineer and/or surveyors so that they can record the elevation of the OHWM for their design and volume calculations. If surveyors are unable to accompany Hollaway in the field, Hollaway will mark the OHWM with pin flags or spray paint.

Hollaway will provide a KMZ of the data points and representative photographs of delineated aquatic features.

Hollaway will compile a draft WOUS Delineation Report. The report will include a discussion of the natural resources found on the Subject Property, including vegetation, hydrology, and soils, along with the results of the field investigation for jurisdictional wetlands and waters. The report will include:

- Wetland/upland data sheets
- Subject Property map indicating the size and location of wetlands based on GPS measurements
- Approved Jurisdictional Determination (AJD) forms or Preliminary Jurisdictional Determination (PJD) forms, as determined by the Client
- Minimum of 10 Subject Property photographs
- Vicinity map
- Federal Emergency Management Agency (FEMA) 100-year floodplain map
- United States Geological Survey (USGS) topographic maps
- Natural Resource Conservation Service (NRCS) soils map
- Historical aerial photographs
- Infrared imagery

- United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) map
- USGS National Hydrography Dataset (NHD) map
- Light Detection and Ranging (LiDAR) map
- Table describing the mapped aquatic features

Following Client review, Hollaway will submit the final document to the USACE for verification and jurisdictional determination.

### ***USACE Field Verification***

The USACE and/or EPA will verify the boundaries of those areas delineated that may be within their jurisdiction utilizing the draft Jurisdictional Delineation Report. This verification may be conducted from their offices (desk audit) or performed in the field at Subject Property. Hollaway assumes that the verification will consist of a field inspection for this project.

Hollaway will accompany a USACE representative in the field during the verification process.

### **Task 2. Threatened and Endangered Species Habitat Assessment**

A Memorandum of Agreement (MOA) between USFWS, EPA, and National Marine Fisheries Service (NMFS) requires an assessment of potential affect to state and federally listed species protected under the ESA, Migratory Bird Treaty Act (MBTA) and the CWA. To comply with federal and state regulations and to support the CWA permitting process Hollaway will conduct a T&E species habitat assessment.

Qualified Hollaway biologists will review publicly available information from state and federal agencies to determine which state or federally listed species, or suitable habitat for these species could be present on the Subject Property. As part of this task, Hollaway will review the following information:

- A Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD) and literature review to determine the state and federally listed species that potentially occur on or adjacent to the Subject Property
- Review of species lists for Galveston County available through the USFWS and the TPWD
- Database search of USFWS Information Planning and Consultation (IPaC) Trust Resources Report
- 50 CFR 10.13 for USFWS's region specific list of birds protected by the MBTA.
- USGS topographic map
- Aerial photograph
- NRCS soil survey data for Galveston County

Qualified Hollaway biologists will perform meandering pedestrian surveys to verify the presence or absence of suitable habitat for state or federally listed T&E species on or adjacent to the Subject Property. Habitat types and current land use will be documented and photographed. Photographs of the habitat available on the Subject Property will be included in the T&E Habitat Assessment Report. The T&E Habitat Assessment Report will identify the presence or absence of suitable habitat for listed species and provide recommendations for Best Management Practices (BMPs), if needed.

### Task 3. Cultural Resources Desktop Analysis

Hollaway will work with a subcontractor to conduct a desktop cultural and historical resources review of the proposed Subject Property. The goals of the desktop review will be to gather all available information regarding previously conducted cultural resources surveys, previously documented cultural resources including archaeological sites, cemeteries, and above-ground historical resources, identify the potential for these resources to affect the current development, and determine management recommendations to satisfy all applicable federal or state cultural resource laws.

The desktop review will begin with a background archaeological literature and records search of the proposed Subject Property. Other critical factors that will be examined include the level of previous ground disturbances, types of soils, and any obvious standing structures that appear on USGS topographic maps. Once the records review is complete, a Constraints Analysis Report will be prepared detailing the findings of the desktop review. The Constraints Analysis Report will document the methodology used in the investigations, the presence and condition of any previously recorded sites and/or surveys revealed in the literature review and provide estimates on the level of future archeological work, if any, that may be necessary to satisfy potentially applicable federal or state cultural resource laws.

A draft of the Constraints Analysis Report will be provided to the Client for review and approval, followed by a final report incorporating comments and suggestions as appropriate. The subconsultant will submit the Final Report to the Texas Historical Commission (THC) for concurrence.

### Task 4. Clean Water Act Nationwide Permitting

Impacts to WOUS will require compliance with the CWA. Depending on the type of proposed activity (maintenance of existing flood control facilities, outfall, minor discharges, minor dredging, or bank stabilization) and the amount of impacts to WOUS in acres or linear feet, one of several types of CWA permits may be considered. Based on a preliminary review; NWP 7 and/or NWP 43 may be applicable.

**Table 1** describes the limits for each type of CWA permit that may be needed for this project. The USACE determines required permitting by cubic yards, acres, or linear feet of impact. For the purpose of this proposal and for planning, the costs for a NWP with a Pre-Construction Notification (PCN) have been provided.

**Table 1: USACE Permitting Thresholds and Timeframes**

USACE Permit	Acres of Impact Threshold	Estimated Time Frame
NWP (NWP 7 or 43)	<ul style="list-style-type: none"><li>Up to 0.5 acres of non-tidal wetlands</li><li>Up to 0.3 acres of tidal wetlands</li><li>Up to 500 linear feet of impacts</li><li>Construction of outfall below OHWM</li></ul>	6 to 8 months*

\*This is an estimate of the permitting timeline and cannot be guaranteed. Time frames are dependent on USACE staffing and schedules.

The PCN includes permit drawings and exhibits depicting the proposed project (engineering drawings provided by the Client) in addition to the results of the wetland delineation (**Task 1**). It is assumed that Hollaway will receive pertinent engineering information from the Client; including Best Management Programs (BMPs), cut/fill calculations, detailed design drawings, and associated structures that may

require evaluation and permitting. It is also assumed that the Client will provide these drawings in Geographic Information Systems (GIS) or a compatible format that is geo-referenced before a draft PCN will be written. Hollaway will include previously prepared T&E Species Habitat Assessment (**Task 2**) and THC concurrence (**Task 3**) as attachments in its submittal to the USACE to satisfy the regional general conditions.

The PCN will include a cover letter along with associated plan view and cross-section graphics detailing impact area and other pertinent attachments. Hollaway will submit a draft PCN to the Client for review. After the Client comments are incorporated, Hollaway will submit a final PCN to the Client and to the USACE for permit approval.

### **Task 5. Avoidance, Minimization, Mitigation Coordination**

Hollaway will assist the Project Team during their consideration of alternatives by providing information on the environmental constraints identified and collected in Tasks 1, 2, and 3. Minor design changes that will avoid environmental constraints could save the project time spent in permitting and agency coordination and funds spent on mitigation. Hollaway anticipates this coordination would consist of providing a comprehensive KMZ of environmental constraints, a meeting with the Project Team to discuss these findings, a review of project alternatives, and identifying the alternative that would represent the path of least resistance in environmental clearance.

## **Additional Services**

### **Task 6. Public Involvement**

Due to the partial federal funding of this project and potential acquisition of easements, the project must comply with NEPA, and public involvement is a required component of this process. The NEPA process provides analyses of the potential impacts to the natural and human environments.

Hollaway will perform the following NEPA-compliant public involvement tasks to plan, organize, and facilitate one virtual public meeting for the proposed project:

- Prepare and distribute multilingual (English/Spanish) noticing materials, including mailed letters. Letters will be mailed at least 15 days before the scheduled meeting date.
- Prepare a virtual public meeting with a pre-recorded presentation, including development of a PowerPoint presentation and presentation script. Script will be developed utilizing information provided by the Client (schematics, design, and construction information as needed). All materials will be provided in English and Spanish.
- Participate in one virtual public meeting dress rehearsal approximately 3 days before public meeting date.
- Organize, facilitate, and execute one virtual public meeting, including virtual meeting platform setup, public meeting moderation, and presentation of the formal public meeting pre-recorded presentation.
- Prepare a one-page public meeting summary report and a database of public comments received, including:

- A brief description of the project, project purpose, and virtual public meeting format
- Final stakeholder notification list and virtual public meeting attendee and comment databases

## Task 7. Cultural Resources Pedestrian Survey

A terrestrial survey may be necessary depending on the findings of the desktop analysis. The terrestrial field investigations will consist of a pedestrian survey and shovel test excavation. The interval and number of shovel tests will be increased in areas with a higher potential for containing intact cultural resources, based on background research or field observation. Shovel tests are expected to be excavated along transects at an interval of approximately 15 to 30 meters (50 to 100 feet). This testing interval will be increased in section of the property as required by variations in topography and degree of disturbance or decreased as needed for the Subject Property delineation. All pertinent survey data will be recorded by GPS. Photo locations will be recorded via sub-meter accurate GPS and plotted on project maps with the direction of shot recorded.

The terrestrial survey will be detailed in a full report suitable for agency review and in support of required state and federal review.

## COST PROPOSAL

**Table 2** describes the lump sum costs for each task (**Basic Services** and **Additional Services**) described above in the Scope of Work for each of the four proposed projects.

**Table 2. Overall Costs for Proposed Project Tasks**

TASK	Basic Services	Additional Services
<b>Basic Services</b>		
1. Wetland Delineation and Jurisdictional Determination	\$9,500.00	
2. T&E Species Habitat Assessment	\$4,500.00	
3. Cultural Resources Desktop Analysis*	\$1,400.00	
4. CWA NWP	\$7,800.00	
5. Avoidance, Minimization, Mitigation Coordination	\$2,400.00	
<b>Additional Services</b>		
6. Public Involvement		\$22,000.00
7. Cultural Resources Pedestrian Survey*		\$15,000.00
<b>Grand Total</b>	<b>\$25, 600.00</b>	<b>\$37,000.00</b>

\*Subcontractors will be used for this task.

## DELIVERABLES

A DRAFT copy of all reports will be provided electronically to the Client and the City of League City for review.

After addressing Client and City of League City comments, a FINAL report will be sent electronically and in hardcopy (by request). Hollaway will work with the Client and the City of League City to submit documents as needed or required to state and/or federal agencies.

## ASSUMPTIONS

This proposal presents the normal elements of environmental work that are typically required to complete this type of project. No project task will be performed without the prior approval of the Client and only those costs associated with each task will be billed. Hollaway makes the following assumptions regarding this proposal:

- Hollaway will be granted right-of-entry to the Subject Property prior to beginning fieldwork.
- Hollaway will be provided **shapefiles and/or Google Earth .KMZ** files of the Subject Property that are georeferenced in a mutually agreeable electronic format prior to completing fieldwork. Hollaway will not be able to conduct field surveys without above file formats.
- Hollaway assumes one mobilization will be required, weather permitting. Should additional mobilizations be required, this will be charged according to the **2021 Hollaway Standard Billing Rates**.
- Should **any** portion of the project be revised during or after fieldwork is complete, a change order will be required to reassess any acreage and incorporate findings into the reports.
- Hollaway assumes one (1) meeting will be required for USACE Field Verification
- Hollaway will provide four public involvement specialists to execute the virtual public meeting.
- Hollaway will be responsible for preparing, mailing, and providing payment for letter notices.
- Spanish language translation will be required for noticing and virtual public meeting materials.
- Hollaway's Zoom Webinar platform will be used to host the virtual public meeting.
- The Client and the City of League City to provide staff to support the virtual public meeting question-and-answer period.
- Video production services will be provided to pre-record the meeting presentation.
- Although Hollaway can provide the services listed below, they are not included within this proposal.
  - NEPA EA preparation and FEMA coordination
  - CWA Standard Permitting
  - Phase I Environmental Site Assessment
  - Section 7 USFWS Consultation
  - Cultural Mitigation Planning
  - T&E Species Specific Presence/Absence Surveys
  - Ecological Modeling (may be required if permitting is required)
  - Compensatory Mitigation Plan (may be required if permitting is required)
  - Wetland Mitigation Credits
  - Drone imaging of the Subject Property

All items not included in this proposal can be performed, if required, through a separate cost proposal.

## SCHEDULE

Hollaway can begin the desktop review and tasks within two weeks of receipt of Notice to Proceed (NTP). It is anticipated that **Task 1, 2, 3 and 5** would be completed within 10 weeks of right-of-entry and finalization survey boundaries. The USACE Field Verification is subject to USACE workload and manpower. **Task 4** would occur concurrently and begin around 60% design. A NWP with PCN typically takes approximately 6 months for approval. However, Hollaway cannot guarantee the schedule and approval of permits from the USACE. There are many factors that may cause delays in permit reviews such as natural disasters, understaffed reviewers, and project manager turnover within the USACE. Hollaway will work with the USACE in order to expedite the process by providing complete information and being available to promptly answer questions and additional information requests.

If you approve Hollaway to proceed with the services outlined in this proposal, please sign, and return an executed copy of this entire document to Hollaway indicating which tasks are initially authorized. Acceptance and signed approval of this proposal indicates acceptance of the attached **General Terms and Conditions**.

Thank you for allowing Hollaway to submit a cost proposal in support of this very important project. If you have any questions or concerns, please contact me at ally@hollawayenv.com or (713) 868-1043.

Sincerely,



Ally Altemose, PWS  
*Director of Environmental Services*

Approved and Accepted by:

---

Client Signature

Enclosures:

Client Provided Subject Property Map  
2021 Hollaway Standard Billing Rates  
2021 Hollaway General Terms and Conditions

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Printed Name

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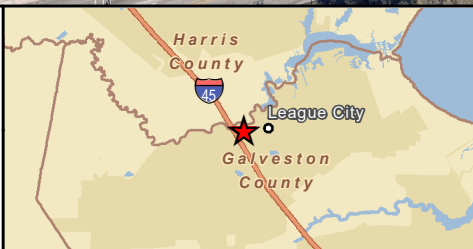
Date





## Main St & Wesley Dr Proposal Map

Galveston County, Texas



**HOLLAWAY**  
ENVIRONMENTAL + COMMUNICATIONS



0 60 120  
Feet



# Standard Billing Rate Schedule

## Environmental Regulatory Compliance, Communications, and General Services:

Title	Hourly Rate*
<b>Project Management</b>	
Senior Principal	\$ 225.00
Managing Principal	\$ 205.00
Project Director	\$ 180.00
Senior Project Manager	\$ 160.00
Project Manager	\$ 140.00
<b>Environmental</b>	
Environmental Technical Expert	\$ 140.00
Senior Environmental Planner/Scientist	\$ 130.00
Environmental Planner/Scientist	\$ 115.00
Associate Environmental Planner/Scientist	\$ 100.00
Assistant Environmental Planner/Scientist	\$ 90.00
Environmental Technician	\$ 75.00
<b>Communications</b>	
Communications Technical Expert	\$ 140.00
Senior Communications Specialist	\$ 130.00
Communications Specialist	\$ 115.00
Associate Communication Specialist	\$ 100.00
Assistant Communication Specialist	\$ 90.00
Communications Technician	\$ 75.00
<b>GIS Support</b>	
Senior GIS Specialist	\$ 130.00
GIS Specialist	\$ 115.00
Associate GIS Specialist	\$ 100.00
Assistant GIS Specialist	\$ 90.00
GIS Technician	\$ 75.00
<b>Graphic Support</b>	
Creative Director	\$ 140.00
Senior Graphic Designer	\$ 130.00
Graphic Designer	\$ 100.00
Assistant Graphic Designer	\$ 75.00
<b>Economics</b>	
Senior Economist	\$ 225.00
<b>Additional Support Services</b>	
Technical Editor	\$ 150.00
Account Manager	\$ 125.00
Associate Account Manager	\$ 90.00
Clerical	\$ 65.00

## **Direct Costs, Travel, and Equipment**

Item	Unit Price
<b>Printing and Mailing</b>	
Photocopies (Color 8.5x11 / 11x17)	\$1.00 / \$1.50/ ea.
Photocopies (Black and White 8.5x11 / 11x17)	\$0.15 / \$0.20/ ea.
Postage	Standard Rates
<b>Equipment</b>	
Drone	\$1,500/ day
Boat and Motor (including trailer), plus direct fuel cost	\$1,400/ day
ATV (including trailer)	\$200/ day
Global Positioning System (Trimble GeoXT)	\$140/ day
Vehicle Milage	\$0.575/ mi. Or current IRS 2020 Standard Milage rates
<b>Audio/Video Equipment</b>	
Video camera (video + audio recordings)	\$300/ day
PA (full system with microphone)	\$100/ day
Projector/ Screen	\$75/ day
Digital camera (photographs)	\$75/ day
Projector	\$50/ day
Microphone only	\$50/ day
Speakers only	\$50/ day
Pop-up screen only	\$35/ day
Digital monitor + Multimedia players	\$25/ day

## CLIENT CONTRACT GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** "HECS" shall mean Hollaway Environmental and Communications Services, Inc. and "OWNER" shall mean the client named in the Agreement. "Agreement" shall mean the authorizing document, such as the contract, purchase order, or approved HECS proposal, allowing HECS to proceed with services provided to OWNER.

**STANDARD OF CARE:** The standard of care applicable to HECS's services will be the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as HECS provides to OWNER under the Agreement.

**ACCESS:** The OWNER shall furnish all access to property and rights-of-way for the performance of HECS's services.

**ESTIMATES:** Estimates of cost of construction, financing, acquisition of real or personal property or rights-of-way shall be made in accordance with generally accepted professional practices and procedures. However, HECS has no control over construction costs, competitive bidding and market conditions, nor costs of financing, acquisition of real or personal property or rights-of-way; and HECS does not guarantee the accuracy of such cost estimates as compared to actual cost or bids.

**CONSTRUCTION PHASE:** HECS shall not be responsible during the construction phase for the construction means, methods, techniques, sequences or procedures of construction contractors, installers or suppliers, or the safety precautions and programs incident thereto.

**PAYMENT and FEES:** Unless otherwise agreed upon, payments shall be made by the OWNER to HECS within fifteen (15) days based on invoices submitted by HECS. For pay-when-paid subcontracts, the OWNER shall make payment to HECS within five (5) days of OWNER receiving payment. The OWNER shall also pay HECS a late payment charge for any payments not made within the date ranges stipulated above at the rate of 2.0% per month. As allowed by contract, subcontractors, expenses, and other direct costs will be charged at actual cost plus a 10% administrative burden fee.

**TIME OF PERFORMANCE:** HECS shall commence work upon receipt of written notice to proceed from the OWNER and shall complete the work within the time period set forth in the Agreement, subject to any delays caused by the OWNER, other agencies involved in the work or any other parties or events not under the control of HECS.

**SUSPENSION OR TERMINATION:** In the event the work is terminated or suspended by the OWNER prior to the completion of the Agreement, HECS shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension.

**LEGAL COST, PERMITS, FEES, ETC.:** The OWNER shall furnish or compensate HECS for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by HECS. HECS cannot and does not guarantee the schedule required for regulatory agency action, approvals, and permitting. Agency requests for additional information, analyses, and studies will require additional costs that would be borne by the Client. Permit requests may be denied or offered in terms that may not meet Client expectations. HECS fees are due and payable independent of the success or failure of environmental regulatory permit actions.

**CHANGES:** The OWNER may, at any time prior to the completion of the services, direct, in writing, any changes to the services, including but not limited to the revision of the scope of services, time period, or schedule of performance. HECS shall perform such changes to the services as directed by the CLIENT in writing and shall be paid for such services at rates established by the Agreement, or as may be otherwise agreed between the OWNER and HECS. HECS will not be responsible for changes in regulations, codes, statutes, rules, or guidance governing the services provided by HECS that occur during or after the performance of services.

**INDEMNIFICATION:** Except as stated below, HECS shall indemnify and save harmless the OWNER from claims, losses, lawsuits, or expenses caused directly by HECS's sole negligent acts and errors or omissions in the performance of HECS's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances in the Project, including removal, disposal or cleanup or environmental liability, the OWNER shall indemnify, save harmless and defend HECS from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of HECS's services, or claims against HECS arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

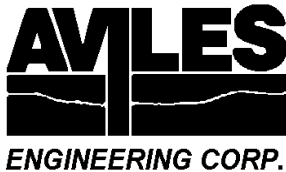
**LIMIT OF LIABILITY:** To the fullest extent permitted by law, the OWNER agrees to limit HECS's liability to the OWNER and to all construction contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to HECS's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of HECS to all those named shall not exceed the total fee for HECS's services rendered in the project. Under no circumstances shall HECS be liable to the OWNER for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including HECS's fault or negligence.

**COMPLIANCE WITH LAW:** HECS shall comply with all applicable provisions of Federal, State, and local laws or regulations relating to employment.

**SEVERABILITY:** If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**DEFENSE OF CLAIMS:** In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, OWNER agrees to compensate HECS for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which HECS is a party nor to cases where such services are part of the agreed scope of services.

Valid Through 12/31/2021



April 14, 2021

Mr. Muhammad Ali, P.E.  
Principal  
Gauge Engineering  
3200 Wilcrest Drive, Suite 220  
Houston, TX 77042

Re: Revised Geotechnical Investigation Proposal  
Drainage Improvements of Main Street and Wesley Drive  
League City, Texas  
AEC Proposal No. G2021-03-06R3

Dear Mr. Ali,

Aviles Engineering Corporation (AEC) is pleased to present this revised geotechnical investigation proposal for the proposed drainage improvements of Main Street and Wesley Drive in League City, Texas (Harris County Key Map 659L). According to the project layout provided and Google Earth, the existing roadways within the project limits are as below: (a) Main Street four lanes (two lanes in each direction with a turning lane at intersection) with concrete pavement; (b) Westley Street two lanes (one lane in each direction) with asphalt pavement; and (c) Highland Terrace Drive two lanes (one lane in each direction) with concrete pavement. AEC understands that the proposed improvements include: (i) to construct either detention pond A which is approximately 8 acres, or detention pond B which is approximately 4.3 acres; the estimated depth of the pond is 8 to 9 feet (based on the depths of existing drainage ditches within the project limits of approximately 8 to 10 feet deep); (ii) improving an approximately 1,300 feet long of the west channel between Ponds A and B; and (iii) to replace/construct approximately 2,220 feet of storm sewer and culverts (that will cross Main Street) along Main Street and Wesley Drive, and the estimated maximum invert depth of the storm sewer is approximately 8 or 9 feet.

According to the geotechnical guidelines of Harris County's Engineering Design Manual and your request, AEC proposes to drill nine (9) soil borings: (a) 4 borings at 20 feet deep for Pond A (or Pond B depending on which site will be used); and (b) 3 borings at 15 feet for storm sewer, and two 40-foot deep borings for the culverts. The proposed borings are shown on the attached boring location plan. The total drilling footages is 205 feet. We also propose to install a 20 feet deep piezometer in Boring B-1. We will perform a site reconnaissance prior to drilling and mark the boring locations. We will contact the Texas 811 System to confirm utility locations; however, Texas 811 does not locate water, sanitary, or storm sewer lines. We also request the entry permits for the detention pond area be provided to us at no cost to AEC.

Based on our site visit, AEC anticipates that (a) all the roadway borings can be accessed by a truck-mounted drill rig, and traffic control and pavement coring will be required; and (b) all the detention pond borings can be accessed by buggy drill rig. AEC will use two flaggers to provide traffic control for the roadway borings during our field exploration. Three concrete payment cores and one asphalt pavement core will be cut. We will collect samples continuously in the top 20 feet and at 5-foot intervals thereafter. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). Representative portions of all soil samples will be sealed, packaged, and transported to our laboratory. We will note any visual evidence or odor indicating hazardous materials if encountered in the samples. Water level readings will be noted during drilling and obtained upon completion of drilling (and 24 hours for off pavement borings where possible), the boreholes located on pavement will be grouted with cement-bentonite upon completion of drilling and



the pavement patched with non-shrink grout or asphalt depending on the existing pavement type; while the detention pond borings will be backfilled with bentonite chips. We will obtain 24 hours, and one month water level readings in the PZ, then PZ will be plugged. Boring locations will be surveyed by others to determine X-Y coordinates and surface elevations.

Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, and unconfined compression and unconsolidated-undrained triaxial tests depending on the soil types encountered. Two (2) consolidated-undrained (CU) triaxial tests, two (2) double hydrometer analysis, and four (4) crumb tests will be performed depending on the soil types encountered. As part of our services, we will perform a preliminary fault study, which includes reviewing in-house published fault maps to identify if any documented faults crossing the subdivision.

We will analyze the field and laboratory data to develop geotechnical engineering recommendations for (i) boring logs shown existing pavement and base thicknesses, subsurface soils and ground water depth encountered in the borings; (ii) evaluation whether the soils at detention pond area are dispersive; (iii) geotechnical guidelines for the storm sewer/covert installation including open cut and/or auger methods; (iv) slope stability analyses on 2 or 3 selected cross-sections for the proposed detention pond/the west drainage channel under short-term, long-term, and rapid drawdown conditions; and recommendations for the stable slope inclination; geotechnical recommendations for the outfall pipes installation as necessary; (v) recommendations for replacement concrete and asphalt thickness and subgrade preparation; and (vi) geotechnical recommendations and dewatering guidelines for the facility construction.

The lump sum fee for our services is **\$38,917.00** as presented on the Itemized Fee Estimates in the Attachments. The fees are based on the following assumptions: The fee assumes (i) the site will be open and accessible to a truck-mounted drilling rig for pavement area, the detention borings can be accessed by a ATV drill rig, and the field personnel will use Level D during the field exploration; (ii) any right-of-way for private property access permits if required, except for League City's ROW, for drilling will be provided to AEC at no cost to AEC; (iii) standby time, Phase I fault study, safety training, surveying, tree clearing, fence removal/restoration, working with hazardous materials, environmental sampling/testing/evaluation, and plan/specification review are not included in the above fee.

We propose to perform a site reconnaissance 2 weeks after we receive notice to proceed. Weather permitting, and assuming no field delays, we plan to start the field exploration about 2 to 2.5 weeks after all necessary permits are obtained. The field exploration will take about 2 to 2.5 weeks. Laboratory soil testing will require 4 to 5 weeks (due to CU triaxial tests) to complete after completion of the drilling, and the draft report will take 3 to 4 weeks after laboratory testing is completed. We will submit final report and trench safety letter two weeks after we receive review comments on the draft report.

To reduce delays in the schedule and avoid additional fees, we request that we be provided with any proposed or preferred geotechnical-related design details including existing utility drawings, and design 100-year flood elevation at the onset. Also, you will notify AEC whether the additional services will be performed prior to AEC marking the borings in the field.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. To authorize us to proceed with the proposed geotechnical services, you may sign and return a copy of this proposal to authorize AEC to proceed with the services, or issue us a Professional Services Contract to proceed with the services clearly reflecting the scope of services to be performed and referencing this proposal.

Gauge Engineering  
Drainage Improvements of Main Street and Wesley Drive  
League City, Texas  
AEC Proposal No. G2021-03-06R3  
April 14, 2021

Page 3 of 4



We appreciate the opportunity to present this proposal, and look forward to working with you.

Respectfully Submitted,  
**AVILES ENGINEERING CORPORATION**  
(TBPE FIRM REGISTRATION NO. 42)

A handwritten signature in blue ink, appearing to read "Shou Ting Hu", is written over a light blue circular stamp.

Shou Ting Hu, M.S.C.E., P.E.  
President

Attachments: Terms and Conditions, Itemized Fee Estimate, Boring Location Plan, Boring Summary Table

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_



## **GEOTECHNICAL INVESTIGATION TERMS AND CONDITIONS**

### **STANDARD OF CARE**

The CLIENT recognizes that actual subsurface conditions can vary from those observed and/or encountered at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data interpretations and recommendations by AVILES ENGINEERING will be based solely on information available to the AVILES ENGINEERING during the investigation. AVILES ENGINEERING is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

### **SCOPE OF SERVICES**

AVILES ENGINEERING will develop a scope of services based on the project information provided by the CLIENT. AVILES ENGINEERING shall not be responsible for problems arising due to inadequate number of borings and/or depths dictated or required by others or inadequate engineering analyses, if the CLIENT reduces the scope of services and/or provides insufficient or invalid project or other relevant information to AVILES ENGINEERING. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

### **SITE ACCESS AND SITE CONDITIONS**

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT, as well as provide location data for all below and above ground structures, pipelines and utilities. For such items encountered, not called to the attention of AVILES ENGINEERING, the CLIENT shall assume responsibility for any resultant damages. AVILES ENGINEERING will take reasonable precautions to minimize damage to the site, but it is understood by the CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

### **BILLING AND PAYMENT**

The CLIENT will pay AVILES ENGINEERING the lump sum amount(s) shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT by AVILES ENGINEERING, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

### **LIMITATION OF LIABILITY / INDEMNIFICATION**

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited to a sum equal in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.



## ITEMIZED FEE ESTIMATE

**Nine borings: (a) Detention ponds, 4@20', 1 PZ@20'; (b) Storm sewer/culverts, 3@15', and 2@40'**

<b>A. FIELD EXPLORATION</b>	<b>QTY</b>	<b>UNIT</b>		<b>RATE</b>	<b>AMOUNT</b>
Mobilization/Demobilization (Truck-Mounted Rig)	1	LS	@	\$700.00	\$700.00
Drill Crew Travel	2	hrs.	@	\$250.00	\$500.00
Coordination & Utility Checking (Sr. Technician)	8	hrs.	@	\$90.00	\$720.00
Boring Layout & Site Reconnaissance (Graduate Engineer)	6	hrs.	@	\$115.00	\$690.00
Boring Logging and Field Supervising (Technician)	30	hrs.	@	\$65.00	\$1,950.00
Concrete Pavement Coring and Patching (6" dia, 0"-6" thick)	4	ea.	@	\$170.00	\$680.00
Concrete Pavement Coring (6" dia, 6" to 12" thick)	18	in.	@	\$16.00	\$288.00
Asphalt Coring and Patching (6" dia, 0"-6" thick)	1	ea.	@	\$159.00	\$159.00
Soil Drilling w/truck-mounted rig (0'-20' continuous)	165	ft.	@	\$25.00	\$4,125.00
Soil Drilling w/truck-mounted rig (20'-50' continuous)	0	ft.	@	\$30.00	\$0.00
Soil Drilling w/truck-mounted rig (20 to 50 ft intermittent)	40	ft.	@	\$23.00	\$920.00
Grouting Holes	185	ft.	@	\$12.00	\$2,220.00
Surcharge for Drilling with Buggy Rig	80	ft.	@	\$10.00	\$800.00
Metal Cover for Piezometers	0	ea.	@	\$100.00	\$0.00
Installing Piezometers	20	ft.	@	\$24.00	\$480.00
Groundwater Readings (Technician, Two Trips)	6	hrs.	@	\$65.00	\$390.00
Plug and Abandon Piezometers	20	ea.	@	\$20.00	\$400.00
Standby Time (Drill Crew)	0	hrs.	@	\$300.00	\$0.00
Vehicle Charge	42	hrs.	@	12.00	\$504.00
	<b>SUBTOTAL</b>				<b>\$15,526.00</b>
<b>B. ALLOWANCE</b>					
Permits for Detention Pond (Sr. Technician)	4	hrs.	@	\$85.00	\$340.00
Tree Clearing (for Borings at Detention Pond)	0	day	@	\$1,950.00	\$0.00
Traffic Control along Roadway (Two Flaggers)	3	day	@	\$1,200.00	\$3,600.00
	<b>SUBTOTAL</b>				<b>\$3,940.00</b>
<b>C. GEOTECHNICAL LABORATORY TESTING</b>					
Atterberg Limits (ASTM D-4318)	26	ea.	@	\$71.00	\$1,846.00
Passing No. 200 Sieve (ASTM D-1140)	10	ea.	@	\$55.00	\$550.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	4	ea.	@	\$65.00	\$260.00
Double Hydrometer (ASTM D-4221)	2	ea.	@	\$250.00	\$500.00
Crumb Test (ASTM D-6572)	4	ea.	@	\$43.00	\$172.00
Moisture Content (ASTM D-2216)	92	ea.	@	\$11.00	\$1,012.00
Unconfined Compression (ASTM D-2166)	13	ea.	@	\$51.00	\$663.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	14	ea.	@	\$72.00	\$1,008.00
Consolidated-Undrained Triaxial Test (ASTM D-4767)	2	ea.	@	\$1,800.00	\$3,600.00
	<b>SUBTOTAL</b>				<b>\$9,611.00</b>
<b>C. SLOPE STABILITY ANALYSIS FOR DETENTION POND</b>					
Senior Engineer, P.E.	4	hrs.	@	\$205.00	\$820.00
Graduate Engineer, EIT	24	hrs.	@	\$115.00	\$2,760.00
	<b>SUBTOTAL</b>				<b>\$3,580.00</b>
<b>E. ENGINEERING ANALYSIS &amp; REPORT PREPARATION</b>					
Senior Engineer, P.E.	4	hrs.	@	\$205.00	\$820.00
Project Engineer, P.E.	16	hrs.	@	\$165.00	\$2,640.00
Graduate Engineer, EIT	20	hrs.	@	\$115.00	\$2,300.00
Senior Technician	3	hrs.	@	\$90.00	\$270.00
Engineering Assistant	2	hrs.	@	\$70.00	\$140.00
Reproduction (3 Copies of Final Report)	3	copies	@	\$30.00	\$90.00
	<b>SUBTOTAL</b>				<b>\$6,260.00</b>
	<b>TOTAL ESTIMATED FEE</b>				<b>\$38,917.00</b>



0 100 200 300  
APPROX. SCALE, FT

PROP.  
CULVERT

PROP.  
DETENTION  
PONDS

PROP.  
CULVERT

PROP. STORM  
SEWER ALIGN.

#### LEGEND:

**B-# (X')** BORING NO. AND (DEPTH, FT)  
 PROPOSED BORING LOCATION

NOTE: BORING LOCATIONS ARE APPROXIMATE AND  
SUBJECT TO CHANGE BASED ON SITE CONDITIONS.

#### AVILES ENGINEERING CORPORATION

#### BORING LOCATION PLAN DRAINAGE IMPROVEMENTS OF MAIN STREET AND WESLEY DRIVE LEAGUE CITY, TEXAS

AEC PROJECT NO.:  
G2021-03-06R3

DATE:  
04-14-21

SOURCE DRAWING PROVIDED BY:  
GAUGE ENGINEERING

APPROX. SCALE:  
1" = 300'

DRAFTED BY:  
BpJ

PLATE NO.:  
PLATE 1

Boring No.	Depth (ft)	Road Side	PCC Coring	AC Coring	PZ (ft)	Buggy Rig	Buggy Footage	Traffic Control	T.C. Footage	Cont Sampling		Intermit Sampling		Sample #	Tree Clearing	League City ROE	Note
										0' - 20'	20' - 40'	20'-50'	50'-100'				
B-1	20	N	0	0	20	Y	20	N	0	20	0	0	0	10		Y	Detention Pond A
B-2	20	N	0	0		Y	20	N	0	20	0	0	0	10		Y	Detention Pond A
B-3	20	N	0	0		Y	20	N	0	20	0	0	0	10		Y	Detention Pond A
B-4	20	N	0	0		Y	20	N	0	20	0	0	0	10		Y	Detention Pond A
B-5	15	Y	1	0		N	0	Y	15	15	0	0	0	8		Y	Open cut, Wesley & Main Street (2 lanes/each direction)
B-6	15	Y	0	1		N	0	Y	15	15	0	0	0	8		Y	Open cut, 2 lane asphalt pavement (one/each direction), Wesley
B-7	40	Y	1	0		N	0	Y	40	20	0	20	0	14		Y	Culverts, Main Street, 2 lanes/each direction, W Channel
B-8	15	Y	1	0		N	0	Y	15	15	0	0	0	8		Y	Open cut, 2 lane concrete pavement (one/each direction)
B-9	40	Y	1	0		N	0	Y	40	20	0	20	0	14		Y	Culverts, Main Street, 2 lanes/each direction, E Channel
SUM	205		4	1	20	0	80		125	165	0	40	0	92			
Alternative Borings for Detention Pond B																	
B-1	20	N	0	0	20	Y	20	N	0	20	0	0	0	10		Y	Detention Pond B
B-2	20	N	0	0		Y	20	N	0	20	0	0	0	10		Y	Detention Pond B
B-2A	20	N	0	0		Y	20	N	0	20	0	0	0	10		Y	Detention Pond B
B-3A	20	N	0	0		Y	20	N	0	20	0	0	0	10		Y	Detention Pond B



"ATTACHMENT F"  
PROJECT SCHEDULE  
MAIN STREET AND WESLEY DRAINAGE IMPROVEMENTS



	Activity Name	Start Date	Finish Date	Duration (Cal. Days)	2021									2022								
					2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter		
					Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
1	PROJECT DURATION	Tues 04/27/2021	Fri 07/22/2022	452																		
2	PROJECT INITIATION																					
3	Contract Approval at City Council Meeting	Tues 04/27/2021	Tues 04/27/2021	0																		
4	Kick-off Meeting	Tues 05/04/2021	Tues 05/04/2021	0																		
5	Issue Agreements to Sub-Consultants	Tues 05/04/2021	Fri 05/07/2021	4																		
6	PLANNING PHASE																					
7	H&H Analysis/Report	Mon 05/10/2021	Fri 08/06/2021	89																		
8	Survey - H&H Analysis Support	Mon 05/10/2021	Fri 06/04/2021	26																		
9	Environmental Field Work	Tues 06/01/2021	Wed 06/30/2021	30																		
10	Submit Draft H&H Analysis/Report	Fri 08/06/2021	Fri 08/06/2021	0																		
11	City Review Period	Fri 08/06/2021	Fri 09/03/2021	29																		
12	Submit Final H&H Analysis/Report	Fri 09/17/2021	Fri 09/17/2021	0																		
13	Topographic Survey	Mon 07/19/2021	Fri 09/17/2021	61																		
14	Environmental Investigation (CE)	Mon 07/19/2021	Mon 03/14/2022	239																		
15	Geotechnical Investigation	Mon 07/19/2021	Fri 09/17/2021	61																		
16	DESIGN PHASE																					
17	60% Design	Mon 09/20/2021	Fri 12/17/2021	89																		
18	60% DESIGN SUBMITTAL	Fri 12/17/2021	Fri 12/17/2021	0																		
19	City Review Period	Fri 12/17/2021	Fri 01/07/2022	22																		
20	90% Design	Mon 01/10/2022	Fri 03/11/2022	61																		
21	90% DESIGN SUBMITTAL	Fri 03/11/2022	Fri 03/11/2022	0																		
22	City Review Period	Fri 03/11/2022	Mon 03/28/2022	18																		
23	100% Design	Mon 03/28/2022	Fri 04/22/2022	26																		
24	FINAL SIGNED & SEALED PS&E SUBMITTAL	Fri 04/22/2022	Fri 04/22/2022	0																		
25	Utility Signatures	Fri 04/22/2022	Fri 05/06/2022	15																		
26	BID PHASE																					
27	Request Permission to Bid at City Meeting	Tues 05/10/2022	Tues 05/10/2022	0																		
28	1st Advertisement Date	Fri 05/13/2022	Fri 05/13/2022	0																		
29	2nd Advertisement Date	Fri 05/20/2022	Fri 05/20/2022	0																		
30	Bids Opening	Fri 06/03/2022	Fri 06/03/2022	0																		
					A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	

## **PSA Exhibit B**

### **PHASE REQUIREMENTS**

**I. Design Phase Services are considered "Time Critical" and subject to Liquidated Damages as outlined in Item 5 of the Professional Services Agreement. This phase must conform to the following submittal types and requirements:**

**A. 30% Submittals should, at a minimum, include the following:**

1. Plans that contain the following information:
  - a. Cover Sheet
  - b. Field Survey Plan Sheet
  - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
  - d. Demo Plan
  - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
6. Traffic Impact Analysis (if needed)
7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
8. Preliminary Land Acquisition Information (if needed)
9. Preliminary Geotechnical findings (if needed)
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

**B. 60% Submittals should, at a minimum, include the following:**

1. Plans that contain the following information:
  - a. Cover Sheet w/ index
  - b. General Notes
  - c. Sheet Layout
  - d. Typical Cross-Sections
  - e. Survey Control
  - f. Demo Plan
  - g. Grading Plan (if needed)
  - h. Tree Protection and/or Landscape Plan (if needed)
  - i. Traffic Control Plan (if needed)
  - j. Proposed Drainage Area Map and calculations
  - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
  - l. Intersection Details
  - m. Sidewalks, Traffic Signage, & Pavement Marking Plans
  - n. SW3P Plan Sheet(s) and Details
  - o. Standard CoLC Details applicable for project
  - p. Project Specific Requirements/Details/Notes such as
    - 1) Electrical Plans/Details
    - 2) Structural Plans/Details
    - 3) Signal Plans/Details
2. Final ROW Documents for Land Acquisition (if needed)
3. Completed Geotechnical Report (if needed)
4. List of Updated Utility Conflicts and contact information for appropriate utilities.

5. List of needed Permits, draft applications for needed Permits
6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

**C. 90% Submittals should, at a minimum, include the following:**

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

**D. Resubmittals**

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

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

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

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

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



# Exhibit C – CDBG Requirements

## I. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

Professional agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

Professional shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

Professional shall maintain all records required by the federal regulations specified in 24 CFR 570.506, and any other records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records demonstrating compliance with citizen participation requirements;
- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing;
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- h. Financial records as required by 24 CFR 570.502;
- i. Agreements and other records related to lump sum disbursements to private financial institutions financing rehabilitation as prescribed in 570.513; and
- j. Records required to be maintained in accordance with other applicable laws and regulations set forth in subpart K of 24 CFR 570.

## 2. Retention

Professional shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final payment has been received.

## 3. Reports

Professional shall furnish reports to the City which include, but may not be limited to, the following:

- a. Reimbursement Request Reports and back-up documentation.
- b. Client Data Reports.
- c. Employee Data Reports submitted to the City with the first reimbursement request and thereafter whenever a change in employment status occurs.
- d. A Performance Report submitted at the end of the Agreement period.

Reimbursement Requests and Client Data Reports shall be submitted at least quarterly, and preferably monthly. Reports shall be submitted within ten (10) working days of the end of the reporting period.

The performance report and final reimbursement request is due no later than thirty (30) calendar days after the end of the Agreement period.

Professional shall insure recognition of the role of HUD and the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, Professional will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## 4. Reversion of Assets

Professional shall transfer any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds to the City. Any real property that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must continue to meet the eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR 570.503(b)(7).

## 5. Real Property Records

Professional shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet



eligibility criteria and shall conform with the “changes in use” restrictions specified in 24 CFR 570.505.

6. National Objectives

Professional agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG Program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

7. Close-outs

Professional’s obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

8. Audits & Inspections

All Professional records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Professional within thirty (30) days after receipt by Professional. Failure of Professional to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Professional hereby agrees to have an annual agency audit conducted in accordance with the current City policy concerning Professional audits.

C. Reporting & Payment Procedures

1. Budgets

Professional must submit a budget to the City. The City and Professional may agree to revise the budget from time to time in accordance with existing City policies.

2. Program Income

Professional shall report on a monthly basis all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Professional shall

comply with the requirements set forth in 24 CFR 570.504(c). By way of further limitations, Professional may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period as specified in 24 CFR 570.503(b)(2)-(5). Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

3. Indirect Costs

If indirect costs are charged, Professional will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval.

4. Payment Procedures

The City will pay to Professional funds available under this Agreement based upon information submitted by Professional and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Professional, not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Professional accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of Professional.

D. Procurement

1. Compliance

Professional shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Any real property under Professional's control that was acquired or improved in whole or in part with CDBG funds must either be:

- a. Used by Professional to meet one of the national objectives in 24 CFR 570.200(a)(2) and (3) until five (5) years after expiration or termination of the City's Agreement with HUD; or
- b. Transferred to the City; or
- c. Disposed of in a manner that results in the amount of the then current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition thereof, or improvements to, the property being reimbursed to the City. Such reimbursement is not required if disposed of more than five (5) years after the expiration or termination of this Agreement.
- d. Further, if within five (5) years of the termination or expiration of this Agreement, Professional ceases to use any or all personal property attributable to CDBG funds to meet a national objective,

the personal property shall either revert to the City or be disposed of in accordance with the applicable federal rules and regulations, including, but not limited to OMB Circular A-110.

- e. The City, in its sole discretion, shall determine whether or not Professional use of any property meets a national objective and primary objective contained in 24 CFR 570.200 (a)(2) and (3).
- f. After the expiration of five (5) years, Professional shall have no obligation to comply with this section regarding real or personal property.
- g. Nothing contained herein shall be construed to conflict with the duties of Professional as set forth in the Texas Bus. Org. Code Ann. Section 22.001, et seq or any other applicable statute.

## 2. OMB Standards

Professional shall procure materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

## 3. Travel

Professional shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

## 4. Relocation, Acquisition & Displacement

Professional agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. Professional agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

# II. PERSONNEL & PARTICIPANT CONDITIONS

## A. Civil Rights

### 1. Compliance

Professional agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259 and Executive Order 12892.

### 2. Nondiscrimination

Professional will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex,

disability or other handicap, age, marital status, or status with regard to public assistance. Professional will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570, Part K. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Professional shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Professional, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

### 4. Section 504

Professional agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 and 794) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide Professional with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

### 1. Approved Plan

Professional agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.

### 2. Women/Minority Business Enterprises

Professional will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this

definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. Professional may rely on written representations by sub-Professionals regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Professional shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for the purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Professional will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by Professional's contracting officer, advising the labor union or worker's representative of Professional's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity/Affirmative Action Statement

Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that it is an Equal Opportunity or Affirmative Action employer.

6. Sub-Agreement Provisions

Professional will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every Sub-Agreement or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

C. Employment Restrictions

1. Prohibited Activity

Professional is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and/or activities that constitute nepotism.

2. Occupational Safety and Health Act

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working

conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

Professional agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 3141-3148, 3161, 3162, 3701-3706 and 3708) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Professional shall maintain documentation which demonstrates compliance with hour and wage requirements of these acts and laws. Such documentation shall be made available to the City for review upon request.

Professional agrees that, except with respect to the rehabilitation or construction of single family residential property designed for residential use for less than eight (8) contiguous households, all contractors engaged under agreements in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, and 3 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Professional of its obligation, if any, to require payment of the higher wage. Professional shall cause or require to be inserted in full, in all such agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such agreements in excess of \$10,000.00.

Professional shall also comply with 24 CFR 70 which sets out the circumstances under which individuals who volunteer their services may be used.

4. "Section 3" Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other

impediment that would prevent them from complying with the part 135 regulations.

- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### D. Conduct

##### 1. Assignability

Professional shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Professional from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Hatch Act

Professional agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, as indicated by the affirming signature on Exhibit "C."

3. Conflict of Interest

Professional agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Professional further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Professional hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or Professionals which are receiving funds under the CDBG Entitlement Program.

4. Architectural Barriers Act and the Americans with Disabilities Act

Professional agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. Professional also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131, et seq.) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. The City shall provide Professional with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

5. Sub-Agreements



a. Approvals

Professional shall not enter into any sub-agreements with any agency, company or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Professional will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Professional shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-agreement executed in the performance of this Agreement.

d. Selection Process

Professional shall undertake to ensure that all sub-agreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-agreements shall be forwarded to the City along with documentation concerning the selection process.

6. Copyright

If this Agreement results in any copyrightable material, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

7. Religious Organization

Professional agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

**III. ENVIRONMENTAL CONDITIONS**

A. Air and Water

Professional agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C., 7401, et seq., particularly sections 176© & (d); 40 CFR Parts 6, 51, and 93
- The Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- The National Environmental Policy Act of 1969. 42 U.S.C. 4321, et seq.
- HUD Environmental Review Procedures (24 CFR, Parts 50 & 58).

B. Flood Disaster Protection

Professional agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 & 5154a, et seq.) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

Professional agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

Professional agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. Particular attention should be placed on Subpart B—The Section 106 Process, including notifying tribal entities identified in HUD's Tribal Directory Assessment Tool.

In general, this requires concurrence from the Texas Historical Commission (State Historic Preservation Officers – SHPO) and the Tribal Historic Preservation Officers (THPO), for all rehabilitation, demolition or modifications of historic properties that are forty-five (45) years old or older or that are included on a federal, state, or local historic property list or various applicable tribal property lists. Additionally, this requires concurrence from the SHPO and THPO for new construction and rehabilitation within a Historic District or elsewhere within League City unless the project is deemed Exempt or Categorically Excluded not subject to Section 58.5.