



## **PROFESSIONAL SERVICES AGREEMENT**

(FEMA and CDBG funding)

(version 1-7-2021)

This AGREEMENT (“Agreement”) is entered by and between **RPS Infrastructure** (“Professional”), located at **575 N. Dairy Ashford, Suite 700 Houston, TX 77079** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Drainage Improvements for the Brittany Bay, Newport, Ellis Landing and The Landing Subdivisions**. 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 **\$294,675** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and
    - (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay

all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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

9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, 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 acknowledgment that FEMA financial assistance will be used to fund the contract only. Professional will comply will 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)*

**RPS INFRASTRUCTURE - "Professional"**

  
\_\_\_\_\_  
Mike McClung – Houston Water Officer Leader

**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**  
(41 pages, including this page)

See attached Scope of Work Proposal from RPS Group, Inc.

575 N. Dairy Ashford  
Suite 700  
Houston, Texas 77079  
T +1 281 589 7257

April 14, 2021

Mr. Christopher Sims  
Director of Engineering  
City of League City  
500 W. Walker Street  
League City, Texas 77573

Re: Proposal for Professional Engineering Services for HMGP & CDBG-DR Hurricane Harvey Drainage Projects – Brittany Bay, Newport & Ellis Landing, and the Landing Located in League City, Texas

Dear Mr. Sims:

RPS appreciates the opportunity to provide the City of League City (City) with this proposal for professional engineering services for the above project. The City received grant funding for various drainage projects including the three (3) locations noted above. All three were awarded CDBG-DR funding through GLO while the Brittany Bay Subdivision Improvements Project was also awarded an HMGP grant through FEMA. Due to the various funding mechanisms, RPS will separate each project location in this scope for reimbursement purposes.

RPS was selected to design drainage improvements at Brittany Bay, Newport & Ellis Landing, and The Landing by utilizing existing easements to provide flood relief for adjacent streets to drain into nearby creeks. These areas experienced major flooding during Hurricane Harvey and endure nuisance ponding within streets during lesser storm events. RPS plans to utilize as-builts, topographic survey, and geotechnical information to aide in the design for the drainage improvements. Also included in the scope will be outfalls into the adjacent channel, grading, sidewalks, site restoration, permitting, right-of-way acquisition, bidding, and construction phase services. We intend to bid all three (3) projects together but will include splitting the projects to bid separately as an additional service.

The three (3) project locations are described as follows and shown on the attached exhibits:

Brittany Bay Subdivision Drainage Improvements – DR 2009

This project includes the installation of grass or concrete overflow swales at four (4) existing drainage easement sites along Edinburg Avenue. The sites may include slope paving or erosion control devices to prevent long term erosion of Landing Ditch.

Newport & Ellis Landing Subdivisions Drainage Improvements – DR 2104

This project includes the installation of grass or concrete overflow swales at sixteen (16) existing drainage easement sites along Civil Drive and Newport Boulevard. The sites may include slope paving or erosion control devices to prevent long term erosion of Newport Ditch.

The Landing Subdivision Drainage Improvements – DR 2105

This project includes the installation of grass or concrete overflow swales at eight (8) existing drainage easement sites along Dixie Drive, Knoxville Drive, and Orion Drive. The sites may include slope paving or erosion control devices to prevent long term erosion of Landing Ditch.

## **SCOPE OF BASIC PROFESSIONAL ENGINEERING SERVICES**

RPS is prepared to provide professional engineering services to complete the necessary work described above. The scope of services for various aspects of the project is outlined below. We have separated the level effort between the three (3) project locations as directed. All Design Phase Services (Tasks #2 - #7) for each project are considered Time Critical Services with submittal dates noted in the schedule section.

### **Brittany Bay**

#### **Task 1 – Project Management and Coordination**

1. Coordination meetings with the City and project team members. It is anticipated that there will be no more than three (3) in-person coordination meetings with City staff throughout the project design. RPS will also participate in monthly progress meetings as requested by the Client. These meetings will typically be held online. All other coordination will occur via email or phone conferences.
2. Conduct one (1) field visit to take site photos and gather information pertaining to existing conditions.
3. Public and private utility coordination.
4. Project management will include documentation/records along with task management, workload scheduling, project scheduling, internal meetings, meeting minutes and weekly progress reports.
5. Attend up to three (3) public meetings.

#### **Task 2 – Topographic Survey and Data Verification**

Topographic Survey will substantially conform to the current Texas Society of Professional Survey Standards and Specifications for a Category 6, Condition II Survey. RPS will contract with MBCO for this work. The complete, detailed scope of work is attached to this proposal.

1. Boundary survey of existing right-of-way and existing easements.
2. At the location of each easement, provide the following:
  - a. Elevations at CL or road, gutter line, top of curb approximately 20-ft wide or width of the easement.
  - b. Elevations at the edge of easement and centerline of easement every 50 ft from the top of curb to the top bank of the channel
3. Provide elevations of channel for proposed outfall location: top bank, toe of slope, ordinary high-water mark, flow line, etc.
4. Collect as-built data for all existing utilities and pipelines within proposed project limits.
5. Collect topographic data for all existing infrastructure including, but not limited to, curb, sidewalk, storm sewer, inlets, landscaping, fences, utilities, etc.
6. Collect information for all trees with size and species.
7. Provide information in AutoCAD format for use in project base map.
8. Provide survey control sheets.

#### **Task 3 – Geotechnical Investigation**

RPS will contract with Terracon for this work. The geotechnical investigation will provide recommendations concerning construction and site preparation, slope stability, erosion control, and depth of water table. The scope of work is summarized as follows with the detailed scope of work attached to this proposal:

1. Drill and sample four (4) borings in Landing Ditch and perform geotechnical laboratory tests to determine engineering properties.
2. Measure depth of groundwater.



3. Prepare boring logs.
4. Prepare geotechnical report for soil characteristics.

#### **Task 4 – Environmental Permitting Assessment**

1. Conduct one (1) field visit to take site photos and gather information pertaining to wetlands and ordinary high-water mark.
2. Conduct threatened and endangered species habitat assessment.
3. Prepare technical memo including exhibits and permitting needs based on proposed recommendations.

#### **Task 5 – Preliminary Design**

1. RPS will utilize existing utility drawings, schematics, studies and as-builts provided by the City for the drainage improvements.
2. RPS will prepare 30% Plans that will include Cover Sheet, Field Survey Plan Sheet, Design Plan Sheets, Demo Plan, and Typical Cross-Sections.
3. RPS will prepare a utility conflict list including contact information for private utilities.
4. RPS will prepare a preliminary construction cost estimate.
5. RPS will provide permitting recommendations and requirements from Task 4.
6. RPS will provide preliminary land acquisition information.
7. RPS will provide preliminary geotechnical findings.
8. RPS will update the design schedule.
9. RPS will meet with City of League City at the end of the preliminary phase to discuss preliminary design drawings and review comments.
10. RPS will address comments from the City at the following 60% milestone submittal.

#### **Task 6 – 60% Design Submittal**

1. RPS will prepare a submittal letter addressing previous comments made during the preliminary review.
2. RPS will prepare plans that will include the following:
  - a. Cover Sheet with index
  - b. General Notes
  - c. Sheet Layout
  - d. Typical Cross-Sections
  - e. Survey Control
  - f. Demolition plan
  - g. Plan & Profile of proposed improvements including proposed grading.
  - h. Tree Protection Plan (Subconsultant).
  - i. Traffic Control Plan.
  - j. SW3P Plan and Details
  - k. Standard and Miscellaneous Details
3. Prepare Final Right-of-Way Documents as needed.
4. RPS will submit completed geotechnical report.
5. RPS will prepare table of Contents of anticipated technical specifications.
6. RPS will update the utility conflict list.
7. RPS will prepare applications for any required permits (if needed).
8. RPS will update the construction cost estimate.
9. RPS will update the design schedule and prepare a preliminary construction schedule.
10. RPS will meet with City of League City at the end of this phase to discuss design drawings and review comments.
11. RPS will address comments from the City at the following 90% milestone submittal.

### **Task 7 – 90% Design Submittal**

1. RPS will update the design plans.
2. RPS will prepare submittal letter addressing previous comments made during the 60% review.
3. RPS will prepare Project Manual including front end documents and technical specifications.
4. RPS will prepare SW3P Manual with appropriate documentation and signatures.
5. RPS will prepare the final utility conflict list including contact information for private utilities.
6. RPS will update the construction cost estimate.
7. RPS will provide approved permits.
8. RPS will meet with City of League City at the end of this phase to discuss design drawings and final review comments.

### **Task 8 – Final Design Documents**

1. Address final review comments.
2. Provide Final Sealed Construction Plans and Project Manual.
3. RPS will assist in getting City Engineer signature.
4. Provide completed SW3P Manual.
5. Submit Final Opinion of Probable Construction Cost.

### **Task 9 - Bid Phase Services**

1. Provide electronic and hard copies of Bid Documents to the City.
2. Assist the City in preparation for advertisement including updating Civcast with bid information and uploading bid documents.
3. Participate in the pre-bid conference for prospective bidders.
4. Receive, review and answer questions received from plan holders and issue addenda as required.
5. Attend bid opening.
6. Check bids for errors, responsiveness and tabulate results.
7. Review the qualifications of the apparent low bidder.
8. Issue a recommendation for Award.
9. RPS will provide three (3) hard copies of construction documents for City and Contractor execution.

### **Task 10 – Limited Construction Phase Services**

Construction is estimated to be approximately two (2) months for substantial completion. RPS will provide the following services during the construction of this project:

1. RPS will facilitate the pre-construction meeting, prepare agenda and meeting notes.
2. Review and take appropriate action on contractor submittals and coordinate with subconsultants.
3. Respond to contractor's requests for information (RFIs).
4. Coordinate change order requests and make recommendations.
5. Assist with the review of monthly Pay Estimates submitted by Contractor.
6. Facilitate monthly progress meetings with the City, Contractor, and applicable design team members.
7. Conduct up to two (2) site visits during construction. RPS will prepare a field report following each visit.
8. Along with the City and Contractor, attend one (1) inspection at Substantial Completion; prepare punch list and one (1) final inspection. Contractor is responsible for submitting to City of League City, Notification of Substantial Completion and Final Acceptance, and TCEQ NOI/NOT forms.
9. RPS will prepare Record Drawings from Contractor as-built drawings.

## **Newport & Ellis Landing**

### **Task 1 – Project Management and Coordination**

1. Coordination meetings with the City and project team members. It is anticipated that there will be no more than three (3) in-person coordination meetings with City staff throughout the project design. RPS will also participate in monthly progress meetings as requested by the Client. These meetings will typically be held online. All other coordination will occur via email or phone conferences.
2. Conduct one (1) field visit to take site photos and gather information pertaining to existing conditions.
3. Public and private utility coordination.
4. Project management will include documentation/records along with task management, workload scheduling, project scheduling, internal meetings, meeting minutes and weekly progress reports.
5. Attend up to three (3) public meetings.

### **Task 2 – Topographic Survey and Data Verification**

Topographic Survey will substantially conform to the current Texas Society of Professional Survey Standards and Specifications for a Category 6, Condition II Survey. RPS will contract with MBCO for this work. The complete, detailed scope of work is attached to this proposal.

1. Boundary survey of existing right-of-way and existing easements.
2. At the location of each easement, provide the following:
  - a. Elevations at CL or road, gutter line, top of curb approximately 20-ft wide or width of the easement.
  - b. Elevations at the edge of easement and centerline of easement every 50 ft from the top of curb to the top bank of the channel
3. Provide elevations of channel for proposed outfall location: top bank, toe of slope, ordinary high-water mark, flow line, etc.
4. Collect as-built data for all existing utilities and pipelines within proposed project limits.
5. Collect topographic data for all existing infrastructure including, but not limited to, curb, sidewalk, storm sewer, inlets, landscaping, fences, utilities, etc.
6. Collect information for all trees with size and species.
7. Provide information in AutoCAD format for use in project base map.
8. Provide survey control sheets.

### **Task 3 – Geotechnical Investigation**

RPS will contract with Terracon for this work. The geotechnical investigation will provide recommendations concerning construction and site preparation, slope stability, erosion control, and depth of water table. The scope of work is summarized as follows with the detailed scope of work attached to this proposal:

1. Drill and sample one (1) boring in Newport Ditch and perform geotechnical laboratory tests to determine engineering properties.
2. Measure depth of groundwater.
3. Prepare boring logs.
4. Prepare geotechnical report for soil characteristics.

### **Task 4 – Environmental Permitting Assessment**

1. Conduct one (1) field visit to take site photos and gather information pertaining to wetlands and ordinary high-water mark.
2. Conduct threatened and endangered species habitat assessment.
3. Prepare technical memo including exhibits and permitting needs based on proposed recommendations.

### **Task 5 – Preliminary Design**

1. RPS will utilize existing utility drawings, schematics, studies and as-builts provided by the City for the drainage improvements.
2. RPS will prepare 30% Plans that will include Cover Sheet, Field Survey Plan Sheet, Design Plan Sheets, Demo Plan, and Typical Cross-Sections.
3. RPS will prepare a utility conflict list including contact information for private utilities.
4. RPS will prepare a preliminary construction cost estimate.
5. RPS will provide permitting recommendations and requirements from Task 4.
6. RPS will provide preliminary land acquisition information.
7. RPS will provide preliminary geotechnical findings.
8. RPS will update the design schedule.
9. RPS will meet with City of League City at the end of the preliminary phase to discuss preliminary design drawings and review comments.
10. RPS will address comments from the City at the following 60% milestone submittal.

### **Task 6 – 60% Design Submittal**

1. RPS will prepare a submittal letter addressing previous comments made during the preliminary review.
2. RPS will prepare plans that will include the following:
  - a. Cover Sheet with index
  - b. General Notes
  - c. Sheet Layout
  - d. Typical Cross-Sections
  - e. Survey Control
  - f. Demolition plan
  - g. Plan & Profile of proposed improvements including proposed grading.
  - h. Tree Protection Plan (Subconsultant).
  - i. Traffic Control Plan.
  - j. SW3P Plan and Details
  - k. Standard and Miscellaneous Details
3. Prepare Final Right-of-Way Documents as needed.
4. RPS will submit completed geotechnical report.
5. RPS will prepare table of Contents of anticipated technical specifications.
6. RPS will update the utility conflict list.
7. RPS will prepare applications for any required permits (if needed).
8. RPS will update the construction cost estimate.
9. RPS will update the design schedule and prepare a preliminary construction schedule.
10. RPS will meet with City of League City at the end of this phase to discuss design drawings and review comments.
11. RPS will address comments from the City at the following 90% milestone submittal.

### **Task 7 – 90% Design Submittal**

1. RPS will update the design plans.
2. RPS will prepare submittal letter addressing previous comments made on 60% review.
3. RPS will prepare Project Manual including front end documents and technical specifications.
4. RPS will prepare SW3P Manual with appropriate documentation and signatures.
5. RPS will prepare the final utility conflict list including contact information for private utilities.
6. RPS will provide approved permits.
7. RPS will update the construction cost estimate.
8. RPS will meet with City of League City at the end of this phase to discuss design drawings and review comments.

## **Task 8 – Final Design Documents**

1. Address final review comments.
2. Provide Final Sealed Construction Plans and Project Manual.
3. RPS will assist in getting City Engineer signature.
4. Provide completed SW3P Manual.
5. Submit Final Opinion of Probable Construction Cost.

## **Task 9 – Bid Phase Services**

1. Provide electronic and hard copies of Bid Documents to the City.
2. Assist the City in preparation for advertisement including updating Civcast with bid information and uploading bid documents.
3. Participate in the pre-bid conference for prospective bidders.
4. Receive, review and answer questions received from plan holders and issue addenda as required.
5. Attend bid opening.
6. Check bids for errors, responsiveness and tabulate results.
7. Review the qualifications of the apparent low bidder.
8. Issue a recommendation for Award.
9. RPS will provide three (3) hard copies of construction documents for City and Contractor execution.

## **Task 10 – Limited Construction Phase Services**

Construction is estimated to be approximately three (3) months for substantial completion. RPS will provide the following services during the construction of this project:

1. We will facilitate the pre-construction meeting, prepare agenda and meeting notes.
2. Review and take appropriate action on contractor submittals and coordinate with subconsultants.
3. Respond to contractor's requests for information (RFIs).
4. Coordinate change order requests and make recommendations.
5. Assist with the review of monthly Pay Estimates submitted by Contractor.
6. Facilitate monthly progress meetings with the City, Contractor, and applicable design team members.
7. Conduct up to three (3) site visits during construction. RPS will prepare a field report following each visit.
8. Along with the City and Contractor, attend one (1) inspection at Substantial Completion; prepare punch list and one (1) final inspection. Contractor is responsible for submitting to City of League City, Notification of Substantial Completion and Final Acceptance, and TCEQ NOI/NOT forms.
9. RPS will prepare Record Drawings from Contractor as-built drawings.

## **The Landing**

### **Task 1 – Project Management and Coordination**

1. Coordination meetings with the City and project team members. It is anticipated that there will be no more than three (3) in-person coordination meetings with City staff throughout the project design. RPS will also participate in monthly progress meetings as requested by the Client. These meetings will typically be held online. All other coordination will occur via email or phone conferences.
2. Conduct one (1) field visit to take site photos and gather information pertaining to existing conditions.
3. Public and private utility coordination.
4. Project management will include documentation/records along with task management, workload scheduling, project scheduling, internal meetings, meeting minutes and weekly progress reports.
5. Attend up to three (3) public meetings.

## **Task 2 – Topographic Survey and Data Verification**

Topographic Survey will substantially conform to the current Texas Society of Professional Survey Standards and Specifications for a Category 6, Condition II Survey. RPS will contract with MBCO for this work. The complete, detailed scope of work is attached to this proposal.

1. Boundary survey of existing right-of-way and existing easements.
2. At the location of each easement, provide the following:
  - a. Elevations at CL or road, gutter line, top of curb approximately 20-ft wide or width of the easement.
  - b. Elevations at the edge of easement and centerline of easement every 50 ft from the top of curb to the top bank of the channel
3. Provide elevations of channel for proposed outfall location: top bank, toe of slope, ordinary high-water mark, flow line, etc.
4. Collect as-built data for all existing utilities and pipelines within proposed project limits.
5. Collect topographic data for all existing infrastructure including, but not limited to, curb, sidewalk, storm sewer, inlets, landscaping, fences, utilities, etc.
6. Collect information for all trees with size and species.
7. Provide information in AutoCAD format for use in project base map.
8. Provide survey control sheets.

## **Task 3 – Environmental Permitting Assessment**

1. Conduct one (1) field visit to take site photos and gather information pertaining to wetlands and ordinary high-water mark.
2. Conduct threatened and endangered species habitat assessment.
3. Prepare technical memo including exhibits and permitting needs based on proposed recommendations.

## **Task 4 – Preliminary Design**

1. RPS will utilize existing utility drawings, schematics, studies and as-builts provided by the City for the drainage improvements.
2. RPS will prepare 30% Plans that will include Cover Sheet, Field Survey Plan Sheet, Design Plan Sheets, Demo Plan, and Typical Cross-Sections.
3. RPS will prepare a utility conflict list including contact information for private utilities.
4. RPS will prepare a preliminary construction cost estimate.
5. RPS will provide permitting recommendations and requirements from Task 4.
6. RPS will provide preliminary land acquisition information.
7. RPS will provide preliminary geotechnical findings.
8. RPS will update the design schedule.
9. RPS will meet with City of League City at the end of the preliminary phase to discuss preliminary design drawings and review comments.
10. RPS will address comments from the City at the following 60% milestone submittal.

## **Task 5 – 60% Design Submittal**

1. RPS will prepare a submittal letter addressing previous comments made during the preliminary review.
2. RPS will prepare plans that will include the following:
  - a. Cover Sheet with index
  - b. General Notes
  - c. Sheet Layout
  - d. Typical Cross-Sections
  - e. Survey Control
  - f. Demolition plan
  - g. Plan & Profile of proposed improvements including proposed grading.
  - h. Tree Protection Plan (Subconsultant).

- i. Traffic Control Plan.
  - j. SW3P Plan and Details
  - k. Standard and Miscellaneous Details
3. Prepare Final Right-of-Way Documents as needed.
4. RPS will submit completed geotechnical report.
5. RPS will prepare table of Contents of anticipated technical specifications.
6. RPS will update the utility conflict list.
7. RPS will prepare applications for any required permits (if needed).
8. RPS will update the construction cost estimate.
9. RPS will update the design schedule and prepare a preliminary construction schedule.
10. RPS will meet with City of League City at the end of this phase to discuss design drawings and review comments.
11. RPS will address comments from the City at the following 90% milestone submittal.

### **Task 6 – 90% Design Submittal**

1. RPS will update the design plans.
2. RPS will prepare submittal letter addressing previous comments made on 60% review.
3. RPS will prepare Project Manual including front end documents and technical specifications.
4. RPS will prepare SW3P Manual with appropriate documentation and signatures.
5. RPS will prepare the final utility conflict list including contact information for private utilities.
6. RPS will provide approved permits.
7. RPS will update the construction cost estimate.
8. RPS will meet with City of League City at the end of this phase to discuss design drawings and review comments.

### **Task 7 – Final Design Documents**

1. Address final review comments.
2. Provide Final Sealed Construction Plans and Project Manual.
3. RPS will assist in getting City Engineer signature.
4. Provide completed SW3P Manual.
5. Submit Final Opinion of Probable Construction Cost.

### **Task 8 – Bid Phase Services**

1. Provide electronic and hard copies of Bid Documents to the City.
2. Assist the City in preparation for advertisement including updating Civcast with bid information and uploading bid documents.
3. Participate in the pre-bid conference for prospective bidders.
4. Receive, review and answer questions received from plan holders and issue addenda as required.
5. Attend bid opening.
6. Check bids for errors, responsiveness and tabulate results.
7. Review the qualifications of the apparent low bidder.
8. Issue a recommendation for Award.
9. RPS will provide three (3) hard copies of construction documents for City and Contractor execution.

### **Task 9 – Limited Construction Phase Services**

Construction is estimated to be approximately four (4) months for substantial completion. RPS will provide the following services during the construction of this project:

1. RPS will facilitate the pre-construction meeting, prepare agenda and meeting notes.
2. Review and take appropriate action on contractor submittals and coordinate with subconsultants.
3. Respond to contractor's requests for information (RFIs).
4. Coordinate change order requests and make recommendations.
5. Assist with the review of monthly Pay Estimates submitted by Contractor.



6. Facilitate monthly progress meetings with the City, Contractor, and applicable design team members.
7. Conduct up to four (4) site visits during construction. RPS will prepare a field report following each visit.
8. Along with the City and Contractor, attend one (1) inspection at Substantial Completion; prepare punch list and one (1) final inspection. Contractor is responsible for submitting to City of League City, Notification of Substantial Completion and Final Acceptance, and TCEQ NOI/NOT forms.
9. RPS will prepare Record Drawings from Contractor as-built drawings.

## **SCOPE OF ADDITIONAL PROFESSIONAL ENGINEERING SERVICES**

The following scope of additional services will not be completed without written authorization from the City.

### **Task 1 – Right-of-Way Acquisition**

The City has requested to include services for right-of-way acquisition. MBCO will be under contract with RPS to prepare Metes & Bounds Descriptions and Exhibits for the City's to use in acquisition activities. Costs will be based on a per parcel basis.

### **Task 2 – USACE Nationwide Permitting**

Based on the permitting assessment phase, it may be required to submit a Nationwide Permit (NWP) application pursuant to USACE guidelines and Section 404 of the CWA for all proposed impacts to potentially jurisdictional waters of the United States. RPS will prepare an appropriate NWP Pre-construction Notification (PCN) for submittal to USACE. RPS will coordinate the application through the permitting process and coordinate with the City as needed.

### **Task 3 – Bid as Two Separate Projects**

If the Brittany Bay project needs to be bid separately due to grant deadline concerns, it will be considered an additional services for the level of effort that will include preparing two (2) plan sets, two (2) project manuals, bid phase services for two (2) projects, and construction phase services for two (2) different projects.

### **Task 4 – Additional Public Meetings**

RPS has included three (3) public meetings in basic services. Any additional public meetings will be considered an additional service and will be billed on a per meeting basis.



## FEES

The fees for each phase of the project are outlined below and will be billed on a Lump Sum Basis. A breakdown of all planned hours for these projects is attached.

### BASIC SERVICES

<u>Brittany Bay</u>	<u>Fee Basis</u>	<u>Fee Amount</u>
Task 1 - Project Management and Coordination	Lump Sum	\$ 11,275.00*
Task 2 - Topographic Survey and Data Verification	Lump Sum	\$ 10,900.00*
Task 3 - Geotechnical Investigation	Lump Sum	\$ 8,480.00*
Task 4 - Environmental Permitting Assessment	Lump Sum	\$ 3,355.00*
Task 5 - Preliminary Design	Lump Sum	\$ 13,020.00*
Task 6 - 60% Design Submittal	Lump Sum	\$ 14,870.00*
Task 7 - 90% Design Submittal	Lump Sum	\$ 5,385.00*
Task 8 - Final Submittal Documents	Lump Sum	\$ 2,525.00*
Task 9 - Bid Phase Services	Lump Sum	\$ 4,310.00
Task 10 - Limited Construction Phase Services	Lump Sum	\$ 15,995.00
Reimbursable Expenses	Time & Materials	\$ 500.00
	Subtotal	\$ 90,615.00

\*Time-critical tasks totaling \$69,810 to be completed within 96 calendar days.

<u>Newport &amp; Ellis Landing</u>	<u>Fee Basis</u>	<u>Fee Amount</u>
Task 1 - Project Management and Coordination	Lump Sum	\$ 3,010.00*
Task 2 - Topographic Survey and Data Verification	Lump Sum	\$ 30,345.00*
Task 3 - Geotechnical Investigation	Lump Sum	\$ 2,120.00*
Task 4 - Environmental Permitting Assessment	Lump Sum	\$ 625.00*
Task 5 - Preliminary Design	Lump Sum	\$ 4,025.00*
Task 6 - 60% Design Submittal	Lump Sum	\$ 8,790.00*
Task 7 - 90% Design Submittal	Lump Sum	\$ 3,255.00*
Task 8 - Final Submittal Documents	Lump Sum	\$ 2,525.00*
Task 9 - Bid Phase Services	Lump Sum	\$ 2,635.00
Task 10 - Limited Construction Phase Services	Lump Sum	\$ 3,450.00
Reimbursable Expenses	Time & Materials	\$ 500.00
	Subtotal	\$ 61,280.00

\*Time-critical tasks totaling \$54,695 to be completed within 207 calendar days.

<u>The Landing</u>	<u>Fee Basis</u>	<u>Fee Amount</u>
Task 1 - Project Management and Coordination	Lump Sum	\$ 3,010.00*
Task 2 - Topographic Survey and Data Verification	Lump Sum	\$ 26,180.00*
Task 3 - Environmental Permitting Assessment	Lump Sum	\$ 625.00*
Task 4 - Preliminary Design	Lump Sum	\$ 3,805.00*
Task 5 - 60% Design Submittal	Lump Sum	\$ 11,685.00*
Task 6 - 90% Design Submittal	Lump Sum	\$ 3,910.00*
Task 7 - Final Submittal Documents	Lump Sum	\$ 2,525.00*
Task 8 - Bid Phase Services	Lump Sum	\$ 2,490.00
Task 9 - Limited Construction Phase Services	Lump Sum	\$ 4,955.00
Reimbursable Expenses	Time & Materials	\$ 520.00
	Subtotal	\$ 59,705.00

\*Time-critical tasks totaling \$51,740 to be completed within 210 calendar days.

**Basic Services Total \$ 211,600.00**

Mr. Christopher Sims  
April 14, 2021

### ADDITIONAL SERVICES

Task 1 – Right-of-Way Acquisition		
Brittany Bay (8 parcels)	\$1,100 Per Parcel	\$ 8,800.00
Newport & Ellis Landing (32 Parcels)	\$1,100 Per Parcel	\$ 35,200.00
The Landing (16 parcels)	\$1,100 Per Parcel	\$ 17,600.00
Task 2 – USACE Nationwide Permitting	Lump Sum	\$ 10,920.00
Task 3 – Bid as Two Separate Projects	Lump Sum	\$ 8,735.00
Task 4 – Additional Public Meetings	Lump Sum	\$ 1,820 per meeting
	<b>Additional Services Total</b>	<b>\$ 83,075.00</b>
	<b>GRAND TOTAL</b>	<b>\$ 294,675.00</b>

### SCHEDULE

RPS is prepared to complete Tasks 1 through 7 by the following dates as shown in the attached schedule:

<u>Brittany Bay</u>	<u>Date</u>
Preliminary Design	June 16, 2021
60% Design Submittal	July 5, 2021
90% Design Submittal	July 21, 2021
Final Design Documents	July 30, 2021
<u>Newport &amp; Ellis Landing</u>	<u>Date</u>
Preliminary Design	August 19, 2021
60% Design Submittal	September 28, 2021
90% Design Submittal	November 5, 2021
Final Design Documents	November 19, 2021
<u>The Landing</u>	<u>Date</u>
Preliminary Design	September 2, 2021
60% Design Submittal	October 7, 2021
90% Design Submittal	November 8, 2021
Final Design Documents	November 22, 2021

This proposal is based on the following assumptions:

- The Brittany Bay location will take precedence due to the HMGP grant deadline and will be completed first. RPS will make every effort to complete all three (3) areas in order to bid them together as one project.
- The City will handle all grant administration.
- There will be no additional permits from any outside agency not noted in this proposal required for approval.
- The City will coordinate scheduling and invitations for all public meetings.
- The City will coordinate bid advertisement with preferred publication and any on-line posting of plans and bid documents.
- The City will provide materials testing, construction management and inspection services during construction.

Mr. Christopher Sims  
April 14, 2021

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this important project. If you have any questions or need additional information, please do not hesitate to call Natalie Chaney, P.E. or me at your convenience.

Sincerely,

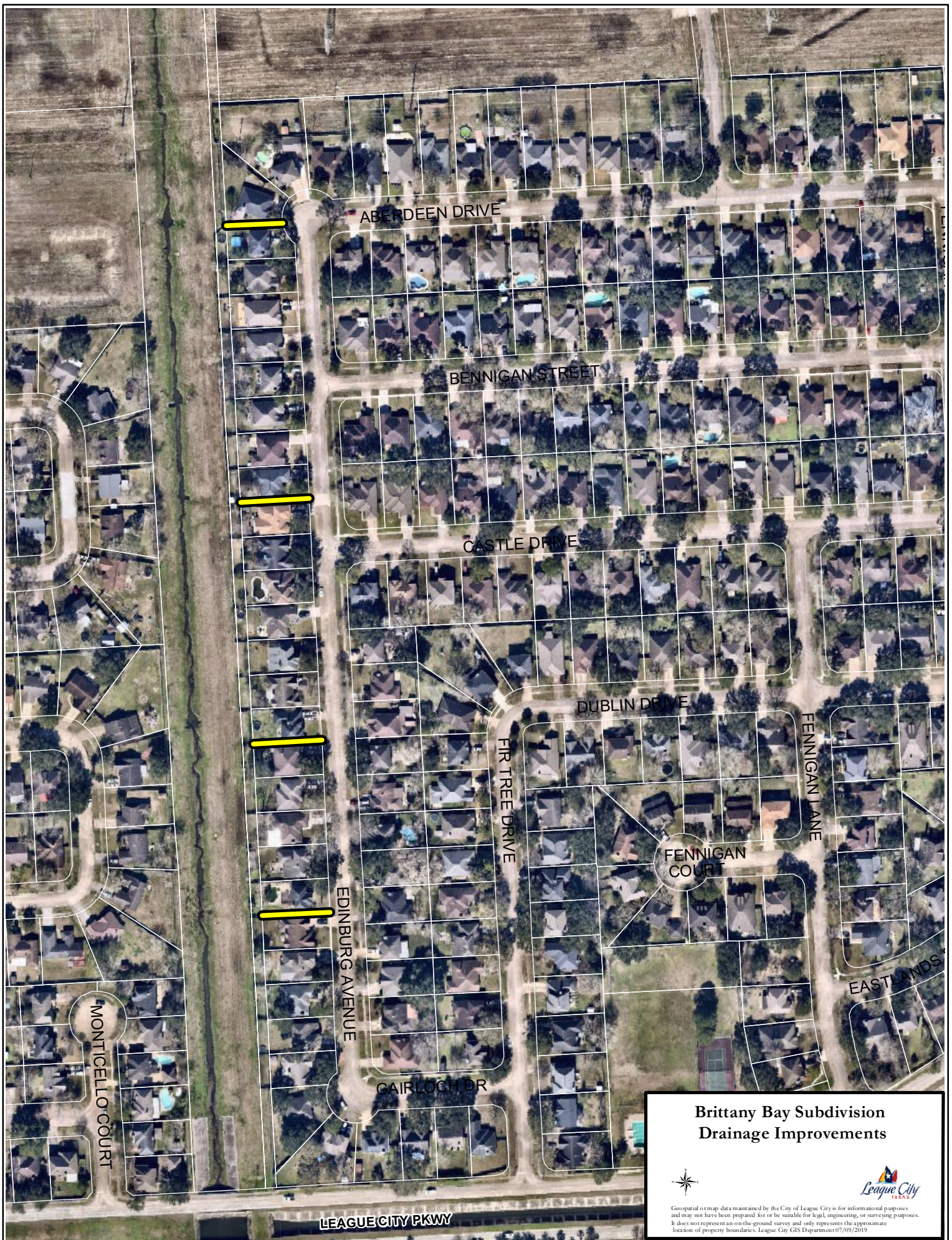


Mike McClung, P.E., C.F.M., ENV SP  
Houston Water Office Leader

MM:ng

Attachments

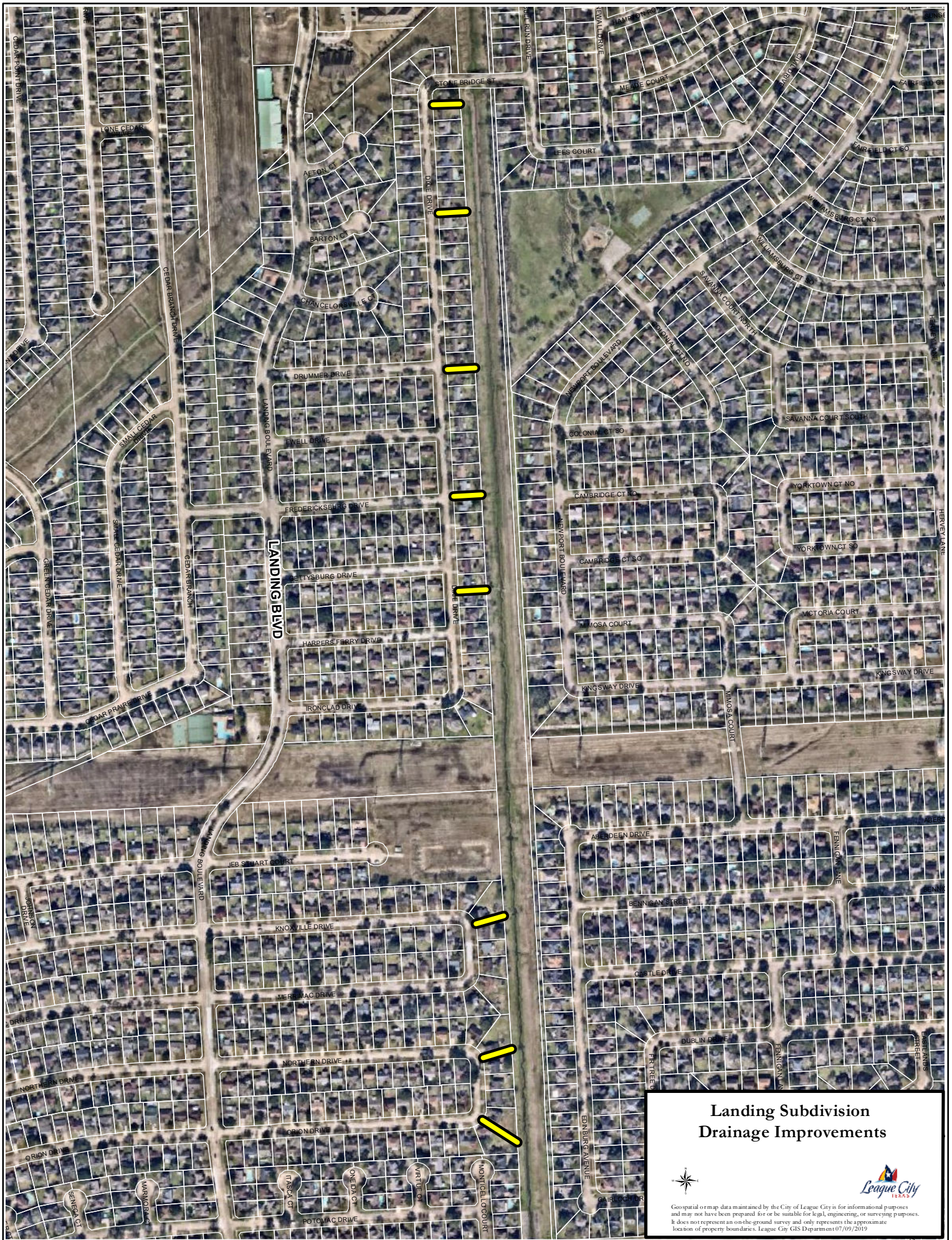














WORK BREAKDOWN STRUCTURE

April 13, 2021



		Brittany Bay, Newport & Ellis Landing, The Landing					
		Principal	Senior Project Manager	Project Engineer	Associate Engineer	Clerical	Cost
		\$ 250.00	\$ 220.00	\$ 125.00	\$ 110.00	\$ 75.00	
<b>BASIC SERVICES</b>							
<b>BRITTANY BAY</b>							
<b>Task 1 - Project Management and Design Coordination</b>							
	Coordination Meetings (3)	1.0	7.0	7.0	7.0		\$ 3,435.00
	Field Visit		6.0	6.0	6.0		\$ 2,730.00
	Public and Private Utility Coordination			3.0	3.0		\$ 705.00
	Project Management	3.0	4.0	4.0			\$ 2,130.00
	Public Meetings (3)		5.0	5.0	5.0		\$ 2,275.00
	<b>Total</b>	<b>4.0</b>	<b>22.0</b>	<b>25.0</b>	<b>21.0</b>	<b>0.0</b>	<b>\$ 11,275.00</b>
<b>Task 2 - Topographic Survey and Data Verification</b>							
	Topographic Survey (MBCO)						\$ 10,900.00
	<b>Total</b>						<b>\$ 10,900.00</b>
<b>Task 3 - Geotechnical Investigation</b>							
	Geotech Report (Terracon)						\$ 8,480.00
	<b>Total</b>						<b>\$ 8,480.00</b>
<b>Task 4 - Environmental Permitting Assessment</b>							
	Conduct Site Visit		3.0	1.0			\$ 785.00
	Threatened and Endangered Habitat Assessment		3.0	4.0			\$ 1,160.00
	Prepare Technical Memo	1.0	3.0	4.0			\$ 1,410.00
	<b>Total</b>	<b>1.0</b>	<b>9.0</b>	<b>9.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 3,355.00</b>
<b>Task 5 - Preliminary Design</b>							
	Obtain and Review Existing Plans			3.0	3.0		\$ 705.00
	Cover Sheet			3.0	2.0		\$ 595.00
	Plan Sheets (4)		1.0	26.0	44.0		\$ 8,310.00
	Demolition Plan (2)			5.0	5.0		\$ 1,175.00
	Utility Conflict List			4.0	4.0	1.0	\$ 1,015.00
	Preliminary Cost Estimate		1.0	1.0	1.0		\$ 455.00
	Update Design Schedule		1.0			1.0	\$ 295.00
	QA/QC	0.5	1.0	1.0			\$ 470.00
	<b>Total</b>	<b>0.5</b>	<b>4.0</b>	<b>43.0</b>	<b>59.0</b>		<b>\$ 13,020.00</b>
<b>Task 6 - 60% Design Submittal</b>							
	Prepare Submittal Letter with Comment Response		1.0	1.0	1.0		\$ 455.00
	Cover, Index, General Notes (3)			1.0	1.0		\$ 235.00
	Survey Control and Project Layout (2)			2.0	2.0		\$ 470.00
	Demolition Plan (2)			2.0	2.0		\$ 470.00
	Plan and Profile Sheets (4)		1.0	28.0	40.0		\$ 8,120.00
	Tree Protection Plan (CN Koehl)						\$ 1,590.00
	Traffic Control Plan		1.0	1.0	1.0		\$ 455.00
	SWPPP and Details (2)			1.0	1.0		\$ 235.00
	Standard Details (3)			1.0	1.0		\$ 235.00
	Prepare Right-of-Way Documents		1.0	2.0	2.0	1.0	\$ 765.00
	TOC Project Manual			1.0	1.0	1.0	\$ 310.00
	Update Utility Conflict List			1.0	1.0	1.0	\$ 310.00
	Update Cost Estimate		1.0	1.0	1.0		\$ 455.00
	Update Design Schedule		1.0			1.0	\$ 295.00
	QA/QC	0.5	1.0	1.0			\$ 470.00
	<b>Total</b>	<b>0.5</b>	<b>7.0</b>	<b>43.0</b>	<b>54.0</b>		<b>\$ 14,870.00</b>
<b>Task 7 - 90% Design Submittal</b>							
	Update Design Plans to 90%		1.0	2.0	2.0		\$ 690.00
	Prepare Submittal Letter with Comment Response		1.0	1.0	1.0	1.0	\$ 530.00
	Project Manual		1.0	5.0	14.0		\$ 2,385.00
	SW3P Manual		1.0	2.0	2.0	1.0	\$ 765.00
	Final Utility Conflict List			1.0	1.0	1.0	\$ 310.00
	Update Cost Estimate			1.0	1.0		\$ 235.00
	QA/QC	0.5	1.0	1.0			\$ 470.00
	<b>Total</b>	<b>0.5</b>	<b>5.0</b>	<b>13.0</b>	<b>21.0</b>	<b>3.0</b>	<b>\$ 5,385.00</b>
<b>Task 8 - Final Design Documents</b>							
	Address Final Review Comments		1.0	1.0	1.0		\$ 455.00
	Provide Final Sealed Plans and Project Manual		1.0	1.0	1.0		\$ 455.00
	City Signatures			1.0	1.0		\$ 235.00
	Provide Completed SW3P Manual		1.0	1.0	1.0		\$ 455.00
	Final Construction Cost Estimate		1.0	1.0	1.0		\$ 455.00
	QA/QC	0.5	1.0	1.0			\$ 470.00
	<b>Total</b>	<b>0.5</b>	<b>5.0</b>	<b>6.0</b>	<b>5.0</b>	<b>0.0</b>	<b>\$ 2,525.00</b>
<b>Task 9 - Bid Phase Services</b>							
	Pre-Bid Meeting		1.0	1.0	1.0		\$ 455.00
	Review and Answer Questions from Bidders		1.0	3.0	5.0		\$ 1,145.00
	Issue Addendum		1.0	3.0	5.0		\$ 1,145.00
	Bid Opening		1.0	1.0			\$ 345.00
	Bid Tab and Review Qualifications		1.0	1.0			\$ 345.00
	Issue Award Recommendation		1.0	1.0			\$ 345.00
	Conformed Drawings and Contract		1.0	1.0	1.0	1.0	\$ 530.00
	<b>Total</b>	<b>1.0</b>	<b>16.0</b>	<b>22.0</b>	<b>21.0</b>	<b>1.0</b>	<b>\$ 4,310.00</b>
<b>Task 10 - Limited Construction Phase Services</b>							
	Pre-con Meeting		2.0	2.0			\$ 690.00
	Submittal Coordination		2.0	2.0			\$ 690.00
	RFIs		2.0	2.0			\$ 690.00
	Change Orders		4.0	4.0			\$ 1,380.00
	Review Pay Estimates		5.0	5.0			\$ 1,725.00
	Monthly Meetings		5.0	5.0			\$ 1,725.00
	Substantial and Punch List		12.0	13.0			\$ 4,265.00
	Final Walkthrough		12.0	12.0			\$ 4,140.00
	Record Drawings		1.0	2.0	2.0		\$ 690.00
	<b>Total</b>	<b>0.0</b>	<b>45.0</b>	<b>47.0</b>	<b>2.0</b>	<b>0.0</b>	<b>\$ 15,995.00</b>
						<b>Expenses</b>	<b>\$ 500.00</b>
						<b>Total</b>	<b>\$ 90,615.00</b>

WORK BREAKDOWN STRUCTURE

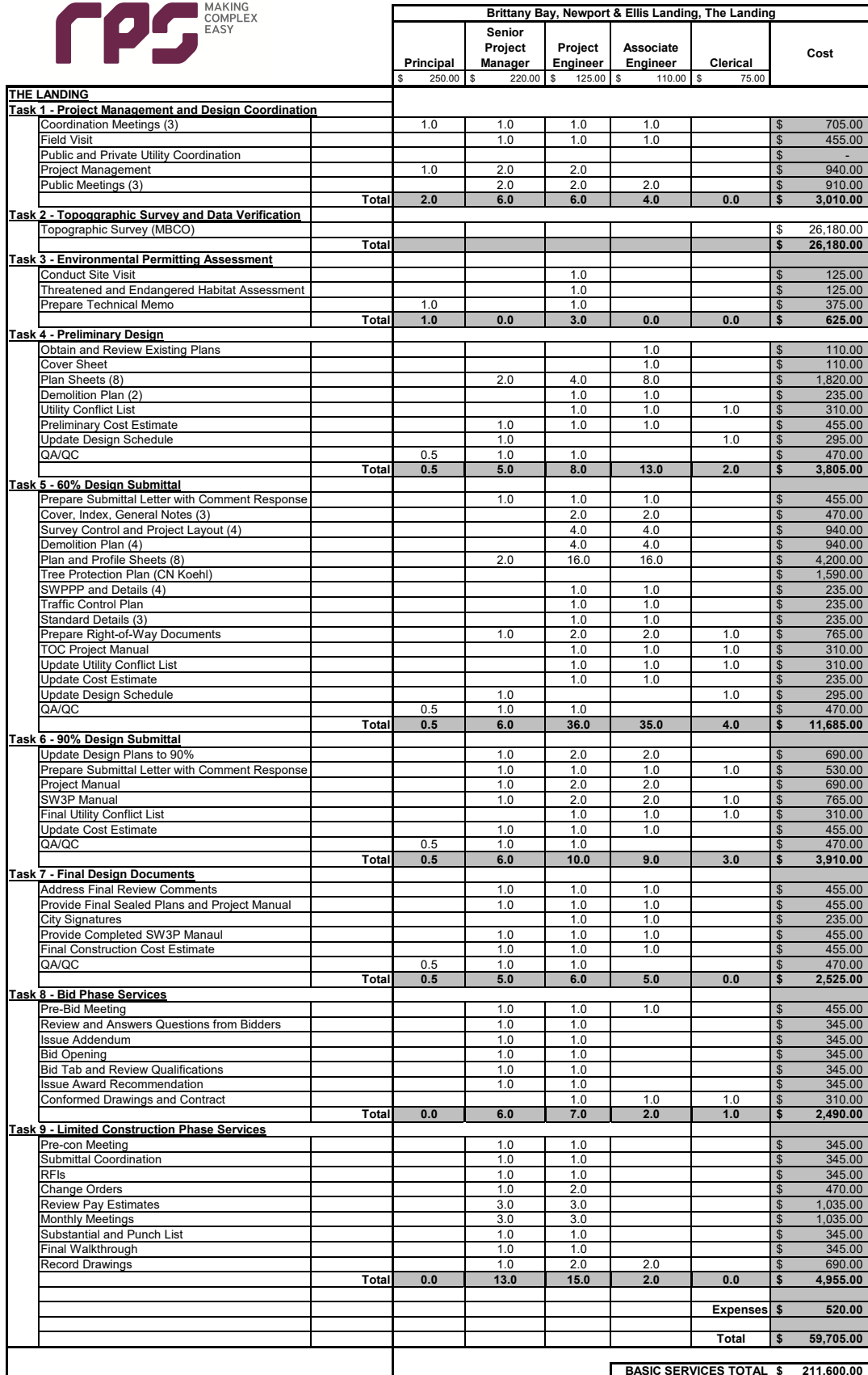
April 13, 2021



Brittany Bay, Newport & Ellis Landing, The Landing						
	Principal	Senior Project Manager	Project Engineer	Associate Engineer	Clerical	Cost
	\$ 250.00	\$ 220.00	\$ 125.00	\$ 110.00	\$ 75.00	
<b>NEWPORT &amp; ELLIS LANDING</b>						
<b>Task 1 - Project Management and Design Coordination</b>						
Coordination Meetings (3)	1.0	1.0	1.0	1.0		\$ 705.00
Field Visit		1.0	1.0	1.0		\$ 455.00
Public and Private Utility Coordination						\$ -
Project Management	1.0	2.0	2.0			\$ 940.00
Public Meetings (3)		2.0	2.0	2.0		\$ 910.00
<b>Total</b>	<b>2.0</b>	<b>6.0</b>	<b>6.0</b>	<b>4.0</b>	<b>0.0</b>	<b>\$ 3,010.00</b>
<b>Task 2 - Topographic Survey and Data Verification</b>						
Topographic Survey (MBCO)						\$ 30,345.00
<b>Total</b>						<b>\$ 30,345.00</b>
<b>Task 3 - Geotechnical Investigation</b>						
Geotech Report (Terracon)						\$ 2,120.00
<b>Total</b>						<b>\$ 2,120.00</b>
<b>Task 4 - Environmental Permitting Assessment</b>						
Conduct Site Visit			1.0			\$ 125.00
Threatened and Endangered Habitat Assessment			1.0			\$ 125.00
Prepare Technical Memo	1.0		1.0			\$ 375.00
<b>Total</b>	<b>1.0</b>	<b>0.0</b>	<b>3.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 625.00</b>
<b>Task 5 - Preliminary Design</b>						
Obtain and Review Existing Plans				1.0		\$ 110.00
Cover Sheet				1.0		\$ 110.00
Plan Sheets (16)		2.0	4.0	12.0		\$ 2,260.00
Demolition Plan (4)			1.0	1.0		\$ 235.00
Utility Conflict List			1.0	1.0	1.0	\$ 310.00
Preliminary Cost Estimate			1.0	1.0		\$ 235.00
Update Design Schedule		1.0			1.0	\$ 295.00
QA/QC	0.5	1.0	1.0			\$ 470.00
<b>Total</b>	<b>0.5</b>	<b>4.0</b>	<b>8.0</b>	<b>17.0</b>	<b>2.0</b>	<b>\$ 4,025.00</b>
<b>Task 6 - 60% Design Submittal</b>						
Prepare Submittal Letter with Comment Response		1.0	1.0	1.0		\$ 455.00
Cover, Index, General Notes (3)			1.0	1.0		\$ 235.00
Survey Control and Project Layout (4)			2.0	2.0		\$ 470.00
Demolition Plan (4)			2.0	2.0		\$ 470.00
Plan and Profile Sheets (16)		1.0	12.0	12.0		\$ 3,040.00
Tree Protection Plan (CN Koehi)						\$ 1,590.00
SWPPP and Details (4)			1.0	1.0		\$ 235.00
Traffic Control Plan		1.0	1.0	1.0		\$ 455.00
Standard Details (3)			1.0	1.0		\$ 235.00
Prepare Right-of-Way Documents		1.0	1.0	1.0	1.0	\$ 530.00
TOC Project Manual			1.0	1.0	1.0	\$ 310.00
Update Utility Conflict List				1.0		\$ 110.00
Update Cost Estimate				1.0		\$ 110.00
Update Design Schedule					1.0	\$ 75.00
QA/QC	0.5	1.0	1.0			\$ 470.00
<b>Total</b>	<b>0.5</b>	<b>5.0</b>	<b>24.0</b>	<b>25.0</b>	<b>3.0</b>	<b>\$ 8,790.00</b>
<b>Task 7 - 90% Design Submittal</b>						
Update Design Plans to 90%		1.0	2.0	2.0		\$ 690.00
Prepare Submittal Letter with Comment Response		1.0	1.0	1.0	1.0	\$ 530.00
Project Manual		1.0	1.0	2.0		\$ 565.00
SW3P Manual		1.0	1.0	1.0	1.0	\$ 530.00
Final Utility Conflict List			1.0	1.0		\$ 235.00
Update Cost Estimate			1.0	1.0		\$ 235.00
QA/QC	0.5	1.0	1.0			\$ 470.00
<b>Total</b>	<b>0.5</b>	<b>5.0</b>	<b>8.0</b>	<b>8.0</b>	<b>2.0</b>	<b>\$ 3,255.00</b>
<b>Task 8 - Final Design Documents</b>						
Address Final Review Comments		1.0	1.0	1.0		\$ 455.00
Provide Final Sealed Plans and Project Manual		1.0	1.0	1.0		\$ 455.00
City Signatures			1.0	1.0		\$ 235.00
Provide Completed SW3P Manual		1.0	1.0	1.0		\$ 455.00
Final Construction Cost Estimate		1.0	1.0	1.0		\$ 455.00
QA/QC	0.5	1.0	1.0			\$ 470.00
<b>Total</b>	<b>0.5</b>	<b>5.0</b>	<b>6.0</b>	<b>5.0</b>	<b>0.0</b>	<b>\$ 2,525.00</b>
<b>Task 9 - Bid Phase Services</b>						
Pre-Bid Meeting		1.0	1.0	1.0		\$ 455.00
Review and Answers Questions from Bidders		1.0	1.0			\$ 345.00
Issue Addendum		1.0	1.0			\$ 345.00
Bid Opening		1.0	1.0			\$ 345.00
Bid Tab and Review Qualifications		1.0	1.0			\$ 345.00
Issue Award Recommendation		1.0	1.0			\$ 345.00
Confirmed Drawings and Contract		1.0	1.0	1.0		\$ 455.00
<b>Total</b>	<b>0.0</b>	<b>7.0</b>	<b>7.0</b>	<b>2.0</b>	<b>0.0</b>	<b>\$ 2,635.00</b>
<b>Task 10 - Construction Phase Phase Services</b>						
Pre-con Meeting		1.0	1.0			\$ 345.00
Submittal Coordination		1.0	1.0			\$ 345.00
RFIs		1.0	1.0			\$ 345.00
Change Orders		1.0	1.0			\$ 345.00
Review Pay Estimates		1.0	1.0			\$ 345.00
Monthly Meetings		1.0	1.0			\$ 345.00
Substantial and Punch List		1.0	1.0			\$ 345.00
Final Walkthrough		1.0	1.0			\$ 345.00
Record Drawings		1.0	2.0	2.0		\$ 690.00
<b>Total</b>	<b>0.0</b>	<b>9.0</b>	<b>10.0</b>	<b>2.0</b>	<b>0.0</b>	<b>\$ 3,450.00</b>
					Expenses	\$ 500.00
<b>Total</b>						<b>\$ 61,280.00</b>



April 13, 2021

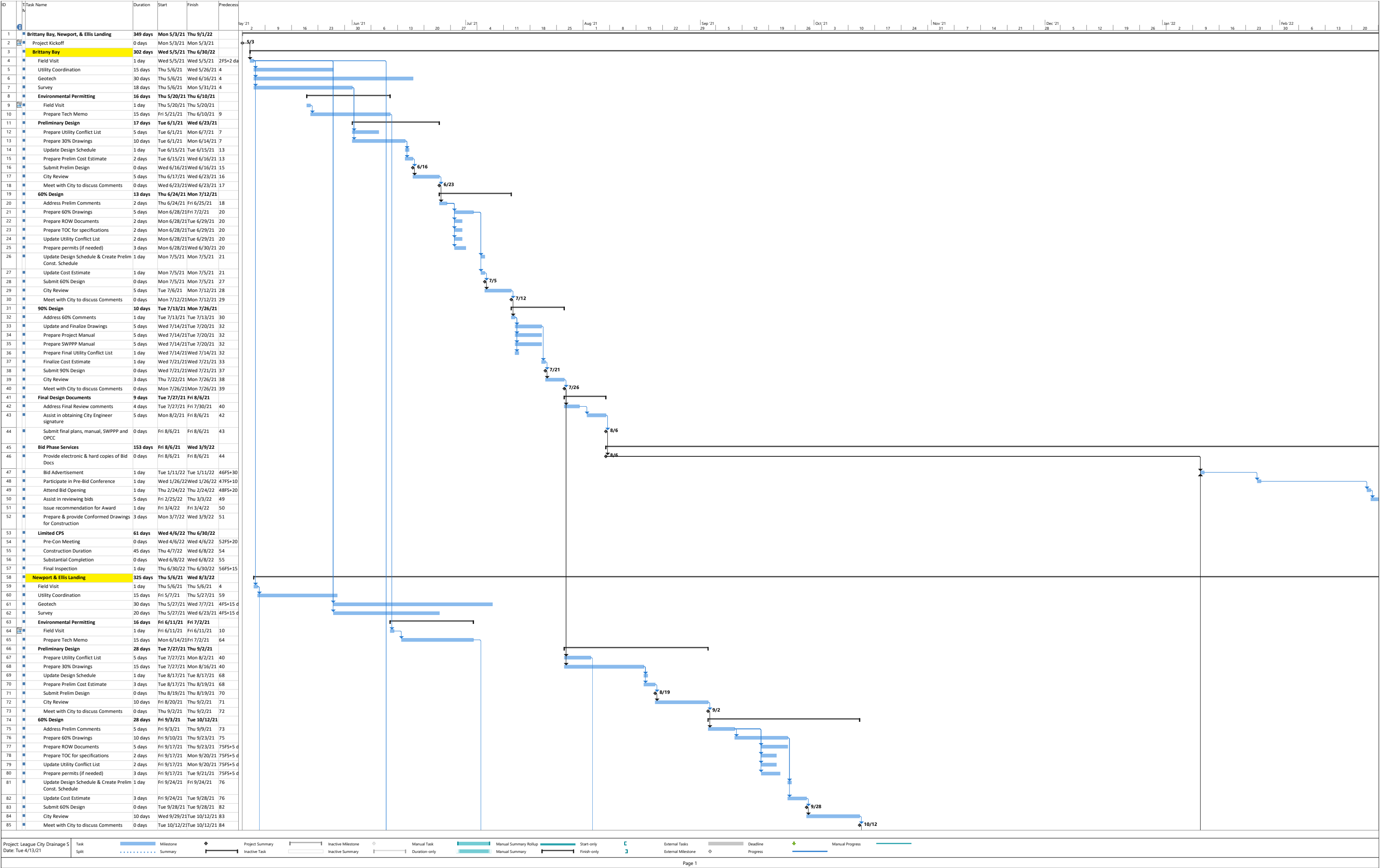


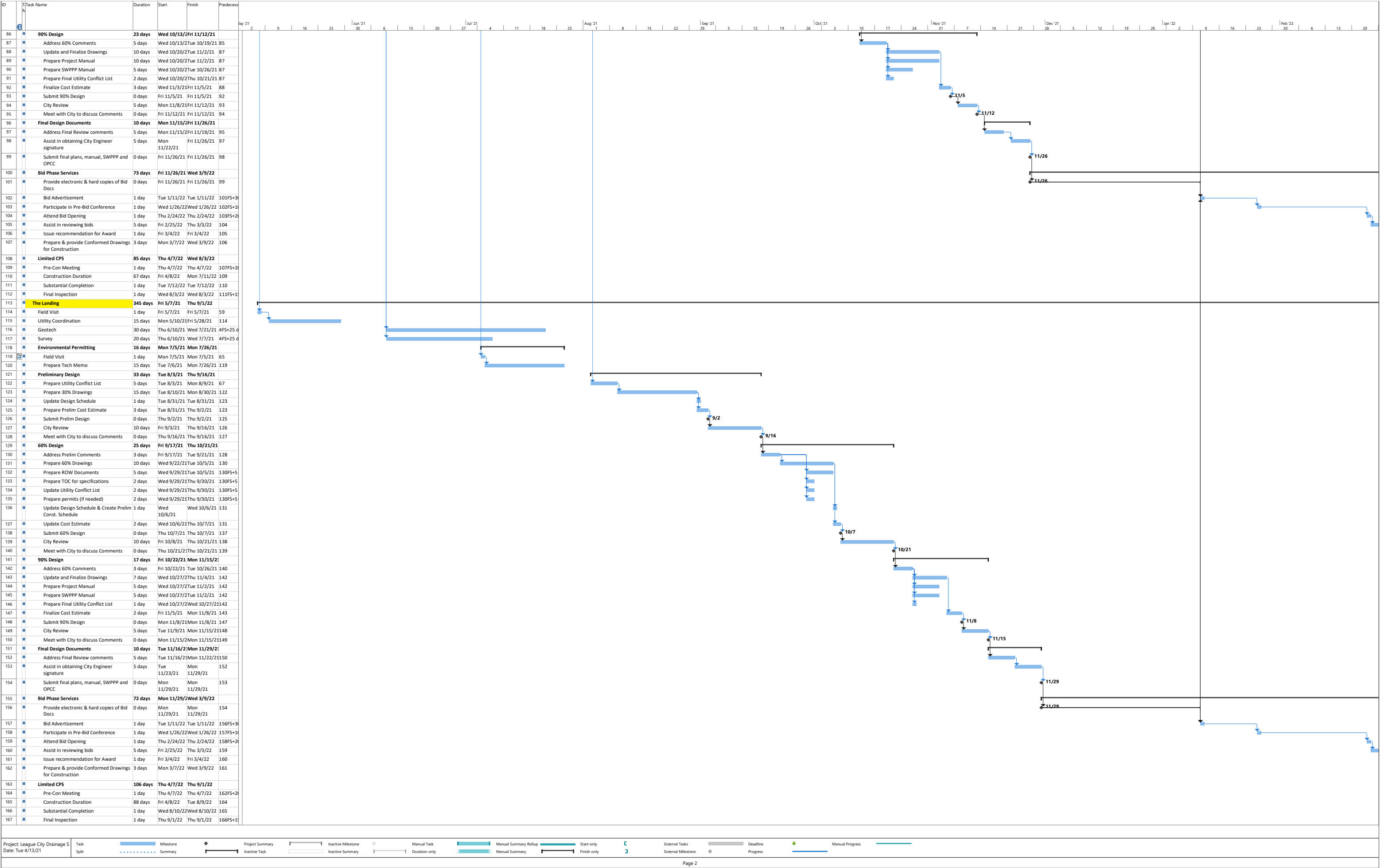
WORK BREAKDOWN STRUCTURE

April 13, 2021



		Brittany Bay, Newport & Ellis Landing, The Landing					
		Principal	Senior Project Manager	Project Engineer	Associate Engineer	Clerical	Cost
		\$ 250.00	\$ 220.00	\$ 125.00	\$ 110.00	\$ 75.00	
<b>ADDITIONAL SERVICES</b>							
<b>Task 1 - Right-of-Way Acquisition</b>							
	Metes & Bounds Descriptions (MBCO)						
	Brittany Bay (8 Parcels)						\$ 8,800.00
	Newport & Ellis Landing (32 Parcels)						\$ 35,200.00
	The Landing (16 parcels)						\$ 17,600.00
							\$ 61,600.00
<b>Task 2 - USACE Nationwide Permitting</b>							
	Waters of the US Delineation		1.0	1.0	1.0		\$ 1,980.00
	Cultural Resource Assessment and Recommendation		4.0	4.0	4.0		\$ 1,820.00
	Exhibits for All Proposed Impacts		4.0	4.0	4.0		\$ 1,820.00
	Compensatory Mitigation Plan		4.0	4.0	4.0		\$ 1,820.00
	Permit Application	1.0	2.0	8.0	8.0		\$ 2,570.00
	Coordination with USACE		2.0	2.0	2.0		\$ 910.00
	<b>Total</b>	<b>1.0</b>	<b>17.0</b>	<b>23.0</b>	<b>23.0</b>	<b>0.0</b>	<b>\$ 10,920.00</b>
<b>Task 3 - Bid as Two Separate Projects</b>							
	Separate Plans		2.0	4.0	4.0		\$ 1,380.00
	Separate Cost Estimate		1.0	1.0	1.0		\$ 455.00
	Bid Phase Services		8.0	12.0	12.0		\$ 4,580.00
	Construction Phase Services		2.0	8.0	8.0		\$ 2,320.00
	<b>Total</b>	<b>0.0</b>	<b>13.0</b>	<b>25.0</b>	<b>25.0</b>	<b>0.0</b>	<b>\$ 8,735.00</b>
<b>Task 4 - Additional Public Meetings</b>							
	Attend Additional Public Meetings		4.0	4.0	4.0		\$ 1,820.00
	<b>Total</b>	<b>0.0</b>	<b>4.0</b>	<b>4.0</b>	<b>4.0</b>	<b>0.0</b>	<b>\$ 1,820.00</b>
		<b>ADDITIONAL SERVICES TOTAL \$ 83,075.00</b>					
		<b>GRAND TOTAL \$ 294,675.00</b>					







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## PROPOSAL FOR LAND SURVEYING SERVICES

April 12, 2021

RPS Group  
Katherine Mears, Sales Manager  
575 N Dairy Ashford, Suite 700  
Houston, Texas 77079

Ref: Proposal request for boundary and topographic survey services.

Dear Ms. Mears,

MBCO Engineering, LLC (MBCO) is pleased to submit this proposal for professional surveying services for the scope provided by the RPS Group on March 30, 2021. The services will consist of boundary and topographic surveys within existing easements as shown in Exhibit "A", "B", and "C".

### SCOPE OF SERVICES

- MBCO will establish horizontal control based on The Texas Coordinate System of 1983, South Central Zone No. 4204, and utilize the vertical datum NAVD88, 2001 Adjustment.
- MBCO will research the boundaries along the project site and locate property corners to show lots and existing easements on survey.
- MBCO will perform a partial topographic survey that meets the standards set forth in The Manual of Practice for Land Surveying in the State of Texas for a Category 6, Condition II topographic survey.
- MBCO will utilize 811 to locate any underground utilities within public rights-of-way and easements.
- MBCO will provide elevations at centerline of road, gutter line, top of curb approximately 20-feet wide or width of the easement.
- MBCO will provide topographic data for all existing infrastructure including, but not limited to, curb, sidewalk, storm sewer, inlets, landscaping, fences, utilities, etc. at each of the individual easement locations.
- MBCO will provide invert information on all accessible storm and sanitary manholes and inlets, including depth, pipe material, size, and direction.
- 

Initials \_\_\_\_\_



- MBCO will provide elevations at the edge of easement and centerline of easement every 25 ft from the top of curb to the top bank of the channel.
- MBCO will provide cross-sections elevations of channel for proposed outfall location: top bank, toe of slope, existing water elevation, flow line, etc.
- MBCO will collect data for all trees within the projects easement boundaries to include size and species.

#### ASSUMPTIONS:

- MBCO will not research or add record drawings of utilities researched by others to this survey. Utilities will be placed on the survey through evidence observed in the field.
- All underground utilities on private property will be marked by the City prior to survey if they are to be shown on the survey.
- The City will provide right of entry notification.
- The City will guarantee access to backyards on the day of survey.
- MBCO will make only one visit/attempt to gain access into backyards requiring survey.
- MBCO will not make entry into backyards through or over locked gates or fences, or into any yard with loose or chained animals.

**If any of the above said Assumptions are not provided and or adhered to, or MBCO is requested to perform work outside the original scope, MBCO will initialize a change order to compensate for the additional time spent at a rate of \$165/hour for a Two-Man Survey Crew and \$125/hour for Survey Tech.**

#### DELIVERABLES:

- Signed and sealed 22" x 34" topographic and boundary survey.
- AutoCad Civil3D 2020 file of the boundary and topographic survey.
- Signed and Sealed control sheets.
- Point File (P,N,E,Z,D) in excel format.

#### SCHEDULE:

- MBCO will complete the above-described scope of services for Exhibit "A" Brittany Bay within eighteen (18) calendar days from receiving the Notice to Proceed or Right of Entry.

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- MBCO will complete the above-described scope of services for Exhibit “B” Landing within thirty-six (36) calendar days from receiving the Notice to Proceed or Right of Entry.
- MBCO will complete the above-described scope of services for Exhibit “C” Newport and Ellis Landing within sixty-six (66) calendar days from receiving the Notice to Proceed or Right of Entry.

#### COMPENSATION:

The above-described surveying services is a lump sum fee, which will be billed at project completion or percent completion at the end of every month for the duration of the project to be paid in full within 30 days of invoice date.

#### **Fee for Tasks:**

**Brittany Bay, Exhibit “A”: \$ 10,900.00**

**Landing, Exhibit “B”: \$ 26,180.00**

**Newport & Ellis Landing, Exhibit “C”: \$ 30,345.00**

#### ADDITIONAL SERVICES:

- **Metes & Bounds and Exhibit for acquiring easement rights \$1,100.00 per parcel with a minimum of 10 parcels released. \$1,500.00 per parcel for fewer than 10 parcels.**

#### **Potential of 56 parcels:**

- **Brittany Bay: 8 parcels \$8,800.00**
- **Landing: 16 parcels \$17,600**
- **Newport/Ellis Landing: 32 parcels \$35,200.00**

**Total Fee of all Tasks (excluding additional services): (\$ 67,425.00)**

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This cost proposal is valid for 30 days and may be re-evaluated after such time to account for any changes with the project scope, environmental factors and/or the general rate schedule. If this proposal is acceptable, please sign and return a copy. If you have any questions you may reach me at [Joel.Hiller@mbcoengineering.com](mailto:Joel.Hiller@mbcoengineering.com).

Thank you for the opportunity and we appreciate doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel D. Hiller", written in a cursive style.

Joel D. Hiller, RPLS  
Survey Department Director

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Acceptance: If this proposal meets with your approval, please so indicate your acceptance by executing it in the space provided below and return two originals. Your written acceptance of this proposal will consummate the Agreement which can be terminated by either party upon receipt of written notice. Upon termination, all fees currently earned under the terms of this Agreement will be due and promptly paid.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**MBCO ENGINEERING, LLC**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

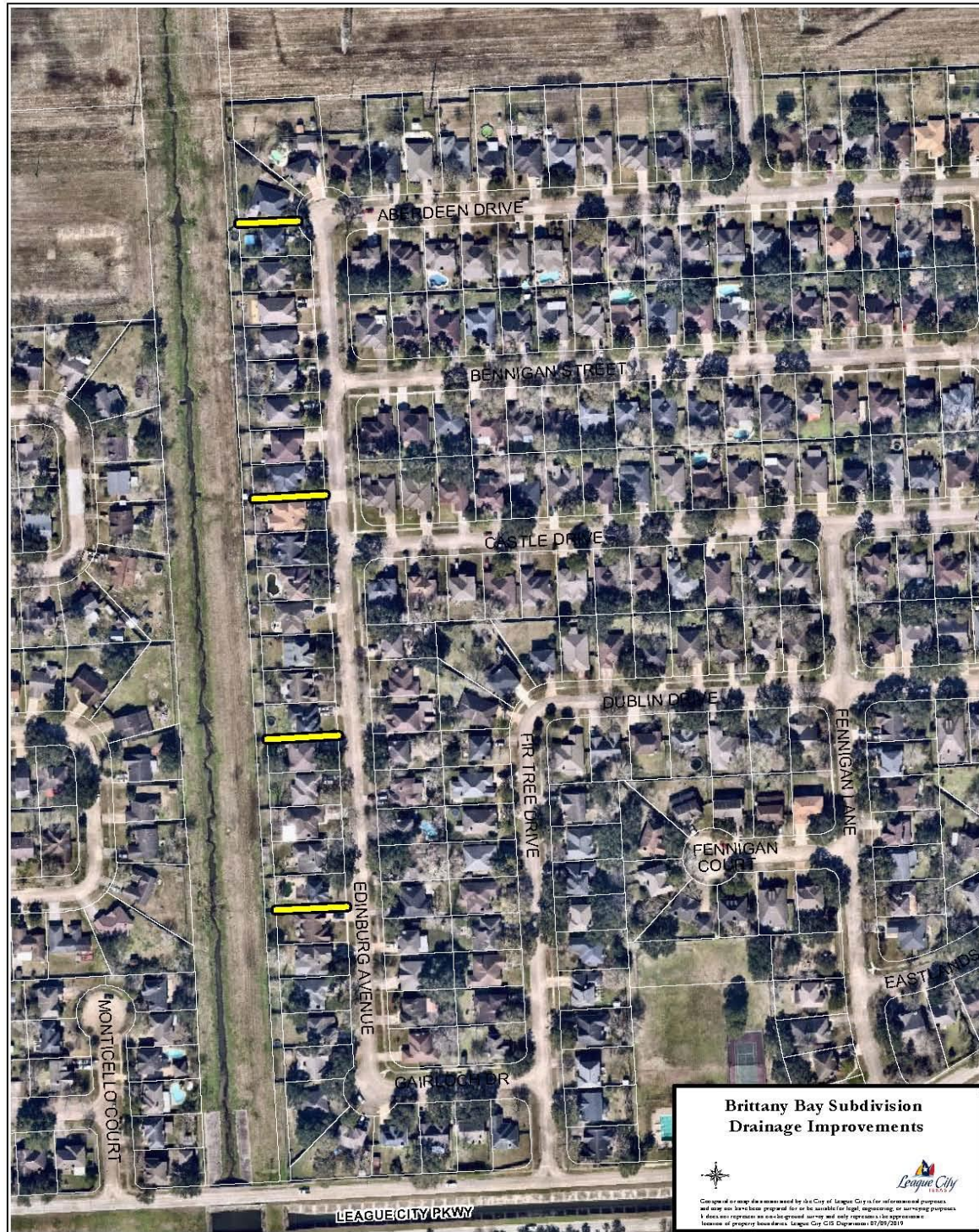
NAME: Bonnie Moss

TITLE: President

ADDRESS: 1505 Highway 6 South, Suite 180  
Houston, Texas 77077

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**Exhibit "A"**



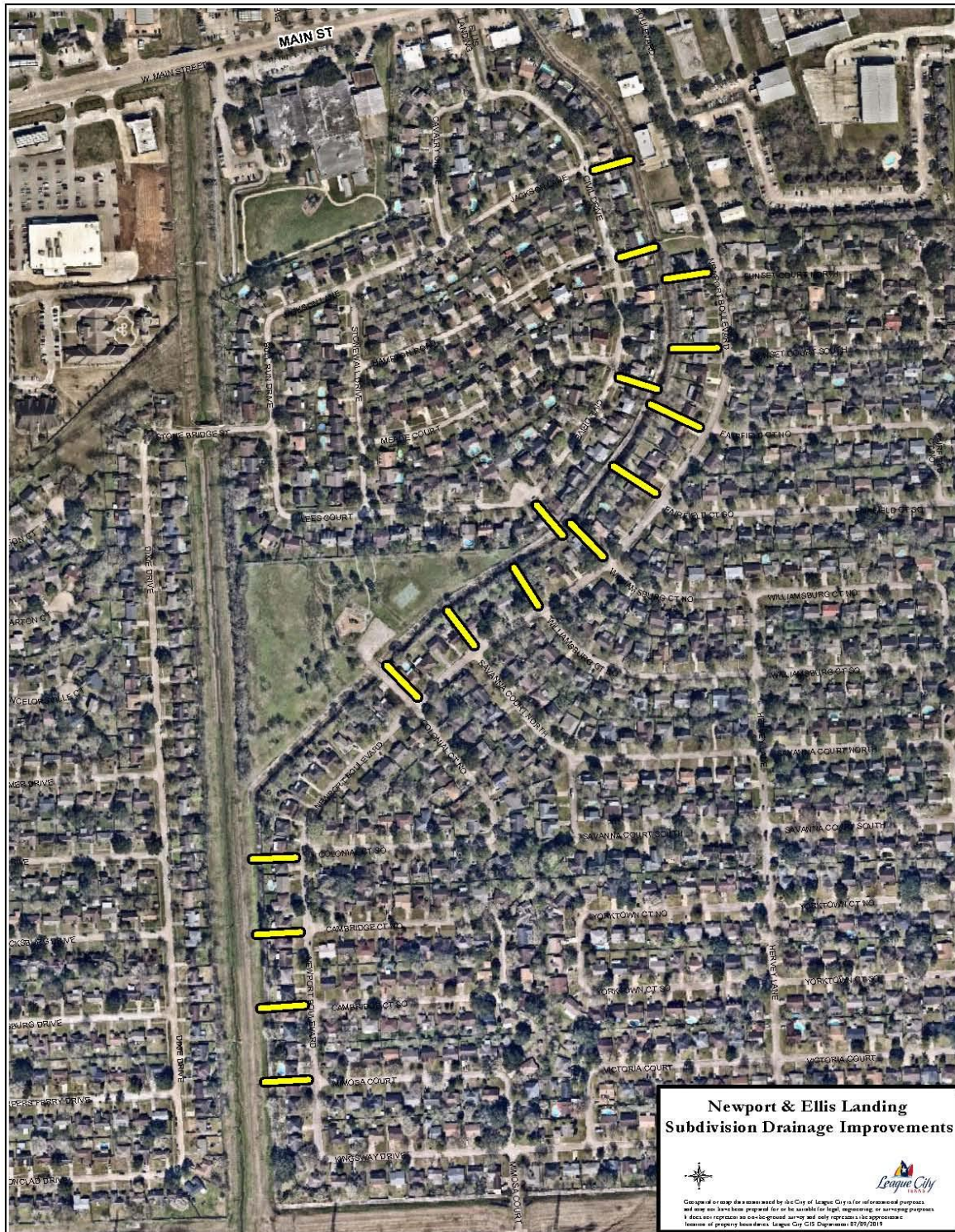


## Exhibit "B"





## Exhibit "C"





April 15, 2021

RPS North America  
575 N. Dairy Ashford, Ste 700  
Houston, Texas 77079



Attn: Ms. Katherine A. Mears, PE, ENV SP  
Sales Manager

Re: Cost Estimate for Geotechnical Field and Laboratory Services  
Subdivision Drainage Improvements  
The Landing, Newport and Ellis Landing, and Brittany Bay Subdivisions  
League City, Texas  
Terracon Document No. P91215039.Revision1

Dear Ms. Mears:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering services for the above referenced project. The following exhibits outline our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

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

Our base fee to perform the Scope of Services described in this cost estimate is **\$10,600**. See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

**Terracon Consultants, Inc.**

(Firm Registration: TX F3272)

A handwritten signature in blue ink, appearing to read "Josh Miles".

Joshua C. Miles, P.E.  
Senior Project Manager

A handwritten signature in black ink, appearing to read "Patrick M Beecher".

Patrick M. Beecher, P.E.  
Geotechnical Services Manager





## AGREEMENT FOR SERVICES

This **AGREEMENT** is between RPS Klotz Associates ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Subdivision Drainage Improvements project ("Project"), as described in Consultant's Proposal dated 04/15/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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



limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

**10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

**12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.


**13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

**14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

**15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

**16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

**17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **4/15/2021**  
 Name/Title: **Joshua C. Miles, P.E. / Geotechnical Department Manager**  
 Address: **551 W League City Pkwy Ste F**  
**League City, TX 77573-5463**  
 Phone: **(281) 557-2900** Fax: **(281) 557-2990**  
 Email: **Josh.Miles@terracon.com**

Client: **RPS Klotz Associates**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_



## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location

Item	Description
Parcel Information	The project is located between the drainage channel and adjacent roads The Landing, Newport and Ellis Landing, and Brittany Bay Subdivisions in League City, Texas. See <b>Exhibit D</b> for more details.
Existing Improvements	Based on the available aerial image, proposed site is characterized by residential properties between the drainage channel and adjacent roadway alignments. See <b>Exhibit D</b> for more details.
Current Ground Cover	Concrete slab, asphalt pavement, and grassy landscape areas.
Existing Topography	Relatively level (assumed)
Site Access	We expect the exploration locations are accessible with our truck-mounted drilling equipment.

### Planned Construction

Item	Description
Information Provided	We have been provided a site plan by Ms. Katherine Mears with RPS North America via an email dated March 25, 2021.
Proposed Improvements	Based on the provided information, 28 drainage culverts will be constructed in this project as part of multiple Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant (CDBG) drainage projects in League City, Texas. We assume that the culverts will be installed through open cut to a maximum depth of 10 feet below existing grade.

We understand only field and laboratory services are requested and that no geotechnical engineering recommendations are requested at this time. If our understanding of the requested scope of services is not accurate, please let us know so that we may adjust our scope of services and cost estimate.



## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and data report/project delivery. These services are described in the following sections.

### Field Exploration

As requested, the field exploration program consists of the following:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Brittany Bay Subdivision	4	20
Newport and Ellis Landing Subdivision	1	20
<b>Total</b>	<b>5</b>	<b>100</b>

1. Below grade at the time of our field program.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

**Subsurface Exploration Procedures:** We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using open tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

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

**Traffic Control:** Borings will be located within the roadways or right of ways (ROW). Traffic control will likely be required for these borings. We have summarized the cost for traffic control in **Exhibit C**. We understand no permits are required.

**Property Disturbance:** We backfill borings with auger cuttings after completion. Pavements are patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and cold patching existing pavements. Excess auger cuttings are dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## **Safety**

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

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

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

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.



## **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis
- Unconfined Compressive Strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## **Data Report Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization of the project site.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Geotechnical Data Report

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

The geotechnical data report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site and boring location plans
- Subsurface exploration procedures

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

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

Task	Lump Sum Fee
Brittany Bay Subdivision: Subsurface Exploration, Traffic Control, Laboratory Testing, and Data Reporting	\$8,480
Newport and Ellis Landing Subdivision: Subsurface Exploration, Traffic Control, Laboratory Testing, and Data Reporting	2,210
<b>Total</b>	<b>\$10,600</b>

This cost assumes the field exploration for the three subdivisions can be completed within one mobilization and a maximum of two days. Additional services not part of the base fee include the following:

Additional Services (see <b>Exhibit B</b> )	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service <sup>1</sup>	\$900	
Additional mobilizations (each)	\$800	
Additional Traffic Control beyond 2 days	\$1,300 per day	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with coring existing pavements or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

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

## Project Schedule

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

<b>GeoReport® Delivery</b>	<b>Posting Schedule from Notice to Proceed <sup>1, 2</sup></b>
Project Planning	5 business days
Site Characterization	20 business days
Data Reporting	25 business days

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



# Terracon



## **Exhibit B**

## **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.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

RPS Infrastructure, Inc.  
Houston, TX United States

**Certificate Number:**  
2021-739182

**Date Filed:**  
04/15/2021

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of League City

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

21-1295-62  
Professional Engineering Services for HMGP & CDBG-DR Hurricane Harvey Drainage Projects

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



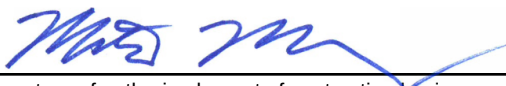
### 6 UNSWORN DECLARATION

My name is Michael R. McClung, and my date of birth is 9/3/1981.

My address is 14914 Kimberley Lane, Houston, Texas, 77079, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 15th day of April, 2021.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**RPS Infrastructure, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**575 N. Dairy Ashford, Suite 700**

**6** City, state, and ZIP code  
**Houston, Texas 77079**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

7	6	-	0	1	4	7	3	4	8
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ► *Rebecca Russell*

Date ► 01/22/2021 *RR*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.