



PROFESSIONAL SERVICES AGREEMENT

(FEMA and CDBG funding)

(version 1-7-2021)

This AGREEMENT ("Agreement") is entered by and between **ARKK Engineers LLC** ("Professional"), located at **7322 Southwest Fwy, Houston, TX 77074** 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 **Oaks of Clear Creek Detention Pond Improvements**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **June 1, 2021** and shall expire on **December 15, 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 **\$423,020** 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 acknowledgement 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)

ARKK ENGINEERS - "Professional"

Madhu Kilambi
Madhu Kilambi, PE – Senior Project Manager/Principal

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
(46 pages, including this page)

ARKK Engineers Proposal for Project Scope



EXHIBIT "A"
GENERAL OVERVIEW & SCOPE OF SERVICES

General Overview

This proposal is based on our understanding of the project as discussed in our scoping meeting and conversations. This proposal consists of providing engineering design and construction phase services associated with a proposed detention pond and other potential drainage improvements serving The Oaks of Clear Creek Subdivision. The allocated construction budget is up to approximately \$3.8 million, depending on final scope of the proposed improvements. The purpose of the project is to reduce the occurrence of structure flooding in the subdivision to the degree that is feasible. Funding for the project will be from a combination of CDBG-DR funds (Hurricane Harvey relief) and City funds.

The scope of the drainage improvements anticipated is as follows:

- Construct a new detention pond having an approximate storage volume of 60 acre-feet, or more if feasible. The site chosen is a 15-acre tract just north of The Oaks of Clear Creek Subdivision, accessed from State Highway 3. It is not anticipated that this will be a "pumped pond" requiring mechanical and electrical equipment. The City may choose to have all or a portion of the pond be constructed as a permanent wetlands feature.
- Storm sewer improvements in the Oaks of Clear Creek Subdivision which will aid to route stormwater flows into the new detention pond. It is anticipated that the primary element will be a new storm sewer interceptor trunk sewer constructed along Coleman Boylan Drive that would outfall to the proposed new detention pond.
- Construct ditch and/or storm sewer improvements in the Interurban Right-of-Way adjacent to and downstream of The Oaks of Clear Creek Subdivision.
- Construct a 2nd new detention pond benefitting The Oaks of Clear Creek Subdivision, at a site to be determined during the preliminary engineering design phase; construct storm sewers to route stormwater flows to this new detention pond. The volume of this 2nd pond is anticipated to have a volume of approximately 8-acre feet, or more if feasible. It is anticipated that this pond would be constructed along Bradshaw Ditch, either north or south of State Highway 3.

ARKK will prepare engineering design plans and specifications reflecting the above scope of work, and will perform construction administration services to support the project.

During construction, the City of League City will provide a project site representative to observe the progress of construction. Therefore, construction inspection services by ARKK Engineers' personnel are not part of the scope of this project. Construction materials testing services are also not included, as we understand that the City will contract directly with a material testing

firm during construction if any quality control testing of the concrete or wall liner material is desired.

This proposal addresses the engineering services ARKK Engineers will provide the City during the design and construction phases, including such services as plan reproduction, and miscellaneous services that may be required for the project.

SCOPE OF SERVICES

A. Design Phase (Time Critical Services)

Basic Services – Design Phase

- Obtain any available record drawings from the City. Research and gather existing data on the project such as existing utility information, and pipeline crossings.
- Coordinate with the surveyor, geotechnical engineer, environmental consultants.
- Plot topographic survey data of the project alignment.
- Provide design for the detention pond, storm sewers, ditches, and water & wastewater utility adjustments when needed.
- Prepare hydrologic and hydraulic calculations to determine the pond volume, effects on water surface, impacts and benefits of the pond facility, storm sewer sizing, flap gate operation, and open channel hydraulics. Prepare a letter report with calculations and exhibits and present to the City for review and input.
- Prepare recommendations for storm sewer routing that will maximize the positive benefit the pond will have on The Oaks of Clear Creek Subdivision.
- Investigate the possibility to construct a 2nd detention pond on a site to be determined during the 30% engineering stage. Evaluate and assess the feasibility and benefits of the 2nd pond site. The scope of work includes a letter report, cost estimate, preliminary H&H evaluation, and site recommendation.
- If determined to be feasible and beneficial, incorporate the design of the 2nd detention pond into the overall project. Include with the design up to 450 feet of diversion storm sewer pipes to feed and drain the pond.
- Evaluate the capacity of the existing storm sewer and ditches/swales located in the Interurban right-of-way between SH 96 and West Walker Street, and provide the City with a recommendation for improvements. If determined to be feasible and beneficial, incorporate the design of the Interurban Ditch & Storm Sewer Improvements into the overall project.

- Evaluate existing utilities to determine the impact of the proposed improvements on the existing utilities.
- Coordinate with the City during the design phase.
- Prepare 30% Preliminary Engineering Plans and meet with City staff at the 30% Design Phase. The 30% deliverables include:
 - 30% Design plans
 - Lists of affected utilities and anticipated potential conflicts
 - Updated design phase schedule
 - Updated cost estimates
 - List of anticipated permit requirements
 - Draft hydrologic/hydraulic letter report
 - List of recommended easement and real property acquisitions
 - Draft geotechnical engineering report
 - Prepare for and attend a public meeting / public hearing following the 30% design phase to present the project to the residents and others affected by the project.
- Proceed with the 60% engineering design based on input/direction from the City during the 30% Design Meeting.
- Provide two (2) draft sets of 60% plan drawings and specifications to the City for review and comments. Electronic files can be sent, at the City's preference. The 60% deliverables include:
 - 60% Design plans
 - Updated lists of affected utilities and anticipated potential conflicts
 - Updated design phase schedule
 - Preliminary construction phase schedule
 - Updated cost estimates
 - Updated list of anticipated permit requirements, with draft permit application documents
 - Final hydrologic/hydraulic design report
 - Easement and Right-of-Way acquisition documents (maps/plats prepared by a licensed Texas Land Surveyor)
 - Final geotechnical engineering report
 - Prepare for and attend a public meeting / public hearing following the 60% design phase to present the project to the residents and others affected by the project.
- Coordinate and submit 60% plan drawings to the utility companies for review and comments.
- Incorporate comments from the City and the utility companies into the bid documents.

- Coordinate with the various pipeline companies and submit drawings for review and approval.
- Provide two (2) draft sets of 90% plan drawings and specifications to the City for review and comments. Electronic files can be sent, at the City's preference. The 90% deliverables include:
 - 90% Design plans
 - Submittal letter addressing the City's 60% review comments
 - Project Manual (contract documents, bid form, technical specifications, etc.)
 - SWPPP manual
 - Final list of affected utilities and contact information
 - Updated cost estimates
 - Approved permits
- Incorporate comments from the City and various entities into the final bid documents. Finalize a bid document package comprising of plan drawings and specifications showing the proposed improvements, as follows:
 - 100% Construction plans w/ City signatures
 - 100% Project Manual
 - Completed SWPPP manual
 - 100% Cost Estimate
 - Updated estimated overall construction schedule
 - Prepare for and attend a public meeting / public hearing upon completion of the design phase to present the project to the residents and others affected by the project
- Obtain utility companies signatures on the final drawings.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of City-signed construction documents to the City. ARKK will provide digital copies to the City prior to printing, to obtain the required digital signatures.

Design Phase Topographic Surveying (Basic Services)

- Coordinate with the surveying firm and authorize the topographic survey for the project as follows:
 - Obtain topographical survey for the proposed primary pond site (the 15 acre "North Pond" +/- 60 acre-foot volume pond site).
 - Obtain topographic survey for Coleman Boylan Drive between Turtlewood Drive, through Water Oak Drive, ending at the proposed 15-acre pond site. This alignment would be utilized to efficiently route storm water from The

Oaks Subdivision to the pond site without the need to traverse through residential side lot easements.

- Obtain topographic survey for the northern one-half of the Interurban Right-of-Way alignment for the proposed drainage ditch and/or storm sewer improvements.
- Obtain topographic survey for a proposed 2nd pond site whose location is to be determined later. For budgetary purposes, it is assumed that the parcel size (or combined parcels sizes) will be approximately 3.0 acres to accomplish +/- 8 acre-feet of storage.
- The topographic survey will include a tree assessment in which Qualified Trees are evaluated, tagged, documented, and picked up by the surveyor.

Design Phase Environmental Services (Basic Services)

- For the proposed 15-acre pond site that will be acquired by the City, perform a Phase I Environmental Site Assessment. Perform a site visit to determine the presence of regulatory wetlands; delineate limits of wetlands in the field for pickup by the project surveyor.
- For the proposed 2nd pond site that would be purchased by the City, perform a Phase I Environmental Site Assessment. Perform a site visit to determine the presence of regulatory wetlands; delineate limits of wetlands in the field for pickup by the project surveyor.

Design Phase Geotechnical Services (Basic Services)

- Perform a geotechnical engineering investigation of the project areas. A budget is included for:
 - Two (2) 15-foot deep borings at the proposed 15-acre North Pond
 - Three (3) 15-foot deep borings along Coleman Boylan Drive for storm sewer construction
 - One (1) 15-foot deep boring at the proposed 2nd pond site
 - Two (2) 15-foot deep borings along the Interurban right-of-way for storm sewer and/or ditch construction

Special Services – Design Phase

Boundary Survey, Maps, Plats, and Easement Documents (Special Services)

- Coordinate with the surveying firm and authorize boundary surveying and subdivision platting for the project as follows:
 - Perform a boundary survey for the proposed primary pond site (the 15 acre “North Pond” site). Prepare a subdivision plat reflecting that the site will be subdivided such that the existing church building will be made into a separate tract and remain intact; and the pond will be constructed to the rear $\frac{3}{4}$ of the property.
 - If ditch and storm sewer improvements are feasible and proposed outside of existing easements in the Interurban Right-of-Way, prepare drainage/storm sewer easement documents.
 - If the 2nd pond site is determined to be beneficial and feasible, prepare a boundary survey of the 2nd pond site. For budgetary purposes, it is assumed that the 2nd pond site will be comprised of five (5) tracts/lots, which will be purchased by the City, without the need to further subdivide lots/tracts.

Special Environmental Services

- USACE Permitting – Jurisdictional Determination (Regulatory Division) - In the event that wetlands exceeding the USACE regulatory limit are found at either or both pond sites, ARKK will submit a formal application to the USACE for a Jurisdictional Determination and possible Section 404 permit application for impacts to wetlands.

B. Bid Phase Services

- Assist the City in obtaining bids for the project. The City will advertise the projects and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisements.
- Prepare and dispense construction documents to the potential bidders for the project through CIVCAST.
- Notify local contractors and provide them with information on the project.
- Prepare an agenda for the pre-bid conference.
- Prepare a summary of meeting minutes for the pre-bid conference and distribute to all attendees.

- Conduct a pre-bid conference for potential bidders for the project.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Prepare a bid tabulation of the bids received for this project.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare a letter of recommendation for award of the project.
- Prepare three sets of conformed contract documents and provide to contractor for insertion of bonds, insurance, and signed forms.

C. Construction Administration Services:

- Conduct a pre-construction conference for the project.
- Prepare a summary of meeting minutes for the pre-construction conference and distribute to all attendees.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Conduct monthly progress meetings for the project.
- Prepare a summary of meeting minutes for the progress meetings and distribute to all attendees.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, coordinate with the City's inspector, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. City of League City will be providing an inspector to observe the work.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be

responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- Conduct a Substantial Completion Inspection of the Project and prepare a punch list item summary.
- Conduct a Final Completion Inspection and issue a Certificate of Completion.
- Obtain close-out documents from the Contractor and make a recommendation for Final Payment on the project.
- Prepare one set of paper and digital as-built/record drawings based on drawings provided by the construction contractor.

D. Construction Phase Additional Support Services:

- Provide support to the City's project representative during the construction phase.
- Provide engineering and technical office personnel support during construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and any conflicts uncovered in the field.

EXHIBIT 'A-1' - FEE

BASE FEE

*Hydrologic and Hydraulic Study / Calculations for the North Detention Pond: the lump sum amount of:	\$16,440.00
*Evaluation and Letter report of assessment of 2 nd Pond Site: the lump Sum amount of:	\$7,200.00
*Topographic Surveying Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: (Cost plus 10%):	\$25,839.00
*Evaluation, tagging, and Documentation of Qualifying Trees for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: (Cost plus 10%):	\$8,250.00
*Geotechnical Engineering Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: (Cost plus 10%):	\$10,945.00
*Engineering Design Basic Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: the lump sum amount of:	\$181,468.00
*Phase I Environmental Site Assessment for North Detention Pond: (Cost plus 10%):	\$4,180.00
*Wetlands Delineation Services for North Detention Pond: (Cost plus 10%):	\$5,500.00
*Boundary Surveying Services for North Detention Pond: (Cost plus 10%):	\$8,250.00
*Subdivision Platting Services for North Detention Pond: (Cost plus 10%):	\$8,250.00
*Easement Description Services for Interurban Ditch: (Cost plus 10%):	\$2,750.00
Bid Phase Services: the lump sum amount of:	\$3,750.00
Construction Administration Services for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch: the lump Sum amount of:	\$34,920.00
Construction Phase Additional Support Services: Hourly Not-to-Exceed:	<u>\$9,500.00</u>
TOTAL BASE FEE:	\$327,242.00

“*” = Time Critical Items

ADDITIONAL SERVICES FEES

USACE Regulatory Permit Application Services (To Be Performed Only if Required)

for North Detention Pond Site: (Cost plus 10%): Includes:

Jurisdictional Determination:	\$1,650.00
Pre-Construction Notification to USACE Preparation:	\$7,975.00

The following Environmental Services will only be performed as required as a condition of the CDBG-DR Grant and/or required as a condition of a Corps of Engineers permit:

· Environmental Assessment per 24 CFR §58 (To Be Performed Only if Required) for North Detention Pond Site: (Cost plus 10%):	\$17,050.00
· Threatened and Endangered Species Habitat Assessment (To Be Performed Only if Required) for North Detention Pond Site: (Cost plus 10%):	\$1,925.00
· Desktop Cultural Resources Assessment (To Be Performed Only if Required) for North Detention Pond Site: (Cost plus 10%):	\$1,650.00

If a location for a 2nd pond is selected and added to the Professional Services Agreement, the following Additional Services are proposed:

*Hydrologic and Hydraulic Study / Calculations for the 2nd Detention Pond:
the lump sum amount of: \$4,200.00

*Topographic Surveying Services for 2nd Detention Pond
and Diversion Storm Sewers: (Cost plus 10%): \$3,520.00

*Evaluation, tagging, and Documentation of Qualifying Trees for 2nd Detention Pond
and Diversion Storm Sewers: (Cost plus 10%): \$1,750.00

*Geotechnical Engineering Services for 2nd Detention Pond
and Diversion Storm Sewers: (Cost plus 10%): \$2,145.00

Budget to Remobilize and prepare up to two additional separate Geotechnical reports,
only if needed: (Cost plus 10%): \$4,400.00

*Phase I Environmental Services for 2nd Detention Pond Site: (Cost plus 10%): \$4,180.00

USACE Regulatory Permit Application Services (To Be Performed Only if Required)
for 2nd Detention Pond Site: (Cost plus 10%):

Includes: Jurisdictional Determination	\$1,650.00
Pre-Construction Notification to USACE Preparation	\$7,975.00

*Boundary Surveying Services for 2nd Detention Pond Site
Services: (Cost plus 10%): \$1,430.00

*Engineering Design Basic Services for 2nd Detention Pond
and Diversion Storm Sewers: the lump sum amount of: \$14,633.00

Construction Administration Services for 2nd Detention Pond and its Related Diversion Storm Sewers: the lump Sum amount of:	\$4,995.00
--	------------

Engineering Service to Split the Project into two (2) separate bid packages: (Includes 2 nd Bid Phase) the lump sum amount of:	\$11,770.00
--	-------------

Engineering Services to prepare for and attend two (2) additional public meetings: The lump sum amount of:	<u>\$2,880.00</u>
---	-------------------

TOTAL ADDITIONAL SERVICES FEE: <i>“*” = Time Critical Items</i>	\$95,778.00
---	--------------------

Total Fee Not to Exceed (All Services):	\$423,020.00
--	---------------------

EXHIBIT 'A-2'

RATE SCHEDULE

<u>Employee Classification</u>	<u>Billing Rate per hr</u>
Senior Project Manager	\$180.00
Project Manager	\$125.00 – \$160.00
Project Engineer	\$100.00 – \$135.00
CADD Operator	\$ 75.00 – \$105.00
Site Representative/Construction Administrator	\$ 90.00 – \$135.00

Hourly billed services will be invoiced based on direct labor costs (raw salary) times a multiplier of 2.99. Reimbursable Expenses will be charged at cost plus 10%. Company Principals acting in the role of Senior Project Manager will bill at the Senior Project Manager rate.

EXHIBIT 'A-3'

SUBMITTAL SCHEDULE

The following is a submittal schedule estimate for each design milestone:

- 30% design submittal – 150 days from Notice to Proceed Date (Includes 90 days for topographic survey).
- 60% design submittal – 90 days from approval of 30% submittal
- 90% design submittal – 90 days from approval of 60% submittal
- 100% design submittal – 30 days from approval of 90% submittal

ATTACHMENTS –





































SCHEDULE
SUBCONSULTANT PROPOSALS
FORM 1295
W-9 FORM

City of League City

Oaks of Clear Creek Detention Pond

City of League City

Oaks of Clear Creek Detention Pond

ID	Task Mode	Task Name	Finish	Half 2, 2021							Half 1, 2022					Half 2, 2022					Half 1, 2023					Half 2, 2023							
				M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A		
1		Notice to Proceed	Tue 5/18/21																														
2		Preliminary Engineering (30%) Phase	Thu 10/14/21																														
3		H&H Study for the North Detention Pond	Mon 7/19/21																														
4		Evaluation and Letter report of Assessment of the 2nd Pond Site	Mon 7/19/21																														
5		Topographic Surveying - North Pond	Mon 6/28/21																														
6		Topographic Surveying - Storm Sewer	Mon 7/26/21																														
7		Topographic Surveying - Interurban Ditch	Mon 8/23/21																														
8		Geotechnical Field Work and Report - Base Project	Mon 7/19/21																														
9		Wetlands Delineation - Base Project	Mon 5/31/21																														
10		Phase I ESA - Base Project	Mon 7/19/21																														
11		Boundary Survey for the North Detention Pond	Mon 8/2/21																														
12		Prepare Project Design to 30%	Thu 9/30/21																														
13		Submit 30% Design Review Submittal	Thu 9/30/21																														
14		City Staff Review Time	Thu 10/14/21																														
15		Final Design Phase	Fri 5/20/22																														
16		Prepare Project Design and Specifications to 60%	Thu 12/30/21																														
17		Submit 60% Design Review Submittal	Thu 12/30/21																														
18		City Staff Review Time	Thu 1/13/22																														

Oaks of Clear Creek Detention Pond

ID	Task Mode	Task Name	Finish	Half 2, 2021												Half 1, 2022						Half 2, 2022						Half 1, 2023						Half 2,	
				M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A				
19		Boundary Surveying for the North Detention Pond	Thu 1/27/22																																
20		Subdivision Plat Preparation for the North Detention Pond	Thu 2/17/22																																
21		Easement Descriptions for the Interurban Ditch	Thu 2/24/22																																
22		Prepare Project Design and Specifications to 90%	Wed 3/30/22																																
23		Submit 90% Design Review Submittal	Wed 3/30/22																																
24		City Staff Review Time	Wed 4/13/22																																
25		Prepare Project Design and Specifications to 100%	Fri 5/13/22																																
26		Submit 100% Pre-Final Design Review Submittal	Fri 5/13/22																																
27		City Staff Review Time	Fri 5/20/22																																
28		Submit the Issued for Bid/Procurement Documents	Fri 5/20/22																																
29		TASK 1205 - Procurement	Tue 7/12/22																																
30		1st Advertisement	Fri 5/27/22																																
31		Provide Bid Phase Services	Wed 6/22/22																																
32		City Council Award	Tue 7/12/22																																
33		TASK 1206 - Construction Phase	Tue 8/15/23																																
34		Construction NTP	Tue 7/26/22																																
35		Construction Phase	Tue 7/25/23																																
36		As Built Drawings Completed	Tue 8/15/23																																



LLC, PROFESSIONAL LAND SURVEYORS

ARKK Engineers
7322 Southwest Freeway Suite 1040
Houston, Texas 77074
Attn: Mr. Dave Kasper, P.E.

Date: April 29, 2021

Re: City of League City Oaks of Clear Creek Detention Pond Project

Dear Mr. Kasper

Introduction

Thank you for the opportunity to provide this proposal for surveying services for the above referenced project. Based on your email and supplied maps we have identified a scope of work and a lump sum fee for your project.

Project Overview

Topographic Survey:

- Obtain topographical survey for the proposed primary pond site (the 15 acre "North Pond" +/- 60 acre-foot volume pond site).
- Obtain topographic survey for Coleman Boylan Drive between Turtlewood Drive, through Water Oak Drive, ending at the proposed 15-acre pond site.
- Obtain topographic survey for the northern one-half of the Interurban Right-of-Way alignment for the proposed drainage ditch and/or storm sewer improvements.
- Obtain topographic survey for a proposed 2nd pond site whose location is to be determined later. For budgetary purposes, it is assumed that the parcel size (or combined parcels sizes) will be approximately 3.0 acres to accomplish +/- 8 acre-feet of storage.
- Prepare a report for the City of League City detailing the evaluation, tagging, and Documentation of Qualifying Trees for North Detention Pond, Coleman Boylan Drive Storm Sewers, and Interurban Ditch.
- Prepare a report for the City of League City detailing evaluation, tagging, and Documentation of Qualifying Trees for 2nd Detention Pond

Boundary Survey and Subdivision Platting:

- Perform a boundary survey for the proposed primary pond site (the 15 acre "North Pond" site).
- Prepare a subdivision plat reflecting that the site will be subdivided such that the existing church building will be made into a separate tract and remain intact; and the pond will be constructed to the rear $\frac{3}{4}$ of the property.
- If ditch and storm sewer improvements are feasible and proposed outside of existing easements in the Interurban Right-of-Way, prepare drainage/storm sewer easement documents.

Page 1 of 3 Initials _____ Initials _____

2805 25th Avenue North
Texas City TX. 77590
TEL: 409-938-8700 FAX: 866-678-7685
info@ellissurvey.com
Texas Firm Reg. No. 100340-00



LLC, PROFESSIONAL LAND SURVEYORS

Scope of Work

- The topographic survey will extend from right of way to right of way plus an additional 10 feet on each side of the right of way at 50-foot cross section intervals. Shots of sanitary manholes, water valves, and other utilities will be included in the survey. Sanitary and storm sewer invert elevations will be obtained. Existing culvert invert elevation and sized will be acquired.
- Topographic survey of 15 acre pond site to be prepared on a minimum of a 50' grid pattern.
- Survey includes the location of right of way boundaries along route.
- Survey will be prepared in accordance with ARKK Engineering survey requirements with the exception that Ellis Surveying Services makes no warranty that all of the underground utilities within the project area have been depicted on the survey. Ellis Surveying Services will notify Texas One-Call of the survey date and request that all underground utilities be marked, all marked utility locations will be shown on the survey but the locations should be considered as approximate.
- Survey will be tied to State Plane Coordinates (NAD83) Texas South Central Zone Elevation data to be tied to NAVD88 Geoid12B.
- Ellis survey will supply autocad file and point files in ACAD 2021 format and will supply completed and signed "Control Map" of project.
- Boundary survey of 15 acre site to be prepared to ALTA/NSPS 2021 Standards.
- Subdivision plat to be prepared to City of League City requirements for a minor subdivision plat.
- Easement survey exhibits to be on 8 ½" x 11" sheets suitable for attached to easement document and filed with the County Clerk's Records.

Fees, Budget & Schedule

Item No.	Street	Length of Survey	Survey Cost per Linear Foot	Cost
1	Coleman Boylan	2,200	\$3.85	\$8,470.00
2	H.L.&P. 100' ROW	3,200	\$2.35	\$7,520.00
3	15 Acre Topo			\$7,500.00
4	15 Acre ALTA/NSPS Survey			\$7,500.00
5	15 Acre Minor Plat			\$7,500.00
6	3 Acre Boundary and Topo			\$4,500.00
7	Easement Survey (1 tract) Evaluation, tagging, and Documentation of Qualifying Trees for North Detention Pond, Coleman Boylan Drive			\$2,500.00
8	Storm Sewers, and Interurban Ditch Evaluation, tagging, and Documentation of Qualifying			\$7,500.00
9	Trees for 2 nd Detention Pond			\$1,500.00
			TOTAL	\$54,490.00

*NOTE: Minor Plat quote does not include City/County application or filing fees



LLC, PROFESSIONAL LAND SURVEYORS

Schedule of Fees

Registered Professional Land Surveyor	\$ 175/hr.
Survey Field Crew Including Equipment	\$ 225/hr.
Cad Tech	\$ 95/hr.
Courthouse Research	\$ 65.00/hr.

Please sign and return one original copy of this letter to signify your approval and acceptance. We appreciate this opportunity to serve you.

Sincerely,
Ellis Surveying Services, LLC

Robert Ellis RPLS

Contract accepted this _____ (Day) of _____ 2021.

By: _____



April 16, 2021

Madhu Kilambi, P.E.
ARKK Engineers
7322 Southwest Freeway, Suite 1040
Houston, Texas 77074

P: 713-400-ARKK
E: madhu.kilambi@arkkengineers.com

RE: Proposal for Environmental Services
City of League City Project
League City, Texas
Terracon Proposal No. P92217314

Dear Mr. Madhu:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to ARKK Engineers (client) to perform environmental services for the above referenced project. The requested scopes of service include:

- Waters of the United States Delineation
- Phase I Environmental Site Assessment

Additional scopes of service that may be required include:

- Jurisdictional Determination
- USACE Nationwide Permit
- Environmental Assessment
- Threatened & Endangered Species Habitat Assessment
- Desktop Cultural Resources Assessment

1.0 PROJECT INFORMATION

Terracon understands the project site consists of approximately 23 acres of undeveloped land located in League City, Texas, hereafter referred to as the project site. A site vicinity map has been included in Exhibit 1.0 for reference. If this information is incorrect, or if you have additional useful information, please contact the undersigned immediately.

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Terracon Firm Registration No. F-3272
P [713] 690 8989 F [713] 690 8787 terracon.com

Environmental



Facilities



Geotechnical



Materials

2.0 REQUESTED SCOPES OF SERVICE

2.1 Waters of the U.S. (WOTUS) Delineation

This scope item is presented to assist the client in remaining in compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. The results of this scope may dictate the appropriate level of U.S. Army Corps of Engineers (USACE) permitting and/or coordination, if any. To accomplish this task, Terracon will perform subtasks which include a desktop review, a site visit, and report preparation as described below.

Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historic topographic maps, soil surveys, plant species data, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a thorough desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying suspect aquatic resources on the site. Typically, for larger sites, areas of interest are identified through the desktop review to identify areas to target in the field to avoid unnecessary time, effort, and costs associated with transecting the entire site.

Site Visit

A site visit will be performed by a qualified environmental professional to determine the existence and locations of aquatic features, including wetlands. The delineation methodology will follow the 1987 Corps of Engineers Wetland Delineation Manual and applicable regional supplements. Aquatic features will be mapped using a Global Positioning System (GPS) device capable of sub-meter accuracy and according to the procedures required by the USACE. Field personnel will photographically document on-site conditions as well as aquatic features.

Report Preparation

Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations, and findings, and provide site-specific conclusions and recommendations as appropriate. The Preliminary WOTUS Delineation report will include a brief description of the project, methods/sampling procedures, and results as required by the USACE. A preliminary determination and description of potentially jurisdictional WOTUS and potentially non-jurisdictional aquatic resources identified on the project site will be described in detail. Wetland determination data forms completed in accordance with USACE guidelines for each observation point will be included. Several maps showing the project site against relevant geospatial data will also

be included. Finally, professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale will be offered.

Task Specific Limitations and Considerations

Wetlands are naturally evolved and evolving systems. Effects of man-made disturbances, temporal variations (e.g. rainfall, season, drought), and subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions and recommendations.

This scope of work does not include an effort to inform, confirm, coordinate, or otherwise communicate Terracon's findings with the United States Army Corps of Engineers, Environmental Protection Agency, or any other regulatory agency.

2.2 Phase I Environmental Site Assessment

A Phase I Environmental Site Assessment (ESA) will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - defined below) in connection with the site as reflected by the scope of this proposal.

RECs are defined by ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions."

Physical Setting

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

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability and likely usefulness, will be reviewed for the site: historical topographic maps, aerial photographs, city directories, fire insurance maps, building department records, and prior environmental reports.

Regulatory Records Review

Consistent with ASTM E1527-13, selected federal, state, and tribal databases, where applicable, are typically reviewed within search radii specified in the practice. A database firm will be subcontracted to access governmental records used in this portion of the assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. The scope of work proposed herein includes up to four hours of regulatory agency file and/or records review. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including: site description; general site operations; aboveground chemical or waste storage; visible underground chemical or waste storage, drainage, or collection systems; electrical transformers; and obvious releases of hazardous substances or petroleum products.

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

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of the Phase I ESA, based upon the scope of services and limitations described herein. The final ESA report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by

40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services.

3.0 ADDITIONAL SCOPES OF SERVICE THAT MAY BE REQUIRED

3.1 Jurisdictional Determination

A jurisdictional determination will officially designate aquatic features as either jurisdictional or non-jurisdictional. A feature's jurisdiction depends on several factors including proximity to traditional navigable waters, location within the floodplain, and even the type of jurisdictional determination that is being requested. A Preliminary WOTUS Report must precede a request for a jurisdictional determination. A jurisdictional determination must precede or accompany all Nationwide Permit Pre-Construction Notifications and Individual Permit applications.

Approved Jurisdictional Determination

An Approved Jurisdictional Determination (AJD) is most commonly used to officially determine which aquatic features are jurisdictional and which are not. The size, shape, location, and jurisdiction of each feature in question is officially designated in a letter that is addressed to the client. This letter can be used to supplement a Nationwide or Individual Permit, or it can be used as a standalone document. AJDs can be appealed.

Since each aquatic feature is examined individually, the level of effort involved in completing this task can be high. This is especially true for large, complicated sites with many aquatic features. Every request for an AJD requires a site verification with the designated USACE Project Manager. While it is not necessary for Terracon or the client to be present for the site verification, it is highly recommended that Terracon attend.

Under this scope of work, Terracon will complete an AJD form that describes each feature's jurisdiction (or lack thereof), submit the AJD form and Preliminary WOTUS Report to the USACE, field a nominal amount of telephone requests for clarification as may be necessary to assist the USACE in processing the AJD request, and attend one site verification as required. The overall typical turnaround for an AJD in the Galveston District is 8 to 12 months. Terracon cannot influence the time in which an AJD is processed.

Preliminary Jurisdictional Determination

The Preliminary Jurisdictional Determination (PJD) is a much faster alternative to the AJD. This is especially useful in situations where there is little to no doubt that a particular feature(s) is in fact jurisdictional (i.e. a perennial stream or wetlands within its 100-year floodplain). For this reason, a PJD is usually requested in conjunction with a Nationwide Permit Pre-Construction Notification. However, a standalone PJD can be requested if it is

determined to be advantageous to the client. Unlike an AJD, a site verification is usually not required, though it can be if the USACE Project Manager deems it necessary.

It is very important to note that under the conditions of a PJD, every aquatic feature within the project site is considered jurisdictional, including man-made drainage ditches, roadside drainage ditches, and erosional swales. This can affect the type of permit the client is eligible for as well as the amount of mitigation that may be required.

Under this scope of work, Terracon will complete a PJD form, submit the PJD form and Preliminary WOTUS Delineation report to the USACE, and field a nominal amount of telephone requests for clarification as may be necessary to assist the USACE in processing the PJD request. The overall typical turnaround for a PJD in the Galveston District is 4 to 6 months. Terracon cannot influence the time in which a PJD is processed.

3.2 USACE Nationwide Permit

If it is determined there are jurisdictional aquatic features within the project site, and if those jurisdictional aquatic features will be permanently impacted by project related activities, a Section 404 permit may be required.

"Nationwide Permits (NWP) are a type of general permit issued by the Chief of Engineers and are designed to regulate with little, if any, delay or paperwork certain activities having minimal impacts" (33 CFR 330.1).

Generally speaking, activities authorized under a NWP cannot cause the loss of more than 0.5 acre of wetland and/or 300 linear feet of stream.

Pre-Construction Notification Preparation

There are a limited number of activities authorized under a Nationwide Permit that do not require a Pre-Construction Notification (PCN). However, if it is found to be necessary, Terracon will draft a PCN that includes exhibits showing the project site against relevant geospatial data, simple plan and profile views of proposed construction, photographs, and all necessary supplemental documents.

A preliminary WOTUS delineation report must be included in a PCN. The delineation is considered a separate scope item.

A request for an official jurisdictional determination must also be included in a PCN. If one has not been acquired, this scope of work will include the request for a PJD when appropriate. This scope of work does not include acquiring an AJD.

The client will provide the following necessary additional items and information:

Proposal for Environmental Services

City of League City Project ■ League City, Texas
April 16, 2021 ■ Terracon Proposal No. P92217314



- Engineering plans that show the full extent of work for the entire project area. Plans that are at least 90% complete are preferred. It is important to note that changing the plans after the application has been submitted will require a re-submission.
- A formal project description including the purpose and need.
- Alternative construction methods and site layouts that may have been considered before arriving to the final design.
- Secondary environmental impact avoidance and minimization measures (i.e. Storm Water Pollution Prevention Plan).

Compensatory Mitigation

If impacts to jurisdictional aquatic features exceed 0.1 acre and/or 200 linear feet of stream, compensatory mitigation may be required. This scope of work includes assisting the client in obtaining credits from an approved mitigation bank, when necessary or available. This scope of work does not include assisting the client with all other types of approved mitigation (i.e. permittee-responsible mitigation).

Information related to the purchase of said credits (if any) will be included in the PCN. The type and amount of mitigation including its price will be calculated prior to submittal of the PCN. The client will be responsible for payment to the designated mitigation bank once the permit has been issued. The permit is usually not considered final until payment is made in full and receipt is delivered to the Corps.

Timeline

Once the PCN has been submitted, the USACE will respond with an official Acknowledgement of Receipt. They will have 30 days from the date of Acknowledgement of Receipt to ask for supplemental information. If they do, the 30 day "clock" will start from the day the requested information is received. If they do not ask for more information, or if the 30 day inquiry window expires, the PCN is considered administratively complete. The USACE then has an additional 45 days to issue the permit. If no permit is received within 45 days, the applicant can proceed according to what is proposed in the PCN. The typical turnaround for a NWP in the Galveston District is 75 to 90 days.

3.3 Environmental Assessment

Terracon will compile and review available published documentation and perform/document a preliminary assessment of environmental and socio-economic conditions in general accordance with 24 CFR §58. As required in §58.36, existing conditions and trends, proposed project parameters, potential beneficial and adverse environmental impacts, further compliance requirements, avoidance and minimization practices, and reasonable alternatives will be addressed. The Level of Review for the proposed project will be an Environmental Assessment

Proposal for Environmental Services

City of League City Project ■ League City, Texas

April 16, 2021 ■ Terracon Proposal No. P92217314



(EA) as changes of land use and new construction is anticipated. Applicable statutory checklists will be completed, referencing support documentation provided in the Environmental Assessment (EA Review). The EA will be prepared utilizing 24 CFR Part 58 checklists and Partner Worksheets. The referenced EA regulations and checklists generally address the following:

- Statutes, Executive Orders, and Regulations per 24 CFR 50.4 and 58.6
 - Airport Hazards
 - Coastal Barrier Resource
 - Flood Disaster Protection
- Statutes, Executive Orders, and Regulations per 24 CFR 50.4 and 58.5
 - Clean Air
 - Coastal Zone Management
 - Contamination and Toxic Substances (ESA)
 - Endangered Species Act/Fish and Wildlife
 - Explosive and Flammable
 - Farmland Protection
 - Floodplain Management
 - Historic Preservation
 - Noise Abatement and Control
 - Sole Source Aquifers/ Safe Drinking Water/Water Quality
 - Wetland Protection
 - Environmental Justice

Terracon can complete the work in the HEROS system if requested by League City. Terracon will provide the answers to the required questions, discuss baseline conditions, potential impacts, and provide backup documentation including site maps and consultation letters. Tribal consultation and coordination will also be required and must be conducted between each recognized tribe and applicable government entity. Terracon will prepare tribal letters and provide them to the MCCD for distribution.

If wetland, floodways and/or floodplain impacts are anticipated, completion of the Floodplain Management (CEST and EA) – Partner Worksheet is required for the proposed channel. Our preliminary review indicates the site is partially located within the 100-year floodplain or within the floodway according to the Federal Emergency Management Agency (FEMA) Fire Insurance Map Panel Numbers 448167C0230 (08/15/2019). As part of this process, the Floodplain Management 8-Step Decision Making Process would be completed.

Potential mitigation measures will be taken into consideration, in consultation with the client as necessary, but only on a preliminary, conceptual basis. To streamline the assessment process, requests for agency consultation, if any, will be initiated early in the assessment process. Note that initial assessment findings may identify a need for more detailed study. Additional services, such as noise and air quality monitoring and/or modeling, presence-absence biological surveys,

Proposal for Environmental Services

City of League City Project ■ League City, Texas
April 16, 2021 ■ Terracon Proposal No. P92217314



asbestos surveys, and on-site archeological survey, are not included in the proposed scope of services.

Public participation services such as notices and meetings, which are beyond the scope required in the 8-Step Decision Making Process for Floodplain Management, are also not included. In addition, preparation of RROF/FONSI public notice/form is not included. Terracon has the capability to provide these services, as needed and upon request.

Terracon will provide a PDF copy of the submittal for review and consolidated comments. Terracon will revise the EA based upon consolidated comments.

The purpose of the EA Review is to assist the client in making a determination regarding the significance of any identified impacts to the human environment associated with the proposed project as required by NEPA. A recommendation for a Finding of No Significant Impact (FONSI) or for further environmental review will be provided.

Terracon reports typically address the applicable regulatory framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations, as appropriate. Draft documents are reviewed in-house for quality assurance purposes and initially submitted by email to the client for review and/or approval in electronic format (.pdf). If requested by the client prior to delivery, the unbound original and one paper copy and/or disk can be provided for no additional charge.

Assumptions

The following is assumed:

- The project will result in a Finding of No Significant Impact (FONSI) and an Environmental Impact Statement (EIS) is not required.
- Terracon will be provided with information about the proposed project including project plans, project need and purpose, and any other necessary information such as Preliminary Engineering Reports.
- Terracon is not responsible for design work on the proposed development.
- Additional fieldwork will not be required for the completion of the EA.
- The proposed scope of work does not include support for public meetings.
- Tribal consultation will be conducted by the client and all associated correspondence will be provided to Terracon.

3.4 Threatened and Endangered (T&E) Species Habitat Assessment

The Endangered Species Act (ESA) serves to protect plant and animal species listed by as threatened or endangered of extinction. Texas laws and regulations also prohibit the harm or commerce of plant and animal species listed by the Texas Parks and Wildlife Department (TPWD)

as threatened or endangered of extinction. This scope of services is intended to inform the client if potentially suitable habitat for any state or federally listed threatened and endangered (T&E) species exists within the project site, and if so what further action may be necessary.

Desktop Review

Publicly available resources will be reviewed to identify potentially suitable habitat for listed species. Such resources typically include aerial photographs, topographic maps, applicable federal and state species lists, designated critical habitats, other current species information, soil survey maps, the National Wetlands Inventory, and others. Published resources currently available to Terracon through performance of earlier work may also be used.

Report Preparation

An assessment of the potential effect on listed species will be made in consideration of the presence of potentially suitable habitat, the likelihood for listed species to make use of said habitat, the likelihood for listed species to be present on the site as evidenced by desktop indicators, and/or the likelihood for potential project effects on listed species. Suitable avoidance and minimization measures to minimize adverse effects may be taken into account, as appropriate and in coordination with the client, but only on a preliminary, conceptual basis.

Based upon resource document data and known regulatory requirements, recommendations will be offered as appropriate, and the findings, along with a discussion of the regulatory framework, assessment methodology and applicable limitations, are documented in the report.

Task Specific Limitations and Considerations

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

USFWS does not offer concurrence or correspondence with no effect determinations. However, the report and Terracon's findings will need to be submitted to USFWS if protected species are found within the project site. Coordination with USFWS beyond what is provided in the IpAC is not included in this scope of service.

TPWD does not require coordination for no effect determinations. However, coordination may be required if listed species are positively identified during a biological survey (not included in this scope of services). Coordination with TPWD beyond the initial database inquiry and/or a concurrence letter is not included in this scope of services.

3.5 Desktop Cultural Resource Assessment

Sponsors of projects that trigger certain federal or State of Texas cultural resource statutes are required to coordinate their projects with the State Historic Preservation Officer (SHPO) and applicable representative(s) of the federal permitting or funding agency. The purpose of the coordination is to allow regulatory reviewers the opportunity to determine whether the proposed undertaking may result in an adverse or negative effect or impact on important cultural resources. On lands owned or controlled by the State of Texas and its political subdivisions, including public school districts, these resources are called State Antiquities Landmarks, or SALs, and the applicable statute is called the Antiquities Code of Texas. For federally funded, authorized, or permitted undertakings, properties are evaluated for their eligibility to be listed to the National Register of Historic Places (NRHP).

Desktop Assessment

Terracon will conduct a limited historic properties and archaeological resources review by consulting the restricted access version of the Texas Archeological Sites Atlas (Atlas), the interactive GIS of known sites as well as prior surveys; the National Park Service (NPS) website listing the presence of recorded properties that have been listed to the NRHP; and the Potential Archeological Liability Model (PALM), a GIS tool developed by TxDOT for determining the likelihood for buried prehistoric sites according to soil types present in Harris and surrounding counties. Terracon will review additional sources such as USGS topographic maps, historical aerial imagery maps, and other historic resources. These sources will be consulted to identify previous recorded cultural resources projects, known prehistoric or historical-period sites, and historic properties listed in, or eligible for listing in the NRHP within or overlapping the project boundary.

Report Preparation

Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations, and findings, and provide project-specific conclusions and recommendations as appropriate. The cultural resources desktop assessment will include a brief description of the project, a review of known archeological properties, and recommendations. A description of known archeological sites in the project area will be described in detail. Several maps showing the project area against relevant geospatial data will also be included. Finally, professional opinions regarding the potential need for further archeological investigations will be included.

Project Coordination

Upon receipt of approval from the client, Terracon will coordinate this assessment with the SHPO/Texas Historical Commission (THC) and other regulatory agencies as directed by the client. This assessment will include our professional opinion about the need for additional work, if warranted. It is our standing recommendation that Terracon cultural resources staff either consult directly with regulating agencies at the point of initial project coordination or advise clients who wish to coordinate their projects themselves. If additional investigations are required by the THC, this work will be conducted under a new Scope of Services that will be negotiated at that time.

4.0 SCHEDULE AND ASSUMPTIONS

The above outlined services and project fees (below) are based on the following assumptions and key understandings.

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 third parties, including 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.

Services will be initiated within ten business days upon receipt of authorization, per below, with written notice to proceed. The initial draft submittals will be emailed to the client for review and/or approval within 90 calendar days of initiation.

5.0 RELIANCE

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

Reliance on reports by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the mutually executed agreement, sections of this proposal incorporated therein, and report documents.



Project Site

0 500 1,000 2,000 Feet

DATA SOURCES:
 © OpenStreetMap (and) contributors, CC-BY-SA
 Source: Esri, Maxar, GeoEye, Earthstar Geographics,
 CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the
 GIS User Community
 Esri, HERE, Garmin, (c) OpenStreetMap contributors

Project No.:
P92217314
 Date:
Apr 2021
 Drawn By:
CG
 Reviewed By:
JL

Terracon

11555 Clay Road, Suite 100 Houston, TX 77043
 PH. (713) 690-8989 terracon.com

Site Vicinity

Proposal for Environmental Services
 ARKK Engineers
 City of League City Project
 League City, Texas

Exhibit

1.0

6.0 SCOPE AND REPORT LIMITATIONS

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

The environmental services described above will be performed in accordance with that level and 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.

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

7.0 COMPENSATION

Compensation for the proposed Scope of Services shall be completed on a lump sum basis not to exceed \$8,800. A summary of proposed fees is provided below.

Requested Scopes of Service	Fee
Waters of the United States Delineation	\$5,000
Phase I Environmental Site Assessment	\$3,800
Total	\$8,800
Additional Scopes of Service That May Be Required	Fee
Jurisdictional Determination	\$1,500
USACE Nationwide Permit	\$7,250
Environmental Assessment	\$15,500
Threatened & Endangered Species Habitat Assessment	\$1,750
Desktop Cultural Resources Assessment	\$1,500

The stated fees are valid only for ninety (90) days after the date of this proposal. Once initiated, should completion of the proposed Scope of Services be delayed by the client for a period exceeding 4 months, additional charges may apply. Additional services requested or approved by the client, such as consultation or other work that is not specifically included in the Scope of Services described in this proposal, will be performed on a lump sum basis for an additional fee based on a not-to-exceed budget.

8.0 AUTHORIZATION

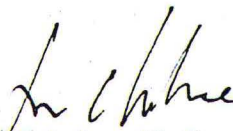
This proposal may be authorized by signing and returning the attached Agreement for Services. Notice to proceed may be given via email addressed to the undersigned.

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

Sincerely,
Terracon Consultants, Inc.



Chris Garza
Staff Scientist



Jon C. Lohse, Ph.D.
Natural/Cultural Resources Group Manager

April 27, 2021



ARKK Engineers
7322 Southwest Freeway, Suite 1040
Houston, Texas 77074

Attn: Mr. Madhu Kilambi, P.E.
Senior Project Manager
P: (713) 400-2754
E: madhu.kilambi@aarkengineers.com

Re: Cost Estimate for Geotechnical Engineering Services
The Oaks of Clear Creek Detention Pond
Highway 96 and Tree Bark Lane
League City, Texas
Terracon Document No. P91215049.Revision1

Dear Mr. Kilambi:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this cost estimate to ARKK Engineers (ARKK) to provide Geotechnical Engineering services for the above referenced project. Thank you for choosing our firm based upon our professional qualifications to perform this service. The following are exhibits to the attached Agreement for Services.

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

See **Exhibit C** for 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.
(Texas Firm Registration No. F-3272)

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

Joshua C. Miles, P.E.
Department Manager

A handwritten signature in blue ink, appearing to read 'Greg Klein'.

Greg J. Klein, P.E.
Principal

Terracon Consultants, Inc. 551 League City Parkway, Suite F League City, Texas 77573
P [281] 557 2900 F [281] 557 2990 terracon.com

Environmental



Facilities



Geotechnical



Materials

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by ARKK 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 and Anticipated Conditions

Item	Description
Parcel Information	The project is within the Oaks of Clear Creek subdivision located within the northeast quadrant of the intersection of Highway 96 and Tree Bark Lane in League City, Texas. (See Exhibit D)
Existing Improvements	Residential subdivision with rigid concrete paving with concrete curb and gutter. A detention pond and transmission line easement southwest of the subdivision and a cleared pond site north-west of the subdivision.
Current Ground Cover	Concrete roadways with grass and trees in road ROWs and areas planned for detention.
Existing Topography (from Google Earth)	Relatively level.
Site Access	We expect the site, and all exploration locations, are accessible with our truck- or track-mounted drilling equipment.

Planned Construction

Item	Description
Information Provided	Site layouts were provided by ARKK via email on April 12, 2021.
Project Description	<p>The project includes storm sewer lines along with construction of a detention pond, storm sewer and ditch construction.</p> <p>The storm sewer lines will range from 36 to 72 inches in diameter and will be a maximum of 10 feet deep. The utility line will extend along Coleman Boylan Drive and east of Luella along the streets identified above.</p> <p>A new detention pond will potentially be constructed northwest of the Oaks of Clear Creek subdivision and will outfall to the Interurban right-of-way ditch to the southwest. The pond will be a maximum of 8 feet deep with sideslopes of 4-horizontal:1-vertical or flatter.</p>

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

The field exploration program is planned to consist of:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	15	North Detention Pond
3	15	Coleman Boylan Drive/Storm Sewer
1	15	2 nd Detention Pond
2	15	Interurban right-of-way/Storm Sewer

1. Below ground surface.

2. Total drilling footage is planned to be 120 feet.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-12 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- or track-mounted drill rig using continuous solid stem flight augers. Soil sampling is typically performed using open tubes and/or Standard Penetration Tests. 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 encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Pavements will be 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 will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes

to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Traffic Control

Since some of the borings will be located on existing pavements, we anticipate that traffic control will be needed during our field activities. We plan to arrange for traffic control, which will consist of cones, signs, and flaggers provided by a subcontractor familiar with local traffic safety ordinances.

Safety

Terracon is 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 will comply with local regulations to request a utility location service Texas 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will 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 not disclosed to us. If the owner/client is unable 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 but can be forwarded upon request. 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.

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.

Cost Estimate for Geotechnical Engineering Services

The Oaks of Clear Creek Detention Pond ■ League City, Texas

April 27, 2021 ■ Terracon Document No. P91215049.Revision1



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. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Moisture content
- Unit dry weight
- Atterberg limits
- Unconfined compressive strength
- Percent finer than No. 200 sieve
- Crumb test
- Double hydrometer testing

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).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

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 – Project information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering 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 engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Slope stability analyses of the detention basin side slopes
- Detention basin construction considerations, including temporary groundwater control
- Evaluation of erosion potential for on-site soils and general discussion of possible protection measures, if necessary. (No erosion analysis will be performed.)
- Subgrade preparation/earthwork recommendations

Slope stability analysis for up to two cross sections will be performed under short-term, long term and rapid drawdown conditions for the alternative selected. We request that the client provide all applicable cross sections and any other data relevant to the slope stability analysis.

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
Geotechnical Engineering Services for North Detention Pond and Coleman Boylan Drive Storm Sewers ¹ (includes one day of concrete coring and traffic control, \$3,000 per day)	\$7,550
Geotechnical Engineering Services for 2nd Detention Pond and Diversion Storm Sewers ¹	\$1,950
Geotechnical Engineering Services for Interurban Ditch and Storm Sewers ¹	\$2,400
Total	\$11,900

^{1.} Assumes tasks will be authorized together and performed in a single mobilization and to be included in a single report.

If these tasks are authorized separately and/or separate mobilizations or letter reports are needed, these additional services will be billed using the following rates:

Task	Lump Sum Fee
Additional mobilization of drilling equipment, \$500 each	Up to \$1,000
Additional separate report supplemental to the original report, \$1,500 each	Up to \$3,000
Additional traffic control (\$2,500 per day)	TBD
Additional concrete coring (\$500 per day)	TBD

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

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, 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 document. 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.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days
Site Characterization	20 working days
Geotechnical Engineering	30 working 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.

EXHIBIT D – SITE LOCATION

The Oaks of Clear Creek Detention Pond ■ League City, Texas
April 27, 2021 ■ Terracon Document No. P91215049.Revision1



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES
MAP PROVIDED BY MICROSOFT BING MAPS

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.

ARKK Engineers LLC
Houston, TX United States

Certificate Number:
2021-744250

Date Filed:
04/27/2021

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, Texas

Date Acknowledged:

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.

Oaks of Clear Creek Deten Pond
Consulting Engineering Services

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.



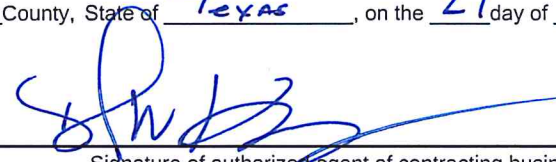
6 UNSWORN DECLARATION

My name is David W. Kasper, and my date of birth is 11-11-1970.

My address is 311 Commons Vista Dr., Huffman, TX, 77336, 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 27 day of April, 20 21.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

ARKK ENGINEERS, LLC

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) ► **P**

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.

7322 SOUTHWEST FWY. SUITE 1040

6 City, state, and ZIP code

HOUSTON, TEXAS 77074

Requester's name and address (optional)

7 List account number(s) here (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

4 5 - 3 5 2 8 4 7 7

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Date ► 3-31-2021

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.

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.

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.

