



**PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC.
FOR THE HERITAGE SIGNATURE TRAIL PROJECT (PK2302)**

(edited 4-29-2024)

This AGREEMENT (“Agreement”) is entered by and between **Halff Associates, Inc** (the “Professional”), located at **14800 St. Mary’s Lane, Suite 160, Houston TX 77079** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Landscape Architecture and Engineering design of the Heritage Signature Trail Project (PK2302)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **November 18, 2024**, and shall expire on **October 31, 2026**, 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 **\$270,160** 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 claim; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon

City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—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:** Liquidated damages **are** applicable to this transaction. 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 agrees that Professional shall perform its services and conduct all operations in conformity with 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 INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND REASONABLE COSTS, ARISING OUT OF, CONNECTED WITH, OR**

RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR 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:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. 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. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____, *(date to be filled in by City Secretary)*

HALFF ASSOCIATES, INC - "Professional"



Ashley Purkey, P.E., Public Works Team Leader

CITY OF LEAGUE CITY - "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

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

Exhibit A follows this page.



EXHIBIT A

June 12, 2024

Revised July 15, August 12, August 27, September 9, September 23, October 22, and October 30, 2024
AVO P58118.001

Mr. Chien Wei
Director
Parks & Cultural Services
City of League City

Re: Proposal for Design Services for Heritage Signature Trail
City of League City, Texas

Dear Mr. Wei:

Halff Associates, Inc. (Halff) is pleased to present this proposal for the design services for Heritage Signature Trail located in the City of League City, TX. For over 70 years, Halff has been committed to providing outstanding design service and professionalism to our city clients. We appreciate the opportunity to be part of your team and look forward to working with you on this project.

This trail will provide a, generally, east-west connection between League Park and Heritage Park with an additional north-south connection along N. Kansas Ave to the future improvements located within the Kilgore Tract. We have provided a proposed scope of services (see Attachment 'A') and fee schedule (see Attachment 'B'). The fees identified shall be considered lump sum unless otherwise noted as hourly services. These fees will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees.

Our proposed scope of services and fee proposal (attached Exhibit A) is based on our previous discussions with City staff, as well as the provided Aerial, and our understanding of the City's requirements for the trail project.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial.

Respectfully,

A handwritten signature in blue ink that reads "Ashley Purkey".

Ashley Purkey, PE
Public Works Team Leader

- Attachments:
- A. Scope of Services
 - B. Fee Schedule
 - C. Project Schedule
 - D. Project Layout
 - E. Survey Limits
 - F. Signage Proposal (Minor Design)

**ATTACHMENT A
HERITAGE SIGNATURE TRAIL
SCOPE OF SERVICES**

The following is a proposal to prepare construction documents for approximately 0.73 miles of pedestrian improvements to provide an 8' wide route, unless otherwise stated herein. The Heritage Signature Trail project is split into two primary segments:

1. Heritage Signature Trail improvements will occur along a 0.65-mile-long route connecting North Michigan Avenue to Heritage Park, as defined in the Heritage Signature Trail memorandum. Below is a summary of the anticipated routes and improvements:
 - a. Intersection of N Michigan Ave and Coryell St: Add pedestrian barrier-free ramps and associated pavement markings. Alignment is expected to connect to the east end of the existing sidewalk segment, turn to the north and cross the existing ditch with a culvert crossing. Drainage improvements will be necessary to cross existing ditch and utility pole and fire hydrant relocations may be necessary.
 - b. Coryell St between N Michigan Ave and N Kansas Ave (0.15 mi): Convert the existing two-lane asphalt roadway into a single-lane, one-way roadway with a proposed pedestrian lane separated by a road buffer. It is expected that this segment will require pavement markings and signage, barrier installation, and potential overlay to create an ADA-accessible path and cross slope. Drainage improvements are not expected for this segment.
 - c. Intersection of N Kansas Ave and Coryell Street: Add pedestrian barrier-free ramps and associated pavement markings. Drainage structure modifications will be necessary to cross existing ditches and utility pole relocations may be necessary.
 - d. N Kansas Ave between Coryell St and Satsuma St (0.06 mi): Add a proposed sidewalk along the eastern ROW line. It is expected the sidewalk will be located east of the existing swale, which will require an easement from private property owners and relocation of the existing fence. To minimize easement width, this segment is expected to be 6' wide.
 - e. Satsuma St between N Kansas Ave and N Wisconsin Ave (0.21 mi): Add a proposed sidewalk along the northern ROW line. It is expected the sidewalk will be located north of the existing swale, which will require relocating the existing fence within City property.
 - f. Heritage Park (0.02 mi): A sidewalk located on City property will provide a connection between N Wisconsin Ave and the existing pavement edge near the restroom facility.
2. Kilgore Connection improvements include an approximately 0.30-mile-long segment of sidewalk along N Kansas Ave between Satsuma St to the end of N Kansas Ave at Clear Creek. It is expected the sidewalk will be located east of the existing swale, which will require relocating the existing fence within City property.

Halff's team of landscape architects and engineers will utilize the Heritage Signature Trail memorandum as a basis to develop plans and specifications for the detailed improvements. The final plans and specifications will be delivered in a permitted and ready for bid state to City of League City.

The scope of services is as follows:

INFORMATION TO BE SUPPLIED BY CITY OF LEAGUE CITY

The following items will be supplied by the City to the Design Team, if available:

1. Existing Utility Information – The City will provide available record plans, construction plans, or information describing the horizontal location, depths, invert elevations, and types of pipe or conduit in place, for all existing public utilities located within the limits of planning and design for the Project, or that may affect the design of the Project, including but not limited to facilities of water, sanitary sewer, storm drainage, and franchise utilities.
2. Existing Boundary Information – The City will supply existing boundary information, such as the metes and bounds, if available, for the project limits for use in preparing the survey.
3. Right of Access Documentation – The project requires survey of private property along N. Kansas Avenue. The City will provide official documentation for all adjoining properties to gather topographic or boundary information that may be required. Halff will coordinate with the City to identify parcels that require entry but will not contact property owners to obtain right of entry
4. Other Pertinent Data – The City will supply other available reports or data that describes or depicts existing or proposed improvements that may affect the project, including standard details, specifications, and front-end documents necessary for the bidding and construction of the project.

Scope of Services

The Scope of Services is divided into two sections, the Basic Services and Special Services components, which are necessary for the design, bid, and construction phase effort for the Heritage Signature Trail project.

TRAIL DESIGN - BASIC SERVICES

Task 01: Construction Document Preparation and Permitting

- a. Prepare construction documents and specifications for the Heritage Signature Trail and Kilgore Tract Connection segments to allow bidding and construction of site improvements as determined by the budget and City approved site plan. Provide specific plans to construct new improvements within the project limits as follows:
 - 1) Provide overall site layout plans with key site plan information.
 - 2) Provide demolition plan for the demolition of the existing on-site improvements as needed to allow for the proposed improvements, including removal of existing known utilities, fencing, and pavement/gravel to facilitate the construction of proposed improvements. The demolition plan will include civil-related infrastructure and franchise utilities based on best available information.
 - 3) Halff will prepare tree protection plans identifying the location, size, species of existing trees located within the limit of work. The plans will identify existing trees to be preserved along with tree protection fencing in accordance with City standards. Removed trees will be identified along with any required tree mitigation as required by City standards. A tree inventory chart will accompany the plans that lists the existing trees by size, species and condition.
 - 4) Provide layout plans, details and specifications necessary for the construction of flatwork in the paved pedestrian areas.
 - 5) Provide ditch and/or storm sewer plans, as necessary, with information necessary for construction. It is assumed that no detention and/or floodplain mitigation is required. If it is determined, during design or permitting, that detention and/or floodplain mitigation is required, an amendment to the contract will be necessary.
 - 6) Prepare a traffic control phasing plan (TCP) utilizing standard details, as applicable.
 - 7) Provide Storm Water Pollution Prevention Plan (SWPPP) in conjunction with proposed improvements. This task is for the preparation of the SWPPP report, design drawings and associated details, and required applications and forms. Halff will prepare the Notice of Intent

- (NOI) and Notice of Termination (NOT). All documentation will be provided to the City for execution. The full SWPPP report will be provided to the selected contractor for submittal to the TCEQ for approval and to maintain onsite during the course of construction. It will be the responsibility of the Contractor to maintain all required storm water pollution prevention measures and keep records of all required documentation such as inspection reports, maintenance records, etc.
- 8) Provide layout plans, details, and specifications necessary for the proposed improvements.
 - b. Halff will attend one (1) meeting with City Parks Board to review the construction documents prior to permit submittal.
 - c. Plan review and Permitting
 - 1) Submit plans prepared under Section 1 for City staff review and comment at 60%, 90% and 100% levels of plan completion.
 - i. Attend one (1) meeting with City permit plan reviewers at each interim stage of construction document completion prior to 100% to discuss comments and plan changes related to development of the project, and to document staff comments for use during preparation of subsequent plans.
 - ii. Provide an opinion of probable cost for site improvements at each interim stage of construction document completion.
 - 2) Provide project manual including specifications, SWPPP, construction documents, opinion of probable construction cost and bidder instructions in City standard format at the 90% completion stage. City of League City specifications, standard notes and details will be utilized.
 - 3) Submit 100% plans, project manual and opinion of probable construction cost prepared under Section 1 to the City for final permit approval. Approved plans and project manual will be submitted to City staff for use during the bidding/construction phases of the project.

Task 02: Bidding

- a. Provide assistance to City staff in the preparation of bid packets consisting of project manual including contract documents, approved plans, specifications, SWPPP, line-item identification and bid form, and utilizing front-end documents preferred by the City.
- b. City will advertise the project and Halff will upload all bid documents to CivCast. Halff will monitor CivCast for contractor questions.
- c. Attend a pre-bid meeting with City staff, City to prepare all documentation and lead the meeting.
- d. Answer technical questions from contractors and issue addendums as needed for bidder clarifications.
- e. Halff will review, tabulate, and check all bids and verify bidder references.
- f. Prepare selected bidder evaluations based on bid cost submissions and other criteria identified on the spreadsheet results. Prepare a letter of Contractor recommendation for City use. The Design team will not evaluate Contractor financial statements, or the validity of bonds supplied by the Contractor as a part of the bidding process.
- g. Print, bind, and deliver to the City three (3) sets of conformed contracts/specifications. City will coordinate with selected contractor to secure bonds and signatures from the contractor for final execution of the agreement.

Task 03: Construction Administration

- a. Participate in a Pre-Construction Conference prior to commencement of Work at the Project Site.
- b. Provide five (5) sets of half-size (11"x17") plans and project manual for use by City and Contractor. Additionally, provide one (1) set of full-size (22"x34") plans to City Engineering Department.
- c. Provide assistance during the construction phase by reviewing and tracking contractor shop drawings when appropriate, respond to Contractor's Request for Information (RFI) and by visiting the project site once a month to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the employees of Halff, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- d. We anticipate that a representative for the Design Team will visit the Project once a month, during the construction phase of the Project. The construction phase is estimated to take a total time of eight (8) months, therefore eight site visits are anticipated.
- e. Site visit time will include preparation and issuance of meeting minutes that document observations and discussions that occurred during the site visit.
- f. Review, track and make recommendations related to change orders.
- g. Conduct one (1) walk-thru of the project for substantial completion; issue punch list for incomplete items including for completion.
- h. Conduct one (1) final review walk-thru of the project for acceptance of project.
- i. Provide digital copies of record drawings. The Contractor is responsible for keeping field markups of all changes made in the field. The record drawings will be based on field markups provided by the Contractor.

TRAIL DESIGN - SPECIAL SERVICES

Task 04: Site Investigation and Base Map Preparation (Survey)

Halff will prepare surveying services for the proposed path segments as indicated by the boxes in EXHIBIT A - Attachment E: Survey Limits. The scope and fee provided assumes all survey field tasks are completed at the same time. The services included are as follows:

- a. Boundary Survey
 - Halff will perform a right-of-way (ROW) retracement survey along the proposed path.
- b. Topographic and Tree Survey
 - Halff will perform a topographic and tree survey within the identified project limits. The following specific services will be provided:
 - 1) Conduct design and topographic surveys to be used for creating base maps for construction document preparation. This information shall be derived from data collected from on-the-ground surveys of the project site as well as GIS data, if available and accurate. Aerial or mobile LiDAR and conventional survey methods may be used for data collection.
 - 2) Establish a minimum of two (2) benchmarks.
 - 3) On-the-ground survey will include obtaining one-hundred foot (100') cross sections for the following sections:
 - i. ROW to ROW:
 - Coryell St from N Michigan Ave to N Kansas Ave
 - ii. Roadway centerline to ROW + 20' strip outside of ROW:
 - N Kansas Ave from Coryell St to Clear Creek (east ROW)
 - ◊ Right of entry required between Coryell St and Satsuma St
 - Satsuma St from N Kansas Ave to N Wisconsin Ave (north ROW)
 - iii. Outside of ROW
 - Connection from N Wisconsin Ave to the restroom structure within Heritage Park (approximately 30' strip from Satsuma St to concrete sidewalk)
 - 4) Locate existing trees within the survey limits. The City arborist will assist with the identification of trees in critical areas, as requested by Halff.
 - 5) Submit a TX811 locate request to mark underground utilities within project limits.
 - 6) Locate all visible utility locations, including ties to above-ground features, such as power poles, valves, and other features (i.e. edges of pavement, curbs and gutter, sidewalks, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies. This does not include any subsurface utility engineering (SUE) services.
 - 7) Provide location, pipe size (if possible), and invert elevation of existing sanitary and storm drain structures at the following locations:
 - i. At the intersection of Coryell St/N Michigan Ave
 - ii. Along N Kansas Ave
 - iii. Along Satsuma St
- c. Survey Assumptions / Exclusions
 - 1) This proposal does not include research efforts normally performed by a title company. Halff will perform research of adequate thoroughness to support the determination of the location of intended

boundaries of the land parcels surveyed and will obtain information for adjoining properties based upon current tax maps.

- 2) Research outside the original scope of this proposal, easements, or changes made to the survey after completion (if so required), will be negotiated under Task 10.
- 3) This scope assumes sufficient boundary monumentation needed to control the survey is recoverable, and in good condition and that there are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- 4) This proposal does not provide for the creation of any property lines, only the retracement of existing ROW lines.
- 5) Return trips to reset damaged control points or property corners are excluded.
- 6) Trees will be located at the time of field survey within the survey limits shown in Attachment E. Trees beyond the survey limits are excluded. The location of shrubs or other non-tree plantings is excluded.
- 7) Easement documentation is excluded from this scope, but can be negotiated under Task 10.

Task 05: Traffic Engineering

- a. One-Way Operation of Coryell St between N Michigan Ave and N Kansas Ave

- 1) Data Collection

- i. Review aerial and street-level imagery to check roadway conditions in the study area.
- ii. Conduct weekday AM peak period (6:00 - 8:00 am) and PM peak period (4:00 - 6:00 pm) turning movement traffic counts at the following intersections:
 - N Michigan Ave / Coryell St
 - Colorado Ave / Coryell St
 - N Kansas Ave / Coryell St
 - N Michigan Ave / 4th St
 - Colorado Ave / 4th St
 - N Kansas Ave / 4th St
- iii. Acquire the following information from League City:
 - Plans for future roadway improvements in the study area
 - Historical traffic count data in the study area
 - Planned or proposed developments in the study area
 - Accident reports at 6 intersections listed covering the last 36 months.
- iv. Acquire projected trail usage information from League City and / or the project team.

- 2) Evaluation

- i. Identify the weekday AM and PM peak hour turning movement traffic volumes at the study intersections from the traffic count data collected in Task 1.
- ii. Redistribute the weekday AM and PM peak hour turning movement traffic volumes at the study intersections to reflect the proposed one-way operation of Coryell St between N. Michigan Ave and N. Kansas Ave.
- iii. Consider preferred direction of one-way traffic operation.
- iv. Adjust the redistributed weekday AM and PM peak hour turning movement traffic volumes at the study intersections as necessary to account for background growth and future development in the study area.
- v. Conduct weekday AM and PM peak hour intersection level of service (LOS) analyses at the study intersections for the following scenarios:
 - Existing conditions
 - Proposed conditions with the Coryell St one-way operation
- vi. Conduct weekday AM and PM peak hour roadway link volume LOS analyses along Coryell St and 4th St between N. Michigan Ave and N. Kansas Ave for the following scenarios:
 - Existing conditions
 - Proposed conditions with the Coryell St one-way operation
- vii. Upon concurrence from the City, prepare a schematic exhibit showing the proposed one-way pavement markings and signage along Coryell St and nearby affected streets.

- viii. Identify mitigation measures necessary to facilitate the implementation of the proposed Coryell St one-way operation.
- 3) Report Preparation
 - i. Prepare a technical report that addresses the findings in Tasks 1 and 2.
 - ii. Submit a copy of the draft report to the City and project team for review and comment.
 - iii. If necessary, revise the report once based upon comments from the City and project team.
 - iv. Prepare a final version of the report and submit to the City and project team.
- 4) Meetings, Presentation, and Project Coordination
 - i. Attend conference calls with the City to discuss the project as it relates to the one-way analysis.
 - ii. Prepare a PowerPoint presentation for the proposed Coryell St one-way operation and present to City Council at mutually agreed upon council date. This scope includes one (1) in-person presentation at a City Council meeting.
- b. Traffic Engineering Assumptions / Exclusions
 - 1) Only the traffic counts specifically identified above are included in this study. Any additional data collection is excluded from this contract.
 - 2) This study is specifically regarding the addition of one-way roadway condition within the identified limits. No additional operational / level-of-service analyses of driveways, intersections, or roadways in the study area will be conducted under this scope of work.
 - 3) The traffic engineering team will only participate in two (2) conference calls via virtual meetings, as identified above.
 - 4) It is assumed that the local civil engineer will attend all in-person meetings. Should the City require the traffic engineer's presence at any meeting(s), additional time for travel can be billed at hourly rates under a separate authorization.
 - 5) Halff will not conduct any revisions to the report caused by changes to the project scope initiated by the City. This scope includes one round of review comments. If additional rounds are required, additional scope will be negotiated prior to revisions to the report.
 - 6) The City will complete the All-Way Stop analysis at N Kansas Avenue / Coryell Street and provide the completed study report to Halff.

Task 06: Amenity Signage

Halff will develop amenity signage to be integrated into the proposed Heritage Signature Trail project. Tasks include the following:

- a. Signage Design
 - 1) Meet with City to determine the desired signage types, i.e. interpretive, identity, etc. and discuss desired sign formats, i.e. QR code, hardscape markers or combination therein.
 - 2) Discuss content for interpretive signage relating to the historic district of League City, if applicable. This scope assumes the content for interpretive signage will be provided by subconsultant (Minor Design).
 - 3) Prepare a site plan identifying the proposed locations for each sign type.
 - 4) Coordinate with signage subconsultant (Minor Design).
 - 5) Review proposed signage with City and address comments.
- b. Signage Assumptions / Exclusions
 - 1) Interpretive signage content is excluded from this scope of work.

Task 07: TDLR Accessibility Services

- a. Halff will submit 100% plans to a certified accessibility plan reviewer (Otten Consulting Group, Inc.) for registration with Texas Department of Licensing and Regulation (TDLR).
- b. Registration and review fees will be charged to Task 09: Miscellaneous Reimbursable Project Expenses.
- c. Certified accessibility plan reviewer (Otten Consulting Group, Inc.) will perform post-construction inspection.

Task 08: Pre-Construction Public Engagement

- a. Attend one (1) public meeting following project bidding. The City will prepare the PowerPoint presentation utilizing readily available plan sheets, construction cost estimation, and construction schedule. This task excludes the preparation of any new graphics or modification of documentation.
- b. The City will present during the meeting. Halff will attend and assist staff answer questions or concerns they might have.
- c. One (1) half-size (11"x17") set of construction drawings will be printed and brought to the meeting.

Task 09: Miscellaneous Reimbursable Project Expenses

- a. Direct costs including items such as printing and reproduction, postage, messenger service, TDLR Registration and local travel mileage will be billed at the direct cost incurred and are included in the estimated fees for expenses stated below.

Task 10: As-Needed Additional Surveying and Engineering Services Budget

- a. A budget not-to-exceed \$15,000.00 is set for any additional surveying or engineering services which the City may deem warranted beyond the current scope of work. Scope and fee of such services will be negotiated within the budget amount and authorized separately before proceeding with work.
 - 1) Easement documentation, if necessary, will be provided by separate authorization under this task.

OTHER ADDITIONAL SERVICES

Additional Services, not included in the Scope of Services unless noted above, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate. Items that are considered additional services include:

1. Environmental Services including but not limited to wetlands delineation, threatened, and endangered species, Phase I or II environmental site assessments, cultural resources, environmental impact statements and assessments or wetlands identification or analysis.
2. Geotechnical Engineering
3. Structural Engineering
4. Architectural services.
5. LEED Commissioning/Certification
6. Traffic Control Plans (TCP), except as specifically noted.
7. Design of water features, fountains, etc.
8. Tree identification, except as noted in the scope of work.
9. Graphic products except as noted in herein.
10. Right of entry coordination with property owners.
11. Construction staking
12. Design of any utility adjustments, including water, sanitary sewer, and storm sewer, except as noted herein.
13. Printing of drawings, specifications and contract documents for bidding, construction, or distribution purposes except as noted herein.
14. Variance request applications.
15. Texas New Mexico Power Application Packages for installation of facilities within Texas New Mexico Power easements
16. Full-time construction inspection (by City inspector) and/or preparation of field as-built drawings (by Contractor).
17. Construction observation of work (except as noted in scope under Task 03).
18. Quality control and material testing services during construction
19. Certification that the work is built in accordance with plans and specifications (by City inspector).
20. Preparing to serve or serving as a consultant or witness for the City in any litigation or other legal proceeding involving the project.

Assumptions:

1. Where feasible, the sidewalk will be designed as 8-foot-wide, unless otherwise stated above. If existing conditions restrict the ability to construct a full width section, Halff will present the constraints to the City for concurrence prior to continuing design.
2. It is expected that sections of the trail will be within the floodplain. Trail is expected to be placed at existing grade, but effort will be made to install trail above base flood elevation, where feasible.
3. It is assumed that detention and floodplain mitigation is not required because the proposed pavement improvements do not include significant addition of impervious cover. If the scope is revised and/or it is determined, during design and/or permitting, that detention and/or floodplain mitigation is required, an amendment to the contract will be necessary.
4. The City of League City will provide access documentation (right of entry) for all adjoining properties to gather topographic or boundary information that may be required. Halff will coordinate with the City to identify parcels that require entry but will not contact property owners to obtain right of entry.
5. It is assumed that right of entry will be provided prior to notice to proceed. If access is restricted for private properties that delay topographic survey, Halff is not responsible for schedule delays and additional fee negotiations will be required to compensate for the additional travel and project control required.
6. Filing fees, pro-rated fees, impact fees and taxes, research generally performed by a title company, are all excluded from this scope of work.
7. The City will complete the All-Way Stop analysis at N Kansas Avenue / Coryell Street and provide the completed study report to Halff.
8. The City has indicated that geotechnical and environmental services are not required for this scope of work. Halff will utilize standard details and will not certify the design elements shown in standard details. Halff is not responsible for any budget or schedule impacts that may occur as a result of geotechnical or environmental concerns.
9. Halff will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures.
10. Halff will not be responsible for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Construction Documents.
11. The trail will be within existing City ROW and property, except for the segment along N Kansas Ave between Coryell St and Satsuma St.
12. If the private property owners along N Kansas Ave between Coryell St and Satsuma St. are unwilling to grant an easement, a narrow sidewalk segment will be limited to available space that does not impact the ditch. Ditch grading along N Kansas Ave between Coryell St and Satsuma St is excluded but can be provided for an additional fee.
13. This scope of work assumes all comments will be provided at once per review, totaling two (2) rounds of comments, one at 60% and one at 90%. Should additional reviews take place due to change in direction from the City beyond Halff's control, Halff will require additional budget under a separate contract.

**ATTACHMENT B
HERITAGE SIGNATURE TRAIL
FEE SCHEDULE**

TRAIL DESIGN – BASIC SERVICES			
01	Construction Document Preparation and Permitting Civil Engineering Landscape Architecture Permitting	\$138,110	*
02	Bidding	\$9,960	
03	Construction Administration	\$18,525	
			\$166,595
TRAIL DESIGN – SPECIAL SERVICES			
04	Site Investigation and Base Map Preparation (Survey)	\$40,065	* / **
05	Traffic Engineering	\$24,500	*
06	Amenity Signage Landscape Architecture Minor Design	\$15,500	*
07	TDLR Accessibility Services	\$2,500	
08	Pre-Construction Public Engagement	\$3,000	
09	Miscellaneous Reimbursable Project Expenses	\$3,000	
10	As-Needed Additional Surveying and Engineering Services Budget	\$15,000	
			\$103,565
PROJECT TOTAL			\$270,160

* Time-critical tasks totaling \$218,175 will be completed in 275 days, excluding right-of-entry to private properties and City and other agency's reviews and approvals.

** Fees to do not include taxes as the City is a tax-exempt entity.

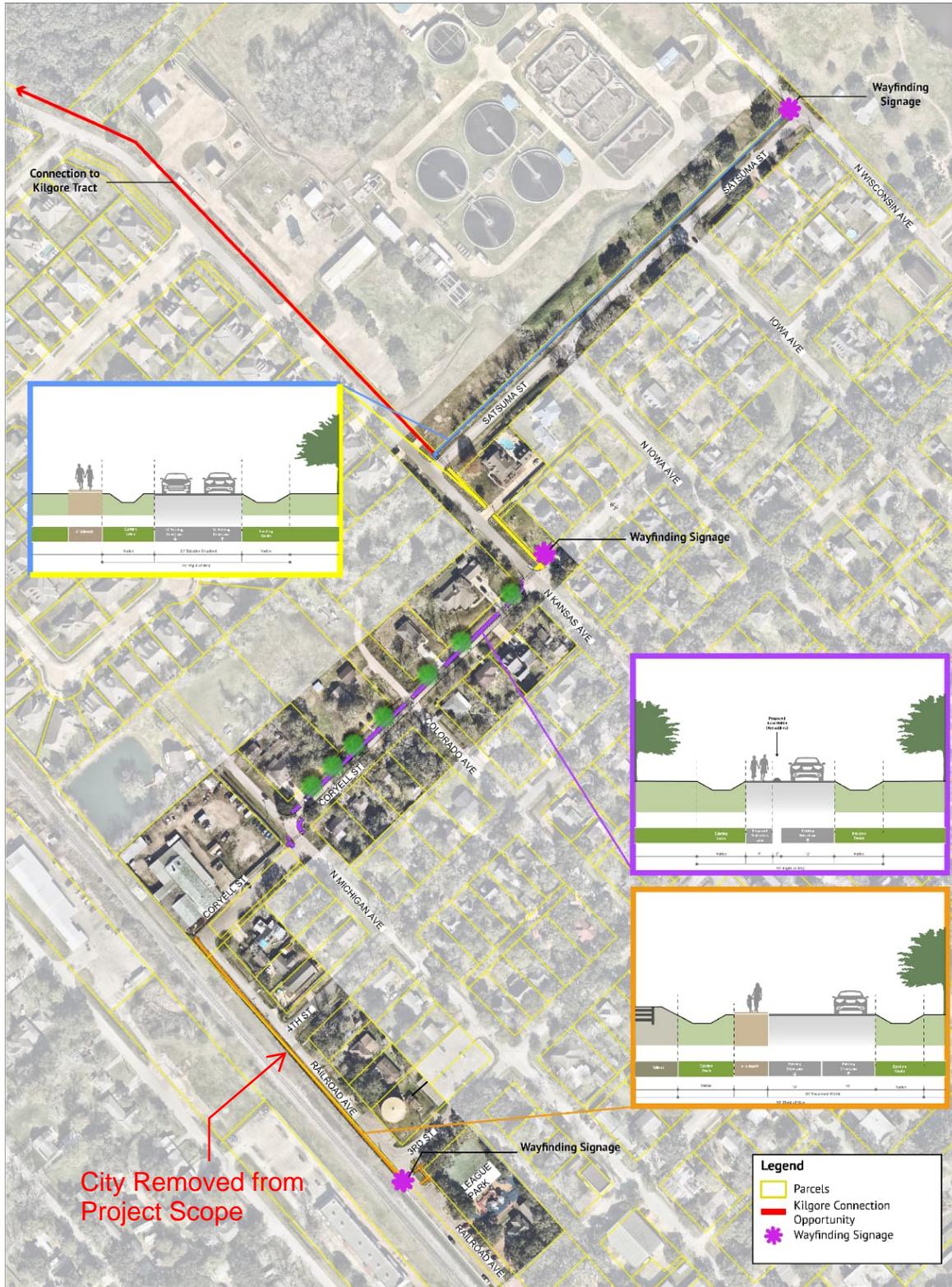
The fees do not include scope revisions or additions once the project design is under way. Additional work requested by the City will require a revision to the scope and fees established in this proposal.

**ATTACHMENT C
HERITAGE SIGNATURE TRAIL
PROJECT SCHEDULE**

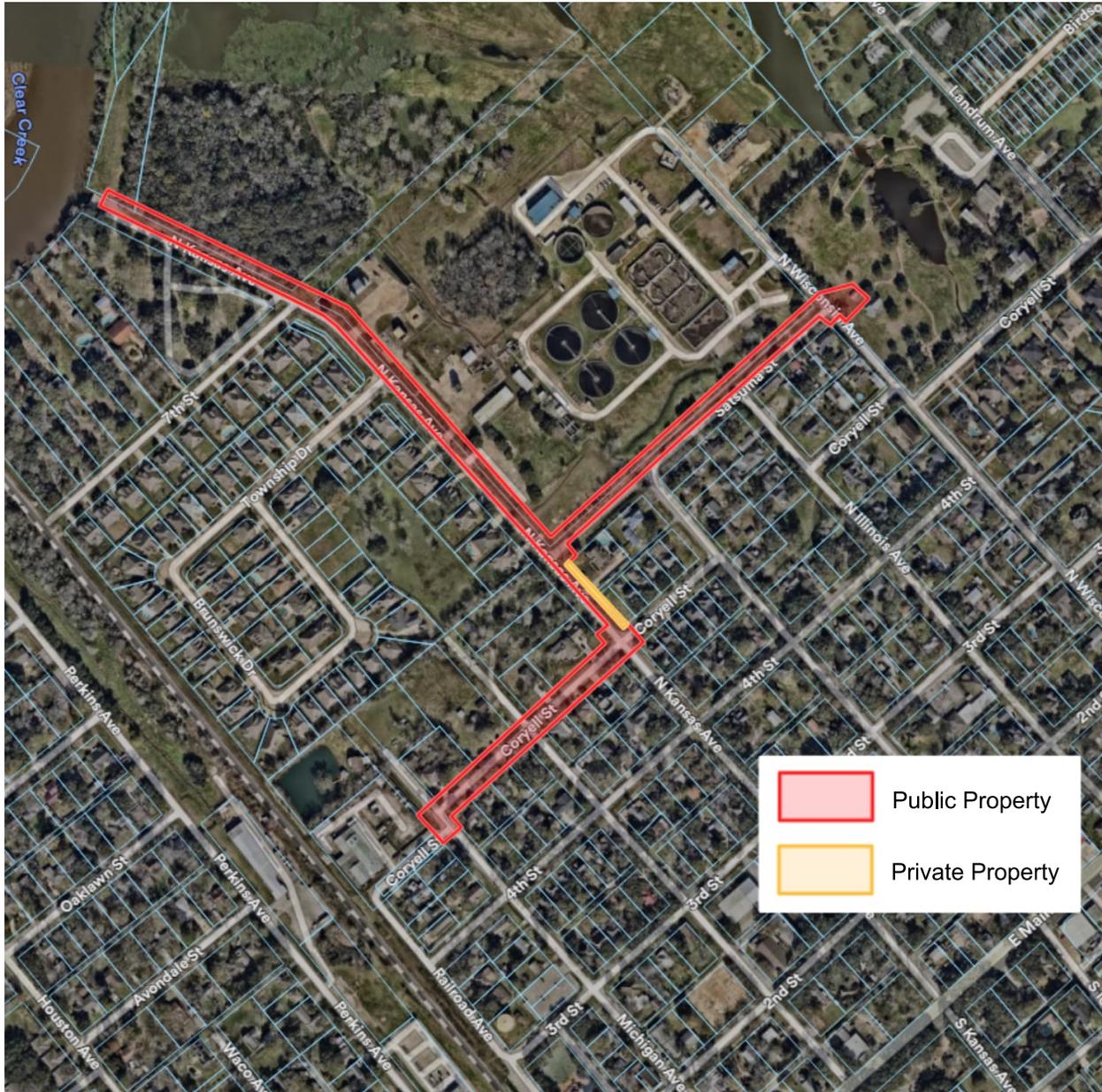
Survey & Traffic Study	140 days from Notice to Proceed and Right of Entry
Prepare & Submit 60% Plans	60 days from completion of Survey and Traffic Study
Revise & Submit 90% Plans	45 days from receipt of 60% comments from City
Revise & Submit 100% Plans	30 days from receipt of 90% comments from City
Bid & Award Phase	Estimated 75 days from advertisement
Construction Phase	Estimated 240 days from Contractor's Notice to Proceed

* *Schedule provided as calendar days and excludes City review time/days and any time required to clarify comments with City.*

**ATTACHMENT D
PROJECT LAYOUT**



**ATTACHMENT E
SURVEY LIMITS**



**ATTACHMENT F
SIGNAGE PROPOSAL (MINOR DESIGN)**



minordesign.com
713.523.6644

Ashley Purkey, PE
Project Manager
Halff Associates, Inc.
14800 St. Mary's Lane, Suite 160
Houston, TX 77079-2943

19 September 2024

Fee Proposal

Project League City Heritage Signature Trail Signage

Project Scope

Professional services to complete the planning, design and fabrication documentation of a trail segment. Approximate sign count - 6 (System sign types included: A, C)

The proposal is based on a project duration beginning January 2025 with completion January 2026. The Railroad Avenue Segment is not included in this project scope.

Tasks included:

- Assignment of sign types to segment
- Modification of sign type graphics to reference SBD
- Location Plan, Preliminary and Final
- Sign Panel Layouts for fabricators use
- Design Documents for fabricators use

Note: Interpretive sign faces are not included in program

Cost Proposal

For the Scope of Services enumerated herein, Minor Design proposes the following professional fees based on the understood scope. The fee is based on the following hourly rates: Design/Project Management \$300; Senior Designer \$160; Production Designer \$140. Project total excludes printing and fabrication.

Professional Fee **\$ 5,500**

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services 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) ← (Details)
 - ~~j. Proposed Drainage Area Map and calculations~~
 - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street ← Sidewalk
 - 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

Traffic Impact Analysis



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)
(# of meetings is limited to those included in the scope of services. Additional meetings will be billed on a time and materials basis.)

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**
- L. **Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.**

City will coordinate with selected contractor to secure bonds and signatures from the contractor for final execution of the agreement.

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**