



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Oller Engineering, Inc.** (the “Professional”), located at **2901 Wilcrest Dr., Houston, TX 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Engineering Services for Design, Bidding, and Construction of the Kilgore-Davis Tract Trail**. 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 **April 28, 2025** and shall expire on **January 28, 2028**. 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 **\$464,867.00** 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:** 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 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:** 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)*

OLLER ENGINEERING, INC. - “Professional”

DocuSigned by:

Rich Oller

Rich Oller, PE, CEO | Principal

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

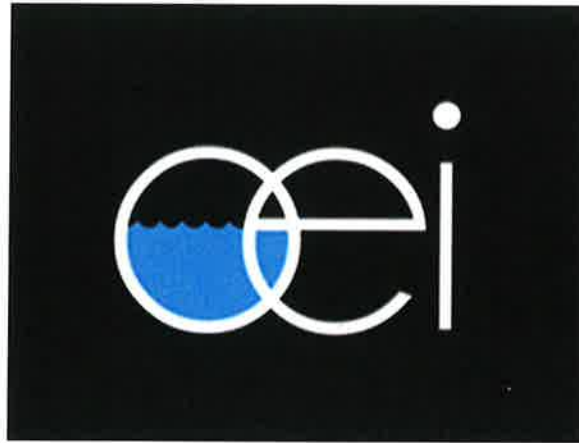
Exhibit A

Scope of Services/Description of Products/Payment Schedule
(Scope of work/Proposal contains 46 pages, including this page)

See the following pages

CITY OF LEAGUE CITY, TX
**KILGORE-DAVIS TRACT TRAIL PROJECT
PROPOSAL**

PREPARED BY:



APRIL 3, 2025



KILGORE-DAVIS TRAIL GENERAL OVERVIEW & SCOPE

General Overview: Project 1 Walking Trail

The proposed project is divided into 2 specific projects. Project 1 is an at grade level concrete trail that connects North Kansas Avenue to Heritage Park. This trail shall be designed as an 8-foot-wide concrete trail with a wider section at the tributary where a box culvert will be designed for the crossing. The culvert shall be designed to allow maintenance vehicles such as a full-size pickup truck to drive across the culvert. The concrete trail is approximately 2000 feet in length and shall meander along the edge of wetlands adjoining Clear Creek. A "No Rise Certification" shall be prepared and supported by hydraulic modeling to show no increase in water surface elevation for Clear Creek. It is anticipated that no formal coordination will be required with FEMA via a Letter of Map Change (LOMC). It is anticipated that a USACE Section 404 permit would be required for Project 1 with the placement of the box culvert in the tributary and for the proposed trail alignment should it impact any jurisdictional waters of the United States.

The existing tributary crossing will be modeled for hydraulic capacity using normal depth calculations. Harris Co. Flood Control District Drainage Design Criteria Manual. All Modeling calculations shall be submitted to the Project Management Office (PMO) and Engineering and other appropriate offices as determined by the City. City's Flood plain Management Administrator shall be copied in all submittals for their respective review and approval.



Scope of Professional Services:

The following is the proposed Scope of Services based on scoping meetings with the City of League City.

A. BASIC ENGINEERING SERVICES:

1. Design Phase

- Engineer shall coordinate a preliminary walk through with City staff to define the proposed location of the proposed concrete walking trail
- Engineer shall coordinate Data Collection and research to include review of the Comprehensive Drainage Plan as prepared by LJA for the City of League City and Galveston also in coordination with the City Engineer
- Based upon topographical mapping and walk-through, Engineer shall prepare and submit a preliminary layout for the Project 1 walking trail for review and comments.
- Engineer shall address City comments and proceed to complete and submit a 30% level drawings and details along with a cost estimate.
- Upon approval of 30% level plans, Engineer shall develop 60% design plans and details for the "At Grade" trail from North Kansas Ave. to Heritage Park approximately 2000 feet in length and 8 feet in width, design a box culvert with 0.2 feet of head loss. Box culvert shall be structurally capable of residential traffic crossing the structure
- Engineer shall submit 60% plans, details and list of technical specifications, and cost estimate in pdf format for City review and comments in accordance with Exhibit B and PSA.
- Upon receipt of 60% comments, Engineer shall prepare plans, details, complete project manual, and cost estimate to 90% level and submit documents in pdf format in accordance with Exhibit B of the PSA.
- Upon receipt of 90% City comments, Engineer shall complete plans, details, project manual, cost estimate to 100% completion level and submit in pdf format for final review, comments and approvals.
- Upon final approval of documents, prepare and submit 2 sets of half-size plans, project manual and in pdf format.
- Engineer shall prepare and submit a USACE Section 404 permit application for regulatory approval for the project, NW - PCN

2. Bid Phase Services

- Assist City in preparing Notice to Bidders advertisement and obtaining bids. Upload bid documents on CivCast for bidders. City will advertise the project according to City requirements and bear the cost
- Attend and assist City at the Pre-Bid conference
- Provide information and respond to questions from the bidders
- Prepare addendums, as needed, for the project and upload to CivCast



- Tabulate and evaluate bids, check references, and provide recommendations to the City on award of contract
- Prepare and submit three (3) copies of Conformed Project Manual to the City for execution of the agreement with the selected contractor

3 .Construction Services Phase

- Prepare and submit five (5) sets of half-size Conformed Plans and Project Manual for use by the City and Contractor. Provide one (1) set of full-size plans to City Engineering Department.
- Attend and assist City at the Pre-Construction Meeting
- Periodic Site Visits (1 visit per month of construction) combined with monthly progress meeting
- Review, Track, and make recommendations related to RFI's Material Submittals, Change Orders, Etc.
- Address found Design Conflicts in the Field
- Prepare change orders, as necessary
- Conduct one (1) substantial completion walk-through with City and Contractor, and prepare punch list
- Conduct one (1) Final Completion walk-through with the City and the Contractor
- Prepare and submit one (1) set of hard copy and PDF of Record Drawings based on the red-line mark up of plans from the Contractor

B. SPECIAL SERVICES

1. Surveying and Mapping - Ellis Surveying
 - Engineer shall contract with a local surveyor to perform a topographic survey and stake the location of the trail
2. H & H Modeling - Hydrology/Hydraulics - Spinks Solutions LLC
 - Engineers shall assemble the data for the hydraulic modeling of the existing tributary to determine the flow from the drainage area using but not limited to the following:
 - Rational Method for areas less than 200 acres
 - Historic water levels for Clear Creek
 - Available topographic LiDAR data
 - Available aerial mapping
 - Topographic survey data gathered by on-site survey
 - Engineer will use FEMA effective hydraulic model for Clear Creek to show No Rise for the 10-, 50, 100- & 500-year storm events. No formal FEMA coordination required through a letter of Map Change (LOMC) is anticipated for this project



- Engineer shall perform hydrologic & hydraulic calculation using HEC-RAS or other modeling software to size the proposed box culvert allowing for a 0.2 feet of head loss through the culvert
 - Engineer shall assist City in addressing any floodplain fill and detention requirements for the project
 - Engineer shall prepare an H & H Study Report to document the study methodologies, findings & recommendations, in PDF format, signed and sealed by a Licensed Professional Engineer in the State of Texas
 - Engineer shall delineate the drainage area for the contributing area to the existing drainage channel and for the proposed trail alignment. Drainage area parameters will be computed including runoff coefficients based on existing land uses and time of concentration calculations. Rational Method shall be used to determine the peak runoff for the 2, 5, 10-, 25-, 50- & 100-year storm events. Runoff calculation shall follow HCFCD *Drainage Criteria Manual*.
3. Geotechnical Study - Terracon
Engineer shall be retained for geotechnical consulting to provide soil investigations, classification - soil types and soil bearing strengths for the box culvert and 2-3 additional borings along the concrete trail path. A final geotechnical report shall be provided with foundation recommendations for the proposed design. Proposal Attached.
4. Environmental and Permitting
- Engineer/Environmental Specialist shall determine the limits of wetlands in the proposed project area and design mitigation to avoid and/or comply with regulatory compliance for construction in these areas.
5. Tree Inventory and Protection Plan
Arborist - Eric Putnam
- OEI shall retain Eric Putnam for \$5,000.00 to conduct a tree inventory and disposition tree protection plan.
6. Public Meetings and Presentations - Public for Council and Stakeholder
- Engineer shall provide coordination for the project with League City's Project Manager. OEI shall attend the following meetings as necessary:
 - City Council/Board meetings as required and prepare PowerPoint Presentations (1-max)
 - Public meeting (1-max) and prepare PowerPoint Presentation
7. Miscellaneous Project Expenses:
A budget not to exceed \$ 3,500.00 is proposed for the project's miscellaneous expenses such as printing, postage, deliveries, local mileage to project site and City. OEI will not exceed this budget without prior approval. All project travel is considered to be local.



8. Additional As-Needed Engineering Services -

A budget Not-To-Exceed \$10,000 is set for any additional services which the City may deem necessary beyond the Scope of Services as described herein. Scope and fee for such services will be negotiated within the noted budget and authorized separately by the City prior to the consultant proceeding with any work.



C. Project 1 - Professional Fees

Basic Services:

I.	Design Phase: includes design plans and project manual, details of concrete trail, coordination of subconsultants and closeout of project	
	30%	\$19,500.00*
	60%	\$28,250.00*
	90%	\$15,960.00*
	100%	\$7,000.00*
II.	Bid Phase Services	\$5,350.00
III.	Construction Phase Services	
		<u>\$22,500.00</u>
	Subtotal Basic Services	\$98,560.00

Special Services:

All Subconsultants fees include a 10% markup

1.	Surveying - includes topo for proposed concrete trail , & staking of trail w/benchmarks & control coordinates	\$17,050.00*
2.	Environmental to include the following: WOTUS Delineation & JD, T&E Species Habitat Assessment, NWP & PCN, GLO coordination (total fee for Projects 1 & 2)	\$ 40,447.00
3.	H&H Modeling	\$51,440.00*
4.	Geotechnical Engineering - 2 bores to determine soil types and foundation design for proposed culvert crossing and at-grade trail	\$27,720.00*
5.	Arborist – tree protection & Protection Plan (Projects 1 & 2)	\$5,500.00*
6.	Public Meeting (Budget)	\$10,000.00
7.	Misc. Project Expense (Budget)	\$3,500.00
8.	Addition as-needed Engineering Services (Budget)	\$10,000.00
	Subtotal Special Services	<u>\$165,657.00</u>
	Total Fees for Project 1	\$264,217.00



NOTE: " * " - Time Critical tasks totaling \$172,420.00 shall be completed within 265 days of Notice to Proceed from City with design excluding City and agency reviews. Consultant further discloses delays caused by review agencies are outside the control of the consultant and penalties assumed are imposed on the consultant are waived for such delays.

D. PROJECT SCHEDULE: Project 1 Concrete Trails

30% Preliminary Engineering and Surveying 75 days from Notice to Proceed
Coordination with governmental agencies, mainly USACE

Submit 60% Plans 130 days from receipt of Prel. Eng. Comments from City

Submit 90% Plans 45 days from receipt of 60% comments from City

Submit 100% Plans 15 days from receipt of 90% comments from City

Bid and Award Phase Estimated 75 days from advertisement

Construction Phase Estimated 120 days from Contractor's Notice to Proceed

Note-Above calendar days exclude review periods



Project 2 - Boardwalk & Overlooks

General Overview:

Project 2

This project shall be designed concurrently with The Trails Project 1 however it shall be bid separately. This project is a design of 2 separate boardwalks and overlooks located along shore Clear Creek. One boardwalk connects with the Kayak Launch on N. Kansas Avenue and extends north approximately 350 feet to the proposed overlook that is proposed as a "T"- construction at the end of each boardwalk. This Project could be required to submit a USACE Section 408 permit. A Section 408 permit is a permit that allows modifications, alterations, or occupation of public works projects in a defined waterway that is under USACE jurisdiction. It is our understanding that the Harris County Flood Control District is the Non-Federal project sponsor for operation and maintenance of the Clear Creek Federal Flood Control Project. The 408 Permit is requesting permission to construct the proposed public works boardwalks in the designated Clear Creek locations as shown on the conceptual site plan. If Section 408 permit is determined to be required by USACE then a separate Scope and Fee proposal will be submitted. The Section 408 process can take up to a year for approval and requires a lengthy submission process. OEI has already taken the first step in the 408 process by notifying the USACE concerning the proposed boardwalk project for USACE to advise the City if a permit would be required. To date no confirmation from USACE of whether a Section 408 permit will be required or not has been received.

Geotechnical requirements for the boardwalks and overlooks include boring the locations to a depth of approximately 40 feet. Pilings shall be designed to support the boardwalk/overlooks and from local pilling driver contractors the minimum depth for pilings is 20 feet driven into a solid clay bed.

The boardwalks and overlooks shall be designed and constructed using Trex decking and support joists shall be pressure treated lumber. Details of the connections and fastening shall be provided in the design. All railings shall be Trex material.

A "No Rise" certificate shall be obtained for the boardwalks and overlook. Hydraulic modeling along Clear Creek shall be performed using the FEMA effective hydraulic model. OEI will issue a No Rise Certification Letter for submission to the League City Floodplain Administrator. No formal coordination with FEMA is anticipated via a Letter of Map Change (LOMC).

Detention & Floodplain Fill Mitigation shall be addressed as necessary however, it is not anticipated that this will be required since there shall not be any displacement of soil or excavation related to the project.

Overlook #2 and boardwalk shall connect to the concrete trail at points yet to be determined. Actual tie-in locations shall be selected by the Director of Parks and the City Project Manager.



Project 2 Boardwalks and Overlooks

Scope of Professional Services:

The following is the proposed Scope of Services based on scoping meetings with the City of League City.

A. BASIC ENGINEERING SERVICES:

1. Design Phase

- Engineer shall coordinate a preliminary walk through with City staff to define the proposed location and approximate location of the trails and overlooks, distance out into Clear Creek from a common point on shore. City shall approve the location of the overlook coordinates for the construction location
- Engineer shall coordinate Data Collection and research to include review of the Comprehensive Drainage Plan as prepared by LJA for the City of League City, Galveston Count Consolidated Drainage District (GCCDD)
- Engineer shall research a 408 permit for construction in navigable waters for USACE to determine if in fact a 408 is required for the Overlooks (actual permit application for the 408 permit is not included in this scope)
- Upon approval of 30% level plans, Engineer shall develop 60% design plans and details for the At-Grade, Boardwalks, and Overlooks
- Engineer shall submit 60% plans, details and list of technical specifications, and cost estimate in pdf format for City review and comments in accordance with Exhibit B of the PSA.
- Upon receipt of 60% comments, Engineer shall prepare plans, details, complete project manual, and cost estimate to 90% level and submit documents in pdf format in accordance with Exhibit B of the PSA.
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B. SPECIAL SERVICES

1. Surveying and Mapping - Ellis Surveying
 - Engineer shall contract with a local surveyor to stake the location of the boardwalk along with topo
2. H & H Modeling - Spinks Solutions LLC.
 - Engineer shall assemble the data for the hydraulic modeling of Clear Creek and shall include the following but not limited to:
FEMA effective hydraulic model Clear Creek and floodplain mapping
 - Historic water levels for Clear Creek
 - Available topographic LiDAR data
 - Available aerial mapping
 - Topographic survey data gathered by on-site survey
 - Engineer will use hydraulic modeling for the boardwalks to show No Rise from the storm events using a 10, 25, 50, 100 & 500 year storms to determine water surface elevation
 - Engineer shall assist City in addressing floodplain fill and detention requirements for the project



- Engineer shall prepare an H & H Study Report to document the study methodologies, findings & recommendations, in PDF format, signed and sealed by a Licensed Professional Engineer in the State of Texas
3. Geotechnical Study - Terracon
 - Engineer shall contract with a Geotechnical firm, Terracon, to obtain core samples along the proposed boardwalk and "T" overlook locations. Geotech firm shall provide a report and recommend the depth of piers for the proposed boardwalk and overlooks.
 4. Environmental and Permitting
 - Engineer
(Complete analysis and mitigation for Project 1 & 2 in Project 1 fee)
 5. Tree Inventory and Protection Plan
 Arborist - Eric Putnam (Allocated in Project 1)
 6. Public Meetings and Presentations - Public for Council and Stakeholder
 - Engineer shall provide coordination for the project with League City's Project Manager. OEI shall attend the following meetings as necessary:
 - City Council/Board meetings as required and prepare PowerPoint Presentations (1-max)
 - Public meeting (1-max) and prepare PowerPoint Presentation
 7. Miscellaneous Project Expenses
 A budget not to exceed \$4,000.00 is proposed for the project's miscellaneous expenses such as printing, postage, deliveries, local mileage to project site and City. OEI will not exceed this budget without prior approval. All project travel is considered to be local.
 8. Additional As-Needed Engineering Services
 A budget Not-To-Exceed \$15,000.00 is set for any additional services which City may deem necessary beyond this scope of services. Scope and fee for such services shall be negotiated within the allotted budget and shall only be used if authorized by the City before proceeding with any such work.



C. PROFESSIONAL FEES: Project 2

Basic Services:

I.

Design Phase: includes the design of the overlooks,
connection to trails, piling design, fastening systems
and plans and project manual with details

30%	\$	22,500.00*
60%	\$	39,760.00*
90%	\$	35,100.00*
100%	\$	10,100.00*

II.	Bid Phase Services:	\$	9,600.00
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III.	Construction Phase Services:	\$	28,950.00
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Subtotal Basic Services	\$	146,010.00
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Special Services:

*Note: All subconsultants have a 10% markup included
in the fee shown*

1	Surveying & Mapping (sub + 10%)	\$	14,630.00 *
2	Geotechnical Engineering – 12 borings total, 4 to 40 feet each in depth and 8 to 30 feet in depth including foundation report.	\$	21,010.00 *
3	Design Contingency	\$	15,000.00
4	Project Expenses	\$	<u>4,000.00</u>

Subtotal Special Services	\$	54,640.00
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TOTAL FEES FOR PROJECT 2	\$	<u>200,650.00</u>
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Total Fees Projects 1 & 2	\$	464,867.00
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NOTE: " * " Time-critical tasks totaling \$143,100.00 shall be completed within 75 days of the City issuing a Notice to Proceed with design excluding City and agency reviews. Consultant further discloses delays caused by review agencies are outside the control of the consultant and penalties assumed are imposed are imposed on the consultant are waived for such delays

D. PROJECT SCHEDULE

30% Preliminary Engineering and Surveying 75 days from Notice to Proceed
Submit 60% Plans 120 days from receipt of Prel. Eng. Comments from City
Submit 90% Plans 60 days from receipt of 60% comments from City
Submit 100% Plans 21 days from receipt of 90% comments from City
Bid and Award Phase Estimated 75 days from advertisement
Construction Phase Estimated 240 days from Contractor's Notice to Proceed

Note - Above calendar days exclude review periods



ATTACHMENTS

Site Map

Soil Boring Location Map

Flood Hazard Area Map

Correspondence with USACE Galveston

Subconsultant Proposals

Kilgore - Davis Trail Conceptual Site Plan

Project 2:
1,400 LF
8' surface trail &
2 overlooks

Project 1:
2,615 LF
8' surface trail

350 LF
8' surface trail

1,050 LF
8' surface trail

1 culvert bridge

Overlook

Overlook

City of League City Boundary

Clear Creek

Clear Creek

Phase 1:
Perimeter Trail

Kansas St.
Kayak Launch

Fairview Cemetery

Future Heritage Signature Trail

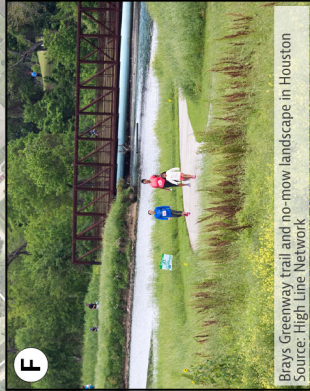
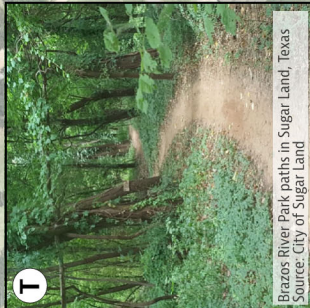
League City
Water Treatment Facility

North Kansas Ave.

North Wisconsin Ave.

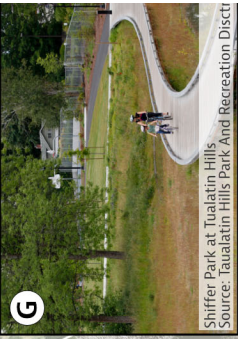
Heritage Park

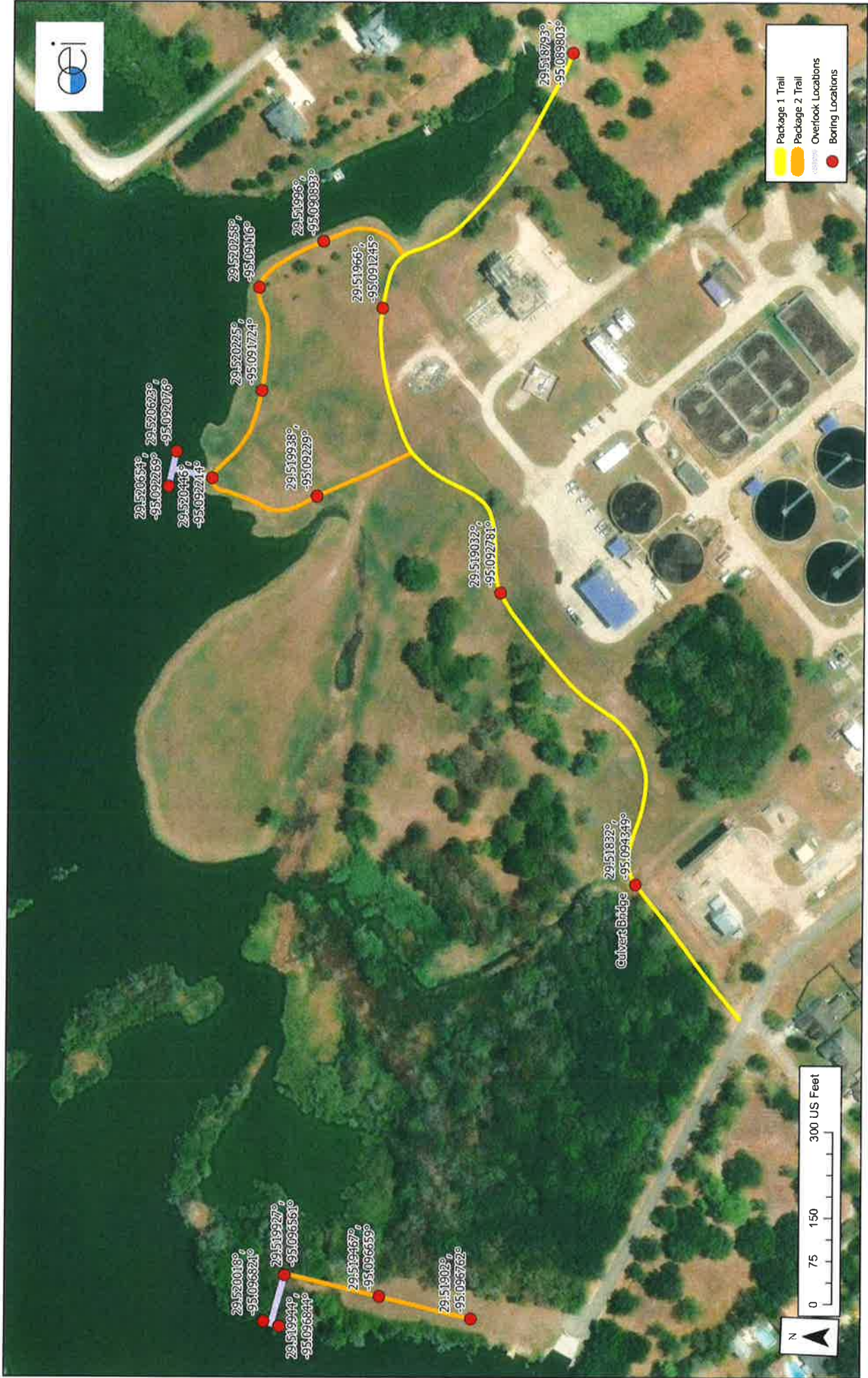
T



Legend

- M Open-Air Boardwalk
 - N Kayak Launch
 - O Playground Zone
 - P Picnic Zone
 - Q Disc-Golf Course (9-hole)
 - R Picnic Table
 - S Concrete Trail (8 ft.)
 - T Tree Preservation Zone
 - U Wetland Zone
 - V Riparian Plantings
 - W Tall-Grass Zone (no-mow)
 - X Wildflower Prairie Zone
 - Y Maintenance Drive
- City of League City, Texas
Project: Clear Creek Water Park
Scale: 1" = 100' (Horizontal)
Scale: 1" = 20' (Vertical)
Date: 10/20/2023
Author: [Redacted]
Reviewer: [Redacted]







Good Morning,

I am reaching out from Oller Engineering on behalf of a client of ours located in the Galveston District who is considering a project that may require Section 408 Permission. From looking online, it appears that one of the first steps in this process is reaching out to the Section 408 Coordinator. I would like to confirm whether a Section 408 is required, or if there is a different path we need to take.

I received your contact information from another employee in the Galveston District. Please let me know if there is someone else I should contact about this project, or any additional information you may require at this time.

Thank you,

Calli Chartrand

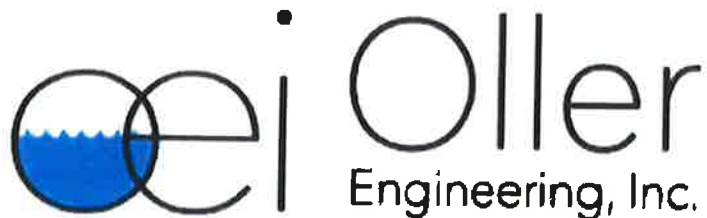
Environmental Specialist | Oller Engineering, Inc.

O: 806.993.6226

Lubbock, Texas

Oller Engineering, Inc. | Corporate Office Lubbock, Texas

Connect with OEI! [Visit our Website](#)



Lubbock | Houston | Fort Worth

Calli Chartrand

From: Calli Chartrand
Sent: Wednesday, February 5, 2025 12:35 PM
To: Edwards, Aron S CIV USARMY CESWG (USA)
Cc: Jones, Seth W CIV USARMY CESWG (USA); Rich Oller
Subject: Re: Section 408 Permission
Attachments: Full Layout.pdf; General Location Map.pdf

Good Afternoon,

I have attached a general location map to help show the location of the proposed project, as well as a full layout to show more clearly the location of the proposed overlooks located over Clear Creek.

If you need any additional information, please let me know.

Calli

From: Edwards, Aron S CIV USARMY CESWG (USA) <Aron.S.Edwards@usace.army.mil>
Sent: Wednesday, February 5, 2025 11:54 AM
To: Calli Chartrand <calli.chartrand@oei-eng.com>; Jones, Seth W CIV USARMY CESWG (USA) <Seth.W.Jones@usace.army.mil>
Subject: RE: Section 408 Permission

Please send me a map showing the proposed project area and I will review. The below link is to our Land Use webpage. There is a GIS viewer that shows all of our Federal projects, which typically will tell you whether we will need a 408 review or not, if your proposed project has the potential to impact our Federal project.

<https://www.swg.usace.army.mil/Missions/Operations-Division/Land-Use/>

Aron Edwards
Operations Manager
Acting Land Use Coordinator
Navigation Branch
USACE, Galveston District
2000 Fort Point Road
Galveston, Texas 77550
409-766-3028 (office)
409-974-0342 (cell)

From: Calli Chartrand <calli.chartrand@oei-eng.com>
Sent: Wednesday, February 5, 2025 11:50 AM
To: Edwards, Aron S CIV USARMY CESWG (USA) <Aron.S.Edwards@usace.army.mil>; Jones, Seth W CIV USARMY CESWG (USA) <Seth.W.Jones@usace.army.mil>
Subject: [Non-DoD Source] Section 408 Permission



Read: Section 408 Permission

From Edwards, Aron S CIV USARMY CESWG (USA) <Aron.S.Edwards@usace.army.mil>

Date Wed 2/5/2025 12:48 PM

To Calli Chartrand <calli.chartrand@oei-eng.com>

Your message

To: Edwards, Aron S CIV USARMY CESWG (USA)

Subject: [Non-DoD Source] Re: Section 408 Permission

Sent: Wednesday, February 5, 2025 6:34:39 PM (UTC) Coordinated Universal Time

was read on Wednesday, February 5, 2025 6:47:51 PM (UTC) Coordinated Universal Time.



LLC, PROFESSIONAL LAND SURVEYORS

Oller Engineering, Inc.
2811 S. Loop 289, Suite 17
Lubbock, TX 79423
Office: 806.993.6226

Attn: Rich Oller, P.E.

Date: Mar. 25, 2025

RE: City of League City Kilgore Davis Park Trail Package Nos. 1 & 2

Dear Mr. Oller

Introduction

Thank you for the opportunity to provide this proposal for surveying services for the above-mentioned 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

Prepare a topographic survey for use by Oller Engineering in the design of trails, overlooks, and boardwalks as shown on the attached "Kilgore Davis Trail Park Concept" Packages 1 and 2.

Scope of Work

- Prepare a topographic survey of routes identified as Package 1 (2192 lf) and Package 2 (1400 lf)
- Survey to be prepared per Oller Engineering topographic survey specifications.
- Survey deliverable will be an autocad 2018 drawing file and a csv file of all survey points (P,N,E,Z,D)
- All coordinates to be based on Texas State Coordinate System NAD83 Texas South Central Zone.
- All elevations to be relative to the City of League City Benchmark Network based on NAVD 88 Geoid 18.
- Set a minimum of five onsite TBM's (temporary benchmarks) and submit a signed "Control Drawing" of the location and elevation.

Schedule of Fees

Item No.	Street	Length of Survey	Survey Cost per Linear Foot	Subtotal by Project Area
City of League City Kilgore Davis Park Trails				
1	Package No. 1	2,192	\$7.00	\$15,344.00
2	Package No. 2	1,400	\$9.40	\$13,160.00
			TOTAL	\$28,504.00

Page 1 of 2 Initials _____ Initials _____

2805 25th Ave. N
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

Standard Hourly Rates

Registered Professional Land Surveyor	\$ 250/hr.
Survey Field Crew Including Equipment	\$ 290/hr.
Cad Tech	\$ 140/hr.
Courthouse Research	\$ 95.00/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

Robert Ellis RPLS

Contract accepted this _____ (Day) of _____ 20____.

By: _____

Page 2 of 2 Initials _____ Initials _____

2805 25th Ave. N
TEXAS CITY TX. 77590
TEL: 409-938-8700 FAX: 866-678-7685
info@ellissurvey.com
Texas Firm Reg. No. 100340-00

Hydrologic and Hydraulic Study Proposal

Kilgore-Davis Tract Park Trail

City of League City, Galveston County, Texas

March 26, 2025 (Revised)

Prepared By:

Melvin G. Spinks, P.E., CFM

Spinks Solutions LLC

9212 Fry Road, Suite 105-409

Cypress, Texas 77433

713.899.6876

www.spinkssolutions.com

Proposed Project

A hydrologic and hydraulic study will be performed for the proposed Phase 1 and Phase 2 Project. The proposed Phase 1 Project includes the design and construction of approximately 2,000 linear feet of an 8-foot wide surface trail between North Wisconsin Avenue and North Kansas Avenue just south of Clear Creek. A new drainage culvert is proposed at the trail crossing with an existing drainage channel just west of North Kansas Avenue. The proposed Phase 2 Project includes the design and construction of approximately 1,400 linear feet of an 8-foot wide surface trail between North Wisconsin Avenue and North Kansas Avenue just south of Clear Creek. The Phase 2 Project includes the design and construction of two (2) boardwalk overlook structures extending into Clear Creek. The proposed project lies solely within the corporate limits of the City of League City, Texas.

The proposed project alignment lies within the FEMA regulatory 1% annual exceedance probability (100-year) floodplain (FEMA Zone AE) along Clear Creek. The FEMA regulatory 1% (100-year) Base Flood Elevation is at an elevation of 14.0 feet. Existing ground topography along the project alignment varies between 7 and 10 feet. The City of League City serves as the Local Floodplain Administrator.

The purpose of the hydrologic and hydraulic study will be to address the following issues:

1. Perform hydrologic and hydraulic calculations to hydraulically size the new culvert drainage crossing the existing drainage channel. The drainage design will be performed in accordance with the drainage criteria established in concert with the League City Engineering Department.
2. Provide a No Rise Certification by a Licensed Professional Engineer to ensure the construction of the proposed surface trail and culvert drainage structure does not have an adverse impact on the FEMA regulatory 10-, 50-, 100- and 500-year water surface elevations along Clear Creek. No formal FEMA coordination through a Letter of Map Change (LOMC) is anticipated with this project.
3. Assist League City Engineering Department in addressing detention requirements and floodplain fill mitigation if deemed necessary for the project.

Scope of Work

The following tasks will be performed:

Task 1 - Coordination

The Engineer will coordinate the study effort with the League City Project Manager. The Engineer will attend the following meetings:

- Agency Coordination meetings (maximum 2 meetings) and prepare meeting agendas/minutes
- City Council meeting (maximum 1 meeting) and prepare PowerPoint Presentation
- Public meeting (maximum 1 meeting) and prepare PowerPoint Presentation
- Design Consultant and Environmental Consultant meetings (maximum 3 meetings)

Task 2 – Data Collection

The Engineer will collect and review all available data including but not limited to:

- FEMA effective hydraulic model for Clear Creek and floodplain mapping
- Any applicable League City drainage studies performed for the area of interest
- Historical water levels for Clear Creek
- Available topographic LiDAR data
- Available aerial mapping and land use datasets
- Topographic survey data gathered by others

Task 3 – Drainage Area Delineation and Hydrology Calculations

The Engineer will delineate the contributing drainage areas to the existing drainage channel and for the proposed trail alignment. Drainage area parameters will be computed including runoff coefficients based on existing land uses and time of concentration calculations. The Rational Method will be used to determine the peak runoff for the 2-, 5-, 10-, 25-, 50- and 100-year storm events. The runoff calculations will be performed in accordance with the Galveston County Consolidated Drainage District (GCCDD) Drainage Criteria Manual, latest edition.

Task 4 – Culvert Design and Hydraulics

The Engineer will hydraulically size the proposed culvert crossing the existing drainage channel in accordance with the drainage criteria established in concert with the League City Engineering Department. The hydraulic conveyance capacity of the existing drainage channel will be determined based on normal depth calculations to determine the maximum flow for the culvert design calculations. Water surface elevations will be computed for the 2-, 5-, 10-, 25-, 50- and 100-year storm events using USACE HEC-RAS one-dimensional computer model.

Task 5 – No Rise Certification Analysis

The Engineer will perform hydraulic modeling along Clear Creek using the FEMA effective hydraulic model for the proposed trail improvements. If necessary, the Engineer will provide design recommendations to ensure the proposed trail and boardwalk improvements do not cause any rise in water surface elevations along Clear Creek. The Engineer will issue a No Rise Certification Letter for submission to the League City Floodplain Administrator. No formal coordination with FEMA is anticipated for a Letter of Map Change (LOMR).

Task 6 – Detention and Floodplain Fill Mitigation

The Engineer will assist the Design Engineer if detention and floodplain fill mitigation is deemed necessary for the proposed project. This task only assists the Design Engineer in addressing criteria and requirements and does not include a detention pond design.

Task 7 – Study Report

The Engineer will prepare a study report to document the study methodologies, findings and recommendations. The study report will include text, tables, appendices and exhibits. The study report will be signed and sealed by a Licensed Professional Engineer in the State of Texas. The study report will be provided in PDF format only.

Compensation

The Engineer will be compensated based on a lump sum amount of \$51,440.00 for completing the scope of work. The Engineer will issue invoices based upon the percentage of work completed by task. A manhour and cost breakdown by task is provided in **Exhibit 1**.

Schedule

The scope of work will be performed in concert with the project schedule established by the Design Engineer.

Exhibit 1
Hydrologic and Hydraulic Study Proposal
Kilgore-Davis Tract Park Trail
City of League City, Galveston County, Texas

Task No.	Task Description	Senior H&H Engineer \$325.00	Project H&H Engineer \$200.00	GIS Analyst \$160.00	Billing Admin \$140.00	Total Manhours	Total Costs
1	Coordination	24			6	30	\$ 8,640.00
2	Data Collection	4	16	8		28	\$ 5,780.00
3	Drainage Area Delineation and Hydrology Calculations		16	16		32	\$ 5,760.00
4	Culvert Design and Hydraulics		24	8		32	\$ 6,080.00
5	No Rise Certification Analysis	6	44	32		82	\$ 15,870.00
6	Detention and Floodplain Fill Mitigation	2	8			10	\$ 2,250.00
7	Study Report	4	16	16		36	\$ 7,060.00
Total Costs							\$ 51,440.00
Total Manhours		40	124	80	6	250	
% Manhours		16.00%	49.60%	32.00%	2.40%	100.00%	



551 League City Parkway, Suite F
League City, Texas 77573
P (281) 557-2900
Terracon.com

March 27, 2025

Oller Engineering, Inc.
2811 South Loop 289, Suite 17
Lubbock, Texas 79423

Attn: Rich Oller, PE, REP, CPM - CEO
P: 806-993-6226
E: rich.oller@oei-eng.com

RE: Cost Estimate for Geotechnical Engineering Services
Boardwalk and Overlooks near Heritage Park
N. Kansas Avenue and 7th Street
League City, Texas
Terracon Proposal No. P91255012.Revision1

Dear Mr. Oller:

Terracon Consultants Inc. (Terracon) appreciates the opportunity to submit this proposal to Oller Engineering, Inc. (OEI) to provide to provide geotechnical engineering services for the above referenced project. We understand that Terracon has been chosen based on our professional qualifications to provide geotechnical services. The following are exhibits to this proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is **\$44,300**. Exhibit C includes details of our fees as well as a general breakdown of our anticipated schedule. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

Texas Firm Registration No.: F-3272

A handwritten signature in blue ink, appearing to read 'D. Mabirizi'.

Daniel B. Mabirizi, E.I.T.
Project Manager

A handwritten signature in black ink, appearing to read 'J. Miles'.

Joshua C. Miles, P.E.
Department Manager



Reference Number: P91255012

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Oller Engineering Inc ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Boardwalk and Overlooks near Heritage Park project ("Project"), as described in Consultant's Proposal dated 03/27/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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



Reference Number: P91255012

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any 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 unsafe site conditions. 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.

Consultant: **Terracon Consultants, Inc.**

By: JMEL Date: **3/27/2025**

Name/Title: **Joshua C. Miles, P.E. / Geotechnical Department Manager**

Address: **551 W League City Pkwy Ste F
League City, TX 77573-5463**

Phone: **(281) 557-2900** Fax: **(281) 557-2990**

Email: **Josh.Miles@terracon.com**

Client: **Oller Engineering Inc**

By: _____ Date: _____

Name/Title: **Rich Oller / CEO**

Address: **2811 S Loop 289, Ste 17
Lubbock, TX 79423**

Phone: **(806) 993-6226** Fax: _____

Email: **rich.oller@oei-eng.com**



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by OEI. We have visited the project site to confirm the information provided. We request OEI and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by OEI on February 11, 2025. The request included a site plan and borings locations for the proposed development.
Proposed Structures	This project includes construction of a boardwalk with two overlooks.
Proposed Foundations	Driven timber piles

Site Location and Anticipated Conditions

Item	Description
Site Location	The project site is located northeast of the intersection of N. Kansas Avenue and 7th Street in League City, Texas. See Exhibit D. Project GPS: 29.51997, -95.09159 (approximate)
Existing Improvements	Overlooks: Clear Creek Boardwalk: Vacant land
Current Ground Cover	Overlooks: Water Boardwalk: Grass and trees
Site Access	Water Borings: We expect the water boring locations are accessible by a pontoon drilling rig. Land Borings: We expect the land boring locations are accessible with a track/ATV mounted drilling rig and support vehicles.



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 includes soil borings as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
2 (B-01 and B-02)	40	Overlooks
8 (B-03 thru B-10)	30	Boardwalk
10	320	Total

- 1. Below existing grade at the time of our field program.
- 2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

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

Subsurface Exploration Procedures: We plan to advance the water borings with a pontoon drilling rig and the land borings with a track/ATV mounted drill rig using solid stem continuous flight augers and/or rotary wash boring techniques. Samples will be obtained continuously every 2 feet in the upper 12 feet of each boring and at 5-foot intervals thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

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

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some

Cost Estimate for Geotechnical Engineering Services

Boardwalk and Overlooks near Heritage Park | League City, Texas

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disturbance could occur, including rutting of the ground surface. We have not budgeted to restore the site beyond backfilling our boreholes.

We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the boreholes. 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.

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 observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the 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.

Terracon's Scope of Services does not include private utility locating services. If the owner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

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 landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours

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(Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

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 fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Percent finer than No. 200 sieve
- Unconfined compressive strength
- Unconsolidated undrained triaxial strength

Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. 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 drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation for concrete trail
- Recommended foundation engineering design parameters for driven piles
- Unit skin friction and unit end bearing values for driven piles
- LPILE parameters

In addition to an emailed report, your project will also be delivered using our Terracon online portal **Compass**. 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. We welcome the opportunity to have project kickoff conversations

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with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- 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 on Compass. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

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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	Anticipated Duration/Quantity	Lump Sum Fee ⁴
Pontoon Drilling Rig Mobilization/Demobilization	1	\$8,450
Pontoon Drilling Rig (water borings), \$9,550 per day ^{1, 2}	2	\$19,100
Track/ATV Drilling Rig (land borings) ³	1	\$8,900
Laboratory Testing	1	\$3,850
Geotechnical Engineering Report	1	\$4,000
Total		\$44,300

1. Additional days will be charged at the rates above if (after mobilization from yard), soil conditions, site conditions, access, or other delays are caused that are outside of Terracon's control.
2. We have assumed 1 operational day for the water borings and 1 day of weather delay in our current budget. If no weather delay occurs, we will reduce our fees by \$9,550. If additional weather delay days occur, then additional days (beyond the 1 weather day anticipated) will be billed at \$9,550 each additional day. We will notify you daily when we are working and when/if weather has impacted our ability to provide services.
3. The lump sum fee considers one rig mobilization and no unexpected onsite delays. If additional rig mobilizations are required, an additional fee of \$1,250 would be invoiced. A crew standby rate of \$450 per hour would be invoiced for unexpected delays.
4. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with surveying locations, repair of rutting, or unusually wet/soft ground conditions, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.



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

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, 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.

Delivery on Compass	Schedule ^{1, 2}
Kickoff Call with Client	5 to 7 working days after notice to proceed
	Land Borings: 7 to 10 working days after notice to proceed
Field Mobilization	Water Borings: Depends on availability of pontoon. Anticipate about 15 to 20 working days after notice to proceed.
Site Characterization	10 working days after completion of field program
Geotechnical Report	15 working days after completion of field program
<div>1. Upon receipt of your notice to proceed we will activate the schedule component on Compass with specific, anticipated dates for the delivery points noted above as well as other pertinent events.</div> <div>2. Standard workdays. We will maintain an activities calendar on Compass. The schedule will be updated to maintain a current awareness of our plans for delivery.</div>	

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Exhibit D – Site Location



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

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Exhibit E – Anticipated Exploration Plan





February 18, 2025

Rich Oller, PE, REP, CPM
CEO and Principal
Oller Engineering, Inc.
2811 South Loop 289, Suite 17
Lubbock, Texas, 79423

**RE: Environmental Services Proposal
Kilgore-Davis Trall
City of League City
League City, Galveston County, Texas
29.519377, -95.093364**

Dear Mr. Oller:

Thank you for allowing Hollaway Environmental + Communications Services, Inc. (Hollaway) to submit this proposal to Oller Engineering, Inc. (herein referred to as the Client) on behalf of the City of League City for Environmental Services for the Kilgore-Davis Trail (Project). The Project Area consists of approximately 31.5 acres (ac) of partially forested undeveloped land located along Clear Creek in League City, Galveston County, Texas (Project Area Map). This scope of work is based on email correspondence with the Client received on February 14, 2025.

This letter constitutes our proposed scope and cost for the Project and includes the following tasks:

Scope of Work

Basic Services

- Task 1.0 Waters of the United States (WOTUS) Delineation and Jurisdictional Determination (JD)
- Task 2.0 Threatened and Endangered (T&E) Species Habitat Assessment

Optional Additional Services

- Task 3.0 Phase I Environmental Site Assessment (ESA) *Not needed*
- Task 4.0 Nationwide Permit (NWP) with Pre-Construction Notification (PCN)
- Task 5.0 Coordination with the Texas General Land Office (GLO)

Basic Services

Task 1.0 Waters of the United States (WOTUS) Delineation and Jurisdictional Determination (JD)

To determine if any potentially jurisdictional aquatic features exist on the Project Area, qualified Hollaway environmental scientists will delineate the boundaries of all aquatic features and determine their potential jurisdictional status through records and literature review, intensive field surveys, and coordination with the USACE and the Environmental Protection Agency (EPA).

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

Hollaway will draft a report discussing the aquatic resources found on the Project Area, including vegetation, hydrology, and soils, along with the results of the field investigation for potential WOTUS. Hollaway will submit a draft WOTUS Report and Jurisdictional Determination to the Client for review. Hollaway will address revisions and resubmit the final report in an electronic format.

After the report is finalized, Hollaway will coordinate with the Client to submit to the USACE and/or EPA for review and verification. Hollaway assumes that the verification will consist of a one-day field inspection. Hollaway will accompany a USACE representative in the field during the verification process. If additional field inspections are required, Hollaway will provide a change order for additional scope and fee.

Task 2.0 Threatened and Endangered (T&E) Species Habitat Assessment

A Memorandum of Agreement (MOA) between United States Fish and Wildlife Service (USFWS), EPA, and National Oceanic and Atmospheric Administration (NOAA) requires an assessment of potential affect to state and federally listed species protected under the Endangered Species Act, Migratory Bird Treaty Act (MBTA), and the Bald and Golden Eagle Protection Act (BGEPA). To comply with federal and state regulations and to support the USACE permitting process Hollaway will conduct a protected species and habitat assessment.

Qualified Hollaway biologists will perform a pedestrian survey to verify the presence or absence of suitable habitat for state or federally listed T&E, MBTA, and/or BGEPA species on or adjacent to the Project Area. Habitat types and current land use will be documented and photographed. The T&E Species Habitat Assessment Report will identify the presence or absence of suitable habitat for listed species and provide recommendations for best management practices (BMPs), if needed.

Hollaway will submit a draft T&E Species Habitat Assessment Report to the Client for review. Hollaway will address revisions and resubmit the final report in an electronic format.

Optional Additional Services

Task 3.0 **Phase I Environmental Site Assessment (ESA)** (Not Needed) per City

Hollaway will conduct a Phase I ESA on the Project Area in accordance with the specifications listed in the latest American Society for Testing and Materials (ASTM) Standard Practice E1527-21 including a historic records review of publicly available information and databases and a site reconnaissance.

Hollaway will prepare one Phase I ESA report that includes a discussion of the results of the historic records review, interviews, and site inspection with recommendations for further investigation, if needed as well as recommendations for Phase II ESA Subcontractors. Hollaway will submit a draft Phase I ESA to the Client for review. Hollaway will address revisions and resubmit the final report in an electronic format.

It is assumed that chain-of-title and/or current property ownership research is not required for this Project and is not included in this Scope of Work.

Task 4.0 **Nationwide Permit (NWP) with Pre-Construction Notification (PCN)**

Impacts to WOTUS will require compliance with the CWA. Depending on the type of proposed activity (stormwater facilities, outfall, or bank stabilization, etc.) and the amount of impacts to WOTUS in acres or linear feet, one of several types of CWA permits may be considered. **Table 1** describes the limits for each type of CWA permit that may be needed for this Project. The USACE determines required permitting by acres of impact, cubic yards (cy), or linear feet (LF).

Table 1: USACE Permitting Thresholds and Estimated Timeframes

USACE Permit	Impact Threshold	Estimated Time Frame*
<ul style="list-style-type: none"> NWP 13 – Bank Stabilization 	PCN not required: <ul style="list-style-type: none"> >500 LF along the bank >1 ct per running foot PCN required: <ul style="list-style-type: none"> <500 LF along the bank <1 cy per running foot Discharges into wetlands 	45 – 90 days from USACE official receipt of federally complete applications
<ul style="list-style-type: none"> NWP 42 – Recreational Facilities 	PCN is always required (404 waters only) <ul style="list-style-type: none"> 0.5 ac 	45 – 90 days from USACE official receipt of federally complete applications

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

Prior to the preparation of the permit documents, Hollaway will meet with the Client to discuss the Project, including goals, plans, objectives, and design. Hollaway will prepare and submit a "Needs List" to the Client indicating items needed to complete the permit documents. This list will also outline the permitting process for the Client. Hollaway assumes that CWA permitting for this Project will consists of one to two NWPs with PCNs.

The PCN includes permit drawings and exhibits depicting the proposed Project (engineering drawings provided by the Client) in addition to the results of the delineation. It is assumed that Hollaway will receive pertinent engineering information from the Client; BMPs, cut/fill calculations, detailed design drawings, and associated structures that may require evaluation and permitting. It is also assumed that the Client will provide these drawings in Geographic Information Systems (GIS) or a compatible format that is geo-

referenced before a draft PCN will be written. Hollaway will include the previously prepared environmental reports as attachments.

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

Hollaway will coordinate with the Client throughout the permit review process, including requests for additional information.

Task 5.0 Coordination with the Texas General Land Office (GLO)

Construction of any structure in or above submerged land of Texas will require coordination with the GLO. Hollaway will coordinate with the GLO on the City of League City's behalf to obtain a permit for any proposed structures that would extend in or above submerged land of Texas. Hollaway assumes that the Client will provide design drawings and all calculations necessary to complete the permit application.

COST

The following are Lump Sum costs for each task described above in the Scope of Work.

	Task	Cost	Optional Task Cost
Task 1.0	WOTUS Delineation and JD	\$12,830.00	-
Task 2.0	T&E Species Habitat Assessment	\$5,890.00	-
Task 3.0	Phase I ESA	-	\$8,905.00
Task 4.0	NWP with PCN	-	\$8,970.00
Task 5.0	Coordination with the GLO	-	\$9,080.00
TOTAL		\$18,720.00	\$26,955.00 — \$18,050
GRAND TOTAL		\$45,675.00	\$36,770

DELIVERABLES

Specific deliverables are discussed under each task. Draft copies of all reports will be provided electronically to the Client for review. Upon incorporating and addressing Client comments, a final report will be submitted electronically to the Client.

ASSUMPTIONS

Hollaway makes the following assumptions regarding this proposal:

- Hollaway will receive an executed contract and right-of-entry to the Project Area prior to beginning fieldwork.
- Hollaway will be provided shapefiles and/or KMZ files of the Project Area that are georeferenced in a mutually agreeable electronic format prior to completing fieldwork.
- Should the Project designs be revised during or after fieldwork is complete, Hollaway will provide a change order for additional scope and fee.
- Hollaway assumes that **Tasks 1.0** and **2.0** will be approved concurrently, with up to two days of field mobilization.

- It is assumed that this proposed Project will not require a registered survey of the delineated areas to be performed by a licensed surveyor.
- Hollaway will conduct field survey(s) during reasonable working hours, daylight hours, and only during safe weather conditions.
- Hollaway assumes one (1) meeting will be required for USACE Field Verification. If additional meetings and agency coordination are required, Hollaway will provide a change order for additional scope and fee.
- Hollaway assumes the Client will provide any design drawings and calculations necessary to complete **Tasks 4.0 and 5.0**.

SCHEDULE

Hollaway will begin work upon receipt of the finalized survey boundaries and executed contract. Hollaway will coordinate with the Client to meet the Project schedule within reason. Agency review timelines are subject to agency workload and manpower; therefore, Hollaway cannot guarantee review timelines.

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

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

Sincerely,



Molly Lenihan
Senior Environmental Scientist I

Approved and accepted by:

Client Signature

Enclosures:
Project Area Map
2025 Hollaway Standard Billing Rates
Hollaway General Terms and Conditions

Printed Name

Date

Project Area Map

Kilgore-Davis Trail
League City, Galveston County, TX



Legend

 Kilgore-Davis Trail Project - APPROXIMATION

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 Aerial
 - 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 Preliminary Details
2. List of preliminary Utility Conflicts and contact information for appropriate utilities. N/A
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
- ~~6. Traffic Impact Analysis (if needed) N/A~~
7. Draft H&H Study and/or Preliminary Engineering Report (if needed) N/A
- ~~8. Preliminary Land Acquisition Information (if needed) N/A~~
9. Preliminary Geotechnical findings (if needed) N/A
10. Preparation of Exhibits and attendance at Public Meeting (if needed) N/A

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 N/A
 - e. Survey Control N/A
 - f. Demo Plan
 - g. Grading Plan (if needed) N/A
 - h. Tree Protection and/or Landscape Plan (if needed)
 - ~~i. Traffic Control Plan (if needed) N/A~~
 - j. Proposed Drainage Area Map and calculations
 - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street N/A
 - ~~l. Intersection Details N/A~~
 - m. Sidewalks, Traffic Signage, & Pavement Marking Plans N/A
 - n. SW3P Plan Sheet(s) and Details N/A
 - o. Standard CoLC Details applicable for project
 - p. Project Specific Requirements/Details/Notes such as
 - ~~1) Electrical Plans/Details N/A~~
 - ~~2) Structural Plans/Details N/A~~
 - ~~3) Signal Plans/Details N/A~~
2. Final ROW Documents for Land Acquisition (if needed) N/A
3. Completed Geotechnical Report (if needed) N/A
4. List of Updated Utility Conflicts and contact information for appropriate utilities. N/A
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 N/A
9. Updated Preliminary OPCC
10. Preparation of Exhibits and attendance at Public Meeting (if needed) N/A

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 N/A
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities. N/A

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. N/A~~

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 N/A
- D. Final OPCC
- E. Updated Construction Schedule
- F. Preparation of Exhibits and attendance at Public Meeting (if needed) N/A
- 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.

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 N/A
- B. Attendance at Construction Progress Meetings (if needed)
- C. Periodic Site Visits (minimum 1 visit per month of construction) Four site visits maximum.
- 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