



**PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC.
FOR THE LYNN GRIPPON PARK SHORELINE PROTECTION PROJECT (PK2606)**

(version 7-2-2025)

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

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Lynn Grippon Park Shoreline Protection Project (PK2606)**. 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 **February 16, 2026** and shall expire on **October 31, 2026** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$159,600** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per claim; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas,

and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional agrees that Professional shall perform its services and conduct all operations in conformity with applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND REASONABLE COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL**

OR EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

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

HALFF ASSOCIATES, INC - "Professional"

Signed by:

Kristin M. LeBlanc

211B8C7F1E9E4C5...
Kristin M. LeBlanc, P.E., Associate Vice President

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
(18 pages, including this page)

See Next 17 Pages...



EXHIBIT A

November 7, 2025
Revised December 19, 2025
Revised January 29, 2026
AVO P60671.000

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

Re: Lynn Gripon Park at Countryside Shoreline Protection Feasibility Study
City of League City, Texas

Dear Mr. Wei:

Halff Associates is pleased to present this proposal for the referenced project. For over 70 years, Halff Associates has been committed to providing outstanding engineering service and professionalism. We appreciate the opportunity to be part of your team and look forward to working with you on this project.

This park continues to provide the quality of life and recreation and is an asset to the entire community. We have provided a proposed scope of services (see Attachment 'A') and fee schedule (see Attachment 'B'). The fees identified shall be considered lump sum unless otherwise noted as hourly services. These fees will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees.

Direct costs including but not limited to plan review fees, permit fees, plat fees, tax certificates, utility connection fees, impact fees, printing and reproduction, postage, messenger service, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed at 1.10 times the direct cost incurred.

Our proposed scope of services and fee proposal is based on our previous discussions with City staff and our understanding of the City's requirements for the project. The fees do not include scope revisions or additions once the project study is under way. Additional work requested by the City will require a revision to the scope and fees established in this proposal.

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

Respectfully,
Halff

A handwritten signature in blue ink, appearing to read "Kristin M. LeBlanc".

Kristin M. LeBlanc, P.E.
Associate Vice President
Land Development Team Leader



EXHIBIT A - Attachment A

Lynn Gripon Park at Countryside Shoreline Protection Feasibility Study

The following is a proposal to establish feasibility and identify the requirements for slope stabilization and protection along the southern bank of Clear Creek between the Bay Area Blvd. bridge and the existing kayak launch in Lynn Gripon Park at Countryside.

Halff Associates' team of engineers will utilize the direction provided by the City as a basis to evaluate the feasibility of slope stabilization and requirements for the protection of shoreline along Clear Creek within the limits defined above. The due diligence information will be presented to the City for review and evaluation to determine the path forward.

The scope of services is as follows:

INFORMATION TO BE SUPPLIED BY CITY OF LEAGUE CITY

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

1. Existing Utility & Park Improvement Information – The City will provide available information for the project area including available record drawings, construction plans, records or methods of any previous repairs, or information describing the horizontal location, depths, invert elevations, and types of pipe or conduit in place, for all existing public utilities located within the limits of the Project, or that may affect the evaluation of the Project, including but not limited to facilities of water, sanitary sewer, storm drainage, and franchise utilities.
2. Other Pertinent Data – The City will supply other available reports or data that describes or depicts existing or proposed improvements that may affect the project, including standard details and/or specifications.

Scope of Services

The Scope of Services is divided into two sections, the Basic Services and Special Services components, which are necessary for the completion of the project.

BASIC SERVICES

1. Land Surveying Services

Halff will perform a topographic survey of the subject area identified in Exhibit A – Attachment D. The following services will be provided:

- a. Establish a minimum of two benchmarks.
- b. Locate above-ground improvements and visible utilities, either found by our surveyors or located for us by utility companies and/or other agencies.
- c. Obtain topography on the north and south side of Clear Creek only. 50-foot grid on south and 100-foot on the north.



- d. Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
- e. Locate existing trees 6-inches in diameter and greater along south side of Clear Creek only. The City understands that certain species of trees may be difficult to identify, particularly in winter months. It is understood that the City arborist will assist in identifying trees.
- f. Locate bridge, within specified area shown in Exhibit A – Attachment D to include top of deck (where safe to obtain data), low chord and columns.
- g. Locate the existing kayak launch improvements including ramp, platform, structural supports, etc.
- h. Perform a Bathymetric survey of the creek to obtain flowline elevations.
- i. Perform quality control for survey requirements.
- j. Prepare a base map illustrating data collected above.
- k. Obtain break lines and spot elevations sufficient for 1-foot contour intervals.
- l. Extract and prepare triangulated irregular network into DTM and load 1-foot contour information.
- m. Provide a Civil 3D cad file. CADD deliverable will be in surface coordinates based on State Plane Coordinate System of 1983 (NAD83/South Central Zone) utilizing a grid to surface scale factor of 1.00013 scaled about 0,0 unless otherwise requested.

2. Environmental Services

a. Waters of the United States Delineation

Halff will conduct a delineation of potential waters of the United States (WOTUS) following the technical standards and procedures described by U.S. Army Corps of Engineers (USACE) in the 1987 Wetland Delineation Manual and 2010 Atlantic and Gulf Coastal Plain Regional Supplement (Version 2.0). Halff will investigate the project area for the presence or absence of areas possessing the three mandatory wetland parameters (i.e., hydrophytic vegetation, hydric soils, wetland hydrology) and delineate the boundaries of those areas.

Additionally, Halff will identify non-wetland waterbodies (i.e., rivers, streams, channels, ponds) by the presence of an ordinary high water mark (OHWM). An OHWM is a line on a shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Halff will use a Global Positioning System (GPS) unit capable of sub-meter accuracy to geographically reference all wetlands, waterbodies, and data point locations. The location of these features will be depicted in aerial photographs and/or alignment sheets included in a report and will be provided in electronic formats (.kmz or .shp), if requested.



Upon completion of the field surveys, Halff will prepare a wetland delineation report summarizing the delineation of waterbodies and wetlands associated with the parcel project. The geometry and type of all delineated aquatic features will be included in the report along with general descriptions of the project and survey area, methods employed, and vegetation communities encountered. Maps, data sheets, and photographs will be attached as appendices to substantiate our findings. Furthermore, the report will provide a detailed discussion about Halff's presumed jurisdictional status of the wetlands based on the current regulatory guidance. This report will provide sufficient information to devise a permitting approach for the project, if necessary.

b. Threatened & Endangered Species Assessment

Prior to performing field surveys, Halff will review the current lists of threatened and endangered species reported for Galveston and Harris Counties reported by Texas Parks and Wildlife Department (TPWD) and U.S. Fish and Wildlife Service (USFWS). This will consist of reviewing USFWS's Information for Planning and Consultation (IPaC) as well as TPWD's Texas Natural Diversity Database (TXNDD) and Rare, Threatened, and Endangered Species of Texas (RTEST). These data will provide background data to guide field survey activities. Halff will conduct qualitative comparisons of the habitat requirements of the listed species with vegetation communities and landscape features observed in the survey area.

Upon completion of the field effort, Halff will prepare a threatened and endangered species report summarizing the considered species, habitat requirements of these species, an evaluation of their potential to occur in the surveyed corridor, and an evaluation of potential effects that may result from the construction of the proposed project based on the project plans.

c. Cultural Resources Review

Because the project is being developed by a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires that the Texas Historical Commission (THC) review actions that have the potential to impact archeological and historic properties within the public domain. In addition, the project may require authorization by the USACE pursuant to Section 404, which is considered a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). Halff will perform desktop research and agency consultation as described below to enable the City to comply with the Antiquities Code of Texas (ACT) and Section 106 for the proposed project.

Halff will review the Texas Archeological Sites Atlas to determine whether any archeological historic properties eligible for listing on the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL) are documented within or adjacent to the project area. Background research will also include a review of local soil, geologic and other physiographic data to evaluate the potential for buried archeological deposits as it pertains to the horizontal and vertical footprint of the proposed project design. Historic topographic maps and aerial photography will be reviewed to identify any potential above-ground historic



resources within and adjacent to the project area. The desktop review will provide a recommendation regarding the potential for the project to affect archeological historic properties eligible for listing in the NRHP or SAL designation.

The results of the desktop review will be summarized in a report submitted for review by THC and USACE. If the desktop review and agency consultation results in the need for additional cultural resources requirements (e.g., archeological and/or historic resources field surveys), this will be considered an additional service and scoped separately.

d. **USACE Coordination**

Review of the project area's historical aerial images indicates that the articulated concrete block shoreline stabilization was constructed no later than 2002. Therefore, Halff will submit a Freedom of Information Act request to USACE to determine what, if any, previous permitting actions were associated with the shore stabilization and kayak launch. Based on the results of this request, Halff will develop an appropriate USACE permit pathway.

Halff assumes all necessary actions will fall under a reporting nationwide permit (NWP) pathway. To support this, Halff will develop an application including a preliminary jurisdictional determination and all supporting documents to allow USACE review and verification. Based on the results of the NWP verification, Halff will draft a guidance document describing the procedures required to abide by the NWPt.

3. Hydrology and Hydraulics

Halff will prepare a drainage impact analysis for the proposed project to evaluate drainage impacts on Clear Creek as the result of potential erosion control measures. The drainage analysis scope of work will consist of the following tasks:

1. Data Collection – Collect and review key information relevant to the project, which may include record drawings, hydrologic and hydraulic models or studies, and GIS data.
2. Existing Conditions Analysis – Evaluate existing drainage patterns and develop existing drainage area maps, peak discharges, and volumes as specified in the City criteria. Specific tasks include the following:
 - a. Identify existing outfall locations, delineate existing conditions drainage areas, and prepare an existing drainage area map.
 - b. Calculate hydrologic parameters to estimate existing site peak discharges and volumes for the 2-year, 10-year, and 100-year storm events. Develop existing conditions hydrographs using an approved methodology as specified in the City criteria.
 - c. Revise the effective hydraulic model for Clear Creek based on new LiDAR and survey data. Adjust Manning's n values, add cross-sections, or complete other modifications to reflect existing conditions. Run the revised effective hydraulic model for the 10-year, 100-year, and 500-year storm events.



3. Proposed Conditions Analysis – Perform an evaluation of the proposed conditions drainage that reflects site improvements and improved drainage infrastructure. Specific tasks include the following:
 - a. Delineate proposed drainage areas based on the available site development plan.
 - b. Estimate proposed site peak discharges and volumes using the same methodology as used for the existing conditions analysis for the same three storm events.
 - c. Develop a proposed hydraulic model that incorporates the planned site improvements into the revised effective hydraulic model. Run the proposed hydraulic model for the same three storm events.
4. Mitigation Evaluation – Compare the modeling results between the existing and proposed conditions analysis to assess for potential adverse impacts. Specific tasks include the following:
 - a) Compare peak flow rates and water surface elevations, along with floodway elevations and widths, to check for potential adverse impacts. Summarize the initial mitigation evaluation results based on the preliminary site improvements.
5. Drainage Documentation – Prepare a short memorandum for inclusion into the feasibility study report documenting the feasibility phase drainage analysis including narrative, exhibits, and tabular data.

4. Civil Engineering Services

- a. Project Coordination
 - i. This task includes monthly meetings/conference calls with the City and Design team during the feasibility study phase of the project to obtain information necessary to complete the scope of work included in this proposal.
 - ii. It is assumed that the feasibility study phase outlined in this proposal will take approximately three (3) months.
 - iii. Before commencing the drainage analysis, Halff will meet with the City to discuss the drainage methodology and specific drainage study. This task includes up to three (3) coordination meetings.
- b. Halff will conduct One (1) site visit to evaluate the existing condition of the Clear Creek banks within the project boundaries.
- c. Halff will evaluate up to three (3) erosion control options including conceptual sketches for each option.
- d. Prepare an opinion of probable construction costs (OPCC) for each of the three (3) options evaluated.
- e. Prepare a technical memorandum summarizing the findings of the investigative work completed during the feasibility study and presenting the three (3) erosion control options.
- f. Prepare a high-level project schedule for design, permitting, bid and construction based on the information compiled during the feasibility study effort.
- g. Halff will submit the technical memorandum to the City for review and comment. Halff will address comments and will finalize the technical memorandum for final approval.



5. Structural Engineering

Halff will provide the following structural engineering services:

- a. Conduct one (1) structural site visit to evaluate the existing condition of the Clear Creek banks within the project boundaries.
- b. Prepare a narrative outlining up to three (3) erosion control options including one (1) concept sketch for each option.
- c. Prepare an opinion of probable construction costs (OPCC) for the structural items in each option discussed above.
- d. Coordinate with design team and geotechnical consultant, as required.
- e. Structural design services and construction documents are excluded from this scope of work.
- f. Halff will provide a maximum of two (2) submittals if required. Halff can provide additional submittals for an additional services fee.

SPECIAL SERVICES

1. Geotechnical Engineering

- a. Engage a geotechnical engineer to determine soil conditions at the project site and to develop information concerning cause of shoreline failures and slope stabilization options/recommendations.
- b. Receive and review the geotechnical engineering report and coordinate with the design team. Submit a draft copy to the City for review and comment prior to finalizing the report.
- c. Refer to Exhibit A – Attachment E for geotechnical proposal from QC Laboratories.

2. Miscellaneous reimbursable project expenses

- a. Direct costs, including printing, reproduction, photography, postage, messenger service, shipping and overnight delivery, long-distance phone calls, local travel, and printing of plans and graphics will be billed at the direct cost incurred plus 10%, and are included in the estimated fees for expenses stated below.

3. As-needed additional engineering services budget

- a. A budget not-to-exceed \$10,000 is set for any additional engineering services which the City may deem necessary beyond the current scope of work. Scope and fee for such services will be negotiated within the above budget and authorized separately prior to proceeding with the work.

OTHER ADDITIONAL SERVICES

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



- a. Design or Preparation of construction drawings.
- b. Bid and Construction Phase services.
- c. Permitting.
- d. Preparation of a boundary survey.
- e. Subsurface Utility Engineering and/or the location of underground utilities outside the scope of the survey.
- f. Survey Assumptions & Exclusions:
 - Vertical datum will be NAVD88(Geoid 18) unless otherwise specified by others prior to the commencement of the project.
 - The survey can be performed utilizing a combination of conventional and GPS (utilizing VRS and RTK means).
 - There are no encroachments, overlaps, gores or other issues affecting the boundary lines.
 - It is assumed that sufficient boundary monumentation needed to control the survey is recoverable, and in good condition.
 - There are no complex issues involving the survey contained in the title commitments, which have not been provided to us as of this date.
 - The City will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.
 - Return trips to reset damaged control points
 - Research outside the original scope of this proposal; using a different surveyor's certificate; or changes made to the survey after completion (if so required), will be charged as Additional Services at our standard hourly rates.
- g. Environmental Exclusions and Assumptions:
 - This scope does not include species-specific surveys that may be required if the proposed work poses potential harm to threatened and endangered species.
 - Field surveys will be completed through a one-day deployment using a two-person crew to survey the project area. Delays due to the City, land access, or coordination are not included.
- h. Drainage Analysis Assumptions
 - This drainage analysis will be based on the most current City of League City (City), governing jurisdiction. Please note, Harris County Flood Control District (HCFCD) criteria controls the northern side of the creek so Halff will utilize their criteria for guidance as well.
 - Drainage analysis will be based on Atlas 14.
 - The project is located within a regulatory floodplain and floodway per FEMA FIRM Map Nos. 48167C0206G and 48167C0207G (effective date of 8/15/2019). An evaluation of floodplain fill mitigation and completion of a no-rise certification is included in this scope of work.
 - The FEMA effective H&H modeling is assumed to be used for this drainage study.
 - A CLOMR or LOMR is not included in this scope of work. If needed, a separate scope of work and fee can be prepared and discussed prior to the start of any work.
 - No USACE drainage coordination or submittal is included in this scope of work.



- This scope of work is intended to represent a feasibility phase drainage analysis. It is expected that after the feasibility phase ends, a design phase will occur where additional H&H modeling and the preparation of a formal drainage report will be completed. A separate scope of work and fee will need to be prepared for that effort and approved prior to the start of work.
 - This drainage analysis scope may be amended, as needed, depending on subsequent discussions with League City.
- i. Improvements other than those listed in the scope of work.
 - j. Meetings or presentations not specified herein.
 - k. Permit fees, filing fees, pro-rated fees, impact fees and taxes.
 - l. Preparation of easement or right-of-way documents.
 - m. Printing of drawings, specifications and contract documents for bidding, construction, or distribution purposes except as noted herein.
 - n. Graphic products except as noted in herein.
 - o. Variance request applications.
 - p. Preparing to serve or serving as a consultant or witness for the CITY in any litigation or other legal proceeding involving the project.
 - q. Building Architectural services.
 - r. Land title research generally performed by the title company.
 - s. Analysis of storm events other than those specifically identified in this proposal.
 - t. Review of Engineers certificates. Halff shall not be required to execute any documents after the signing of this Agreement that in any way might, in the sole judgment of Halff, increase the risk or the availability or cost of Halff's professional or general liability insurance.



EXHIBIT A - Attachment B

Lynn Gripon Park at Countryside Shoreline Protection Feasibility Study

FEE SUMMARY

| | | | |
|-------------------------|---|----------|------------------|
| | | | |
| 1. | Land Surveying Services (LS)* | \$23,000 | |
| 2. | Environmental Services (LS)* | \$26,000 | |
| 3. | Hydrology and Hydraulics (LS)* | \$26,000 | |
| 4. | Civil Engineering Services (LS)* | \$40,000 | |
| 5. | Structural Engineering Services (LS)* | \$10,000 | |
| Subtotal | | | \$125,000 |
| Special Services | | | |
| 1. | Geotechnical Engineering (Sub +10%)* | \$23,100 | |
| 2. | Miscellaneous Reimbursable Project Expenses (Cost +10%) | \$1,500 | |
| 3. | As-Needed Additional Engineering Services Budget | \$10,000 | |
| Subtotal | | | \$34,600 |
| PROJECT TOTAL | | | \$159,600 |

*Time critical tasks totaling \$148,100 to be completed in 195 calendar days, excluding City review periods.



EXHIBIT A - Attachment C

Lynn Gripon Park at Countryside Shoreline Protection Feasibility Study

PROJECT SCHEDULE

| | |
|--|--------------------------------------|
| Land Survey | 45 days from Notice to Proceed |
| Submit draft H&H, Environmental, Geotech, & Feasibility Study | 120 days from Notice to Proceed |
| Finalized Reports | 30 days from receipt of all comments |

*Schedule calendar days excludes City review time/days.



**EXHIBIT A - Attachment D
Survey Limits**



EXHIBIT A - ATTACHMENT E
GEOTECHNICAL PROPOSAL



December 17, 2025

Halff Associates, Inc.
14800 St. Mary's Lane, Suite 160
Houston, Texas 77079

Attn: Ms. Kristin LeBlanc
P: 713-588-2547
E: kleblanc@halff.com



Re: Proposal for Geotechnical Engineering Services
Slope stability on the south side of Clear Creek (AVO 60671.001)
SEQ of the West Bay Area Blvd bridge crossing Lynn Gripon Park at Countryside
League City, TX
QCL Proposal No.: 41236REV1

Dear Ms. LeBlanc:

QC Laboratories, Inc. (QCL) is pleased to submit this revised proposal to provide Geotechnical Engineering Services for the project referenced above.

Project Description:

The project site is located within the southeast quadrant of the West Bay Area Boulevard bridge crossing over Clear Creek in League City, Texas. Based on a review of available Google Earth aerial imagery, the project area is situated along the creek corridor and consists of undeveloped land with vegetative cover, including trees and underbrush. The ground surface in the vicinity of the project appears relatively level with localized relief associated with the creek channel. The general layout of the project site is shown on enclosed Figure 1.

We understand this project entails construction of the following improvement:

- Geotechnical investigation to support evaluation and stabilization of an eroding slope along the south side of Clear Creek, adjacent to Lynn Gripon Park at Countryside in League City, Texas. The project area includes an existing creek bank exhibiting slope failure and erosion. Based on information provided, the creek depth at the project location is understood to be approximately 20 feet. The scope of services will support coordination with the design team to evaluate subsurface conditions and develop

Proposal for Geotechnical Engineering Services
Slope Stability on the south side of Clear Creek (AVO 60671.001)
League City, Texas
QCL Proposal No.: 41236REV1

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geotechnical recommendations for slope stabilization measures. Future improvements may include reconstruction of the existing kayak launch.

QCL - Scope of Services

A brief summary of the services to be provided by QCL is presented in the following paragraphs.

QCL - Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. For this project, we plan to drill and sample four (4) soil borings to a depth of 40 feet within the proposed area as shown on enclosed Figure 1.

At this time, we understand that the west side of the bridge is covered with trees and underbrush, and access to some proposed boring locations may require limited clearing to accommodate drilling equipment. Any clearing of access pathways, if required, will be performed only as necessary to reach the approved boring locations. An associated cost for on-site clearing is included in the “**QCL – Project Fee**” section of this proposal as an optional additional service, if needed.

After clearing, drilling is planned to be performed using standard ATV-mounted drilling equipment. Per HCFCD requirements, soil sampling will be conducted continuously (at 2-ft intervals) to a depth of 20 feet below the existing grade, and at 5-ft intervals thereafter. Strength of soil samples will be evaluated in the field using a pocket penetrometer and/or SPT blow counts, depending on the soil type.

The depth of groundwater will be observed during drilling, at 5-, 10- and 15-minute after first encountering, and at completion of drilling; the boreholes will be left open and 24-hour groundwater level readings will be taken the next day. At the completion of the 4-hour groundwater level reading, the boreholes will be backfilled with soil cuttings.

QCL will notify Texas811, a utility location service, to locate the primary utilities. This utility location service will only locate utilities within dedicated public utility easements. If underground utilities are known to exist in the vicinity of the borings, QCL should be provided the opportunity to review utility plans to avoid the existing lines.

QCL - Laboratory Testing: The engineering properties of selected soil samples will be evaluated by our A2LA accredited laboratory. Laboratory tests may include, but not



Proposal for Geotechnical Engineering Services
 Slope Stability on the south side of Clear Creek (AVO 60671.001)
 League City, Texas
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limited to, moisture content, unit weight, unconfined compression, Atterberg Limits, and percent passing the No. 200 sieve.

QCL - Engineering Analysis and Report: The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the investigation will be presented in an engineering report prepared under the supervision of a Texas Professional Engineer. The report will include the following:

- Logs of Borings, Plan of Borings, groundwater observations, and regulatory and specialty laboratory test results.
- Discussion of the subsurface soil types and stratigraphy of the onsite soils.
- Discussion of the engineering and physical properties, as well the dispersive potential of the soils found at this site.
- Conduct local and global slope stability of the proposed detention pond side slopes based on the soil boring and laboratory test results and the groundwater information, and determine adequacy of the proposed detention basin earth slopes.
- Based on the dispersive potential of the onsite soils, evaluate the need for a clay liner to improve the water retention capability.
- Provide construction recommendations, including excavation, groundwater control, and allowable sideslopes.
- Provide recommendations to protect the constructed earth slopes from erosion.
- Discussion of suitability of on-site excavated soils as select fill, clay liner or as general fill.

QCL – Project Fee: The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is:

| Cost Item | Fee |
|--|--------------------|
| Base Geotechnical Study and Full HCFCR Report Format | \$18,000.00 |
| Optional additional services: Extra Cost for Clearing Access Trails to Provide Drill Rig Access to Boring Locations | \$3,000.00 |
| Grand Total | \$21,000.00 |



Proposal for Geotechnical Engineering Services
Slope Stability on the south side of Clear Creek (AVO 60671.001)
League City, Texas
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QCL – Schedule: We can initiate our field operations within 5 working days following authorization to proceed, if permission to access site is obtained and weather conditions will permit. Access trails clearing will take about 1 to 2 days; drilling will take about 3 days to complete. Regular laboratory tests will take about 2 weeks to complete. A completed geotechnical engineering report will be submitted within 2 to 3 weeks after all laboratory tests have been completed.

Client - Proposal Acceptance: If you agree with the scope of services outlined in this proposal, please issue a partially executed Half Associates, Inc. Standard Subcontract for Subsurface Services referencing this proposal.

We appreciate the opportunity to submit this proposal and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

QC Laboratories, Inc.
(Texas Registered Engineering Firm F-3601)



Humam Al Hilali, P.E., PMP
Senior Geotechnical Engineer



Figure 1

Legend

-  Proposed boring location

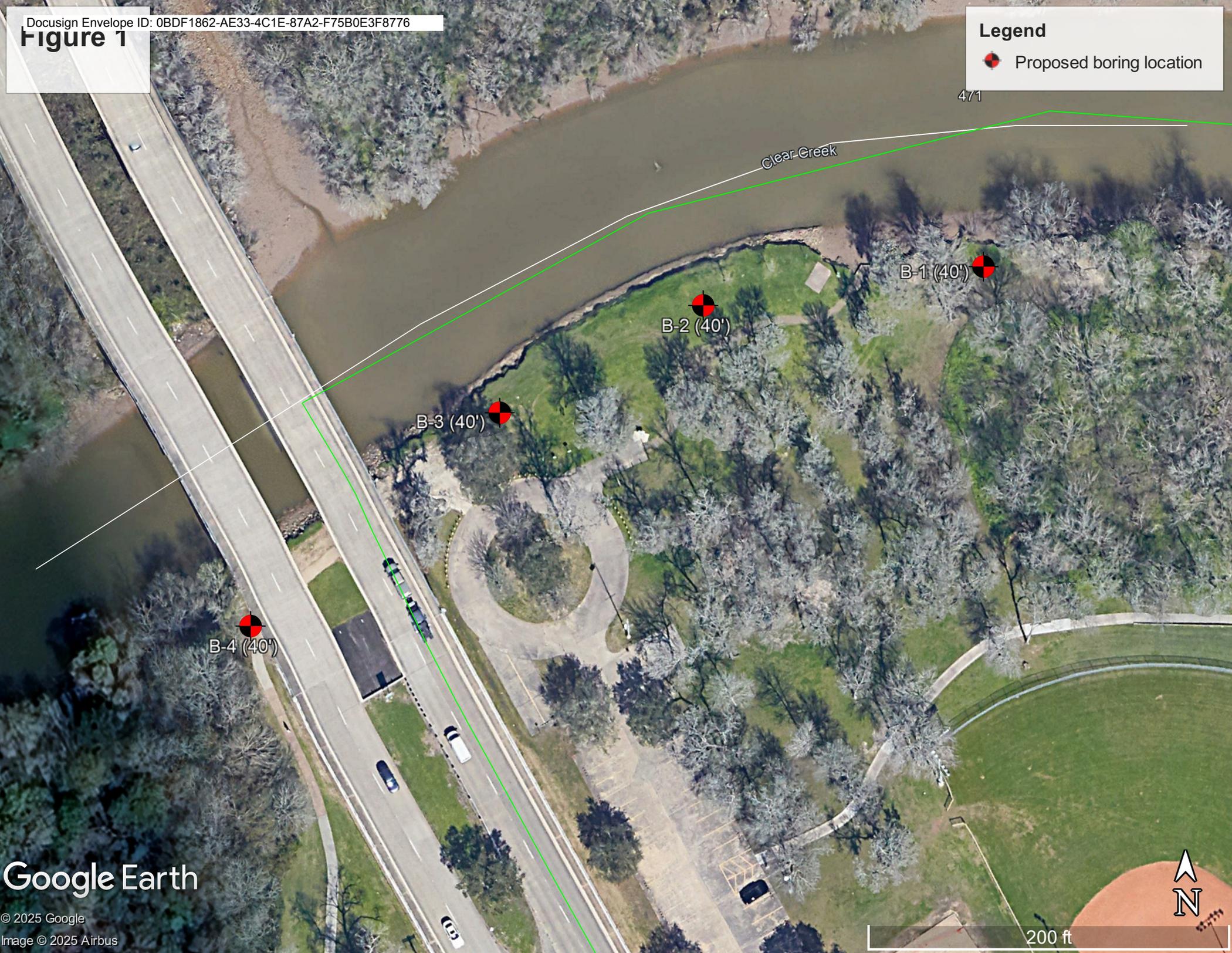


Exhibit B

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