

100721

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made this 1<sup>st</sup> day of October, 2025 (“Effective Date”), by and between The City of Port Lavaca, (“CLIENT”), a City of the State of Texas, having offices at 202 North Virginia, Port Lavaca, TX 77979 and **MOTT MACDONALD, LLC** (“ENGINEER”), a Delaware limited liability company, having principal offices at 111 Wood Avenue South, Iselin, NJ 08830. CLIENT and ENGINEER are collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS, CLIENT desires to retain ENGINEER for the purposes of proceeding with professional services; and

WHEREAS, CLIENT and the ENGINEER wish to enter into an Agreement to set forth the terms and conditions under which ENGINEER will provide professional services to CLIENT on the Project (as defined herein);

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

### 1. DEFINITIONS

For purposes of this Agreement, the following defined terms shall have the meanings set forth in this Article 1.

- (a) “Agreement” means this Agreement together with all other addenda attached hereto from time to time constitute the Agreement. All article and section numbers used herein refer to articles and sections of this Agreement unless otherwise specifically stated.
- (b) "Scope of Work" or “Services” or “Work” means those services described in the Exhibit A.
- (c) "CLIENT" means the entity noted in the opening paragraph to this Agreement.
- (d) “Project” means **CDBG Mitigation Programs – Corporation Ditch**

### 2. SCOPE OF WORK

- (a) Subject to the terms and conditions of this Agreement, CLIENT engages ENGINEER to perform, and ENGINEER agrees to perform, the Services to be described in Exhibit A, attached to this Agreement, and made a part hereof. Services not expressly provided for in the Scope of Work are excluded from the scope of work and ENGINEER assumes no duty to perform such services. **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER NOR SHALL IT BE SUBJECT TO ANY FITNESS FOR PURPOSE WARRANTIES, PERFORMANCE STANDARDS OR GUARANTEES OF ANY KIND.**
- (b) The Services performed by ENGINEER be in a manner consistent with that level of care and skill ordinarily exercised by other professional consulting firms providing similar services under similar circumstances at the time, and in the general vicinity where, the services are performed (the “Standard of Care”).

### 3. COMMENCEMENT OF AND CHANGES IN THE WORK

- (a) ENGINEER will initiate the tasks as set forth in the Exhibit A upon receipt of a fully executed Agreement from the CLIENT. ENGINEER and the CLIENT may at any time, by mutual written agreement, make changes within the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.
- (b) If such changes cause an increase or decrease in ENGINEER's cost of or time required for the performance of this Agreement, or if ENGINEER, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, ENGINEER shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.
- (c) If, in the performance of its services, ENGINEER encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and ENGINEER's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at ENGINEER's option. In the event that this Agreement is so terminated, ENGINEER shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.
- (d) It is recognized that other contractors may be retained separately by the CLIENT for the Project (including but not limited to geological, drilling and laboratory contractors) who may provide inputs to the Project to be utilized by ENGINEER. ENGINEER shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. ENGINEER shall not be responsible for the acts, errors or omissions of any remediation action contractors or other contractors working for the CLIENT on the Project.
- (e) ENGINEER shall not have the authority to control the work of contractors retained by the CLIENT and ENGINEER shall not have any responsibility for the means, methods, sequences, procedures or techniques used on the Project, for site safety, or for the use of safe construction practices by such contractors, such responsibilities resting solely with CLIENT's other contractors or parties other than ENGINEER.
- (f) ENGINEER shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused or arising in whole or in part from force majeure or other events beyond ENGINEER's reasonable control and to the extent ENGINEER is impacted by the same, then ENGINEER shall be entitled to an equitable adjustment of this Agreement. For purposes of this Agreement force majeure shall include, but not be limited to, adverse weather conditions, changes in law, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.

4. PAYMENT OF ENGINEER'S FEES

- (a) ENGINEER shall be compensated for its services on a time and materials or lump sum basis, as more particularly set forth in Exhibit A.
- (b) On or before the 30th day of each month in which the ENGINEER is performing the Services, ENGINEER shall invoice CLIENT for the Services performed through the last day of the preceding month. ENGINEER'S Invoices shall be due and payable within thirty (30) days following CLIENT's receipt of the invoice.

- (c) For Services performed on a time and materials basis, invoices shall be submitted monthly by ENGINEER to the CLIENT and shall indicate the charges due from the Hourly Rate Schedule (including, without limitation, reimbursable expenses), attached hereto as Exhibit B.
- (d) For Services performed on a lump sum basis, invoices shall be submitted monthly by ENGINEER to CLIENT and shall indicate the tasks performed and completed, on a percent completed basis (including, without limitation, reimbursable expenses), and shall include the charges due based on the percentage of completion of the services, or in accordance with a payment schedule as otherwise mutually agreed to in Exhibit A.
- (e) The CLIENT shall promptly review ENGINEER's invoices and if the CLIENT disputes any amounts invoiced the CLIENT shall give prompt written notice thereof, including the item or items disputed and the basis for the dispute. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided for herein. Invoiced amounts not paid within thirty (30) days of their receipt shall bear interest at the maximum amount permissible by law.
- (f) The compensation for ENGINEER's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for ENGINEER's services, its compensation and time of performance shall be equitably adjusted.

5. RESPONSIBILITIES OF THE CLIENT

The CLIENT, at its own expense, will:

- (a) Provide all criteria and full information as to the CLIENT's requirements for the Project and will make available to ENGINEER all information, documents and assistance necessary or reasonably requested by ENGINEER in order to enable it to perform the Services in a timely manner, all of which ENGINEER shall be entitled to rely upon without independent verification.
- (b) Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify ENGINEER if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- (c) Upon request by ENGINEER, furnish ENGINEER with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the CLIENT, required for the Project, all of which ENGINEER may use and rely upon in performing its services under this Agreement.
- (d) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- (e) Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. CLIENT shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures.
- (f) Provide a description of activities which were conducted at the site at any time by the CLIENT or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.

- (g) Give prompt written notice to ENGINEER whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect in ENGINEER's services.
- (h) Designate an individual or individuals to act as the CLIENT's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the CLIENT's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- (i) To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- (j) Assume responsibility for unavoidable damage or alteration to the site caused by ENGINEER's services.
- (k) Assume responsibility for personal injuries and property damage caused by ENGINEER's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to ENGINEER by the CLIENT in advance.
- (l) CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to ENGINEER's Injury, Illness and Prevention Program or applicable guidance which may be provided by ENGINEER, and all other applicable rules, regulations and guidance required by ENGINEER, CLIENT or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT's operations

## 6. INSURANCE

So long as ENGINEER is performing Services under this Agreement, ENGINEER shall maintain insurance coverages in forms and limits as set forth below:

- a. Statutory Worker's Compensation and Employer's Liability Insurance, with limits of \$1,000,000.
- b. Commercial General Liability Insurance in the amount of \$1,000,000 bodily injury and property damage, combined aggregate limit, with "XCU" exclusions removed.
- c. Comprehensive Automobile Liability Insurance for owned, hired and non-owned motor vehicles with limits of \$1,000,000 bodily injury and property damage, combined aggregate limit.
- d. Professional Liability insurance in an amount of \$1,000,000 per claim and annual aggregate.

## 7. INDEMNIFICATION

- (a) ENGINEER agrees to indemnify, save and hold harmless CLIENT from and against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions in the performance of the Services provided hereunder.
- (b) CLIENT agrees to indemnify, save and hold harmless ENGINEER from and against all claims, demands, suits, judgments, liabilities, costs and reasonably attorney fees, to the extent caused by the negligent acts, errors or omissions of the CLIENT, in the performance of their services or obligations under this Agreement.

(c) In addition to (b) above, CLIENT shall indemnify, defend and hold harmless ENGINEER from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

8. WAIVER OF CONSEQUENTIAL DAMAGES

The Parties waive their rights to any and all claims against each other for incidental, special, indirect or consequential damages of any nature whatsoever, including but not limited to loss of use, lost profits, economic loss, delay, liquated damages or business interruption type damages arising out of or in any way related to the Services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability and whether arising in contract, warranty, tort, negligence (including strict liability) or otherwise and no matter how claimed, computed or characterized.

9. LIMITATION OF LIABILITY

CLIENT and ENGINEER have evaluated the risks and rewards associated with the services to be performed under this Agreement, including ENGINEER's fee relative to the risks assumed, and agree to allocate certain of the risks as set forth herein. Accordingly, to the fullest extent permitted by law, the total aggregate liability of ENGINEER (and its related corporations, subconsultants, and employees) to CLIENT is limited to the professional fees actually paid to ENGINEER for Services provided under this Agreement, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ENGINEER's services under this Agreement, regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery.

10. DEFAULT/TERMINATION

In the event of a material breach of this Agreement by either Party and provided that the non-breaching Party is not in material breach hereunder and has given written notice to the other Party specifying (i) its material breach and (ii) the non-breaching Party's intent to terminate this Agreement, all at least ten (10) calendar days before the proposed date of termination, and the breaching Party has failed to correct the material breach within said ten (10) calendar days, or prepared a plan reasonably designed to cure the default if said cure is not possible within said ten (10) day period, then this Agreement shall be terminated on the date set forth in such notice. If the breaching Party cures its breach at any time prior to the proposed date of the termination, the termination notice shall be deemed withdrawn and be of no force or effect. Notwithstanding anything herein to the contrary, CLIENT may terminate this Agreement at any time, for any or no reason, upon written notice to ENGINEER; provided however that any such termination by CLIENT shall not relieve CLIENT of its obligation to pay for services or materials provided by ENGINEER in accordance with the terms of the Agreement prior to termination.

11. TIME FOR PERFORMANCE

Subject to the Standard of Care, ENGINEER shall complete its performance of the Services in conformity with the time limitations, if any, set forth in Exhibit A.

12. NOTICES

(a) All Notices, instructions and other communications, other than a formal notice of default, required or permitted to be given hereunder shall be in writing and shall be delivered via facsimile transmission or mailed by first class mail, as follows:

If to ENGINEER:

MOTT MacDONALD, LLC  
111 Wood Avenue South  
Iselin, New Jersey 08830-4112  
Attention: Kevin Morgan  
Phone:850.596.1502

If to CLIENT:

City of Port Lavaca  
202 North Virginia Street  
Port Lavaca, TX 77979  
Attention: JoAnna Weaver, PE  
Phone:

With a copy to:

MOTT MacDONALD, LLC  
111 Wood Avenue South  
Iselin, New Jersey 08830-4112  
Attention: General Counsel  
Phone: 973-379-3400

(b) Either CLIENT or ENGINEER may change the address to which communications to it are to be directed, by giving written notice to the other in the manner provided in this Section 12(a).

13. GENERAL

- (a) Executed Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute but one and the same instrument.
- (b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of CLIENT and ENGINEER in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either CLIENT or ENGINEER which is not embodied in this Agreement.
- (c) Governing Law. This Agreement will be interpreted and construed in accordance with the internal laws of the State where the Project is located without regard to choice-of-law principles that would require the application of the laws of a jurisdiction other than such State. Unless otherwise prohibited by law CLIENT and ENGINEER waive their right to a trial by jury in any litigation resulting from this Agreement.
- (d) Third Parties. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and ENGINEER. ENGINEER's Work Product may not be used or relied upon by any other person without ENGINEER's express written consent. CLIENT agrees and acknowledges that any and all reports, studies, documents or other material prepared by ENGINEER under this Agreement ("Work Product") are prepared for the sole and exclusive benefit of CLIENT, and not for any third party, including but not limited to any potential investor, financing entity, or purchaser of any of CLIENT's projects ("Third Party"). CLIENT acknowledges and agrees that Work Product may not be provided to, assigned to, or relied upon by any Third Party for the purpose of raising finances or making an investment decision, or enhancing or maintaining a credit rating, whether under a primary financing, secondary financing, re-financing, equity investment or similar financing. In the event that CLIENT desires to have a Third

Party rely on Work Product, CLIENT acknowledges and agrees that such circumstances may require the execution of a modification to this Agreement or execution of a separate form of agreement meeting ENGINEER's required terms and conditions applicable to such circumstances. Any Work Product may also include a disclaimer providing notice of the limitations on the use and distribution of such Work Product.

- (e) Ownership of Documents. All design documents, intellectual property, materials or other work product resulting from the Services, including drawings, specifications, calculations, maps, reports, photographs, samples and other documents (hereinafter "Documents") are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. ENGINEER grants CLIENT a limited license to use the Documents only on the Project for which they were prepared, subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) CLIENT acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by CLIENT or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at the CLIENT's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, agents, employees, and ENGINEERS; and (3) such limited license to CLIENT shall not create any rights in third parties.
- (f) Severability. The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized on the day and year first above written.

ATTEST:

DocuSigned by:  
  
 F6C140D5734C485...

MOTT MacDONALD, LLC

DocuSigned by:  
**David Skipper**  
 By \_\_\_\_\_  
 89D801FA1871426...  
 David Skipper Senior Vice President

Dated 01-Oct-2025

ATTEST:

\_\_\_\_\_

CLIENT

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

Dated \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES & COMPENSATION**

**Submitted to**

JoAnna P. Weaver, PE  
Interim City Manager

## Professional Engineering Services Proposal

Mrs. Weaver,

City of Port Lavaca  
202 Noth Virginia Street  
Port Lavaca, Texas 77979+  
[jweaver@portlavaca.org](mailto:jweaver@portlavaca.org)

Mott MacDonald is pleased to provide this Task Order proposal for professional engineering services for drainage improvements to Coporation Ditch. The project limits are from George Street to 100 feet south of the City's Railroad and Corpotation Ditch. The proposed improvements include the following:

Project  
Corpotation Ditch Design

A. Upsizing the existing drainage pipes from Half League Road and George Street piped to a new stormwater pond (Parcel ID 19679) which will discharge back into the existing drainage system north of the railroad. Existing drainage inlets along Half League Road will be connected to the upsized drain pipe. The upsized drainage system will be designed for a minimum of 5-year storm event. The stormwater pond will be designed up to the 100-year 24 Hour storm event. Rainfall data will be based on NOAA Atlas 14 information. Mott MacDonald will update the stormwater model created for the Corpotation Ditch Drainage Study based on the survey, geotechnical, and other information collected during the design phase.

**MM Contact**

Kevin Morgan, PE  
Project Manager

B. Reconstruction of the existing concrete ditch between West Main Street and West Austin Street. The existing concrete ditch has deteriorated and needs to be removed and replaced. Existing culverts under West Main and Austin Street will not be reconstructed. All construction activities shall be within the same footprint of the existing ditch. Mott MacDonald assumes the ditch is within City right of way and that no permits will be required from the City or Railroad.

Mott MacDonald  
220 W Garden Street  
Suite 700  
Pensacola, FL 32502  
[kevin.morgan@mottmac.com](mailto:kevin.morgan@mottmac.com)  
850.596.1502

- C. Design and expansion of Corpotation Ditch from West Austin Street to the upstream side of the City Railroad Culvert. Mott MacDonald will design the ditch based on the 100-year storm event. However, if right of way impacts or environmental factors affect the proposed ditch configuration, then the ditch will be designed based on the space available.
- D. Design of a new culvert under Virginia Street- The culvert under Virginia Street based on the 100-year critical storm event or the maximum culvert size that will not adversely affect the road, utilities, right of way, permitting, or environment.
- E. Design and prepare separate construction documents for a new culvert under the City railroad. The culvert will be designed based on the 100-year critical storm event or the maximum culvert size that will not adversely affect the road, utilities, right of way, permitting, or environment. Approximately 100 feet of the railroad system which has been removed, will be reinstalled as part of this project. Mott MacDonald will prepare 60% and Final construction documents for this portion of the project.

The scope of services includes data collection, drainage design and construction document preparation, permitting, and bid assistance. This Task Order, when executed, will be incorporated as part of the original MSA Contract for Continuing Professional Engineering Services dated May 23, 2022, between the City of Port Lavaca and Mott MacDonald Florida, LLC.

### Scope of Services

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#### **Task 1 – Data Collection**

Mott MacDonald will collect data and other information related to this project. The City will provide any studies, reports, calculations, documents, construction plans, and CAD files associated with the project area. Mott MacDonald will review the documentation provided.

#### **Task 1a – Survey**

Urban Surveying, Inc. will perform a topographic survey of above ground features located within and around project limits. The survey scope performed by SSMC will include the following tasks:

#### **George Street to Main Street:**

- Establish right of way of Half League and Railroad.

- George Street and Half League Road determine finished floor elevation of buildings located on the west side of the intersection and the building on the northeast side of the intersection.
- Locate all above ground structures (buildings, sidewalks, trees, roads, poles, railroads, etc) located within Half League right of way.
- Call in 811 ticket and locate all marked utilities, above ground and underground including sanitary, storm sewer, and water lines (pipe sizes and flowlines to be determined).
- Cross sections at 50-foot intervals and grade breaks from right of way to right of way.
- **Stormwater Pond Site:**
  - Establish property boundary lines.
  - Provide metes and bounds description and exhibit for right of way acquisition.
  - Topography survey of natural ground elevations on a 50x50 grid and drainage structures (top elevations, pipe inverts, and sizes).
- **Corporation Ditch (concrete):**
  - Establish easement/right of way lines. Easement documents to be provided by the City.
  - Locate all above ground structures located within the easement/right of way.
  - Call in 811 ticket and locate all marked utilities.
  - Cross sections at 100-foot intervals from easement-to-easement line.
  - Include culvert/bridge for Main, Live Oak, and Austin Street.
- **Corporation Ditch (vegetative):**
  - Establish easements/right of way lines. Easement documents to be provided by the City.
  - Locate all above ground structures located within the easement/right of way.
  - Call in 811 ticket and locate all marked utilities.
  - Cross sections at 100-foot intervals from easement-to-easement line. The portion of ditch east of Virginia Street holds water and will require the use of some type of watercraft to acquire bottom elevations.
  - Survey of Virginia Street where it is running parallel to Corporation Ditch.
  - Locate railroad tracks at the intersection of Corporation ditch south of Virginia Street.
- **Survey Test hole and Geotechnical Borings:**
  - Survey SUE test holes approximately 20 locations on Half League, 8 test holes on Virginia Street, and 10 miscellaneous test holes
  - Survey geotechnical borings including 3 borings at the stormwater pond, 30 borings along corporation ditch, 2 borings on Virginia Street and 2 along the railroad track. .

#### **Task 1b – SUE**

T2 Surveying will perform SUE designations of utilities for the proposed drainage improvements. The SUE scope will include the following tasks:

- Perform records research.
- Perform a geophysical investigation. It will include both sides of Half League Rd from George St to Main St, and 100' in all directions from each of the four (4) box culvert locations.
- Client to provide survey of T2ue utility designating of utility appurtenances and markings placed by our designators.
- Complete dig tickets as required by 811 law.
- Vacuum excavate a maximum of thirty-eight (38) test holes to expose, record measurements, leave lath/flag/pin.

- Provide documentation of the completed utility investigation findings.

### **Task 1b – Geotechnical Exploration and Reporting**

TSI laboratories, Inc. will provide geotechnical services for this project and conduct soil analyses for the proposed stormwater pond, culverts, and ditch. The geotechnical services will include the following:

- 30 geotechnical borings @ 30 foot deep at the proposed stormwater pond site.
- 23 geotechnical borings @ 10 foot deep along corporation ditch.
- 2 geotechnical borings @ 20 foot deep at Virginia Street and the Railroad Culvert.
- Geotechnical borings will generally be performed using dry auger. During boring advancement soil will be sampled continuously at 2-foot intervals to 10-foot depth with an additional sample taken at 5-foot depth intervals. The sampling method is determined based on the soils encountered.
- Granular soils are sampled as part of the Standard Penetration Test (SPT) by driving a 2-inch diameter split-barrel sampler.
- Cohesive soils are sampled by hydraulically pushing a 3-inch diameter, thin-walled steel tube a distance of about 24-inches. Pavement Cores and Condition Survey (4 cores)

TSI findings, conclusions and recommendations will be presented in a report with logs of the explorations and laboratory test results. The report will include a cover letter sealed by a professional engineer, licensed in the state of Texas. We anticipate the report will include, but not be limited to, the following:

- Description of work scope, laboratory, and field procedures
- Logs of the borings
- Results of field testing
- Results of the standard laboratory testing plus organic content & permeabilities
- Recommended foundation type and design parameters
- Foundation alternatives and relevant design parameters
- Site preparation and earthwork recommendations
- Pavement recommendations
- Anticipated excavation conditions
- Subsurface water observation levels

### **Task 1d – Environmental Analysis and Reporting**

The Mott MacDonald team, including Triton Environmental Solutions, LLC., will perform fieldwork, analysis, and permitting associated with environmental impacts within the project limits. The delineation of wetland resources will include a flagged jurisdictional determination of all wetlands regulated under City, State, and Federal rules.

Triton Environmental Solutions, LLC will analyze readily available desktop data including survey boundaries provided by the client, prior Approved Jurisdictional Determinations (AJDs) related to the survey area, U.S. Army Corps of Engineers' (USACE) AJD regulations and guidance documents, National Wetland Inventory (NWI) Maps, Texas Parks and Wildlife Department's published sensitive resource data, historical tide data, Texas General Land Office (GLO) resource management codes, GLO state tract boundaries, available bird rookery data, existing bathymetric and topographic data, current and historical aerial imagery, nautical charts, soils data, floodplain maps, United States Geological Survey (USGS) benchmarks, surveyor benchmarks and other pertinent data. Examination of all available desktop data will assist Triton to refine the scope of field work for the WOUS, and tidal boundary surveying, and determine habitat characterization for the project review area

(PRA). Triton will also seek direction from the client regarding access approvals for the survey. Information gathered above will allow Triton to create a Waters of the U.S. sampling plan, including establishment of survey area boundaries, GPS data loading, development of wetland delineation survey transects, preliminary wetland delineation observation point locations, onsite access, and pinpoint probable areas of sensitive resources (wetlands, seagrasses, oyster, etc.). The survey plan map will be coordinated with the client for approval prior to conducting surveying activities.

Triton will perform WOUS, aquatic (if applicable, at the ditch terminus at Lavaca Bay), and tidal boundary surveys within the Corporation Ditch PRA boundary (approx. 32-acres) provided by the client. Triton's sensitive resource surveys will be conducted utilizing methodologies that have been both historically and recently approved by the environmental resource and regulatory agencies, including the USACE. It appears the terminus of Corporation Ditch occurs at the Lavaca Bay shoreline. If an aquatic survey is necessary, Triton will sample along transects spaced at 50-ft intervals. To determine the presence/absence of sensitive aquatic resources (i.e., seagrass, oyster), Triton will conduct wading hand detection samples every 10-ft in waters less than 3.0 ft NAVD 88 or utilize a 6-inch diameter core in waters > -3.0 ft NAVD 88, every 30-ft. If hard substrate is encountered by sounding, Triton will collect 6-inch diameter core samples from the bottom to determine if a live reef, shell reef, shell hash, or other shell is present. The boundaries (i.e., acreage extents) of any seagrass beds and/or live oyster reef present will be mapped within the immediate vicinity of the ditch terminus. The terrestrial area will be surveyed, and wetlands and potential waters of the U.S. identified. The survey will include habitat characterization, including USACE jurisdictional areas. Triton will conduct a tidal boundary survey delineating both the high tide line (HTL) and mean high water (MHW). To determine the position of various points/boundaries, Triton will utilize either a sub-centimeter Trimble RTK (i.e., tidal boundary) or Geo 7X GPS (i.e., aquatic surveying, WOUS). The survey effort will be photo documented and photo exhibit provided to the client.

Field data collected from Item 2, will be analyzed and used to prepare maps, supporting exhibits, and GIS files to determine and quantify the location, boundaries, and size of any sensitive resources and preliminary limits of WOUS within the PRA. All GIS files and associated data will be provided to the client.

Triton will prepare a consolidated report (WOUS and Aquatic [if applicable]) to document methods, habitat characterization, and extents of sensitive resources within the PRA survey boundary. The report will include detailed maps with all vegetation communities, seagrass beds, live oyster, HTL/MHW, and other sensitive resource boundaries. The report will be provided to the client for subsequent permitting efforts.

The findings from above will provide helpful information in determining an appropriate USACE permitting strategy. Once a permitting strategy is determined (i.e., Letter of Permission, Nationwide Permit (NWP), or standard permit), Triton will seek confirmation from the USACE prior to advancing the development of an application.

## **Task 2 – Design and Construction Documentation**

Mott MacDonald will design the proposed drainage improvements and stormwater pond. Construction plans will be submitted at 30%, 60%, and Final phases of the project. A City review meeting will be held for each submittal in addition to review coordination with utility owners. An Opinion of Probable Construction Cost (OPCC) will be prepared for each phase. TXDOT standard specifications will be included in the construction documentation. The Final phase submittal will include a construction plans, OPCC, bid tabulation and project narrative for City bid advertisement. The following components will be incorporated in the design and construction documentation for the project:

- Design – stormwater modeling (Drainage piping, Stormwater ponds, Ditches, Culverts).
- Construction Plans – Cover Sheet, General Notes, Summary of Pay Items, Project Layout Sheet, Plan and Profile Sheets, Stormwater Pond Layout Sheet, Traffic Control Plans, Detail Sheet.

### **Task 3 – Permitting**

#### **Task 3a – Permit Documentation and Submittal**

The Mott MacDonald team will prepare and submit the following permit documentation as required:

- USACOE
- TXDOT
- Railroad Permit for the new culvert.

Triton will prepare the required permit application package for the appropriate and preliminary coordinated regulatory authorization (i.e., NWP Pre-Construction Notification (PCN) or other potentially applicable authorization). The application package will include a project description, purpose and need, plan and section view drawings (if necessary), natural resources and tidal boundary survey report (if required), desktop threatened and endangered species evaluation, Texas General Land Office (GLO) Coastal Management Consistency Program (CMP) form, affirm 401 water quality certification (WQC), and complete discussion of how the project meets the permits general and regional conditions for compliance. If the project exceeds quantitative limits for a given condition (e.g., 25 CY discharged below the OHWM/HTL under NWP 18), a waiver will be requested. The application and/or PCN will include best management practices (BMPs) and conservation and protection measures that will be implemented during construction activities. Upon client approval, Triton will submit to the USACE's Galveston Regulatory Office for review. Note: for purposes of this proposal, it is assumed the proposed project would be authorized via a LOP or NWP, not a standard permit. Standard Permits are typically lengthy processes with multiple levels of coordination and document development required (i.e., endangered species, compensatory mitigation, alternatives analysis, etc.). If a standard permit is determined to be necessary, an updated scope will be required.

Triton will respond to USACE request for information (RFI) and/or other data requests (i.e., agency concerns/objections) and provide agency coordination, as necessary, to seek construction authorization under NWP 54 or other applicable USACE authorization. If permanent impacts to WOUS exceed specified NWP thresholds (e.g., 1/10-acre), Triton will analyze readily available desktop data (e.g., NWI, LIDAR, floodplain, city parcel) and existing site information (available survey data – including habitat, cultural, topographic, city-owned tracts, etc.) as well as project plans to assist in preliminary mitigation planning and coordination including development of an appropriate mitigation strategy. This would include a determination of mitigation requirements and identification of an appropriate strategy to fulfill required mitigation. Specifically, examination of available desktop and existing site information will preliminarily identify up to three (3) probable locations to perform either on-site or off-site compensatory mitigation, whichever is deemed most appropriate. Results of desktop analysis will be presented to the client for feedback and to collectively discuss preliminary findings, potential constraints (if any), and additional data needs to identify preferred sites to perform mitigation activities. Note: This work step does not include any field surveying or ground truthing of potential mitigation sites.

Mott MacDonald will submit the permit for the TXDOT and railroad culvert replacements, RAI responses, and agency coordination. Mott MacDonald will coordinate with the regulatory agencies during the permit review process. The City will be responsible for paying all permitting fees.

Mott MacDonald will coordinate with the City of Port Lavaca on the floodplain impacts. The City will handle all permitting required by FEMA.

### **Task 4 – Utility Coordination**

Mott MacDonald will review existing utilities within the project limits and identify potential conflicts using a utility conflict matrix. Mott MacDonald will coordinate with utility owners identified and submit each phase of construction plans to the utility owners for review. Where possible, the general goal of this submittal please coordination will be to reach a potential utility adjustment schedule for impacted utilities, which the City may incorporate into bid documentation.

**Task 5 – Bidding Assistance**

Mott MacDonald will prepare bid documents for City advertisement. The bid documents will include final construction plans, bid tabulation sheet, and scope of work. Mott MacDonald will prepare and attend a pre-bid meeting via TEAMS, address bidders’ questions, and prepare addendums. Mott MacDonald will review bids and provide comments to the City prior to awarding contract.

**Task 6 –Acquisition Support Services**

Mott MacDonald will assist the City in right of way acquisition of the stormwater pond site. Mott MacDonald will coordinate with the City documentation necessary during the acquisition process. Mott MacDonald will provide a legal descriptions or sketches for the stormwater pond site.

**Task 7 – Project Management and Coordination**

Mott MacDonald will hold a monthly conference call with the City to discuss the design, project schedule, and the completed and remaining tasks. Mott MacDonald will coordinate with the City in review and development of the design and associated deliverables. Project and subconsultant management will be performed in accordance with the Contract requirements. Mott MacDonald will coordinate with and document meetings held with the City, utility owner, and State and Federal permitting agencies to complete the proposed services.

**Project Deliverables**

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**Task 1 – Data Collection**

- Task 1a: Survey and SUE
  - Topographic survey in cadd format
  - Boundary survey and legal sketches/descriptions of stormwater pond site.
  - SUE and geotechnical boring locations
- Task 1b: SUE
  - SUE type, size, and vertical depth.
- Task 1c: Geotechnical exploration and report of findings from roadway soil survey, pavement cores and condition survey, stormwater pond, and mast arm investigation
- Task 1d: Environmental analysis and reporting
  - Wetland delineation

**Task 2 – Design and Construction Documentation**

- Task 2a: 60% plans, OPCC, and specifications outline; City review meetings
- Task 2b: 100% plans, OPCC, and specifications package; City review meetings
- Task 2c: Final plans, OPCC, specifications package, bid tabulation, and project narrative for City bid advertisement

**Task 3 – Permitting**

- Task 3a: Permit Documentation and Submittal (as required)
  - Submittal of USACOE, TXDOT, Railroad Permits
- Task 3b: Utility coordination and review documentation
  - Utility Conflict Matrix
- Task 3c: Project management and coordination
  - Monthly meetings for City coordination
  - Stakeholder/review meeting documentation and progress reporting

**Task 6 – Acquisition Support Services**

- Provide a legal description and sketch for the proposed pond site.

**Anticipated Schedule**

It is anticipated that Project Tasks will be completed in accordance with the schedule milestones outlined as follows. Inclement weather, site accessibility, duration of submittal/permit review and property acquisition activities, and other factors outside of Mott MacDonald team control may affect the anticipated schedule.

<b>Tasks</b>	<b>Schedule</b>
<b>1a Survey</b>	12 months following Notice to Proceed (NTP)
<b>1b SUE</b>	12 months during design
<b>1c Geotech</b>	12 months following NTP
<b>1d Wetland Delineation</b>	11 month following NTP
<b>2a 60% Submittal</b>	9 months following NTP
<b>2b 100% Submittal</b>	8 months following 60% Review
<b>2c Final Submittal</b>	<sup>2</sup> 2 months following 100% Review
<b>3a Permitting</b>	<sup>2</sup> 2 month to develop permit package following 60% Submittal; estimate 6 months of agency review

<sup>1</sup> Task 1 Data Collection schedules assume that the City can provide access to all sites within the timeframes listed, and that the areas of data collection are accessible by necessary equipment and authorized for minimal clearing.

<sup>2</sup>Tasks 2 and 3 Design and Permit submittal schedules contingent upon timely Permit package submittal and continuation to 100% and Final submittals will not occur without initial property acquisition commitments for the proposed stormwater pond site and other easement(s).

**Compensation**

We propose a lump sum fee of \$1,048,299.00 for the professional services and deliverables described herein. Please refer to the attached fee schedule for basis.

**Proposal Conditions and Assumptions**

Additional services other than those specifically listed herein are excluded from the project scope of services; these exclusions may not be limited to the following:

- Public involvement and meetings
- Permitting fees
- Landscaping, Lighting, or Structural Design
- Construction phase services, to include construction engineering inspection (CEI) services
- Real estate services including appraisal
- Preparing to serve or serving as an expert witness in connection with any public hearing or legal proceeding