

**NOTICE OF SHORELINE TASK FORCE REGULAR MEETING
CITY OF SOUTH PADRE ISLAND**

TUESDAY, APRIL 12, 2022

3:00 PM AT THE MUNICIPAL COMPLEX BUILDING

2ND FLOOR CITY COUNCIL CHAMBERS

4601 PADRE BOULEVARD SOUTH PADRE ISLAND, TX 78597

1. Call to Order

2. Pledge of Allegiance

3. Public Comments and Announcements

This is an opportunity for citizens to speak to Shoreline Task Force relating to agenda or non-agenda items. Speakers are required to address the board at the podium and give their name before addressing their concerns. [Note: State law will not permit the Shoreline Task Force to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future Shoreline Task Force meeting]

4. Regular Agenda

- 4.1. Discussion and action to approve the minutes from the regular meeting on March 22, 2022. (Hughston)
- 4.2. Discussion and action to provide a recommendation to City Council on a beach and dune permit for 2216 Gulf Boulevard. (Boburka)
- 4.3. Discussion and action to provide a recommendation to City Council on the next phases of the Tompkins Channel maintenance dredging. (Boburka)
- 4.4. Discussion and action to move the regular meeting to be held on April 26, 2022, to April 20, 2022, at 12 pm. (Boburka)
- 4.5. Discussion and action on project ideas for the Coastal Management Program (CMP)'s Cycle 28. (Boburka, Hughston)

5. Adjourn

NOTE:

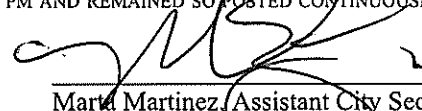
One or more members of the City of South Padre Island City Council may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.

DATED APRIL 8, 2022



Marta Martinez, Assistant City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE SHORELINE TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON APRIL 8, 2022, AT/OR BEFORE 3:00 PM AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.



Marta Martinez, Assistant City Secretary

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, GEORGE MARTINEZ AT (956)761-8103.



Agenda: APRIL 12, 2022

**CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM**

MEETING DATE: April 12, 2022

NAME & TITLE: Kristina Boburka, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action to approve the minutes from the regular meeting on March 22, 2022. (Hughston)

ITEM BACKGROUND

Approval of the regular meeting minutes from March 22, 2022.

BUDGET/FINANCIAL SUMMARY

None.

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

Sent to Legal:

Approved by Legal:

RECOMMENDATIONS/COMMENTS:

**MINUTES OF REGULAR MEETING
CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE**

Tuesday, March 22nd, 2022

I. CALL TO ORDER.

The Shoreline Task Force of the City of South Padre Island, Texas, held a regular meeting on Tuesday, March 22nd, 2022, at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Chairman Robert Nixon called the meeting to order at 3:00 p.m. A quorum was present with Chairman Robert Nixon, Task Force Vice Chairman Stormy Wall, Task Force Members Abbie Mahan, Michael Sularz, Norma Trevino, Todd Williams, and Carol Bolstad.

City staff present included: City Manager Randy Smith, Shoreline Director Kristina Boburka, and Coastal Coordinator Erika Hughston.

II. PLEDGE OF ALLEGIANCE.

Chairman Robert Nixon led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS:

Task Force Member Bolstad gave congratulations on the continued efforts of the Shoreline Operations crew and interest in current high tides.

IV. REGULAR AGENDA

I. DISCUSSION AND ACTION TO APPROVE THE MINUTES FROM THE REGULAR MEETING ON MARCH 8TH, 2022. (HUGHSTON)

Task Force Member Sularz made a motion to approve the minutes, seconded by Task Force Member Wall. Motion passed unanimously.

II. DISCUSSION AND ACTION TO PROVIDE A RECOMMENDATION TO CITY COUNCIL ON THE PRELIMINARY PLANS FOR SEA ISLAND CIRCLE IMPROVEMENTS UNDER THE COASTAL MANAGEMENT PROGRAM (CMPS)'S CYCLE 26. (BOBURKA, HUGHSTON)

Task Force Member Wall made a motion to recommend the preliminary plans to City council, seconded by Task Force Member Sularz. Discussion was held on the possible

relocation of proposed amenities. Task Force Member Bolstad voted in the opposition. Motion passed six in favor to one opposed.

III. DISCUSSION AND ACTION TO PROVIDE A RECOMMENDATION TO CITY COUNCIL ON THE PRELIMINARY PLANS FOR THE MARISOL BOAT RAMP UNDER THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND RESTORE ACT GRANTS.(BOBURKA, HUGHSTON)

Task Force Member Bolstad made a motion to recommend the preliminary plans to City council, seconded by Task Force Member Sularz. Motion passed unanimously.

V. ADJOURNMENT.

There being no further business, Chairman Nixon adjourned the meeting at 3:51 p.m.

Erika Hughston, Coastal Coordinator

Robert Nixon, Chairman

**CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM**

MEETING DATE: April 12, 2022

NAME & TITLE: Kristina Boburka, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action to provide a recommendation to City Council on a beach and dune permit for 2216 Gulf Boulevard. (Boburka)

ITEM BACKGROUND

The applicant, 2216 Gulf Boulevard (Edgewater Condominiums), has submitted a beach and dune application to construct a new 80-foot ADA ramp from their retaining wall and into the dunes. The ramp will terminate before the line of vegetation and a mat will be placed at the end to get residents to the line of vegetation.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

Chapter 9: Shoreline

LEGAL REVIEW

Sent to Legal:

Approved by Legal:

RECOMMENDATIONS/COMMENTS:



Beach & Dune Application

City of South Padre Island
4601 Padre Blvd.
South Padre Island, TX 78597
Phone: (956) 761-8111
Fax: (956) 761-3898

Site for Proposed Work

Legal Description: Beachfront Lot 1,2,3,4 Block 26 Physical Address: 2216 Gulf Blvd S.P.I., TX
Padre Beach Section 3

Property Owner Information

Name: Furcron Management
Mailing Address: 4800 Padre Blvd
City: SPIT State: TX
Zip: 78597 Country: USA
Phone Number: (956) 761-7696
Fax Number: (956) 761-6966
E-Mail Address: Bickey@furcronrealtors.com

I / We, owners of the above-mentioned property, authorize the applicant stated above, to act in my behalf in order to acquire a Beach and Dune permit for the construction proposed below. (owner initials here)

Owner(s) Signature(s): [Signature]
Date: 12/21/21

Applicant / Agent for Owner

Name: H2O Construction - Chris Ham
Mailing Address: P.O. Box 532845
City: Harlingen State: TX
Zip: 78553 Country:
Phone Number: (956) 495-6953
Fax Number:
E-Mail Address: chamby2136@aol.com

Applicant Signature: [Signature]
Date: 12/21/21

Project Description

Describe with as much as detail as possible, the construction proposed. If more room is needed, please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.

New Handicap ramp

Total Square Footage of Footprint of Habitable Structure: 400 sq.
Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): NONE
Percentage Impervious Surface [(impervious surface / habitable footprint)* 100]: 0

Please Note: the percentage of impervious surface cannot exceed 5% in an eroding area.

Approximate Duration of Construction: 2 months

Financial Plan for the Removal of All Hard Structures

All properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the City of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The City accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.

Type of Plan Submitted:

Engineered

Date Submitted:

12/21/21

Drainage

Describe the impact that the proposed construction will have on the natural drainage pattern on the site and adjacent lots.

☒ No change in the drainage on site.

☐ The proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)

Explanation / Other Information:

Impacts to Beach / Dune System

Answer each question as completely as possible in narrative form.

1. What damage will this proposed construction have on the dune vegetation located at the project site?

☐ No damage to dune vegetation whatsoever.

☐ The proposed construction will impact 7 % of the dune vegetation site. (An explanation of the "impact" will be required.)

☒ The proposed construction will require the removal and relocation of 7 % of the dune vegetation on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: The removal of plants will occur to straighten the path.
They will be relocated to the bare areas. the area is $15' \times 4' = 60 \text{ sf}$ of dune vegetation

2. How will the proposed construction alter the dune size/shape at the project site?

☒ No change to dune size/shape whatsoever.

☐ The proposed construction will change _____ % of the size/shape of dunes on site. (Details will be required.)

☐ The proposed construction will require the removal and relocation of _____ % of the dunes on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information:

3. How will the proposed construction change the hydrology of the dunes at the project site?

☒ No change to dune hydrology whatsoever.

☐ The proposed construction will impact dune hydrology on site. (Details will be required.)

Explanation / Other Information:

4. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation.

5. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access.

Mitigation Plan

Describe the methods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation.

Explanation / Other Information: _____

Financial Plan for Dune Mitigation:

If required by the City Council, a financial guarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation takes place as proposed and required of the applicant.

Type of Plan Submitted: _____ Date of Submission: _____

Checklist of Additional Required Application Information

An accurate map, plat or site plan showing:

- ☒ 1. Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
- ☒ 2. Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
- ☐ 3. Location of the Historical Building Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the north and to the south.
- ☒ 4. Location and elevation of existing retaining walls - both on the subject property and those properties immediately adjoining the subject property to the north and to the south.
- ☒ 5. Location of proposed structure(s) - if proposing the construction of a retaining wall, please also include the proposed elevation of the retaining wall.
- ☒ 6. Location of proposed driveways, parking areas (showing the # of proposed parking spaces) and landscape areas.
- ☒ 7. Location of all existing and proposed beach access paths and/or dune walkovers.
- ☒ 8. Location and extent of any man-made vegetated mounds, restored dunes, fill activities, or any other pre-existing human modifications on the tract.
- ☒ 9. Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and scales) and the proposed contours of the final grade.

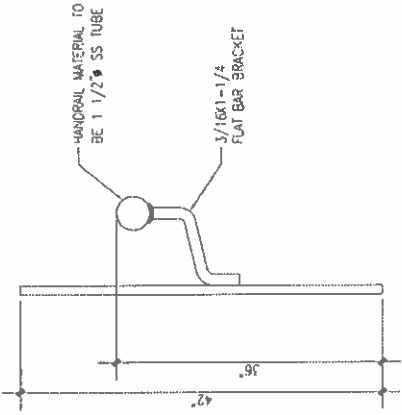
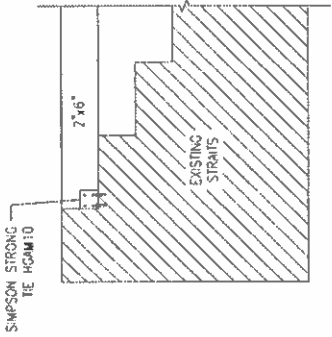
Other required application information:

- ☐ 1. A grading and layout plan showing proposed contours for the final grade.
- ☐ 2. The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
- ☐ 3. Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract within the last 6 months.
- ☒ 4. Copy of the Flood Rate Map showing the location of the subject property (<https://msc.fema.gov/portal/home>)
- ☒ 5. Copy of the Historical Erosion Rate Map as determined by the University of Texas at Austin, Bureau of Economic Geology (<https://coastal.beg.utexas.edu/shorelinechange2012>)
- ☐ 6. Application Fee of \$180 for Staff Approved applications and \$300 for City Council Approved applications.

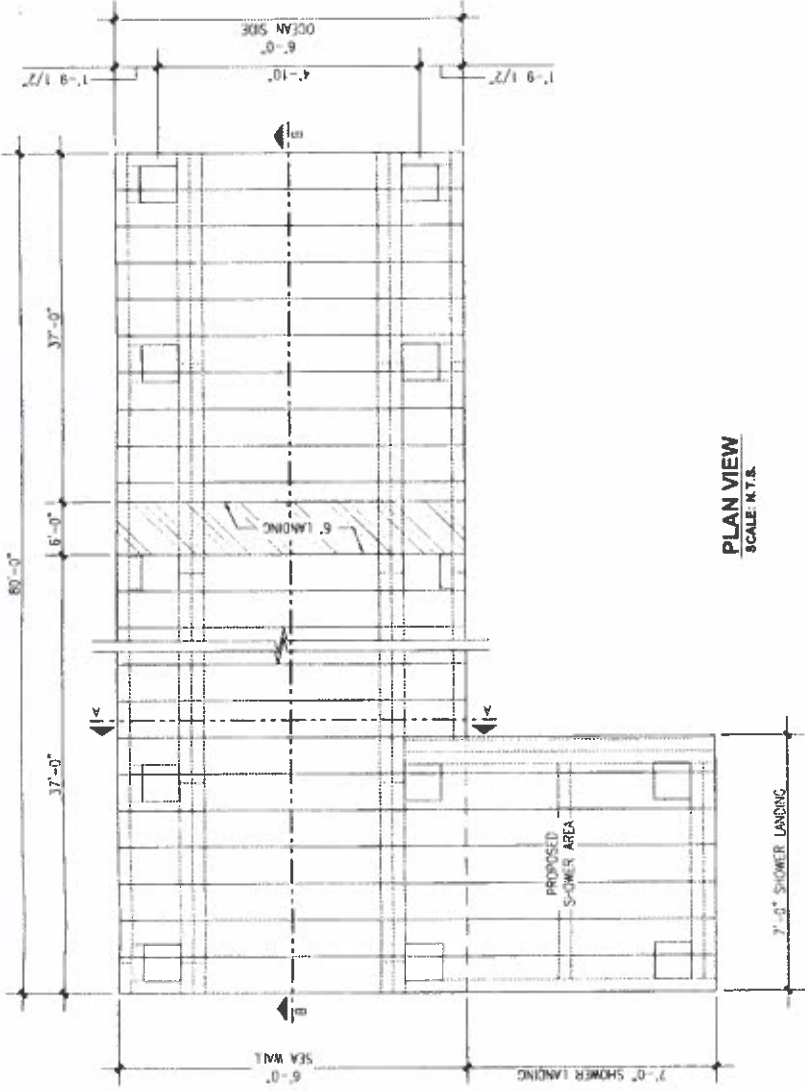
Your application is not complete unless all information requested above is submitted.

GENERAL NOTES

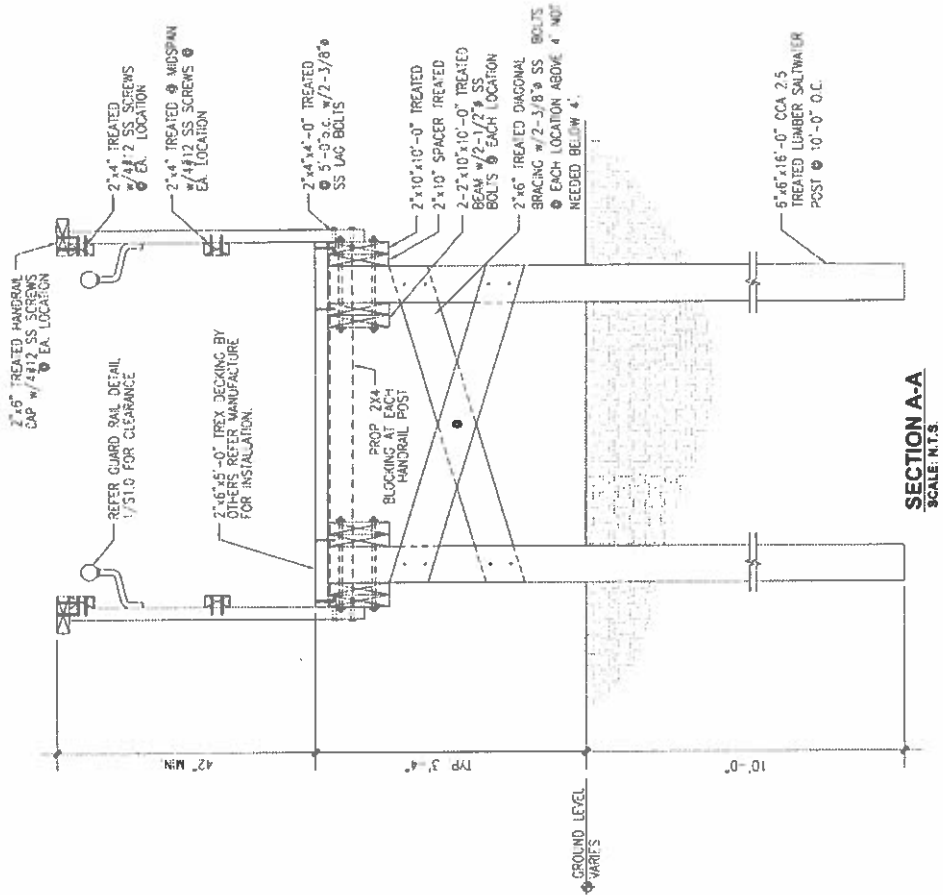
- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS.
- STRUCTURAL DESIGN LOAD: ASCE 7-16
LIVE LOAD: 100 PSF
DEAD LOAD: WEIGHT OF MATERIAL TO PSF MIN.
- ALL LUMBER: PRESSURE TREATED LUMBER 0.6 CCA, U.N.D. AND TRX DECK MEMBERS.
- ALL POSTS IN SAND TO BE H2.5 SALT WATER TREATED.
- THE WALK OVER CONSTRUCTION WILL MEET THE REQUIRED CODES FOR 2018 IBC AND 2015 IAS TOWN OF SOUTH PADRE ISLAND.
- SLOPED WALKWAYS TO MEET ADA MAX 1:12 SLOPE.
- HANDRAIL REQUIRED AT 1:12 SLOPED RAMP AT END OF BOARDWALK, END OF HANDRAIL TO BE CORDED INTO LAST POST.
- BRACING ONLY NECESSARY FOR EXPOSED POST HEIGHT ABOVE 4'.
- PRESERVATIVE RATING OF CCA 0.6 LB/C.U. F.T. FOR ALL LUMBER ON THE BOARD WALK WITH THE EXCEPTION OF THE POST TO BE CCA 0.25.
- WALK OVER CONSTRUCTION WILL MEET THE CITY OF SOUTH PADRE ISLAND BUILDING CODES.
- CONTRACTOR TO INSTALL PIERS BY WATER JETTING. ALL PIERS WILL BE FOUNDED 10' BELOW GRADE.
- MARKINGS ON PIERS WILL BE VISIBLE.
- 12.6'x6' LANDING AT 37' IN MID SECTION ALONG RAMP TO COMPLY WITH IAS 405 RAMPS.



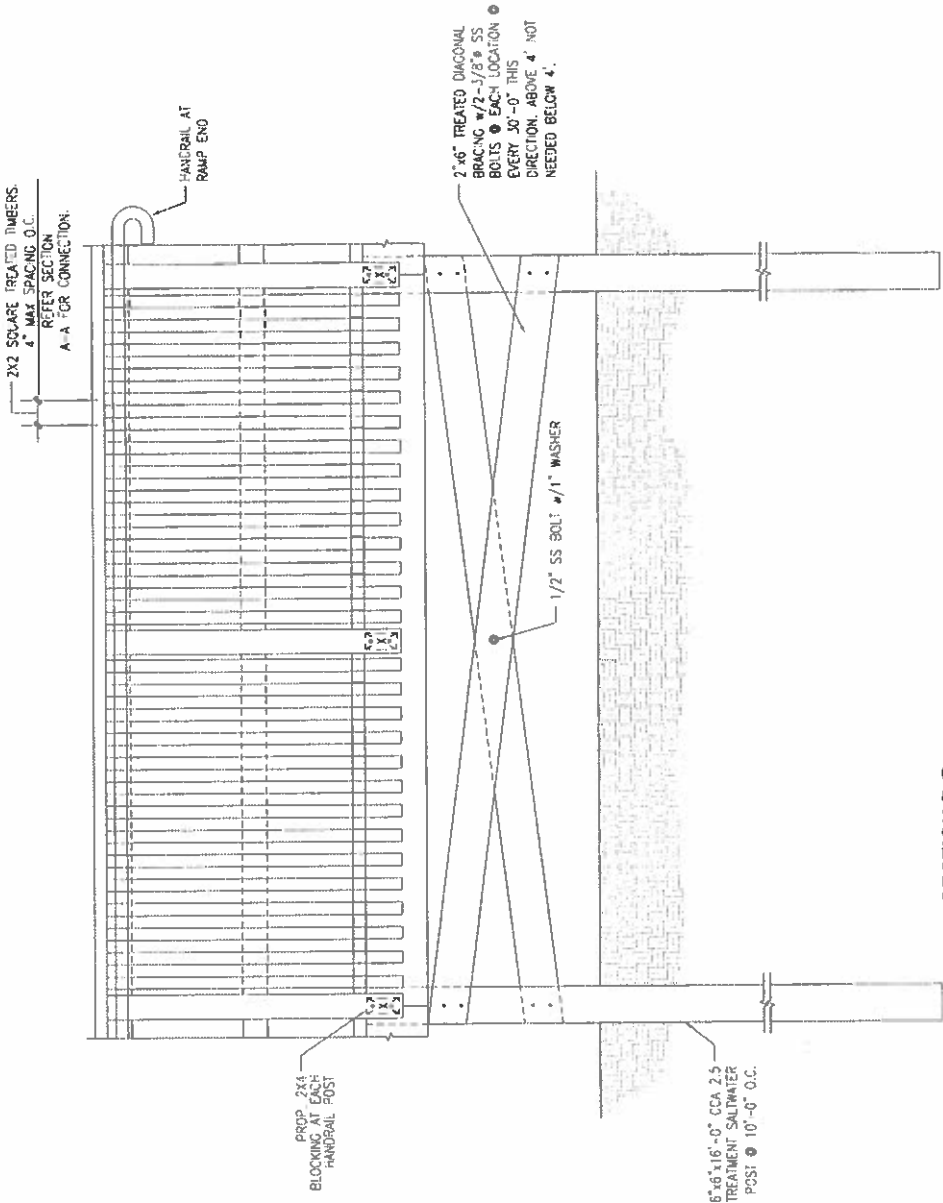
1 GUARD RAIL SECTION
SCALE: N.T.S.



PLAN VIEW
SCALE: N.T.S.



SECTION A-A
SCALE: N.T.S.



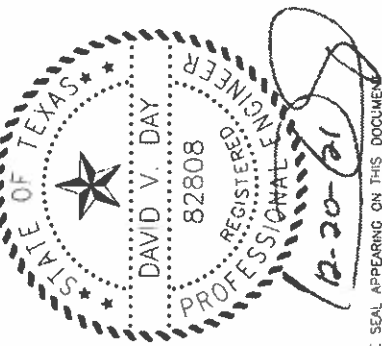
SECTION B-B
SCALE: N.T.S.

EDGEWATER CONDOMINIUMS

2216 GULF BLVD.,
SOUTH PADRE ISLAND, TX

STRUCTURAL ENGINEER
CASA
ENGINEERING
Civil & Structural Associates
11727 N. Shoreline Rd. Suite 2
Houston, TX 77052
Phone 956-628-7700
www.casaeng.com

TEXAS REGISTERED ENGINEERING FIRM F-84833



THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY DAVID V. DAY, P.E.
WHO HAS BEEN ATTESTED BY THE STATE
OF TEXAS AS A REGISTERED PROFESSIONAL
ENGINEER. NO OTHER PERSON OR FIRM
RESPONSIBLE ENGINEER IS AN OFFENSE UNDER
THE TEXAS ENGINEERING PRACTICE ACT.

CONTRACTOR

SHEETS

S1.0 PLAN AND SECTION VIEWS

REV.	DESCRIPTION	BY	DATE

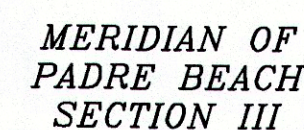
PROJECT NO	H213096-01		
DATE	12-20-2021		
DRAWN BY	NC	CHECKED BY:	CA
APPROVED BY	DVD		
DRAWING TITLE			

PLAN AND
SECTION VIEWS

SHEET NO.

S1.0

1. THIS TRACT LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND FLOOD ZONE "VE" (ELEV. 11) AS SHOWN, PER F.I.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 480115, PANEL NO. 0510-F, EFFECTIVE FEBRUARY 16, 2018.



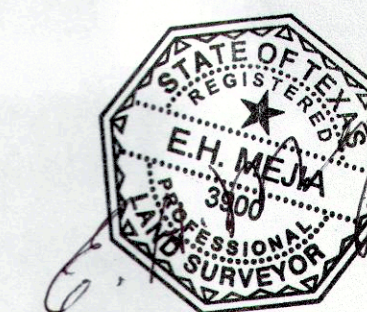
THIS AREA IS SUBJECT TO THE RIGHT OF WAY THE PUBLIC TO THE USE OF ANY LAND EXTENDING FROM THE MEAN LOW TIDE LINE TO THE VEGETATION LINE AS DEFINED BY CHAPTER 61, NATURAL RESOURCES CODE

CONTOUR OF ELEVATION +0.4' SURVEYED FOR
MEAN HIGHER HIGH TIDE LINE ON DECEMBER
03, 2021. (N.A.V.D. 1988)

CONTOUR OF ELEVATION -1.1' SURVEYED FOR
MEAN LOWER LOW TIDE LINE ON DECEMBER
03, 2021 (N.A.D. 1088)

SCALE: 1" = 20'
SURVEYED FOR

NOTE: ELEVATIONS ARE REFERENCED TO N.G.S. BENCHMARK "C1436" (ELEV. 4.82')
UTILIZING GLOBAL POSITION SYSTEM METHODS (G.P.S.) (N.A.V.D. 1988)



Engineering *Surveying*
T.B.P.E. Reg. No. F-002670
T.B.P.L.S Reg. No. 10023900
1643 West Price Road (956) 544-3022
P.O. Box 3761 Brownsville, Texas 78520
Fax (956) 544-3068

G.F. NO. N/A

JOB NO. 21661
KEILA POSADA

H2O CONSTRUCTION SERVICES, INC.
PO BOX 532845
HARLINGEN, TEXAS 78553
(956)425-9922
(956)428-7174 FAX

January 15, 2022

City of South Padre Island
4601 Padre Blvd
South Padre Island, Texas

RE: Mitigation Plan for dune disturbance at 2216 Gulf Blvd

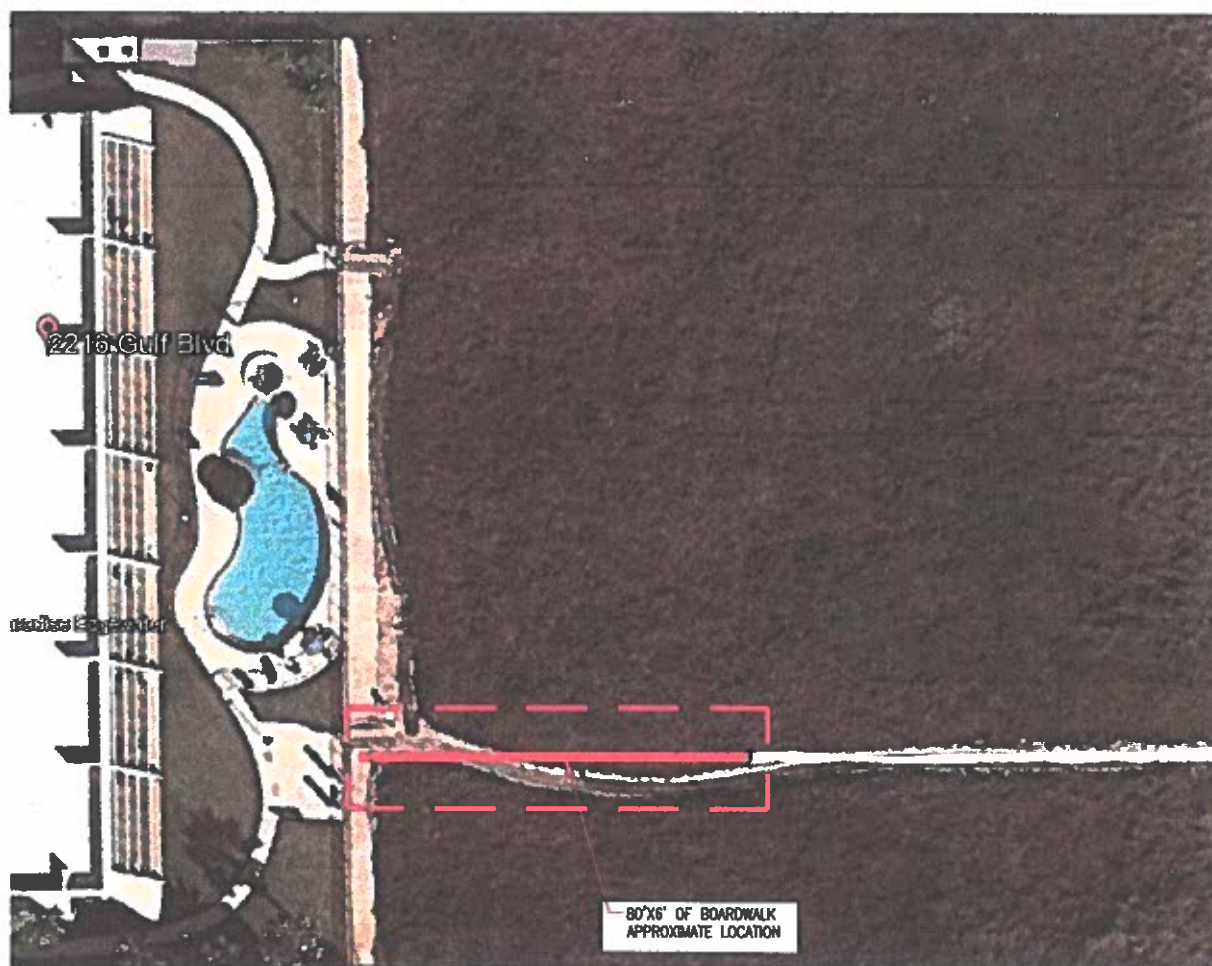
Plan of Action:

1. Remove debris off of dune area and dispose of off site
2. Reestablish disturbed dunes to their natural elevation
3. The dune area impacted is approximately 60' X 6' and 10'X6' total of 420 square feet or 15.55 cubic yards of dune volume.
4. Replant with appropriate species of native plants to the above referenced disturbed area
5. Water plants as necessary to establish growth
6. Monitor disturbed area until new plants fully established

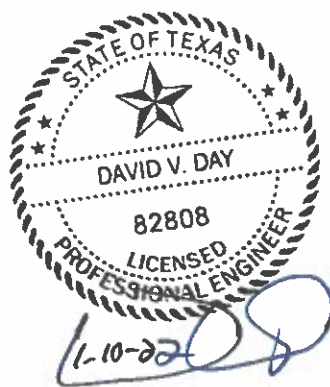
Sincerely,



Chris Hamby
President



RED: WOOD DECK WALKOVER
 WHITE: mobi mat 200 L.F.

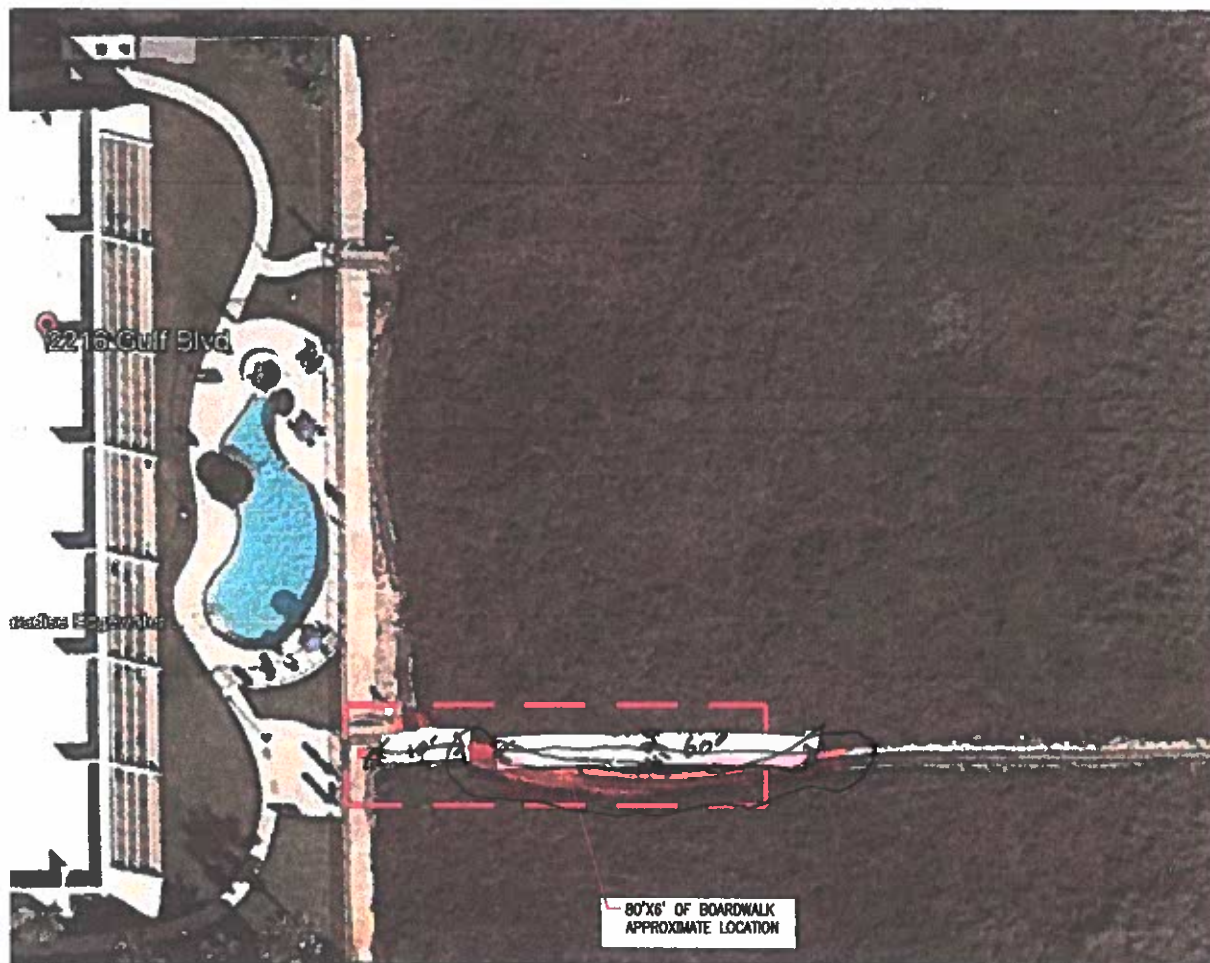


CASA
ENGINEERING
 Civil & Structural Associates
 1117 N. Stuart Place R.A. Suite E
 Harlingen, TX 78552
 Phone 956.428.7900
 www.casaeengr.com

TEXAS REGISTERED ENGINEERING FIRM F-8483

SITE LOCATION
 SCALE: NTS

DATE: 01-10-2022	DRAWN BY: NC	CHECKED BY: DVD
JOB NO. H213096-01 EDGEWATER CONDOMINIUMS 2216 GULF BLVD., SPI, TX	S2.0	



$60' \times 6' = 360 \text{ SF}$
 $10' \times 6' = 60 \text{ SF}$
 $\text{Total} = 420 \text{ SF}$
 $1' \text{ high}$
 $= 420 \text{ CF} / 27 =$
 $= 15.55 \text{ cubic yards}$



CASA
ENGINEERING
 Civil & Structural Associates
 1117 N. Stuart Place Rd. Suite E
 Harlingen, TX 78552
 Phone 956.428.7900
 www.casaengr.com

Old trail to be filled in with
 plants 420 SF at 1:1 ratio

SITE LOCATION
 SCALE: NTS



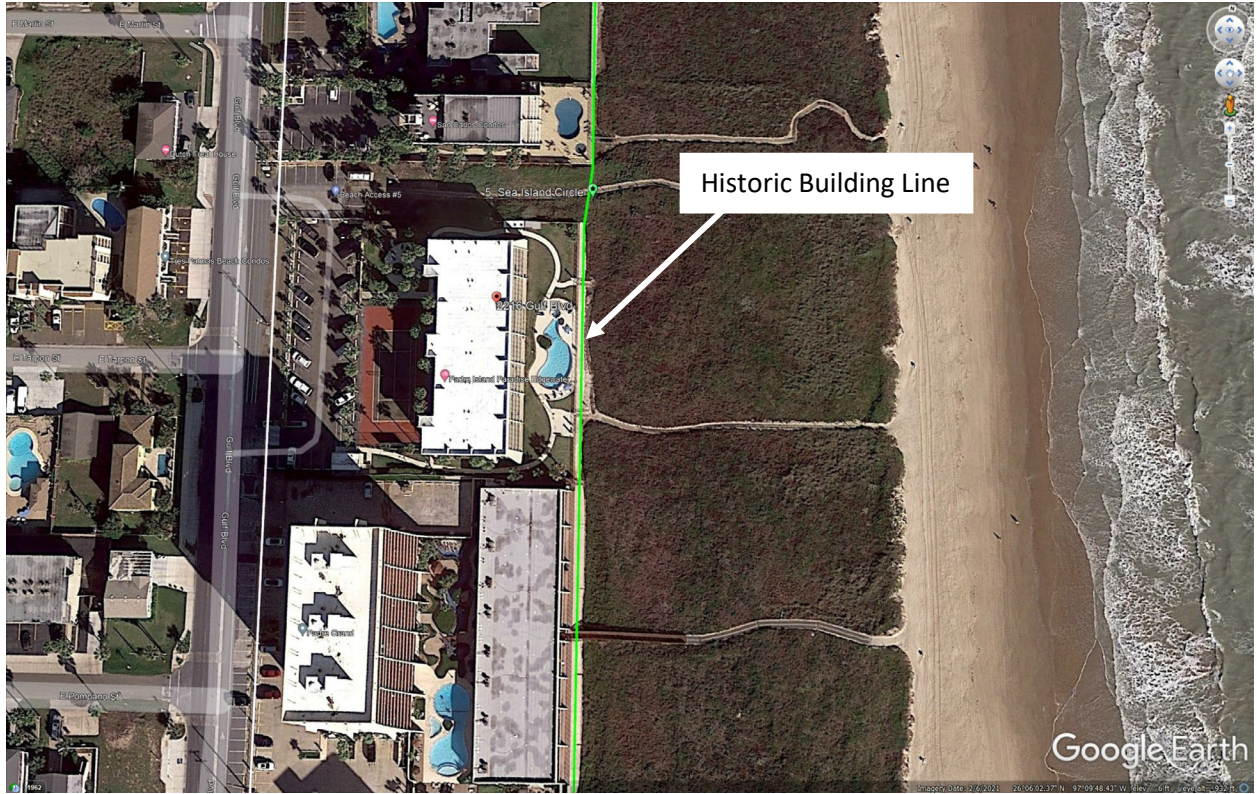
TEXAS REGISTERED ENGINEERING FIRM F-8483		
DATE: 01-10-2022	DRAWN BY: NC	CHECKED BY: DVD
JOB NO. H213096-01 EDGEWATER CONDOMINIUMS 2216 GULF BLVD., SPI, TX		S2.0

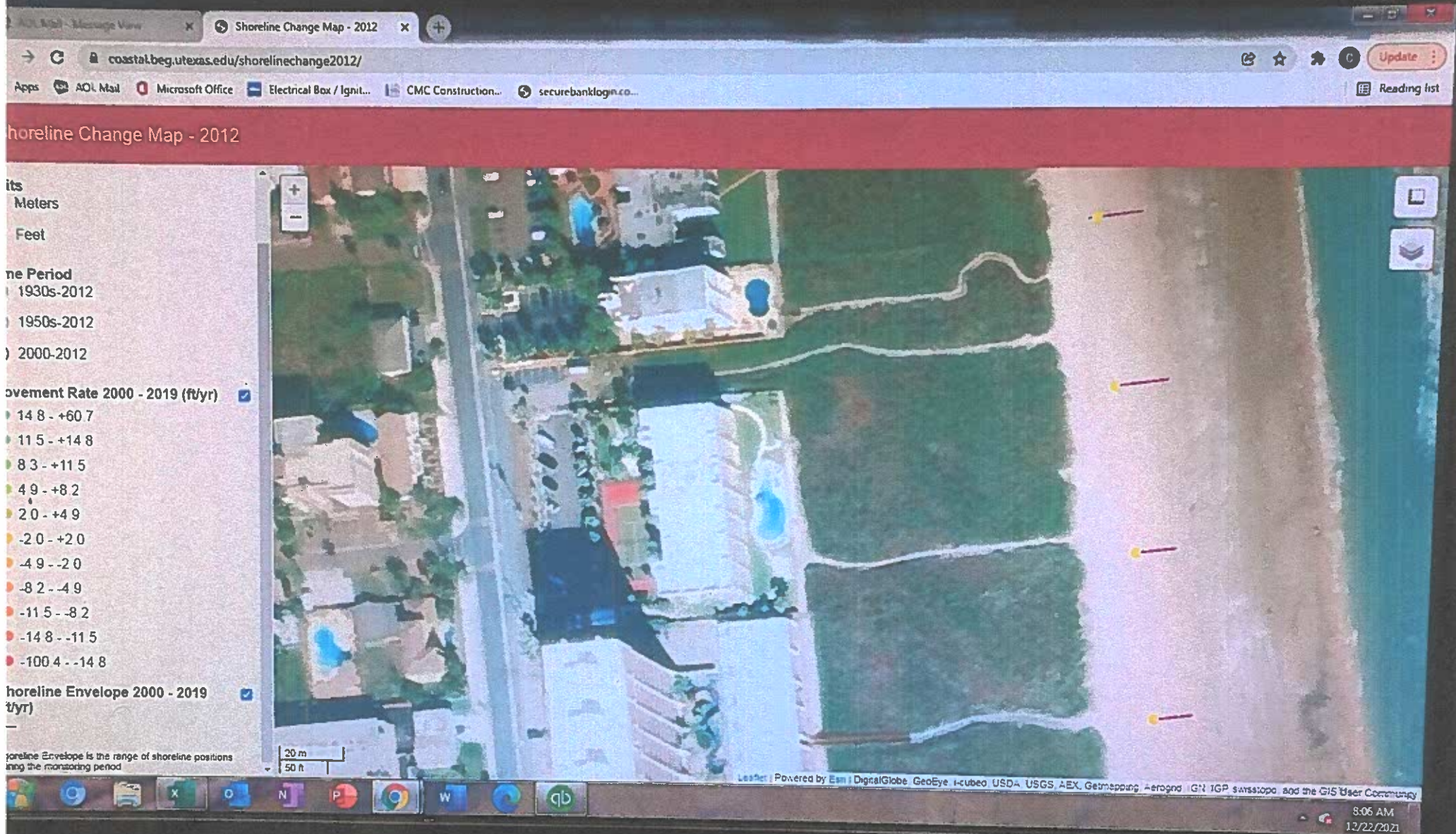


Current photos of Line of Vegetation











FEMA Flood Map Service Center: Search By Address

Navigation

Search

Languages

MSC Home (/portal/)

MSC Search by Address
(/portal/search)

MSC Search All Products
(/portal/advanceSearch)

MSC Products and Tools
(/portal/resources/productsandtools)

Hazus
(/portal/resources/hazus)

LOMC Batch Files
(/portal/resources/lomc)

Product Availability
(/portal/productAvailability)

MSC Frequently Asked
Questions (FAQs)
(/portal/resources/faq)

MSC Email Subscriptions
(/portal/subscriptionHome)

Contact MSC Help
(/portal/resources/contact)

Enter an address, place, or coordinates: ?

2216 Gulf Boulevard South Padre Island 78597

Search

Whether you are in a high risk zone or not, you may need [flood insurance \(https://www.fema.gov/national-flood-insurance-program\)](https://www.fema.gov/national-flood-insurance-program) because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about [steps you can take \(https://www.fema.gov/what-mitigation\)](https://www.fema.gov/what-mitigation) to reduce flood risk damage.

Search Results—Products for SOUTH PADRE ISLAND, CITY OF

Show ALL Products » (<https://msc.fema.gov/portal/availabilitySearch?addcommunity=480115&communityName=SOUT>)

The flood map for the selected area is number 48061C0510F, effective on 02/16/2018 ?

DYNAMIC MAP



MAP IMAGE



(<https://msc.fema.gov/portal/downloadProduct?>

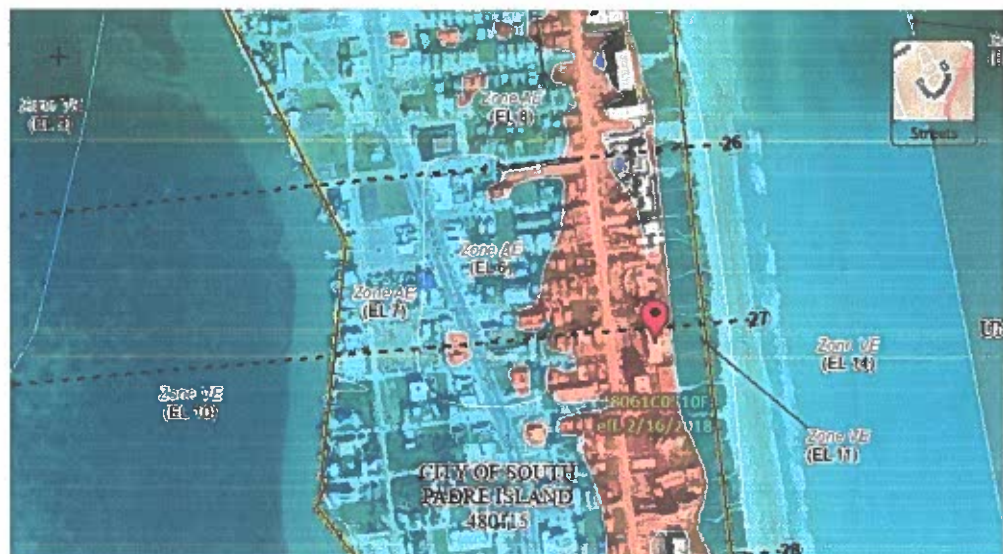
[productTypeID=FINAL_PRODUCT&productSubTypeID=FIRM_PANEL&productID=48061C0510F](https://msc.fema.gov/portal/downloadProduct?productTypeID=FINAL_PRODUCT&productSubTypeID=FIRM_PANEL&productID=48061C0510F))

Changes to this FIRM ?

Revisions (1)
Amendments (0)
Revalidations (0)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette. If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a map specialist (<https://msc.fema.gov/portal/resources/contact>).

Go To NFHL Viewer » (<https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d>)



H2O CONSTRUCTION SERVICES, INC.
PO BOX 532845
HARLINGEN, TEXAS 78553
(956)425-9922
(956)428-7174 FAX

January 18, 2022

Padre Grand
~~Star Castle~~ Condos
2100 Gulf Blvd
South Padre Island, Texas

RE: Mitigation Plan for dune disturbance at 2216 Gulf Blvd

To Whom It May Concern:

H2O Construction plans to mitigate the disturbance of the dunes as per the attached mitigation plan after construction of a 80 linear feet dune walkover,. If you have any questions please feel free to contact me at 956.425.9922

Sincerely,


Chris Hamby
President

H2O CONSTRUCTION SERVICES, INC.
PO BOX 532845
HARLINGEN, TEXAS 78553
(956)425-9922
(956)428-7174 FAX

January 18, 2022


San Carlos Condos
2300 Gulf Blvd
South Padre Island, Texas

RE: Mitigation Plan for dune disturbance at 2216 Gulf Blvd

To Whom It May Concern:

H2O Construction plans to mitigate the disturbance of the dunes as per the attached mitigation plan after construction of a 80 linear feet dune walkover,. If you have any questions please feel free to contact me at 956.425.9922

Sincerely,


Chris Hamby
President

MEMORANDUM

TO: Natalie Bell, General Land Office
FROM: Kristina Boburka, Shoreline Director
DATE: January 19, 2022
RE: Preliminary determination on proposed ADA ramp at 2216 Gulf Boulevard, South Padre Island, TX 78597

The enclosed application materials present plans to create an ADA ramp from the property's retaining wall and extended out 80 feet into the dunes. The property currently has stairs from the retaining wall that lead down to an at grade path with matting which extends out to the line of vegetation. This project would allow for the construction of a ramp for condo residents and visitors to access the beach. The ramp will be 80 feet long and 6 feet wide. The ramp will go straight out into the dunes, which will cause some damages to the dunes and dune vegetation. At the end of the ramp, matting will remain on the current path to lead out to the line of vegetation.

There will be 60 square feet of damages from the retaining wall to 10 feet out and 360 square feet of vegetation damages from 20 feet in front of the retaining wall and out to the end of the ramp (80 feet out from the retaining wall). The portion between 10 feet and 20 feet out from the retaining wall does not anticipate any damages since construction will occur where the current path is now. Mitigation for the anticipated 420 square feet of damages will be done with native dune vegetation (bitter panicum, sea oats, etc.) and planted within the current path and underneath the constructed ramp. The height of the walkover will be 3'4" above the current path to allow for sunlight and rain to reach the dunes underneath.

There will be 15.55 cubic yards of damage to the dunes from the construction of the ramp. This sand will remain east of the Historic Building Line and be used to fill in the path prior to the mitigation plantings taking place.

With consideration given to conformance with TAC regulations our preliminary determination is that:

1. The proposed activity will not reduce the size of the public beach. [TAC 15.5 (b)(1)]
2. The proposed activity does not appear to involve construction upon the public beach. [TAC 15.5 (c)(1)]
3. The proposed activity will not encroach upon the public beach. [TAC 15.5 (c)(1)]

With consideration given to the City's *Dune Protection and Beach Renourishment and Access Plan* [B&D Ord. Section 22-10]:

1. The proposed activity will not result in the potential for increased flood damage to the subject property or adjacent properties.
2. The proposed activity will not result in run-off or drainage patterns that aggravate erosion on and off the site.
3. The proposed activity will cause no changes to the existing dune hydrology east of the Historic Building Line.

MEMORANDUM

4. The proposed activity will result in no adverse effects on dune complexes of vegetation.
5. The proposed activity will not significantly increase the potential for washover or blowouts.

A handwritten signature in black ink, appearing to read 'Kristina Boburka', with a stylized, flowing script.

Kristina Boburka
Shoreline Director



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 16, 2022

Via Electronic Mail

Kristina Boburka
Director, Shoreline Management Department
City of South Padre Island
321 Padre Blvd.
South Padre Island, Texas 78597

Beachfront Construction Certificate & Dune Protection Permit in the City of South Padre Island

Site Address: 2216 Gulf Boulevard, South Padre Island
Legal Description: Edgewater Condos, Lots 1-4, Block 26, Padre Beach, Section 3
Lot Applicant: Mickey Furcron Mgmt c/o Chris Hamby
GLO ID No.: BDSPI-22-0020a

Dear Ms. Boburka,

The General Land Office (GLO) has reviewed the application materials submitted for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes to construct an 80 foot long and 6-foot-wide dune walkover and an elevated shower in an area landward of the Setback Line (SBL). The applicant also proposes to mitigate for adverse effects to 420 square feet of dune vegetation and approximately 15.5 cubic yards of dunes in an existing at grade pathway. According to the Bureau of Economic Geology, the area is accreting.

Based on the materials forwarded to our office for review, we have the following comments:

Mitigation

- The applicant must restore or repair dune vegetation using indigenous vegetation that will achieve the same protective capability or greater capability as the surrounding natural dunes.¹
- The mitigated dunes must be continuous with any surrounding naturally formed dunes and must approximate the natural position, contour, volume, elevation and vegetative cover of any naturally formed dunes in the restoration area.²
- The City must require the applicant to conduct mitigation and compensation efforts continuously until the dune vegetation is equal or superior to the pre-existing dune vegetation. These efforts shall include preservation and maintenance pending completion of mitigation and compensation.³

¹ 31 Tex. Admin. Code § 15.4(f)(3)(A)(iv).

² 31 Tex. Admin. Code § 15.7(e)(3).

³ 31 Tex. Admin. Code § 15.4(g)(2).

- The City shall determine a mitigation and compensation project is complete when the dune restoration project's position, contour, volume, elevation, and vegetative cover have reached a level that matches or exceeds the surrounding naturally formed dunes.⁴
- The City shall provide written notification to the GLO after determining that the mitigation and compensation is complete. The GLO may conduct a field inspection to verify compliance.⁵

Dune Walkover

- Concrete may not be used to stabilize the base of the pilings for the dune walkover.⁶
- The deck of the walkover must be of sufficient elevation to allow for the growth of dune vegetation and the migration of dunes to the greatest extent practicable.⁷
- The proposed dune walkover should be constructed to allow rain and sand to pass through the decking. The GLO recommends placing the slats that form the deck of the walkover at least ½-inch apart.
- The walkway height above the dunes should be at least one to one and a half times its width (three feet minimum) to allow rain and sunlight to reach vegetation underneath.
- Construction of the proposed dune walkover should conform to the GLO's guidelines provided in the Dune Protection and Improvement Manual for the Texas Gulf Coast, which is located at <http://www.glo.texas.gov/coast/coastal-management/forms/files/dune-protection-manual-gpb.pdf>.

If you have any questions, please contact me at (512) 463-0413 or at natalie.bell@glo.texas.gov.

Sincerely,



Natalie Bell
Manager, Beach Access & Dune Protection Program
Coastal Resources
Texas General Land Office

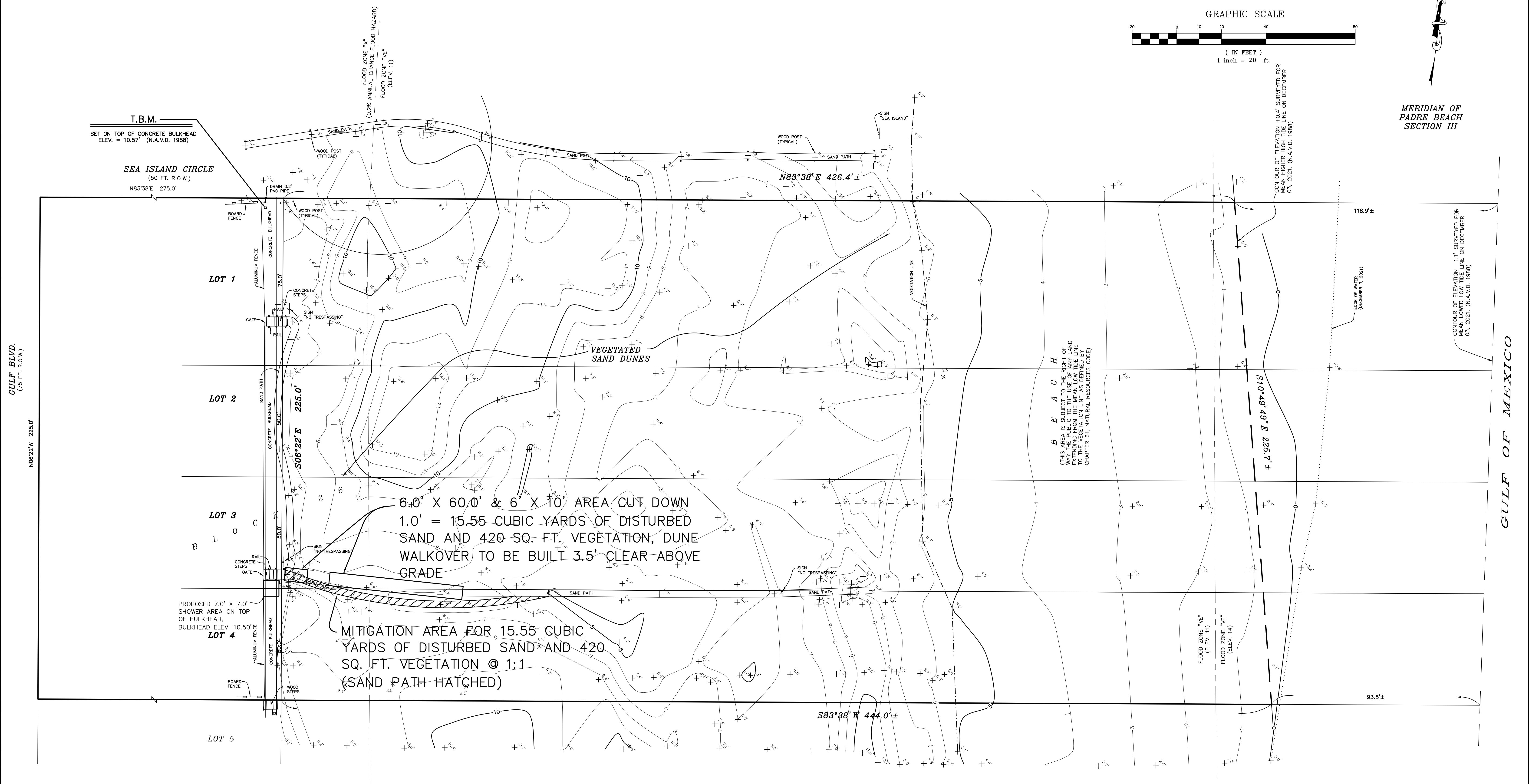
⁴ 31 Tex. Admin. Code § 15.4(g)(3).

⁵ 31 Tex. Admin. Code § 15.4(g)(4).

⁶ 31 Tex. Admin. Code § 15.6(f)(3).

⁷ 31 Tex. Admin. Code § 15.7(g)(3).

NOTES:
1. THIS TRACT LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND FLOOD ZONE "VE" (ELEV. 11) AS SHOWN, PER F.I.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 480115, PANEL NO. 0510-F, EFFECTIVE FEBRUARY 16, 2018.



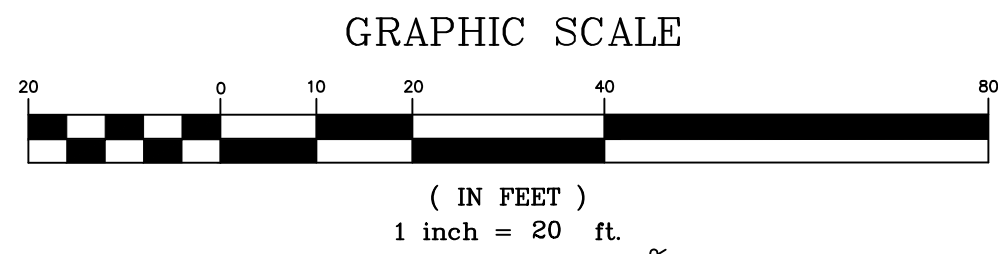
TOPOGRAPHIC SURVEY OF
THE BEACH PORTION LYING EAST OF THE BULKHEAD OF LOTS ONE (1),
TWO (2), THREE (3) AND FOUR (4), BLOCK TWENTY SIX (26), PADRE
BEACH SECTION III, IN THE CITY OF SOUTH PADRE ISLAND, CAMERON
COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN
VOLUME 14, PAGE 32, MAP RECORDS OF CAMERON COUNTY, TEXAS.

SCALE: 1"=20'
SURVEYED FOR
THE EDGEWATER CONDOS
FEBRUARY 22, 2022

NOTE: ELEVATIONS ARE REFERENCED TO N.G.S. BENCHMARK "C1436" (ELEV. 4.82)
UTILIZING GLOBAL POSITION SYSTEM METHODS (G.P.S.) (N.A.V.D. 1988)

Mejia & Rose, Incorporated
Engineering Surveying
T.B.P.E. Reg. No. F-002670
T.B.P.L.S. Reg. No. 10023900
1643 West Price Road (956) 544-3022
P.O. Box 3761 Brownsville, Texas 78520
Fax (956) 544-3068
email: mandrinc@cngmail.com
G.F. NO. N/A JOB NO. 21744
S.TROWBRIDGE

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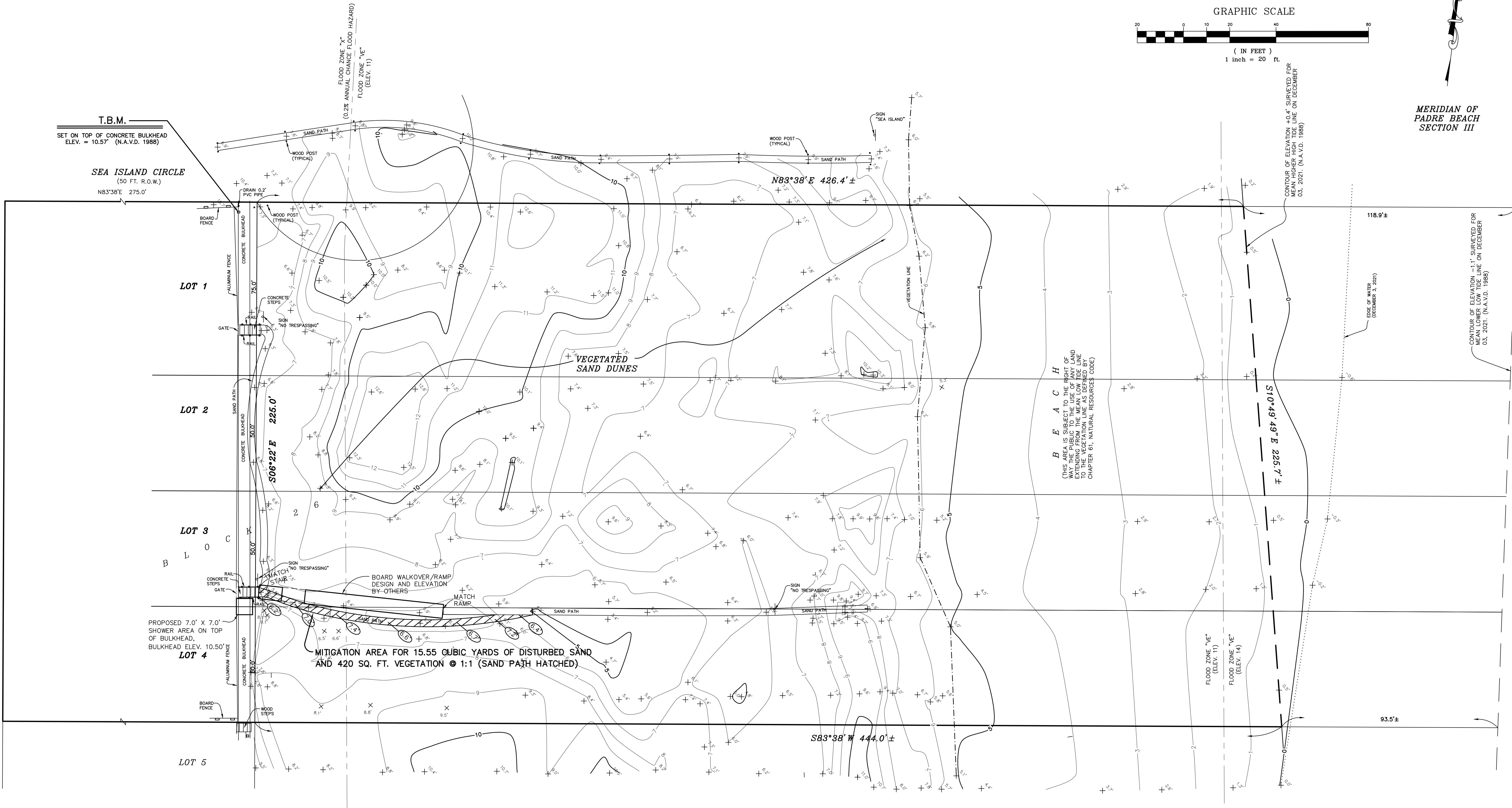


MERIDIAN OF
PADRE BEACH
SECTION III

GULF BLVD.
(75 FT. R.O.W.)

N06°22'W 225.0'

GULF OF MEXICO



LEGEND	
	= EXISTING PAVED SURFACE ELEV. (TWO DECIMALS)
	= EXISTING GROUND ELEV.
	= PROP. PAVEMENT ELEV.
	= PROP. TOP OF SIDEWALK ELEV.
	= PROP. TOP OF CURB ELEV.
	= PROP. FINISHED FLOOR ELEV.
	= PROP. FINISHED GROUND SURFACE ELEV.
	= DIRECTION OF SURFACE DRAINAGE FLOW

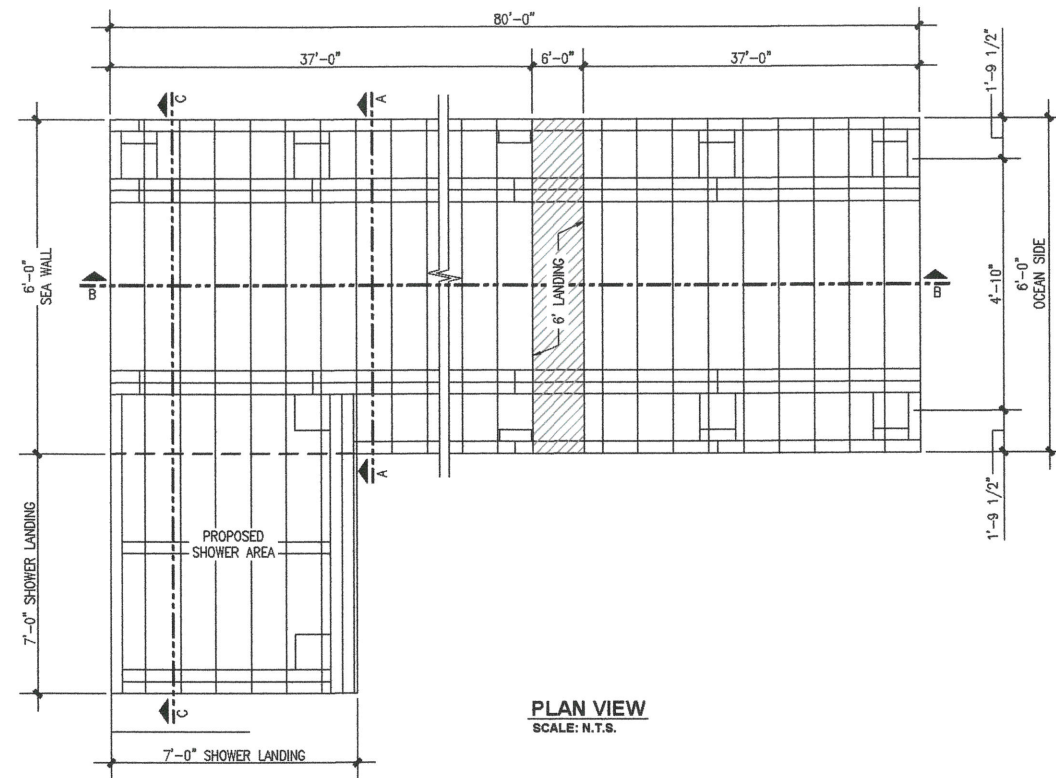
GRADING PLAN OF
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SCALE: 1"=20'
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FEBRUARY 22, 2022

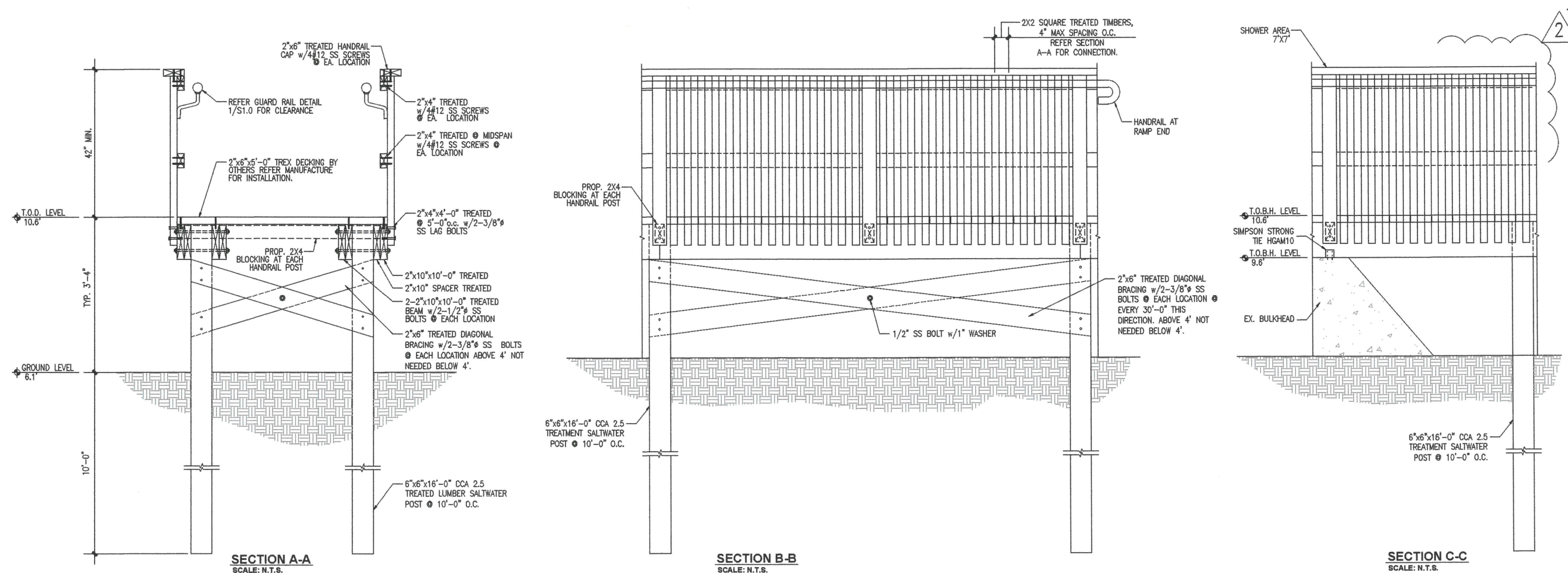
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email: mandrinc@cngmail.com
G.F. NO. N/A JOB NO. 21744
S.TROWBRIDGE

1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS.
- STRUCTURAL DESIGN LOAD: ASCE 7-16
LIVE LOAD: 100 PSF
DEAD LOAD: WEIGHT OF MATERIAL 10 PSF MIN.
2. ALL LUMBER: PRESSURE TREATED LUMBER 0.6 CCA., U.N.O. AND TREX DECK MEMBERS.
3. ALL POSTS IN SAND TO BE H2.5 SALT WATER TREATED.
4. THE WALK OVER CONSTRUCTION WILL MEET THE REQUIRED CODES FOR 2018 IBC AND 2015 TAS TOWN OF SOUTH PADRE ISLAND.
5. SLOPED WALKWAYS TO MEET ADA MAX 1:12 SLOPE.
6. HANDRAIL REQUIRED AT 1:12 SLOPED RAMP AT END OF BOARDWALK
END OF HANDRAIL TO BE CURVED INTO LAST POST.
7. BRACING ONLY NECESSARY FOR EXPOSED POST HEIGHT ABOVE 4'.
8. PRESERVATIVE RATING OF CCA 0.6 LB/C.U. F.T. FOR ALL LUMBER ON THE BOARD WALK WITH THE EXCEPTION OF THE POST TO BE CCA 0.25.
9. WALK OVER CONSTRUCTION WILL MEET THE CITY OF SOUTH PADRE ISLAND BUILDING CODES.
10. CONTRACTOR TO INSTALL PIERS BY WATER JETTING. ALL PIERS WILL BE FOUNDED 10' BELOW GRADE.
11. MARKINGS ON PIERS WILL BE VISIBLE.
12. 6'X6" LANDING AT 37' IN MID SECTION ALONG RAMP TO COMPLY WITH TAS 405 RAMP.



PLAN VIEW
SCALE: N.T.S.



2216 GULF BLVD.,
SOUTH PADRE ISLAND, TX

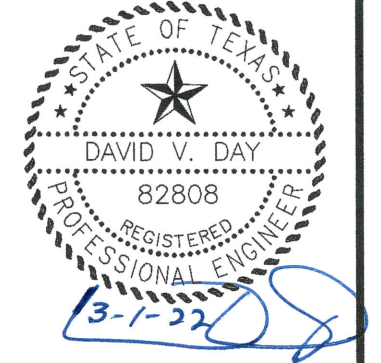
STRUCTURAL ENGINEER

CASA
ENGINEERING

Civil & Structural Associates

1117 N. Stuart Place Rd. Suite Z
Huntington, TX 78552
Phone 956.428.7900
www.casacengr.com

TEXAS REGISTERED ENGINEERING FIRM F-8483



THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY DAVID V. DAY, P.E.
NO. 82808. ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION TO THE
RESPONSIBLE ENGINEER IS AN OFFENSE UNDER
THE TEXAS ENGINEERING PRACTICE ACT.

CONTRACTOR

SHEETS

S1.0 PLAN AND SECTION VIEWS
S2.0 ELEVATION VIEWS
S3.0 SITE LOCATION

REV.	DESCRIPTION	BY	DATE
1	1.ADDED SITE LOCATION SHEET S2.0	NC	01.10.22
2	1.ADDED SHOWER LOCATION SHEET S1.0 & 2.0	JSA	03.01.22

PROJECT NO. H213096-01

DATE 12-20-2021

DRAWN BY	NC	CHECKED BY:	CA
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APPROVED BY DVD

DRAWING TITLE

PLAN AND SECTION VIEWS

SHEET NO.

\$1.0

EDGEWATER CONDOMINIUMS

2216 GULF BLVD.,
SOUTH PADRE ISLAND, TX

STRUCTURAL ENGINEER

CASA
ENGINEERING
Civil & Structural Associates
1117 N. Grand Place Rd. Suite 2
Harlingen, TX 79532
Phone 956.428.7900
www.casaengr.com

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DATE 12-20-2021

DRAWN BY NC CHECKED BY: CA

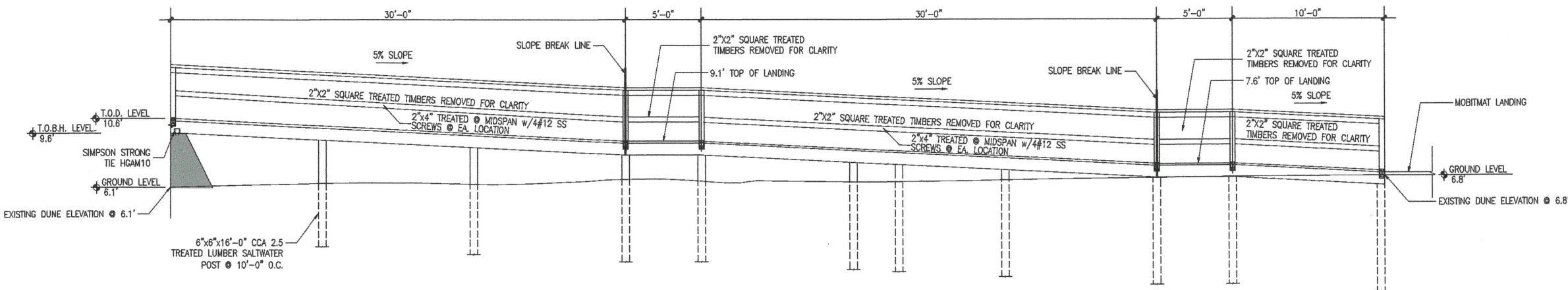
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DRAWING TITLE

**ELEVATION
VIEWS**

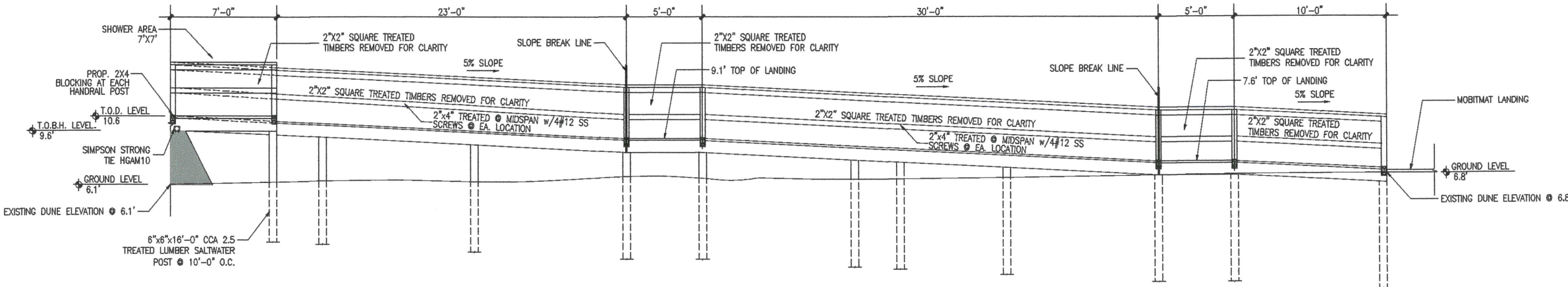
SHEET NO.

S2.0



RAMP ELEVATION

SCALE: 1/8" = 1'-0"



SHOWER W/ RAMP ELEVATION

SCALE: 1/8" = 1'-0"



SITE LOCATION
SCALE: N.T.S.

NOTES:
CONTRACTOR TO FIELD VERIFY EXACT LOCATION.

EDGEWATER CONDOMINIUMS

2216 GULF BLVD.,
SOUTH PADRE ISLAND, TX

STRUCTURAL ENGINEER

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1117 N. Duval Place Rd. Suite 2
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PROJECT NO. H213096-01

DATE 12-20-2021

DRAWN BY NC CHECKED BY: CA

APPROVED BY DVD

DRAWING TITLE

**SITE
LOCATION**

SHEET NO.

S3.0

H2O CONSTRUCTION
PO BOX 532845
HARLINGEN, TEXAS 78553

February 10, 2022

Edgewater Condos

2216 Gulf Blvd

SPI, Texas

RE: Mitigation Plan for Dune Walkover

To Whom It May Concern:

H2O Construction plans to mitigate the disturbance of the dunes as per the attached mitigation plan after construction of a 80" long x 6' wide linear feet dune walkover. The boardwalk has a proposed height of 3.5" from the disturbance depth is .9" deep by 60" long grass by 6' wide total cubic feet divided by 27 totals 13.33 cubic yards is disturbed volume. This will be translocated to the hatched area on the site location map. The elevation will be matched at 8.3" as indicated on the topographic survey (21744rev1grade.pdf). The elevations will be matched with the existing dune elevation of 8.3' behind the existing sand dunes. If you have any questions please feel free to contact me at 956-495-6953.

Sincerely,

CH-Original Signature On File

Chris Hamby

**CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM**

MEETING DATE: April 12, 2022

NAME & TITLE: Kristina Boburka, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action to provide a recommendation to City Council on the next phases of the Tompkins Channel maintenance dredging. (Boburka)

ITEM BACKGROUND

Phase 1 was completed and the final maintenance plan was submitted to City staff.

Phase 2 involved regulatory and preliminary engineering services, which included obtaining the necessary regulatory permits to mechanically dredge maintenance material located along Tompkins Channel and to place the material in the temporary placement site on the Seahorse Harbor property. To achieve this, HDR developed, to a 30% design level, contract documents including drawings, technical specification table of contents, and an opinion of probable project cost. The 30% design documents were submitted in February 2022. We expect the Letter of Permission request, submitted to the USACE in October 2021, to be authorized soon.

Phase 3 will allow HDR to completed the design for the maintenance dredging, and assist the City with bid phase services. To achieve this, HDR will develop final contract documents, including drawings, technical specifications, and a bid schedule, all sufficient to allow the City to advertise for bids for the maintenance dredging.

BUDGET/FINANCIAL SUMMARY

Phase 3 Costs: \$157,600

COMPREHENSIVE PLAN GOAL

Chapter 9: Shoreline

LEGAL REVIEW

Sent to Legal:

Approved by Legal:

RECOMMENDATIONS/COMMENTS:



March 28, 2022

MCN10338846

Ms. Kristina Boburka
Shoreline Director
City of South Padre Island
4601 Padre Boulevard
South Padre Island, TX 78597

**RE: PROPOSAL FOR PHASE 3 – FINAL DESIGN SERVICES RELATIVE TO
MAINTENANCE DREDGING OF TOMPKINS CHANNEL, SOUTH PADRE ISLAND, TEXAS**

Dear Kristina:

Thank you for giving us the opportunity to submit a proposal associated with the final design services of the maintenance dredging for Tompkins Channel in South Padre Island, Texas.

HDR completed Phase 1 and Phase 2 of the Tompkins Channel project in May 2021, and March 2022, respectively. Phase 1 involved the development of a maintenance dredging plan for the channel. Phase 2 involved regulatory and preliminary engineering services, which included obtaining the necessary regulatory permits to mechanically dredge maintenance material located along Tompkins Channel and to place the material in the temporary placement site on the Seahorse Harbor property. To achieve this, HDR developed, to a 30% design level, contract documents including drawings, technical specification table of contents, and an opinion of probable project cost. The 30% design documents were submitted in February 2022. We expect the Letter of Permission request, submitted to the USACE in October 2021, to be authorized soon.

For Phase 3, the City has requested HDR's assistance to complete the design for the maintenance dredging, and assist the City with bid phase services. To achieve this, HDR will develop final contract documents, including drawings, technical specifications, and a bid schedule, all sufficient to allow the City to advertise for bids for the maintenance dredging.

It is our understanding the maintenance material located along Tompkins Channel will be mechanically dredged and placed in the temporary placement site on the Seahorse Harbor property. The placement site will be constructed by the Contractor. The material will be dewatered there, with return water exiting back into the Channel through a storm inlet. Upon completion, the Contractor will haul-off the material and return the site to its original state.

HDR is excited to assist the City to bring this effort to completion. With our work on Phases 1, 2, and the previous work along Tompkins Channel, we're well-suited to perform this work for the City of South Padre Island, TX.

SCOPE OF WORK

To provide the services requested, we propose to perform the scope of work as generally listed below and outlined in more detail in Attachment A:

- **TASK 1 - Project Management and Controls** – We will provide project management for HDR tasks listed below. This work will involve general project management duties such as status

reporting, scheduling of manpower and project deliverables, staff assignments, internal coordination meetings, and quality control based on HDR's pre-established QC program.

- **TASK 2 – Final Engineering and Design** – HDR will prepare contract documents to a final design level. The documents including drawings, technical specifications and supplementary conditions, and a bid form. The City will prepare the remainder of the front end documents, and provide those completed documents to HDR for inclusion in the contract document package. The intent of the contract documents is to allow the City to advertise and bid the project.
- **TASK 3 – Soil Sampling, Testing, and Reporting** – HDR will sub-contract and coordinate with an environmental testing sub-consultant to report on the maintenance material that will be placed in the temporary placement area. This effort will include sampling & analysis plan, sampling, testing, and reporting on the chemical concentrations in accordance with USACE guidelines. The report will allow the City to demonstrate to other stakeholders the composition of the dredged material.
- **TASK 4 – Topographic Surveying** – HDR will sub-contract and coordinate with a sub-consultant to perform a topographic survey of the temporary placement area.
- **TASK 4 – Topographic & Bathymetric Surveying** – HDR will sub-contract and coordinate with a sub-consultant to perform a bathymetric pre-dredge survey of Tompkins Channel within 45 days of the Advertisement of Bids, in order to provide a current quantity of dredged material to be placed in the temporary placement area.
- **TASK 6 – Bid Phase Services** – HDR will identify contractors and assist the City in the bidding phase of the project. This effort will include the solicitation of potential bidders, participation in a pre-bid meeting, responding to addendums, participate in the bid opening, prepare the bid tabulation, and provide a letter of recommendation to the City regarding our assessment of the contractor's ability to perform the work as outlined in the plans and specifications.

PROPOSED FEES

To accomplish the work generally described above, and in more detail in the Scope of Work (Attachment A), HDR proposes to provide services on a Lump Sum Basis for a fee of **\$157,600**. The basis for our estimate is provided in Attachment B – Project Proposal Summary; Attachment C – HDR 1-22 Schedule of Rates; and Attachment E – Assumptions & Clarifications.

We understand the terms of this project will be covered via the terms and conditions provided in Attachment D – Terms and Conditions for Professional Services.

PROPOSAL CLARIFICATIONS

This proposal is based on the assumptions and clarifications presented in Attachment E.

SCHEDULE

Following your acceptance of this proposal, we will internally evaluate resources and an updated project schedule will be provided by HDR. This schedule will estimate the start and end dates, duration of tasks, and deliverable milestones.

Following receipt of the signed proposal, we will endeavor to complete the tasks described in this proposal over a period of approximately three months for the completion of the final contract documents and approximately one month for the bid phase services.

AUTHORIZATION

If you concur with this proposal, please sign, and return a PDF copy to us. Any work outside the Scope will be done, with authorization from you, via a formal Scope Change Document, in accordance with the attached Attachment C – HDR 1-21 Schedule of Rates or agreed to lump sum fee. This proposal is valid for 45 days from the date of this document.


Prior to getting started, we would like to participate in a kick-off meeting with you and other key staff who you believe will have valuable input regarding the project parameters. This will allow HDR to consider important project variables and design around what is important to you. We would also like to discuss deliverable times and target dates for the project at your convenience.


Invoicing will be submitted on a monthly basis and a monthly status report with backup information will be included to provide a status update regarding completed progress.


Thank you again for asking us to help. We look forward to continuing our working relationship with you and your staff on this challenging and exciting project. If you have any questions or require additional information, please do not hesitate to contact me at 713-576-3541.

Sincerely,

HDR ENGINEERING, INC.


Daniel E. Garza, P.E.
Project Manager | Ports and Harbors


D. Brent Moore, P.E.
Vice President
Ports and Harbors Gulf Coast Program Manager


David C. Weston
Vice President / Area Manager

AGREED TO AND ACCEPTED:

Printed Name: Randy Smith

Title: City Manager – City of South Padre Island

Signature: _____

Date: _____

Enclosures:

Attachment A – Scope of Work and Deliverables
Attachment B – Project Proposal Summary
Attachment C – HDR 1-22 Schedule of Rates
Attachment D – HDR Engineering, Inc. Terms and Conditions for Professional Services
Attachment E – Assumptions and Clarifications

Cc: DBM, file

hdrinc.com

555 N. Carancahua, Suite 1600, Corpus Christi, TX 78401
361-696-3300

TBPELS Firm Registration No. 754

SCOPE OF WORK AND DELIVERABLES

The City has requested HDR's assistance to complete the design for the maintenance dredging, and assist the City with bid phase services. To achieve this, HDR will develop final contract documents, including drawings, technical specifications, and a bid form, all sufficient to allow the City to advertise for bids for the maintenance dredging.

TASK 1. Project Management and Controls

We will provide project management for HDR as noted below and for the subsequent tasks listed in this Scope of Work. The work will involve general project management duties such as status reporting, scheduling of manpower and project deliverables, staff assignments, internal coordination meetings, etc.

1. **Project Set Up.** The HDR project manager will establish the delivery schedule, plan, and schedule resources to execute the work, manage the filing of pertinent project data and establish and manage adequate Quality Control and Safety Plans.
2. **Project Coordination Meetings.** The HDR project manager will hold meetings that allow for project tracking and task coordination during the project. Meetings include a kick-off with the team, client, and other stakeholders, as appropriate. Both internal and external team meetings will be scheduled and managed to assist in exchanging information, providing project updates, and scheduling required tasks as we progress through the project.

A project duration of three months for design phase services has been assumed.

- a) **Kick-off Meeting:** An internal kick-off meeting will be conducted between the HDR team to communicate project expectations including scope of work, deliverables, team member assignments and responsibilities and client communication protocols.
 - b) **Team Meetings (internal):** Weekly team meetings will be held with team leads (technical and quality) and appropriate management to communicate relevant information regarding project schedule status, technical issues, and scope of work and budgeting modifications (if any).
 - c) **Team Meetings (external):** Bi-weekly meetings will be held with the client representative(s) and appropriate management to communicate the project schedule status and to obtain direction on other pertinent developments which might affect the overall delivery of the project.
3. **Monthly Status Reports.** The HDR project manager will provide a monthly status report to the client which summarizes the project scope, schedule, and budget status. The status report will be included with the monthly invoice.
4. **Project Tracking.** The HDR project manager will monitor the project schedule and progress of tasks during the execution phase of the work. Regular updates will be made to internal project health monitoring tools to accurately reflect the progress of the work performed and to estimate the effort to complete remaining tasks.
5. **Business Quality Reviews.** The HDR project manager will participate in business reviews which are intended to proactively identify issues which may affect client schedules, quality of deliverables, staff availability or project budget. As a minimum, the reviews will occur at the beginning of the project (0%) and at quarter points throughout the year.
6. **Contract Close Out.** The HDR project manager and team will close the project upon completion of the work. This will include reviewing the contract and scope of work to verify deliverables have been made, electronic files have been filed properly, and that invoicing has been issued by HDR and paid by the client. A debrief meeting will be held with the client, if requested.

7. **Quality Control.** Deliverables will be reviewed prior to submittal to the client per HDR's pre-established quality control review process and the project specific quality control program. The quality control manager assigned to the project (as necessary) will be responsible for ensuring the program is implemented and that review comments are resolved and incorporated prior to submission. Effort for QC reviews will be accounted for under each individual task.

TASK 2. Final Engineering and Design

1. **Prepare Dredging Drawings.** HDR will advance the 30% level drawings to final design, sufficient for bidding and construction of the work. The drawing package will include a project layout, enlarged plans and cross-sections along the channel, and information on the temporary placement area.
2. **Develop Specification Table of Contents.** HDR will prepare technical specifications, supplemental conditions, and a bid form that would be required for the final contract documents, sufficient for bidding and construction of the work.
3. **Estimate Dredge Volumes.** HDR will estimate dredge volumes, based on the collected pre-dredge survey information and the proposed dredge prism as shown on the approved USACE permit. These estimates will be used as the basis for the final bid quantities.
4. **Submit Pre-final Package.** HDR will prepare and submit the pre-final package for the City's review and approval prior to completing the Issued for Bids documents.
5. **Participate in Review Meeting.** HDR will submit the pre-final package, including drawings and specifications for the City's review. HDR will participate in a review meeting with the City to review the submittal and collect comments, and identify needed clarifications and additions. HDR will update the elements of the package based on the review meeting.
6. **Submit IFB Package.** HDR will prepare and submit the Issued for Bids (IFB) documents to the City in anticipation of advertising bids.

TASK 3. Soil Sampling, Testing, and Reporting

1. **Preparation of the Sampling and Analysis Plan (SAP).** HDR will sub-contract and coordinate with an environmental testing sub-consultant to prepare a SAP for the site in accordance with the draft Sampling and Analysis Plan – Private Dredging Application of the USACE Galveston District, Galveston, TX
2. **Coordination of SAP Preparation Issuance.** HDR will coordinate with an environmental testing sub-consultant their preparation of the SAP. HDR will review the draft SAP and provide comments in preparation for City review and concurrence.
3. **Submission of the SAP.** HDR will coordinate with an environmental testing sub-consultant as they prepare the final SAP, based on the comments by HDR. The SAP will be submitted to the City for acceptance. Upon acceptance, HDR will initiate the SAP Execution task.
4. **Execution of the Sampling and Analysis Plan (SAP).** HDR will sub-contract and coordinate with an environmental testing sub-consultant to plan, sample, test, and report on the chemical concentrations relative to the project screening benchmarks identified in the accepted SAP.

5. **Coordination of SAP Results Report Issuance.** HDR will coordinate with an environmental testing sub-consultant in their preparation of the SAP Results Report. HDR will review the draft SAP Results Report and provide comments in preparation for City review and concurrence.
6. **Submission of the SAP Results Report.** HDR will coordinate with an environmental testing sub-consultant as they prepare the final SAP Results Report, based on the comments by HDR. The SAP Results Report will be submitted to the City for concurrence.

TASK 4. Bathymetric Surveying

1. **Bathymetric Surveying.** HDR will sub-contract and coordinate with a sub-consultant to perform a bathymetric survey of Tompkins Channel. The survey will be performed within 45 days of the Advertisement of Bids. This survey will serve as a pre-dredge survey, and in association with the proposed dredge prism, will provide a current quantity of dredged material to be placed in the temporary placement area.

TASK 5. Topographic Surveying

1. **Topographic Surveying.** HDR will sub-contract and coordinate with a sub-consultant to perform a topographic survey of the temporary placement area to allow for the design of the temporary placement area.

TASK 6. Bid Phase Services

1. **Solicitation of Potential Bidders.** HDR will assist City staff in identifying and soliciting potential bidders to provide an opportunity for contractors to participate in the bidding of this construction project.
2. **Participation in a Pre-Bid Meeting.** HDR will participate in a pre-bid meeting with City staff and interested parties to be held virtually. HDR will be available to answer questions and clarify issues that may come up based on the drawings and specifications.
3. **Provide Addendum Assistance.** HDR will assist City staff in answering and preparing addendums during this phase.
4. **Attend a Bid Opening & Bid Tabulation.** HDR will attend the bid opening to assist City staff during the process of collecting bids to identify the apparent low bidder. Following the bid opening, HDR will tabulate bids based on the bid opening information provided by City staff.
5. **Prepare a Letter of Recommendation.** HDR will evaluate and compare bids based on the City's selection criteria. The bids submitted by qualified contractors will be reviewed and tabulated to identify bid irregularities and to form an opinion on levels of understanding of the scope of work for the project. Included in the evaluation will be an interview with the apparent low bidder to form an opinion of their capabilities to perform the work. HDR will provide a letter of recommendation to the City for the selection of the Contractor based on the findings of the bid review to inform the owner of the bid evaluation and results of contractor reference checks.

List of Engineering Submittals	
Submittal	Remarks
Pre-final Design Package	Electronic copy (in PDF format via email) of the drawings and specifications. The purpose of this submittal is to allow the City to perform an internal review of the work in progress and provide comments and/or recommendations. At the conclusion of the review, a review meeting will be held between the design team and City staff to discuss comments and provide authorization to proceed to complete the IFB package.
Issued for Bids Package	Electronic copy (in PDF format via email) of the IFB package. The purpose of this submittal is to allow the City to bid the project.
Sampling and Analysis Plan	Electronic copy (in PDF format via email) of the SAP. The purpose of this submittal is to allow the City to document the expected plan for the sampling, testing, and reporting for the project.
SAP Results Report	Electronic copy (in PDF format via email) of the SAP Results Report. The purpose of this submittal is to allow the City to demonstrate to other stakeholders the composition of the dredged material.
Bid Tabulation	Electronic copy (in PDF format via email) of the Bid Tabulation. The purpose of this submittal is to allow the City to understand the tabulated bids received for the project to assist in making an informed selection of a qualified bidder.
Letter of Recommendation	Electronic copy (in PDF format via email) of the Letter of Recommendation. The purpose of this submittal is to allow the City to provide assurance to the City of the results of the bid evaluation and results of contractor reference checks to make an informed selection of a qualified bidder.

PROJECT PROPOSAL SUMMARY

Client Point of Contact: Ms. Kristina Boburka
Client Organization: City of South Padre Island
Project Name: SPI_PIII-Tomp Channel Fnl Dsgn
Project Manager (HDR): DEG
Proposal Number: 10338846

A. Task Description		Task Code	Labor (\$)	Expenses / Reimbursables (\$)		Task Subtotals	(\$)
				In-House	Outside with markup @ 10%		
1	PM / Controls	01	\$20,684	\$ -	\$ -	\$	20,684
2	Final Engineering & Design	02	\$52,190	\$ -	\$ 28	\$	52,218
3	Soil Sampling, Testing, & Reporting	03	\$2,060	\$ -	\$ -	\$	2,060
4	Bathymetric Surveying	04	\$1,648	\$ -	\$ -	\$	1,648
5	Topographic Surveying	05	\$1,648	\$ -	\$ -	\$	1,648
6	Bid Phase Services	06	\$5,615	\$ -	\$ -	\$	5,615
	Contingency - 0% on Hours	C	\$0			\$	-
Services Subtotal						\$	83,873
B. Subconsultants					10%		
			Sub Fee		Management Fee		
1	CEC	\$	47,000.00	\$	4,700.00	\$	51,700
2	TBS	\$	15,025.00	\$	1,502.50	\$	16,528
3	AGH	\$	5,000.00	\$	500.00	\$	5,500
Subconsultants Subtotal						\$	73,728
C. GRAND TOTAL (PROJECT) (A+B+C)						\$	157,600

Task: 01 PM / Controls

		Professional Staff																		Add. Staff (Duplicate Designations)							Para-Professional Staff								
Work Item	Staff Designation:	EI	EII	EIII	EIV	EV	EVI	EVII	EVIII	Princ. Eng.	Sr. Pr. Eng	Proj. Biol.	Env. Biol.	Sr. EBio	Env. Mgr.	Prog. Dir.	Proj. Mgr.	Princ MC	TII	Role	TII	Role	Role	Role	Role	AD	ASST	DI	DII	DIII	TI	TII	TIII	D/ TV	
	HDR 1-22	\$126	\$137	\$153	\$170	\$185	\$206	\$227	\$249	\$269	\$289	\$140	\$165	\$186	\$210	\$311	\$254	\$0	\$134	\$ -	\$134	\$ -	\$ -	\$ -	\$ -	\$93	\$96	\$0	\$0	\$122	\$134	\$134	\$146		
	Man-hours																																		
	Description of Work																																		
	01 PM / Controls																																		
1.0	Project Set Up																																		
	Schedule						2																												
	Resource Staffing						2																												
	File System (E/Hard)						2													2															
	QC Plan						2													2															
2.0	Safety Plan						1													1															
	Project Coordination Mtgs																																		
	Kick-Off Meeting Travel						0																												
	Kick-Off Meeting		1			1	2			1										1											1				
	Wkly Team Mtgs (internal)		5			5	5			5										5											5				
3.0	Wkly Team Mtgs (external)		2				4																												
	Monthly Status Reports																																		
	Report Prep/Distribution						5																												
	Invoicing Prep						5																			10									
	4.0	Project Tracking																																	
5.0	Schedule						5																												
	EBS / Earned Value						5														10														
	Business Quality Reviews																																		
	0% Review						1																			1									
	Qtrly Business Reviews						1																			1									
6.0	Project (Mgmt) Reviews						2																			2									
	Contract Close Out																																		
	Verify Contract Terms						1																												
	Team Debrief		1			1	1		1	1										1										1					
	Closeout Checklist						2																												
7.0	Client Debrief						2													4															
	Quality Control (under each sub task)																																		
	Hour Subtotals	0	9	0	0	7	50	0	1	7	0	0	0	0	0	0	0	0	16	0	10	0	0	0	0	14	0	0	0	0	7	0	0		
	Amount Subtotals	0	1,233	0	0	1,295	10,300	0	249	1,883	0	0	0	0	0	0	0	0	2,144	0	1,340	0	0	0	0	1,302	0	0	0	0	938	0	0		
	Resource Initials		DRB1			PJB	DEG		MCP	SAM									ELD		EAP					ANT					MC				
	Employee ID	043943				018407	009900		009916	024213									040491		040051					054759					037781				
	EBS Job Code		EST100						EW200	PJM210									ADM410		PRC070					FIN010						BIM720			

Hour Total	121
Labor Subtotal	\$ 20,684
IT Cost Subtotal	\$ -
Task Total	\$ 20,684

Task: 02 Final Engineering & Design

		Professional Staff																		Add. Staff (Duplicate Designations)								Para-Professional Staff								
Work Item	Staff Designation:	E I	E II	E III	E IV	E V	E VI	E VII	E VIII	Prnc. Eng.	Sr. Pr. Eng	Proj. Biol.	Env. Biol.	Sr. EBio	Env. Mgr.	Prog. Dir.	Proj. Mgr.	Prnc MC	TII	Role	TII	Role	Role	Role	Role	AD	ASST	D I	D II	D III	T I	T II	T III	D/ T IV		
	HDR 1-22	\$126	\$137	\$153	\$170	\$185	\$206	\$227	\$249	\$269	\$289	\$140	\$165	\$186	\$210	\$311	\$254	\$0	\$134	\$-	\$134	\$-	\$-	\$-	\$-	\$93	\$96	\$0	\$0	\$122	\$134	\$134	\$146			
	Man-hours																																			
Description of Work																																				
02 Final Engineering & Design																																				
1.0 Prepare Drawings																																				
1.1 Reconfigure ex. Alignment			4				2																								12					
1.2 Incorporate bathy survey			2				1																								16					
1.3 update quantities			2				1																								8					
Develop DMPA																																				
1.4 Incorporate topo survey			2				1																								4					
1.5 evaluate for site feasibility			8				4			2																					4					
1.6 prepare layouts			4				2			1																					8					
1.7 Update design drawings			8				4			2																					24					
2.0 Develop Specs																																				
2.1 Update TOC			2				1													1																
2.2 Prepare specs, bid form, suppl. Con			32				8			2										24																
2.3 Receive & Insert City FE docs			16				8			2										8																
3.0 Submittals																																				
3.1 QC package						8				8	4																									
3.2 Incorporate QC comments			4				4													4											8					
3.3 Submit draft to client			2				1													2																
3.4 Client review meeting			2				2																													
3.5 Incorporate City comments			4				2													4											8					
3.6 QC package						4				4	2																									
3.7 Incorporate QC comments			2				2													2											4					
3.8 Compile IFB package			2				4													2											2					
3.9 Submit IFB to client			1				2													1																
Hour Subtotals		0	97	0	0	12	49	0	12	15	0	0	0	0	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	98	0	0			
Amount Subtotals		0	13,289	0	0	2,220	10,094	0	2,988	4,035	0	0	0	0	0	0	0	0	6,432	0	0	0	0	0	0	0	0	0	0	0	13,132	0	0			
Resource Initials			DRB1			PJB	DEG		MCP	SAM									ELD		EAP					ANT					MC					
Employee ID			043943			018407	009900		009916	024213									040491		040051					054759					037781					
EBS Job Code			EST100			EWR200	PJM210		MGT460	EST300									ADM410		PRC070					FIN010					BIM720					
Hour Total																																	331			
Labor Subtotal																																	\$ 52,190			
IT Cost Subtotal																																	\$ -			
Task Total																																	\$ 52,190			

Task:

Hour Total	10
Labor Subtotal	\$ 2,060
IT Cost Subtotal	\$ -
Task Total	\$ 2,060

Task: 04 Bathymetric Surveying

		Professional Staff																Add. Staff (Duplicate Designations)							Para-Professional Staff											
Work Item	Staff Designation:	EI	EII	EIII	EIV	EV	EVI	EVII	EVIII	Princ. Eng.	Sr. Pr. Eng	Proj. Biol.	Env. Biol.	Sr. EBio	Env. Mgr.	Prog. Dir.	Proj. Mgr.	Princ MC	TII	Role	TII	Role	Role	Role	Role	Role	AD ASST	DI	DII	DIII	TI	TII	TIII	D/ TIV		
	HDR 1-22	\$126	\$137	\$153	\$170	\$185	\$206	\$227	\$249	\$269	\$289	\$140	\$165	\$186	\$210	\$311	\$254	\$0	\$134	\$-	\$134	\$-	\$-	\$-	\$-	\$-	\$93	\$96	\$0	\$0	\$122	\$134	\$134	\$146		
	Man-hours																																			
1.0	Description of Work																																			
	04 Bathymetric Surveying																																			
	Sub-contract with Sub						2																													
	Coordination with Sub						2																													
	QC deliverables						4																													
Hour Subtotals		0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Amount Subtotals		0	0	0	0	0	1,648	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Resource Initials			DRB1			PJB	DEG		MCP	SAM									ELD		EAP					ANT					MC					
Employee ID			043943			018407	009900		009916	024213									040491		040051					054759					037781					
EBS Job Code			EST100			EWR200	PJM210		MGT460	EST300									ADM410		PRC070					FIN010					BIM720					
Hour Total																																	8			
Labor Subtotal																																	\$ 1,648			
IT Cost Subtotal																																	\$ -			
Task Total																																	\$ 1,648			

Task:

Hour Total	8
Labor Subtotal	\$ 1,648
IT Cost Subtotal	\$ -
Task Total	\$ 1,648

Task: 06 Bid Phase Services

		Professional Staff																Add. Staff (Duplicate Designations)							Para-Professional Staff									
Work Item	Staff Designation:	EI	EII	EIII	EIV	EV	EVI	EVII	EVIII	Princ. Eng.	Sr. Pr. Eng	Proj. Biol.	Env. Biol.	Sr. EBio	Env. Mgr.	Prog. Dir.	Proj. Mgr.	Princ MC	TII	Role	TII	Role	Role	Role	Role	AD	ASST	DI	DII	DIII	TI	TII	TIII	D/ TIV
	HDR 1-22	\$126	\$137	\$153	\$170	\$185	\$206	\$227	\$249	\$269	\$289	\$140	\$165	\$186	\$210	\$311	\$254	\$0	\$134	\$-	\$134	\$-	\$-	\$-	\$-	\$93	\$96	\$0	\$0	\$122	\$134	\$134	\$146	
	Man-hours																																	
Description of Work																																		
	06 Bid Phase Services																																	
	1.0 Solicit Bidders		1				4																											
	2.0 Pre-Bid Meeting						2																											
	3.0 Addendum (3@2hr/ea)		3				6																											
	4.0 Bid Open/Bid Tabulation		4				2				1																							
	5.0 Letter of Recommendation		3				2				1																							
	Hour Subtotals	0	13	0	0	0	16	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Amount Subtotals	0	1,781	0	0	0	3,296	0	0	538	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Resource Initials		DRB1			PJB	DEG			MCP	SAM								ELD		EAP					ANT						MC		
	Employee ID		043943			018407	009900			009916	024213								040491		040051					054759						037781		
	EBS Job Code		EST100			EWB200	PJM210			MGT460	EST300								ADM410		PRC070					FIN010						BIM720		
		Hour Total																												31				
		Labor Subtotal																												\$ 5,615				
		IT Cost Subtotal																												\$ -				
		Task Total																												\$ 5,615				

Client Name: Ms. Kristina Boburka
Client Organization: City of South Padre Island
Project Name: SPI_PIII-Tomp Channel Fnl Dsgn
Project Manager: DEG
Proposal Number: 10338846

	Subconsultants	Services Description	
1	CEC	Soil Testing	\$ 47,000.00
2	TBS	Bathymetric Survey	\$ 15,025.00
3	AGH	Topographic Survey	\$ 5,000.00
4	Sub Company		\$ -
5	Sub Company		\$ -
6	Sub Company		\$ -
7	Sub Company		\$ -
8	Sub Company		\$ -
9	Sub Company		\$ -
10	Sub Company		\$ -
11	Sub Company		\$ -
12	Sub Company		\$ -
13	Sub Company		\$ -
14	Sub Company		\$ -
15	Sub Company		\$ -
16	Sub Company		\$ -
17	Sub Company		\$ -
18	Sub Company		\$ -
19	Sub Company		\$ -
20	Sub Company		\$ -
	Amount Subtotals		\$ 67,025

Client Name: Ms. Kristina Boburka
Client Organization: City of South Padre Island
Project Name: SPI_PIII-Tomp Channel Fnl Dsgn
Project Manager: DEG
Proposal Number: 1E+07

EXPENSE BREAKDOWN

Work Item	Units															
		Task 01			Task 02			Task 03			Task 04			Task 05		
		PM / Controls			Final Engineering & Design			Soil Sampling, Testing, & Report			Bathymetric Surveying			Topographic Surveying		
		Qty	Rate	Subtotal	Qty	Rate	Subtotal	Qty	Rate	Subtotal	Qty	Rate	Total	Qty	Rate	Subtotal
Airfare	Round Trips															
Vehicle Rentals	Day															
Lodging / Hotels	Day															
Meals	Day															
Other	Day															
Other	Varies															
Other	Varies															
Printing / Copying																
8.5x11 (B&W)	Each				200	0.05	9.00									
11x17 (B&W)	Each				180	0.09	16.20									
8.5x11 (Color)	Each															
11x17 (Color)	Each															
Other	Each															
Other	Each															
Other	Lump Sum															
Total				\$0			\$25			\$0			\$0			\$0
Total With Management Fee(10%)				\$0			\$28			\$0			\$0			\$0

Work Item	Units															
		Task 01			Task 02			Task 03			Task 04			Task 05		
		PM / Controls			Final Engineering & Design			Soil Sampling, Testing, & Report			Bathymetric Surveying			Topographic Surveying		
		Qty	Rate	Subtotal	Qty	Rate	Subtotal	Qty	Rate	Subtotal	Qty	Rate	Subtotal	Qty	Rate	Subtotal
Surveying / Cond Assess																
Tot. Sta./Data Collector	Day															
GPS Land	Day															
GPS Back Pack	Day															
Vehicle	Day															
Skiff	Day															
Boat	Day															
GPS Sounding	Day															
Coating Tk Gauge	Day															
Miscellaneous	Varies															
Personal Vehicle Miles	Miles															
Other	Varies															
Other	Varies															
Total				\$0			\$0			\$0			\$0			\$0

TASK TOTALS \$0 \$25 \$0 \$0 \$0

GRAND TOTAL (PROJECT) \$25

Manhour Breakdown

TASK		Professional Staff																	Prof Staff (Addtl/Duplicate Roles)*							Para-Professional Staff								Total Hrs	
		EI	EII	EIII	EIV	EV	EVI	EVII	EVIII	Princ	Sr. Pr.	Proj. Bol.	Env. Bol.	Sr. EBo	Env. Mgr.	Prog. Dir.	Proj. Mgr.	Princ MC	Misc	Misc	Misc	Misc	Misc	Misc	Misc	AD	ASS	DI	DII	DIII	TI	TII	TIII		D/TV
	TASK SERVICES	\$126	\$137	\$153	\$170	\$185	\$206	\$227	\$249	\$269	\$289	\$140	\$165	\$186	\$210	\$311	\$254	\$0	\$134	\$0	\$134	\$0	\$0	\$0	\$0	\$0	\$93	\$96	\$0	\$0	\$122	\$134	\$134	\$146	
01	01 PM / Controls	-	9	-	-	7	50	-	1	7	-	-	-	-	-	-	-	-	16	-	10	-	-	-	-	-	14	-	-	-	-	7	-	-	121
02	02 Final Engineering & Design	-	97	-	-	12	49	-	12	15	-	-	-	-	-	-	-	-	48	-	-	-	-	-	-	-	-	-	-	-	98	-	-	331	
03	03 Soil Sampling, Testing, & Reportin	-	-	-	-	-	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	
04	04 Bathymetric Surveying	-	-	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	
05	05 Topographic Surveying	-	-	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	
06	06 Bid Phase Services	-	13	-	-	-	16	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	31	
07	07 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
08	08 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
09	09 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10	10 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
11	11 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
12	12 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
13	13 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
14	14 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
15	15 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
16	16 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17	17 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
18	18 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
19	19 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20	20 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	- Contingency - 0% on Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Resource Initials	DRB1			PJB	DEG			MCP	SAM									ELD		EAP					ANT					MC				
TOTALS:		Hours	-	119	-	-	19	141	-	13	24	-	-	-	-	-	-	-	64	-	10	-	-	-	-	14	-	-	-	-	105	-	-	509	
	Efficiency (%)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	As Work Days	-	15	-	-	2	18	-	2	3	-	-	-	-	-	-	-	-	8	-	1	-	-	-	-	2	-	-	-	-	13	-	-		
	As Work Weeks	-	3	-	-	-	4	-	-	1	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	3	-	-		

Fee Breakdown

01	01 PM / Controls	-	1,233	-	-	1,295	10,300	-	249	1,883	-	-	-	-	-	-	-	-	2,144	-	1,340	-	-	-	-	1,302	-	-	-	-	938	-	-	\$	20,684
02	02 Final Engineering & Design	-	13,289	-	-	2,220	10,094	-	2,988	4,035	-	-	-	-	-	-	-	-	6,432	-	-	-	-	-	-	-	-	-	-	-	13,132	-	-	\$	52,190
03	03 Soil Sampling, Testing, & Reportin	-	-	-	-	-	2,060	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	2,060	
04	04 Bathymetric Surveying	-	-	-	-	-	1,648	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	1,648	
05	05 Topographic Surveying	-	-	-	-	-	1,648	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	1,648	
06	06 Bid Phase Services	-	1,781	-	-	-	3,296	-	-	538	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	5,615	
07	07 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
08	08 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
09	09 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
10	10 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
11	11 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
12	12 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
13	13 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
14	14 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
15	15 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
16	16 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
17	17 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
18	18 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
19	19 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
20	20 Not Used	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
	- Contingency - 0% on Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$	-	
	Per Staff Category	-	16,303	-	-	3,515	29,046	-	3,237	6,456	-	-	-	-	-	-	-	-	8,576	-	1,340	-	-	-	-	1,302	-	-	-	-	14,070	-	-		

*Note: The rates for the additional Professional Staff are weighted averages from each individual in the various tasks.

GRAND TOTAL (PROJECT) \$83,845

SCHEDULE OF RATES

These rates are effective through December 2022

PROFESSIONAL STAFF HOURLY RATE

Engineer I.....	\$126.00
Engineer II.....	\$137.00
Engineer III.....	\$153.00
Engineer IV.....	\$170.00
Engineer V.....	\$185.00
Engineer VI.....	\$206.00
Engineer VII.....	\$227.00
Engineer VIII.....	\$249.00
Project Manager	\$254.00
Principal Engineer.....	\$269.00
Sr. Principal Engineer.....	\$289.00
Program Director.....	\$311.00
Project Biologist/GIS Specialist.....	\$140.00
Environmental Biologist.....	\$165.00
Sr. Environmental Biologist.....	\$186.00
Environmental Manager.....	\$210.00

PARA-PROFESSIONAL STAFF HOURLY RATE

Administrative Assistant.....	\$93.00
Drafter.....	\$96.00
Technician I.....	\$109.00
Technician II.....	\$122.00
Technician III.....	\$134.00
Designer Tech IV.....	\$146.00

EQUIPMENT/IT

GPS RTK Survey Equipment.....	260.00/Day
GPS Hand Held (Sub Meter).....	140.00/Day
Work/Tow Vehicle	68.00/day + IRS rate + 5%
Survey Boat	780.00/Day
GPS Hydrographic Survey Equip	260.00/Day
Acoustic Doppler Velocimeter (ADV).....	1,040.00/Wk
Water Level Logger.....	312.00/Wk

EXPENSES

Automobile (other than rental car)	IRS Rate + 5%
In house reproduction	prevailing commercial rates
Outside consultants	cost plus 5% handling
Outside technical services	cost plus 5% handling
All other expenses	cost plus 5% handling

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1. Charges are due and payable within thirty (30) days of receipt of the invoice. A charge of 1% per month will be added for late payments.
 2. Construction administration staff will be billed at an equivalent grade, depending upon qualifications.
 3. Unlisted scientists and other non-engineer professionals will be billed at the rate of a comparable engineer grade.
 4. Overtime for para-professional and non-registered survey staff will be billed at 125% of the hourly rate and overtime will apply for hours worked in excess of 8 hours per day or 40 per week.
 5. Time spent preparing for and providing depositions or courtroom testimony will be billed at 150% of the hourly rate.

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

ATTACHMENT E PROPOSAL CLARIFICATIONS AND ASSUMPTIONS

HDR has made the following assumptions to formulate the proposal for the above referenced project. This document is integral to the overall proposal and Attachment A – Scope of Work.

PROJECT EXECUTION STRATEGY

1. HDR will complete the Issued for Bid design package (drawings and technical specifications), obtain City concurrence, and assist the City with Bid Phase services for the Tompkins Channel maintenance dredging project.

GENERAL

1. The project duration is assumed to be approximately five months, which includes four months of design phase services and one month to complete bid phase services.
2. Limits of the design work are defined as:

Tompkins Channel is located in the Laguna Madre, and its centerline parallels the alignment of the Queen Isabella Causeway (~230-feet north of the Causeway centerline) to the western shoreline of the City, for an approximate length of 5,935 feet (1.1 miles). At the shoreline, the Channel turns north and generally follows along the western shoreline for approximately 18,100 feet (3.4 miles). The Channel is 80-feet wide and has a total length of approximately 24,043-feet (4.6 miles).

MEETINGS AND TRAVEL

1. Meetings will be attended by HDR personnel from Corpus Christi and Houston, Texas. Project duration is as assumed as noted in “GENERAL, 1” of this document. The project has been assumed that all tasks will be performed in series of one another.
 - a. Internal Meetings: HDR team members will meet to discuss tasks, schedules, budgets, and action items.
 - b. External Meetings: Key task and technical leads will meet with the client team to discuss work accomplished, to provide a two-week look ahead, discuss project schedule and budget issues.
 - c. Client and HDR team meetings will be held by teleconference unless specifically noted otherwise in the fee estimate and scope of work.
 - d. Kick-off Meeting with the client will be held by teleconference.

USE OF EXISTING STRUCTURES / MODIFICATION OF EXISTING FACILITIES

1. Modifications to existing utilities, buildings, bulkheads, etc. is not included in this scope of work.

GEOTECHNICAL CLARIFICATIONS

1. No additional geotechnical investigation is included in this scope of work. The ten sediment samples collected and tested in December 2020 are assumed to be sufficient to complete the final design.

DREDGING CLARIFICATIONS

1. The design of the proposed temporary dredge material placement area (DMPA) is located on undeveloped property on each side of Seahorse Harbor. Because a portion of the property is under private ownership, HDR has recommended that the City enter into an agreement with the property owner to temporarily utilize the site as a DMPA, as was done during the 2011 dredging project. This agreement would allow for use of the site for a DMPA with appropriate stipulations to protect the City's and owner's interests.

DRAWING LIST

1. An Issued for Bids design level sheet count has been assumed as shown below. It is anticipated the deliverables will include the level of effort required to generate approximately the same number of sheets. HDR will generate plans to reflect current conditions and proposed improvements, as accurately and as reasonably possible given the hours, technology and efforts assumed in the fee estimate.
 1. Cover Sheet
 2. General Notes
 3. Project Layout
 4. Enlarged Layout (1 of 13)
 5. Enlarged Layout (2 of 13)
 6. Enlarged Layout (3 of 13)
 7. Enlarged Layout (4 of 13)
 8. Enlarged Layout (5 of 13)
 9. Enlarged Layout (6 of 13)
 10. Enlarged Layout (7 of 13)
 11. Enlarged Layout (8 of 13)
 12. Enlarged Layout (9 of 13)
 13. Enlarged Layout (10 of 13)
 14. Enlarged Layout (11 of 13)
 15. Enlarged Layout (12 of 13)
 16. Enlarged Layout (13 of 13)
 17. Cross Sections (1 of 11)
 18. Cross Sections (2 of 11)
 19. Cross Sections (3 of 11)
 20. Cross Sections (4 of 11)
 21. Cross Sections (5 of 11)
 22. Cross Sections (6 of 11)
 23. Cross Sections (7 of 11)
 24. Cross Sections (8 of 11)
 25. Cross Sections (9 of 11)
 26. Cross Sections (10 of 11)
 27. Cross Sections (11 of 11)
 28. Placement Area Plan and Details

**CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM**

MEETING DATE: April 12, 2022

NAME & TITLE: Kristina Boburka, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action to move the regular meeting to be held on April 26, 2022, to April 20, 2022, at 12 pm.
(Boburka)

ITEM BACKGROUND

Hold the second regular meeting for the month of April on April 20, 2022 at 12 pm. LJA Engineering will be coming into town to present their drawings for the Marisol boat ramp

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

Sent to Legal:

Approved by Legal:

RECOMMENDATIONS/COMMENTS:

**CITY OF SOUTH PADRE ISLAND
SHORELINE TASK FORCE
AGENDA REQUEST FORM**

MEETING DATE: April 12, 2022

NAME & TITLE: Kristina Boburka, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action on project ideas for the Coastal Management Program (CMP)'s Cycle 28. (Boburka, Hughston)

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal:

Approved by Legal:

RECOMMENDATIONS/COMMENTS: