

State of Texas

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County of Galveston

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AGREEMENT FOR PROFESSIONAL SERVICES

PARTIES

This Agreement for Professional Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and **Seacoast Surveyors, LLC** (the "Consultant"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ 25-079, entitled "Professional Services for Future Engineering Projects" (the "RFQ"), to procure professional services for the *Bayou Vista Drainage Analysis* project within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of professional infrastructure design services.

The Consultant timely submitted a statement of qualifications in the RFQ, is licensed in the State of Texas, as applicable, to perform said services, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF CONSULTANT

The County, by and through this Agreement, retains the Consultant to perform professional services in connection with the Project, and the Consultant, by and through this Agreement, agrees to perform said professional services in connection with the Project.

This Agreement means this document (pages 1 through 9), the RFQ, which includes but is not limited to any addenda thereto, if any, the Consultant's response in the RFQ (i.e., its' statement of qualifications, certifications, affidavits, and vendor information), and all Exhibits affixed hereto, if any, all of which are incorporated herein for all purposes. Exhibits to be physically affixed, if any, shall be affixed following the signature/execution page of this Agreement. The RFQ, all addenda therein, if any, and Consultant's response therein shall be retained in the Galveston County Purchasing Agent's Office.

SECTION II CHARACTER AND EXTENT OF SERVICES

The Consultant shall render professional services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Consultant shall be of good quality and shall be performed in a professional manner. The standard of care for all Professional Services performed or furnished by Consultant and the Response under this Agreement will be the care and skill ordinarily used by other competent consultants practicing under the same or similar circumstances and professional license. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between County and Consultant.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Consultant, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Consultant shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Consultant will make every effort to expedite completion of the Project.

SECTION IV COORDINATION WITH THE COUNTY

The Consultant agrees to perform the services diligently after authorization to proceed. The Consultant agrees to perform all other services diligently and within the agreed upon time schedule.

The Consultant shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Consultant for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Consultant shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V THE CONSULTANTS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Consultant for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is \$17,000.00 including expenses. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Consultant. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Consultant for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Consultant to the County reflecting Consultant's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Consultant of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Consultant's office. Consultant further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Consultant. The Consultant may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Consultant acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Consultant and the County agree to submit the dispute to mediation. In the event the Consultant or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Consultant and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Consultant at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Consultant promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX INSURANCE

The Consultant shall obtain and maintain, throughout the term of the Agreement, insurance

of the types and in the minimum amounts set forth below.

The Consultant shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Consultant, name of insurance company, policy number, and terms and limits of coverage. The Consultant shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Consultant shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Consultant shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

**SECTION X
VENUE AND CHOICE OF LAW**

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

Michael Hoover, RPLS, LSLS,
CFM Principal
P.O. Box 2579
Crystal Beach, Texas 77650

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

**SECTION XII
SECTION CAPTIONS**

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

**SECTION XIII
SUCCESSORS AND ASSIGNS**

The County and the Consultant each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all

provisions of this Agreement. Except as above, neither the County nor the Consultant shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Consultant shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Consultant shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

Execution Page follows this Page

The Rest of this Page is Intentionally Left Blank

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County

Seacoast Surveyors, LLC

By


Mark Henry
County Judge

By


Michael Hoover
Principal

Date Signed: August 3, 2026

Date Signed:

7/21/2026

Attest:

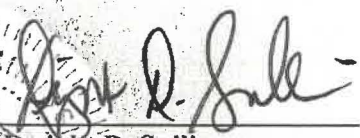

Dwight D. Sullivan,
Galveston County Clerk

EXHIBIT A



SEACOAST SURVEYORS

Seacoast Surveyors, LLC
P.O. Box 2579
Crystal Beach, Texas 77650
Phone 409-684-6400

May 13, 2026

Galveston County Engineering
c/o: Mr. Michael Shannon, PE, CFM
Galveston County Engineering
722 Moody Avenue
Galveston, Texas 77550

RE: Proposal for Professional Land Surveying Services for approximately 3 square miles of land situated in the Samuel C. Bundick Survey, Abstract Number 7, and the James Spillman Survey, Abstract Number 175, both in Galveston County, Texas, and further being all of Bayou Vista Subdivision, in multiple recorded Sections, all of Highland Bayou Estates, Sections 1 and 2, (both unrecorded subdivisions), and multiple commercial tracts situated southwesterly of State Highway Number 6 and northeasterly of said Bayou Vista Subdivision.

Mr. Shannon:

Seacoast Surveyors LLC (the "Surveyor") is pleased to submit this letter proposal and agreement (the "Agreement") to Galveston County Engineering (the "Client") for providing Professional Land Surveying services. Our understanding of the scope of services, schedule, compensation, and terms of the Agreement are included herein.

SCOPE OF SERVICES

Task 1:

We understand that Edge Engineering, on behalf of Galveston County Engineering, will be preparing a drainage analysis for Bayou Vista, including building their existing drainage system in GIS and modeling existing flood risk, and that they will subsequently propose solutions to problems and model those alternatives. We also understand that our work will be coordinated through the Program Manager (Schaumburg & Polk) and that will be working closely with Edge Engineering as they develop their study. As we understand it, our scope of work will be the development of an annotated Base and right-of-way Map for all of Bayou Vista and Highland Bayou Estates, including, but not limited to: La France Drive, Houston Drive, Rotramel Drive, Highland Drive, Edgewater Drive, Lakeside Drive, Bayou Vista Drive, Dolphin Street, Herring Drive, Tarpon Street, Neptune Drive, Ling Street, Pompano Street, Warsaw Drive, Marlin Drive, Bonita Drive, Redfish, Barracuda Drive, Sailfish Street, Blue Heron Drive, and the State Highway 6 Frontage Road. Basemap will be produced in AutoCAD 2026 or later, be tied to NAD 83 Horizontal Datum and NAVD 88 vertical datum, be fully rectified, reflect all matters of record shown and depicted on the recorded subdivision maps, including bearings and distances along all major rights-of-way,

EXHIBIT A

current FEMA FIRM flood lines for the City of Bayou Vista, building setback lines, easements, and other relevant matters of record which may be reflected in the General Notes of the recorded plats. Additionally, we will consult with the City of Bayou Vista and Galveston County MUD 12, Water and Sewer Service Provider for the City of Bayou Vista for any and all relevant easement and facility information. *Beyond canal outfall drainage pipes specified by the Client and other drainage structures observed by us in the field, no other physical improvements such as street paving, houses, garages, driveways, fences, facilities, or any other permanent structures will be tied or reflected on the Base Map.*

Task 1 – Alternate 1:

- Prepare a separate ownership map with GCAD Parcel ID (“R”) Numbers and addresses for each individual parcel

Task 1 – Alternate 2:

- Solicit and obtain a title examination from a legitimate title/abstract company, specifically limited to relevant easements and other matters of record affecting the property
- Review all documents listed therein, determine applicability, and add to drawing as appropriate.

Task 2:

Seacoast Surveyors will set a minimum of 2 permanent Benchmarks situated within and around the City of Bayou Vista. Each Benchmark will be tied to at least 2 current NGS monuments, be tied to NAD 83 Horizontal Datum and NAVD 88 vertical datum, be networked, and be:

- Outside construction/disturbance areas
- Accessible during entire project duration
- Easy to relocate
- Stable and unlikely to move

Each benchmark sketch will be accompanied by:

- Point ID
- Northing/Easting
- Elevation
- Datum used
- Description
- Photos
- Sketch/map
- Date established

Task 3:

Field work to include:

- Enough boundary monument recovery to establish the boundary location of the project limits with certainty
- Picking up locations and elevations of approximately 10 - 15 outfall pipes via boat/canal-side observations, and will include mapping and annotations on Base Map

EXHIBIT A

DELIVERABLES

Based on our understanding of your requirements, Seacoast Surveyors LLC will provide the deliverables below in the formats noted as part of our scope of services. If additional deliverables are requested, or if deliverables are required to be delivered in alternate formats, those requests will be considered additional services.

DELIVERABLE

Base Map

AutoCAD 2026, Paper Copy, PDF file

Benchmark control sheets

AutoCAD 2026, Paper Copy, PDF file

ADDITIONAL SERVICES

Any services not reflected in the Scope of Services section of this Agreement, including but not limited to the following, are not included in this Agreement. Surveyor may elect to provide or coordinate these services, if requested, but they will be considered additional services. These additional services can be performed as mutually agreed upon by the Client and Surveyor and documented by a written addendum to this Agreement. Additional Services include:

- Survey of off-site utilities, bridges, or roadways
- Boundary Survey(s)
- Topographic Survey(s)
- Special easements / maps for common areas
- Special easements / maps for utility purposes
- Upland Boundary Survey
- Subdivision Plat
- Stockpile/Volume calculations
- Subsurface utility locating services and subsurface utility engineering (SUE) services.
- Construction staking
- Wetland delineation
- Wetland mapping
- Drainage Calculations
- Off-site utility surveys
- Right of way / easement negotiations / acquisition
- Record or as-built surveys
- Preparation and attendance at court appearances for litigation
- Project schedule extensions beyond our control
- Providing project deliverables in formats other than those indicated

EXHIBIT A

COMPENSATION AND BILLING:

Survey will be billed on a Fixed Fee Lump Sum basis as set out below:

TASK 1 - Base Map Preparation:	\$9,000.00
• <i>TASK 1 (Alternate 1) Ownership Map:</i>	<i>\$1,500.00</i>
• <i>TASK 1 (Alternate 2) Limited Title work (title exam by client):</i>	<i>\$1,500.00</i>
TASK 2 – Set 2 Permanent Benchmarks with sketches:	\$1,500.00
TASK 3 – Field Work (boundary and outfall):	\$3,500.00
Total Professional Fees <i>excluding</i> alternates:	<u>\$14,000.00</u>
Total Professional Fees <i>including</i> alternates:	<u>\$17,000.00</u>

BILLING RATES (for tasks outside the scope of work listed herein):

<u>Classification</u>	<u>Billing Rate (Hourly)</u>
Crew Rate (2-man)	\$200.00
Drafting	\$150.00
LSLS (State Boundary lines, if applicable)	\$300.00

SCHEDULE OF SERVICES

We will perform the work described in the above Scope of Services as expeditiously as practical, weather permitting, and anticipate completing the project within 20-30 working days from formal Notice to Proceed.

ASSUMPTIONS / CLARIFICATIONS

Information to be provided by Client: Surveyor shall rely on the completeness and accuracy of all information and technical data provided by the Client and Client's other consultants. The Client shall provide all necessary information required by the Surveyor to complete its work, including any updates to previously provided information and any other information reasonably requested by the Surveyor.

Items to be provided by Client include:

- Access to job site
- Notifications to Property Owners

Surveyors Certifications: The Surveyor shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Surveyor's having to certify, guarantee or warrant the existence of conditions which the Surveyor cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Surveyor or the payment of any amounts due to the Surveyor in any way contingent upon the Surveyor's signing of any such certification.

EXHIBIT A

ACCEPTANCE

If acceptable, sign and return one (1) copy of this document and all attachments for our files. Our receipt of the executed copy of this proposal will serve as our Notice to Proceed. This proposal is valid for thirty (30) days from the date of the proposal. If the proposal is not accepted within thirty (30) days, we reserve the right to revise or withdraw the proposal entirely at our discretion. We look forward to working with you on this project and appreciate this opportunity to serve your surveying needs. If you have any questions or need additional information, please feel free to call our office at (409) 684-6400.

Sincerely,

Seacoast Surveyors, LLC



Michael Hoover, RPLS, LSLS, CFM
Principal

I hereby authorize Seacoast Surveyors LLC to proceed with the work described above. It is understood that access to the property referenced in the proposal is granted for the purpose of conducting survey field work.

Galveston County Engineering

By: _____
(print or type name)

Date: _____

(Signature)
Title: _____