



PROFESSIONAL SERVICES AGREEMENT

(version 9-16-2019)

This AGREEMENT (“Agreement”) is entered by and between **HR Green, Inc.** (“Professional”), located at **11011 Richmond Ave., Suite 200 Houston, TX 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **design services for Package 5 of the asphalt street rehabilitation projects**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **October 9, 2019** and shall expire on **January 31, 2021** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$211,952.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below:
 - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
 - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
 - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and
 - (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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

9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBPROFESSIONAL, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as

if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

Executed on this ____ day of _____, _____. *(date to be filled in by City Secretary)*

HR GREEN, INC. - "Professional"

Stephen Sparks, P.E.
Vice President

CITY OF LEAGUE CITY - "City"

John Baumgartner, P.E.

City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(22 number of pages, including this page)

See Next Page...



▷ 11011 Richmond Avenue | Suite 200 | Houston, TX 77042
Main 713.965.9996 + Fax 713.965.0044 + TBPE Firm F-11278

▷ HRGREEN.COM

September 24, 2019

Mr. Scott Tuma
Engineering Department
500 West Walker Street
League City, TX 77573

RE: Proposal for Asphalt Overlay and Full Depth Reconstruction Improvements for:
Package #5 – League City Various Streets in **South Shore Harbour**

Dear Mr. Tuma:

HR Green is pleased to submit this proposal for performing plans preparation, survey, bid-phase and construction phase services for the above referenced project. The project includes engineering design phase, bid phase, survey, geotechnical and construction phase services for an asphalt overlay and full depth repair project for various streets in League City. The streets listed in the table below.

This proposal is based on our understanding of the project as discussed with you and from site visits to the project. This proposal presents a general overview with preliminary construction cost estimate, scope of service and proposed fee.

GENERAL OVERVIEW

The limits include the following:

| Street | | FROM | TO | Linear Feet |
|--------|--------------------|-----------------------------|----------------|-------------|
| 1 | Shasta St. | Seminole Dr. | Glen Cove St. | 1163 |
| 2 | N. Wisconsin Ave. | Dead End at Treatment Plant | E. Main St. | 2445 |
| 3 | Cove Park (Part 1) | Winn St. E. | Glen Cove St. | 1180 |
| 4 | Cove Park (Part 2) | Glen Cove St. | Dead End | 780 |
| 5 | Monterrey St. | Seminole Dr. | Glen Cove St. | 1164 |
| 6 | Redwood St. | Seminole Dr. | Glen Cove St. | 1164 |
| 7 | Rimrock St. | Seminole Dr. | Glen Cove St. | 1162 |
| 8 | Sierra St. | Seminole Dr. | Glen Cove St. | 1160 |
| 9 | Sequoia St. | Seminole Dr. | Glen Cove St. | 1160 |
| 10 | Mission St. | Seminole Dr. | Glen Cove St. | 1160 |
| 11 | Knollwood St. | Cove Park | Glenn Cove St. | 580 |
| 12 | Winn St. | Seminole Dr. | Dead End | 2096 |
| 13 | Power St. | Dickinson Ave. | Texas Ave. | 3225 |
| 14 | Wesley St. | IH-45 Frontage Road | Main St. | 2360 |

- The approximate length of Full Depth Reconstruction is 10,218 LF.
- The approximate length of Mill & Overlay operations is 10,581 LF.
- The existing roadway consists of 15 to 20 foot wide open ditch asphalt pavement with roadside ditches.
- Preliminary Construction Cost Estimate is \$3,478,992.00 (with a 10% contingency).

The proposed pavement improvements will include a 3-inch Asphalt Overlay with Base Repair in select areas. It will also include several streets with Full Depth Reconstruction. The project will require Topographic Survey and a Geotechnical Report.

PROPOSED FEE

The proposed fee for Design Phase, Bid Phase Services, Construction Phase Services, Geotechnical and Topographic Survey is **\$211,952.00 (see Attachment "A")**. As in our previous contract, Design Phase, Bid Phase and Construction Phase services are based on lump sum fees and hourly charges will be based on raw labor rates times a multiplier of 3.10. Reimbursable expenses will be charged at cost plus 10%, and mileage will be charged at the prevailing federal rate.

SCOPE OF SERVICES

- I. Design Phase Services and Bid-Phase Services
 - Prepare Title Sheet with project limits
 - Prepare Summary of Quantities sheet
 - Prepare existing and proposed Typical Sections
 - Prepare driveway taper details
 - Survey layout sheets
 - Geotech report and boring location sheets
 - Prepare roadway plan sheets for open ditch sections.
 - Identify and call out on roadway plan sheets the locations of intersection radius improvement and pipe culvert extension.
 - Prepare Base Repair Detail to be used in select areas in need of base repair.
 - Include TxDOT standard Traffic Control Detail sheets to be used for one-lane closure pavement operations. This does not include development of traffic control plan sheets or detour plan sheets.
 - Prepare a Traffic Control Typical section for construction of Full Depth Repair streets and include standard detail for grade drop-off.
 - Prepare project layout sheet indicating the limits of the project.
 - Pavement Markings for Stop Bars and Blue Reflector Fire Hydrant Markers at select locations.
 - Attend monthly progress meetings
 - Submit plans at 60%, 90% and 100% milestones.
 - Prepare engineers opinion of probable construction cost, bid documents and specification and attend Pre-Bid meeting.
 - Assist the City in obtaining bids for the project.
 - Make construction documents available on CivCast for vendor distribution.
 - Provide information to and answer questions from bidders concerning construction documents.
 - Evaluate the bids and low bidder qualifications and make recommendations to the City for the award of contract.
 - Prepare five (5) contract document sets for execution by the successful Contractor.
 - Review Contract documents provided by the Contractor and submit to the City for further execution.
- II. Construction Phase Services



- Coordinate with the City and attend Pre-Construction meeting
- Prepare meeting minutes for the pre-construction meeting and provide copies to all attendees.
- Provide construction administration services for the project.
- Assist the City during construction phase.
- Review and respond accordingly to all submittals and RFI's.
- Prepare change orders necessitated by field conditions.
- Review contractor's pay estimates, evaluate completed work, and make payment recommendations to the City.
- Assist the City in conducting final observation of the project. Coordinate with the City and the Contractor on the punch list items identified in the final inspections.
- Assist the City with project close-out, conduct a final observation of the project and make recommendation for Final Payment on the Project.
- Visit the site at appropriate intervals to observe construction progress and quality of work and to determine if the work is proceeding in accordance with the plans.
- Provide one (1) set of reproducible record plans based on the red lined drawings provided to HR Green by the Contractor.
- HR Green is not responsible for the means, methods, techniques, sequence of procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HR Green is not responsible for the failure of the Contractor to perform the work in accordance with the construction documents. During site visits and on the basis of on-site observations HR Green will keep the City informed of the progress of the work, and will endeavor to identify to the City any defects or deficiencies in such work when they are observed.

III. Not Included in Scope:

- Drainage Study
- Drainage Plans
- Detailed measurements and investigations during construction phase are not part of this task.
- Full time site representation and inspection services during construction phase are not part of this task.
- Construction testing is not included in this proposal. It is our understanding that the City of League City will contract directly with a testing firm to perform testing services.

HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Stephen Sparks'.

Stephen Sparks, PE

Vice President, Attachments

CITY OF LEAGUE CITY
PACKAGE #5
ASPHALT OVERLAY PROJECT

| ATTACHMENT "A": FEE STRUCTURE SUMMARY | | |
|---------------------------------------|---------------------|---------------------|
| A. BASIC SERVICES | | |
| 1. DESIGN PHASE | \$116,321.00 | * |
| 2. BID PHASE | \$5,912.00 | |
| 3. CONSTRUCTION PHASE | \$6,377.00 | |
| SUB-TOTAL | | \$128,610.00 |
| B. ADDITIONAL SERVICES | | |
| 1. GEOTECHNICAL STUDY (COST + 10%) | \$15,730.00 | |
| 2. SURVEYING (COST + 8%) | \$66,712.00 | * |
| 3. MISC. EXPENSES (COST + 10%) | \$900.00 | |
| SUB-TOTAL | | \$83,342.00 |
| TOTAL FEE: | \$211,952.00 | |

* Time Critical Services (\$174.73)



| Preliminary Engineer's Opinion of Probable Construction Costs For City of League City - Package 5 Asphalt Overlay Master Base Bid Prepared By: HR Green, Inc. Date Prepared: September 24, 2019 | | | | | |
|--|--|----------|------|------------|-----------------------|
| A. Site Preparation Items Master Base Bid | | | | | |
| Item | Description | Quantity | Unit | Unit Price | Total Price |
| 1 | Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications | 208.00 | STA | \$270.00 | \$56,160.00 |
| 2 | Milling Existing Asphalt Pavement (2" to 5") (Existing Rdwy & Drwy), In accordance with Drawings and Specifications | 25400.00 | SY | \$8.50 | \$215,900.00 |
| 3 | Remove ACP Pavement and Base for Full Reconstruction (All depths) | 25000.00 | SY | \$13.00 | \$325,000.00 |
| 4 | Excavation, In accordance with Drawings and Specifications | 6200.00 | CY | \$28.00 | \$173,600.00 |
| Subtotal for Site Preparation | | | | | \$770,660.00 |
| B. Pavement Items Master Base Bid | | | | | |
| Item | Description | Quantity | Unit | Unit Price | Total Price |
| 5 | Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications | 4,130.00 | Tons | \$100.00 | \$413,000.00 |
| 6 | Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications | 4,130.00 | Tons | \$100.00 | \$413,000.00 |
| 7 | Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications | 5,000 | Gal | \$3.00 | \$15,000.00 |
| 8 | Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications | 12,500 | Gal | \$2.00 | \$25,000.00 |
| 9 | Base Repair (At Select Areas)(10" Black Base)(1100 lbs/SY), Complete in Place, In accordance with Drawings and Specifications | 4,755.0 | Tons | \$115.00 | \$546,825.00 |
| 10 | Backfill Material, Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications | 208.0 | STA | \$300.00 | \$62,400.00 |
| 11 | 8" Base Crushed Limestone (Type A or B)(Grade 1), In accordance with Drawings and Specifications | 25000.00 | SY | \$25.00 | \$625,000.00 |
| 12 | 6" Lime Treated Subgrade, in accordance with Drawings and Specifications | 25000.00 | SY | \$7.00 | \$175,000.00 |
| 13 | Lime (Hydrated Lime)(Dry), In accordance with Drawing and Specifications | 340.00 | Tons | \$220.00 | \$74,800.00 |
| Subtotal for Pavement Items | | | | | \$2,350,025.00 |
| C. Construction Traffic Control Items Master Base Bid | | | | | |
| Item | Description | Quantity | Unit | Unit Price | Total Price |
| 14 | Temporary Traffic Handling and Control & Flagmen | 4 | Mo. | \$7,250.00 | \$29,000.00 |
| Subtotal for Construction Traffic Control Items | | | | | \$29,000.00 |
| D. Signing and Pavement Marking Items Master Base Bid | | | | | |
| Item | Description | Quantity | Unit | Unit Price | Total Price |
| 15 | 2-Way Blue Reflective Marker | 30 | Ea. | \$14.50 | \$435.00 |
| 16 | Thermo Pymt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications | 500 | LF | \$6.00 | \$3,000.00 |
| 17 | City Project Signs, Complete in Place, In accordance with Drawings and Specifications | 2 | Ea. | \$800.00 | \$1,600.00 |
| Subtotal for Sign and Pavement Marking Items | | | | | \$5,035.00 |
| E. Supplemental Items Master Base Bid | | | | | |
| Item | Description | Quantity | Unit | Unit Price | Total Price |
| 18 | Adjust Exist Manhole to grade, In accordance with drawings and Specifications | 10 | Ea. | \$400.00 | \$4,000.00 |
| 19 | Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications | 10 | Ea. | \$400.00 | \$4,000.00 |
| Subtotal for Supplemental Items | | | | | \$8,000.00 |
| Sub-Total | | | | | \$3,162,720.00 |
| 10% Contingency | | | | | \$316,272.00 |
| Grand Total | | | | | \$3,478,992.00 |

September 27, 2019



HR Green, Inc.
11011 Richmond Avenue, Suite 375
Houston, Texas 77042

Attn: Mr. Jesus M. Olivas, P.E.
Project Manager
E: jolivas@hrgreen.com

Re: Cost Estimate for Geotechnical Engineering Services
Asphalt Replacement/Repair - Package No. 5
League City, Texas
Terracon Document No. P91195074.Revision 1

Dear Mr. Olivas:

Terracon Consultants, Inc. (Terracon) understands we have been selected based upon qualifications to provide Geotechnical Engineering services for the above referenced project in League City, Texas. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

| | |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |

Our base fee to perform the scope of services described in this document is **\$14,300**. See **Exhibit C** for more details of our fees and consideration of additional services.

The work will be performed under the "Master Service Agreement for Sub-consultant Services" (MSA), dated August 24, 2018, between Terracon and HR Green, Inc. We understand that a work order referencing the MSA and this proposal will be issued by the client to authorize our services.

Sincerely,
Terracon Consultants, Inc.
(Texas Firm Registration No. F3272)

A handwritten signature in blue ink that reads "Rehan Khan".

Rehan Khan, E.I.T.
Staff Engineer

A handwritten signature in black ink that reads "Bobbie S. Hood".

Bobbie S. Hood, P.E.
Geotechnical Services Manager

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by the client. We have not visited the site yet and aspects of the project that are undefined or assumed **are highlighted** as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Location

| Item | Description |
|---------------------------------|---|
| Project site information | The project site consists of 13 streets located in between Highway 3, Highway 96, Highway 146, and Clear Creek in League City, Texas. The streets are between approximately 700 to 3,300 feet long with a total length of 19,169 feet. The location and length of each street planned to be repaired/reconstructed are provided in Exhibit B . |
| Existing improvements | Two-lane asphaltic concrete pavement, roadside ditches, overhead powerlines and underground utilities. |
| Current ground cover | Asphaltic concrete. |
| Existing topography | Relatively level at each location. |
| Site access | We expect that the site and exploration locations are accessible with our truck-mounted drilling equipment. |

Planned Construction

| Item | Description |
|-----------------------------|--|
| Project improvements | <p>Approximately 19,169 linear feet of pavement rehabilitation which will include the following:</p> <ul style="list-style-type: none"> ■ Milling the existing asphaltic concrete wearing surface and then overlying the existing base material with a new hot mix asphaltic concrete (HMAC) surface course. ■ Base repair in some distressed areas to consist of 10 inches of HMAC black base in addition to asphaltic concrete overlay in soft areas identified during proofrolling. ■ Full depth reconstruction wherein the existing pavement sections will be stripped and replaced with new pavement sections. <p>We assume that no utility improvements are planned.</p> |
| Final grade | We assume the reconstructed pavement will match the existing grade elevation. |

Cost Estimate for Geotechnical Engineering Services

Asphalt Replacement/Repair - Package No. 5 ■ League City, Texas
September 27, 2019 ■ Terracon Document No. P91195074.Revision 1



EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program is planned to consist of the following:

| Roadway Description | Approximate Length ¹ (feet) | No. of Borings | Boring Depth ² (feet) | Drilling Footage (feet) |
|---|---|----------------|-------------------------------------|----------------------------|
| Shasta Street: from Seminole Drive to Glen Cove Street | 1,163 | 3 | 5 | 15 |
| North Wisconsin Avenue: From East Main Street to its southwest dead end. | 2,445 | 4 | 5 | 20 |
| Cove Park: from Seminole Drive to Glen Cove Street | 1,960 | 4 | 5 | 20 |
| Monterrey Street: from Seminole Drive to Glen Cove Street | 1,164 | 2 | 5 | 10 |
| Redwood Street: from Seminole Drive to Glen Cove Street | 1,164 | 3 | 5 | 15 |
| Rimrock Street: from Seminole Drive to Glen Cove Street | 1,162 | 2 | 5 | 10 |
| Sierra Street: from Seminole Drive to Glen Cove Street | 1,160 | 3 | 5 | 15 |
| Sequoia Street: from Seminole Drive to Glen Cove Street | 1,160 | 2 | 5 | 10 |
| Mission Street: from Seminole Drive to Glen Cove Street | 1,160 | 2 | 5 | 10 |
| Knollwood Street: from Cove Park to Glen Cove Street | 580 | 1 | 5 | 5 |
| Winn Street: from Cove Park to its eastern dead end | 2,096 | 4 | 5 | 20 |
| Power Street: from Dickinson Avenue to Texas Avenue | 3,225 | 5 | 5 | 25 |
| Wesley Street: from FM 518 to IH-45 Frontage Road | 2,360 | 4 | 5 | 20 |
| Total Amount | 20,799 | 39 | | 195 |

1. Street length provided by HR Green.

2. Below top of existing pavement.

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

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem). During drilling, we plan to measure the approximate

Cost Estimate for Geotechnical Engineering Services

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thicknesses of the pavement components at each boring location. Three samples are planned to be obtained in each 5-foot boring. Soil sampling is typically performed using open tube and/or split-barrel sampling procedures. In the open tube sampling procedure, an open, seamless steel tube with a sharp cutting edge is pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split barrel sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, will be indicated on the boring logs at the test depths. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Since the borings will be located on existing pavements we anticipate that some form of traffic control will be required during our field activities. **We assume the City of League City will provide traffic control during our field activities.**

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

Property Disturbance: We will backfill borings with auger cuttings after completion and patch the surface with ready-mix asphaltic concrete products. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes be checked periodically and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service, Texas811, to help locate public utilities within the vicinity of the site. We consult with the owner/client regarding

Cost Estimate for Geotechnical Engineering Services

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potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

All private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to better understand the engineering properties of the soil strata. Based on our understanding of the project, the assigned tests may include the following:

- Moisture content
- Dry unit weight of cohesive soil
- Atterberg limits
- Amount of materials in the soil finer than no. 200 sieve
- Unconfined compressive strength of cohesive soil

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory program, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously

Cost Estimate for Geotechnical Engineering Services

Asphalt Replacement/Repair - Package No. 5 ■ League City, Texas
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registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we will upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Site plan and exploration plan;
- Boring logs with field and laboratory data;
- Stratification based on visual soil classification;
- Groundwater levels observed in borings during drilling and at 5-minute intervals for 15 minutes;
- Site and subgrade preparation; and
- Pavement repair or design and reconstruction guidelines ¹.

¹. For the sections of the road that will be milled and overlaid, our scope does not include evaluation of the number of ESALs that can be supported by the milled and overlaid section. Evaluation of ESALs is limited to only those streets that will be completely stripped off and reconstructed with new pavement materials.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is **\$14,300**.

Our scope of services does not include services associated with surveying of boring locations, traffic control, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Senior Engineer billing rate of \$180 per hour and Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

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

Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. This schedule does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

| GeoReport Stage | Posting Date from Notice to Proceed ^{1, 2} |
|--------------------------|--|
| Project Planning | 5 working days |
| Site Characterization | 18 working days |
| Geotechnical Engineering | 25 working days |

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.

2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.



KUO
& associates, Inc.
Consulting Engineers
& Surveyors

10300 Westoffice Drive, Ste. 800
Houston, TX 77042
Phone: (713) 975-8769
Fax: (713) 975-0920
Engineering Firm Reg. No. F-4578
Surveying Firm Reg. No. 10075600
www.kuoassociates.com

September 26, 2019

Jesus M. Olivas, P.E.
Project Manager
HR Green, Inc.
11011 Richmond Ave., Suite 375
Houston, TX 77042

Re: 2019 Asphalt Street Rehabilitation, City of League City
[5th Package](#)
Topographic Surveying, Basemap Plan & Construction Staking

Dear Mr. Olivas:

Kuo & Associates, Inc. is pleased to submit this proposal to perform the following: topographic surveying, preparation of basemap services for the above referenced project.

| Item | Description |
|--------|---------------------------------|
| Item 1 | Topographic Surveying |
| Item 2 | Basemap Topo Plan |
| Item 3 | Survey Control Map |
| Item 4 | Establishing Design Center Line |

The scope of work and fee will be as follows:

SCOPE OF WORK

Survey will be done along the streets as shown in the **attached exhibits and table**. Estimated length of survey is approximately **20,799 feet**. To our understanding, survey to exclude any detail survey on the intersections on both end of the limit for each street

Survey shall conform to requirements of City of League City and Category 2 and 6 surveys TSPS Manual of Practice as applicable. In general, the scope for work will be including the following items and tasks:

Item 1: Topographic Survey:

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. Survey will be tied to the City of League City monument (if available) or nearby NGS monument.
- Cross sections will be surveyed at more or less 300' c-c including cross sections at each intersection along the project route.
- All planimetric features will be surveyed along the road right-of-way for a width from ROW to ROW. The survey will be extended on all sides of street at least up to ER, unless otherwise warranted for your design. Detail topo survey on the intersecting streets at each end of limited is excluded from the scope
- All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located
- Attempt will be made to recover and verify sufficient monumentation along the existing roadway to establish estimated right-of-way lines for topographic surveying scope. Task of establishing estimated ROW may involve some limited abstracting and deed research, however, detail boundary category survey is excluded in determination.
- Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided.

September 26, 2019

Proposal for Survey

Page No. 2

Item 1: Basemap Plan

- Prepare a basemap plan with all topo features, elevations and estimated ROW. All deliverables will be as long strip in the AutoCAD format with side text on the top and bottom boundary of the drawing. All texts within the drawing will be "Leroy 80".

Item 3: Survey Control Map

- A survey control map will be prepared showing swing ties to traverse and baseline points as well as TBM's. The survey control map will be signed and sealed by a Registered Professional Land Surveyor in charge of the project.

Item 4: Establishing Design Center Line

- Recovery of existing controls and reestablish as necessary
- Stake/set the design center line in the field for construction work

To our understanding the following are excluded from the scope of this proposal

- Boundary level survey for determining of right of way of the street
- Any kind of SUE survey
- Inverting any manholes/inlets
- Utility research and utility plan
- Profile for ground and utilities

FEE AND SCHEDULE:

The fee for the above-described work is estimated to be lump sum amount of **\$61,770.00** as shown itemized in the table below:

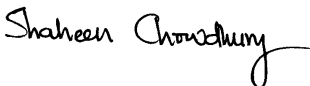
| Item | Description | Fee |
|--------------|---------------------------------|--------------------|
| Item 1 | Topographic Surveying | \$42,040.00 |
| Item 2 | Basemap Topo Plan | \$10,270.00 |
| Item 3 | Survey Control Map | \$3,970.00 |
| Item 4 | Establishing Design Center Line | \$5,490.00 |
| Total | | \$61,770.00 |

* See detail breakdown in the attached page

We estimate to complete the above work in 60 calendar days upon your authorization to proceed.

We appreciate this opportunity to submit this proposal. If you are in agreement with this proposal, please sign as indicated below. If you need further information, please do not hesitate to contact me.

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.
President

Street

20799 LF

| Item 1: Level of Efforts for Topographic Survey | | | | | | | | | |
|---|---------------------------------------|-----------------------|------------------|----------------|-----------------|------------------|-----|-------------|-------------|
| Survey Tasks | sub tasks | Principal \$180.00 | RPLS \$130.00 | SIT \$75.00 | CADD \$75.00 | Crew \$145.00 | Hrs | Cost | Total |
| Survey Controls | Setting controls | | | | | 5 | 5 | \$725.00 | \$6,100.00 |
| | Horizontal control work | | | 2 | | 9 | 11 | \$1,455.00 | |
| | Vertical control work | | | 2 | | 26 | 28 | \$3,920.00 | |
| Topo Survey | Limited Abstracting for ROW | | | | | | | \$700.00 | \$35,940.00 |
| | ROW estimate for scope of topo survey | | 4 | 16 | | | 20 | \$1,720.00 | |
| | Surveying roadway & topo features | | | | | 216 | 216 | \$31,320.00 | |
| | QC/QA | | 8 | | | 8 | 16 | \$2,200.00 | |
| Project Management | Proj Management | | | | | | | \$0.00 | \$0.00 |
| Total | | | | | | | | | \$42,040.00 |
| Cost per LF | | | | | | | | | \$2.02 |

| Item 3: Level of Efforts for Survey Control Maps | | | | | | | | | |
|--|------------------------------|-----------------------|------------------|----------------|-----------------|------------------|-----|------------|------------|
| Survey Tasks | sub tasks | Principal \$180.00 | RPLS \$130.00 | SIT \$75.00 | CADD \$75.00 | Crew \$145.00 | Hrs | Cost | Total |
| Survey Control Map | Preparing Survey control map | | 4 | 12 | 34 | | 50 | \$3,970.00 | \$3,970.00 |

| Item 2: Level of Efforts for Basemap Plan | | | | | | | | | |
|---|-----------|-----------------------|------------------|----------------|-----------------|------------------|-----|------------|-------------|
| Tasks | sub tasks | Principal \$180.00 | RPLS \$130.00 | SIT \$75.00 | CADD \$75.00 | Crew \$145.00 | Hrs | Cost | Total |
| Plan | Topo Plan | | | 8 | 122 | | 130 | \$9,750.00 | \$10,270.00 |
| | QC/QA | | 4 | | | | 4 | \$520.00 | |

| Item 4: Level of Efforts for Establishing Design Center Line | | | | | | | | | |
|--|------------------------------|-----------------------|------------------|----------------|-----------------|------------------|-----|------------|------------|
| Survey Tasks | sub tasks | Principal \$180.00 | RPLS \$130.00 | SIT \$75.00 | CADD \$75.00 | Crew \$145.00 | Hrs | Cost | Total |
| Establish design center line | Establish design center line | | 2 | 4 | | 34 | 40 | \$5,490.00 | \$5,490.00 |

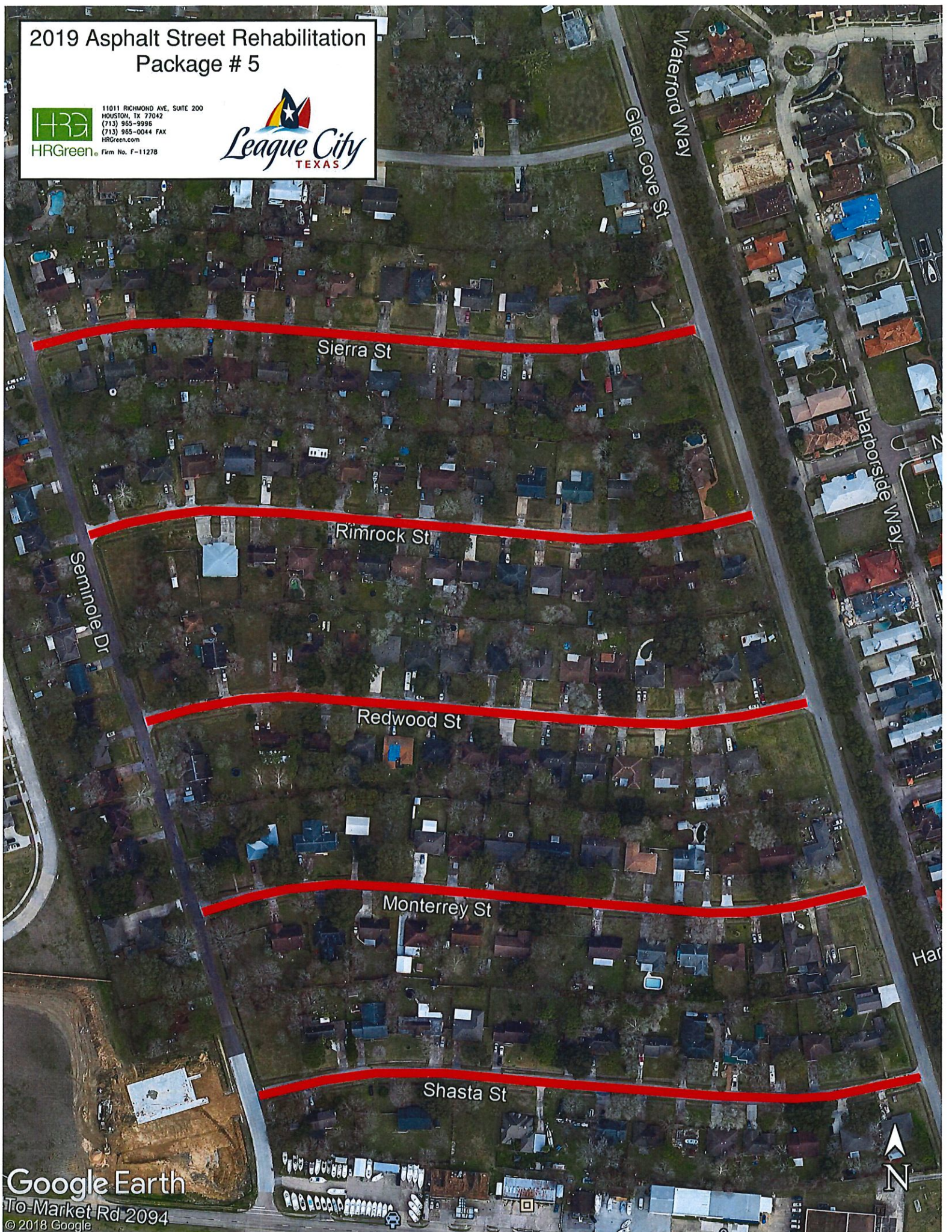
CITY OF LEAGUE CITY: PACKAGE #5 - VARIOUS STREETS ASPHALT OVERLAY

| Street Name | Type | Length | Proposed Work Type |
|-------------------|------------------|---------------|---------------------------|
| Shasta St. | EXIST OPEN DITCH | 1163 | FULL DEPTH RECONSTRUCTION |
| N. Wisconsin Ave. | EXIST OPEN DITCH | 2445 | FULL DEPTH RECONSTRUCTION |
| Cove Park | EXIST OPEN DITCH | 1960 | FULL DEPTH RECONSTRUCTION |
| Monterrey St. | EXIST OPEN DITCH | 1164 | FULL DEPTH RECONSTRUCTION |
| Redwood St. | EXIST OPEN DITCH | 1164 | FULL DEPTH RECONSTRUCTION |
| Rimrock St. | EXIST OPEN DITCH | 1162 | FULL DEPTH RECONSTRUCTION |
| Sierra St. | EXIST OPEN DITCH | 1160 | FULL DEPTH RECONSTRUCTION |
| Sub-Total | | 10218 | FULL DEPTH RECONSTRUCTION |
| Sequoia St. | EXIST OPEN DITCH | 1160 | MILL & OVERLAY |
| Mission St. | EXIST OPEN DITCH | 1160 | MILL & OVERLAY |
| Knollwood St. | EXIST OPEN DITCH | 580 | MILL & OVERLAY |
| Winn St. | EXIST OPEN DITCH | 2096 | MILL & OVERLAY |
| Power St. | EXIST OPEN DITCH | 3225 | MILL & OVERLAY |
| Wesley St. | EXIST OPEN DITCH | 2360 | MILL & OVERLAY |
| Sub-Total | | 10581 | MILL & OVERLAY |
| | Total | 20,799 | |

2019 Asphalt Street Rehabilitation Package # 5



11011 RICHMOND AVE, SUITE 200
HOUSTON, TX 77042
(713) 965-9996
(713) 965-0044 FAX
HRGreen.com
Firm No. F-11278

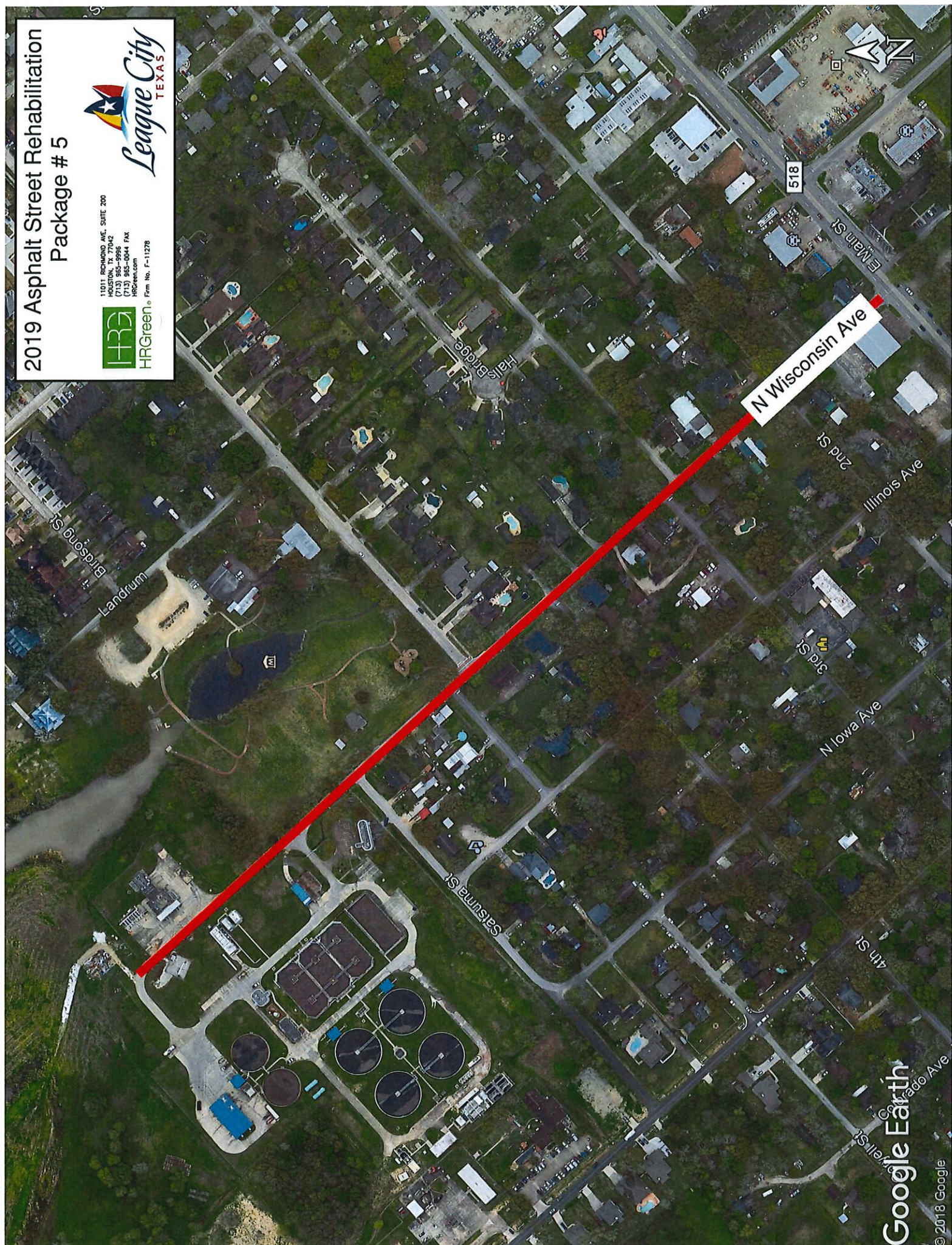


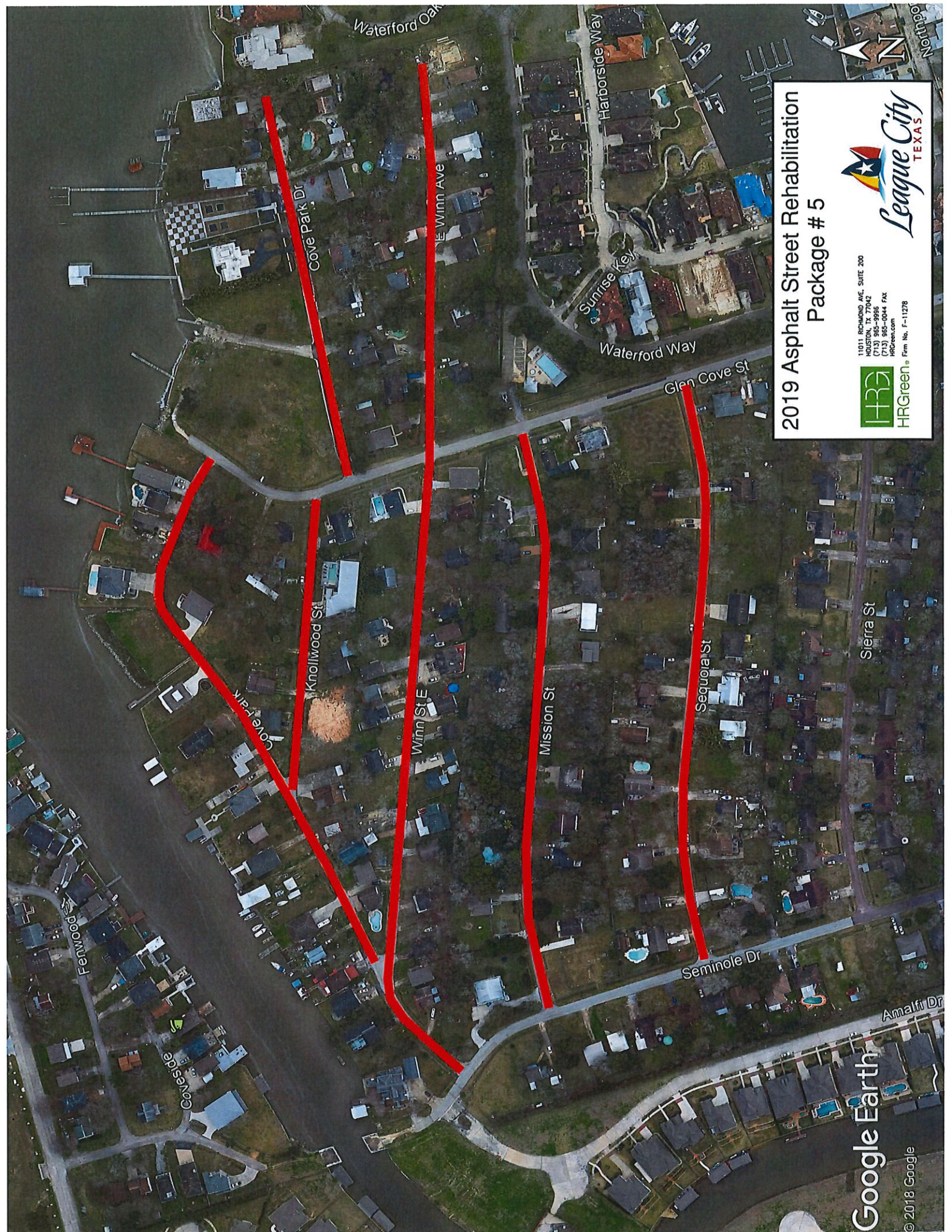
2019 Asphalt Street Rehabilitation
Package # 5



1811 BRIDGEMAN AVE, SUITE 200
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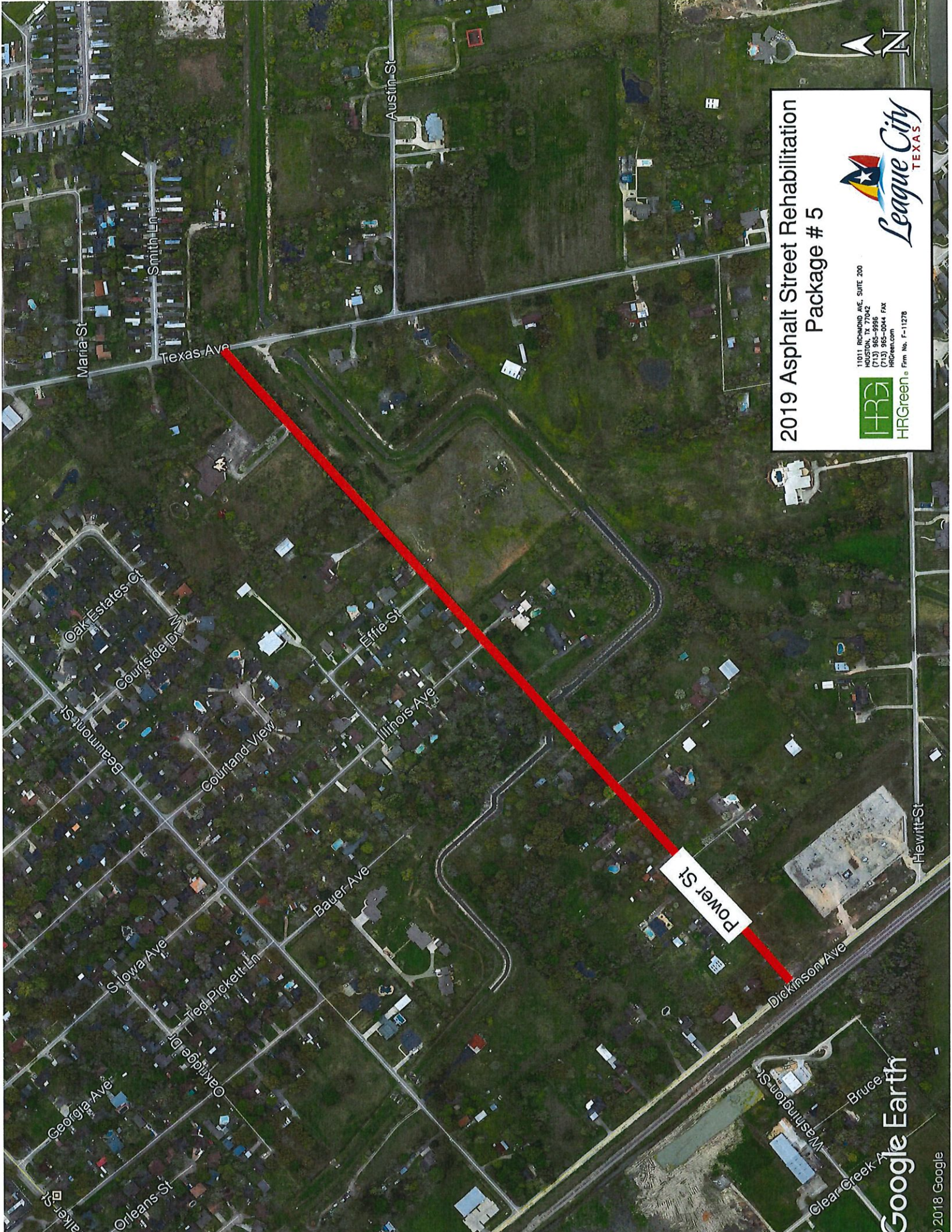


2019 Asphalt Street Rehabilitation
Package # 5


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hr@hrgreen.com
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Google Earth

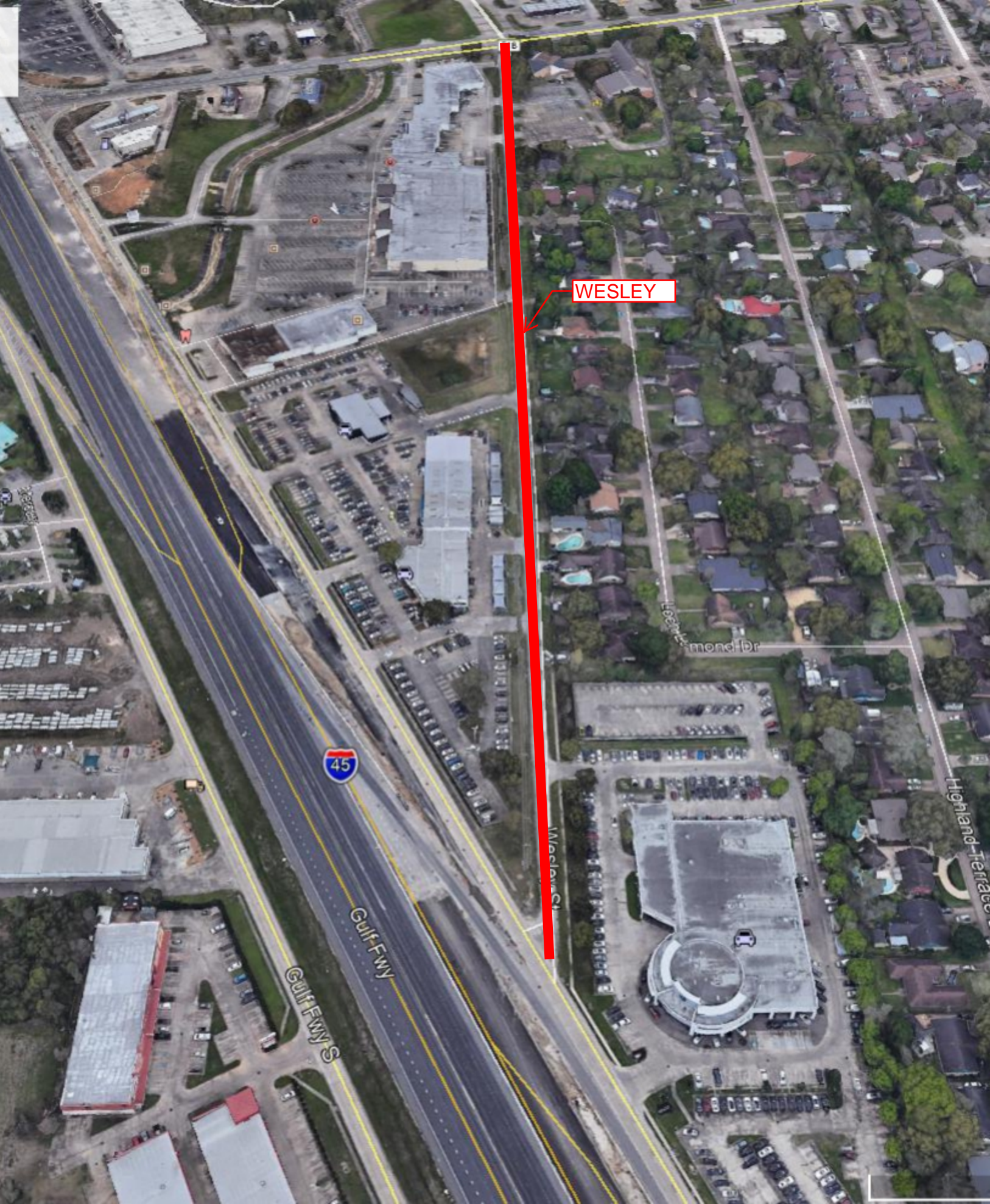
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HRGreen® Firm No. F-11278





WESLEY

45

Gulf Fwy

Gulf Fwy S

Leicester Dr

Wesley St

Highland Terrace

PSA Exhibit B

Submittal Requirements:

- **Design Phase Services should be broken down into submittal types with the following requirements:**
 - **30% Submittals should, at a minimum, include the following:**
 1. Plans that contain the following information:
 - Cover Sheet
 - Field Survey Plan Sheet
 - Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - Demo Plan
 - Typical Cross-Sections
 2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
 3. Updated Design Schedule
 4. Preliminary Opinion of Probable Costs (OPCC)
 5. Permitting recommendations/requirements
 6. Traffic Impact Analysis (if needed)
 7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
 8. Preliminary Land Acquisition Information (if needed)
 9. Preliminary Geotechnical findings (if needed)
 10. Preparation of Exhibits and attendance at Public Meeting (if needed)
 - **60% Submittals should, at a minimum, include the following:**
 1. Plans that contain the following information:
 - Cover Sheet w/ index
 - General Notes
 - Sheet Layout
 - Typical Cross-Sections
 - Survey Control
 - Demo Plan
 - Grading Plan (if needed)
 - Tree Protection and/or Landscape Plan (if needed)
 - Traffic Control Plan (if needed)
 - Proposed Drainage Area Map and calculations
 - Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
 - Intersection Details
 - Sidewalks, Traffic Signage, & Pavement Marking Plans
 - SW3P Plan Sheet(s) and Details
 - Standard CoLC Details applicable for project
 - Project Specific Requirements/Details/Notes such as
 - Electrical Plans/Details
 - Structural Plans/Details
 - Signal Plans/Details

2. Final ROW Documents for Land Acquisition (if needed)
 3. Completed Geotechnical Report (if needed)
 4. List of Updated Utility Conflicts and contact information for appropriate utilities.
 5. List of needed Permits, draft applications for needed Permits
 6. List of Technical Specifications that are needed for Project
 7. Updated Design Schedule
 8. Preliminary Construction Schedule
 9. Updated Preliminary OPCC
 10. Preparation of Exhibits and attendance at Public Meeting (if needed)
- **90% Submittals should, at a minimum, include the following:**
 1. Updated Design Plans noted above
 2. Submittal Letter addressing previous comments made on 60% Review
 3. Project Manual – Spec Book, Bid forms, etc.
 4. SW3P Manual with appropriate documentations/signatures as applicable
 5. Updated OPCC
 6. Approved Permits
 7. Final List of Utility Conflicts and contact information for appropriate utilities.
 8. A resubmittal of the 90% Submittal should take place until all comments have been addressed and Plans are ready to be signed.
 - **Bid Phase Services should, at a minimum, include the following:**
 - **100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).**
 - **Completed Project Manual**
 - **Completed SW3P Manual**
 - **Final OPCC**
 - **Updated Construction Schedule**
 - **Preparation of Exhibits and attendance at Public Meeting (if needed)**
 - **Assist with the advertisement of the project (if needed)**
 - **Address any RFI during Bid process (if needed)**
 - **Attend and Assist in running a Pre-Bid Meeting (if needed)**
 - **Provide Addendums to Bid Documents (if needed)**
 - **Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City**
 - **Construction Phase Services should, at a minimum, include the following:**
 - **Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start**
 - **Attendance at Construction Progress Meetings (if needed)**
 - **Periodic Site Visits (minimum 1 visit per month of construction)**
 - **Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.**
 - **Address found Design Conflicts in the Field**
 - **Provide paper & digital copies of As-Builts**