



PROFESSIONAL SERVICES AGREEMENT

(version 1-7-2021)

This AGREEMENT (“Agreement”) is entered by and between **Pacheco Koch Consulting Engineers. Inc.** (the “Professional”), located at **20329 State Highway 249, Suite 350, Houston, TX 77070** 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 & installation of tree, shrub, grass and groundcover locations, irrigation and associated support structures or facilities in TxDOT medians along FM518 between I-45 and SH3, SH96 from I-45 to the railroad and FM646 from I-45 to FM517..** If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **May 11, 2021** and shall expire on **November 11, 2022** 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 **\$450,000.00 (Four Hundred Fifty Thousand Dollars and Zero Cents)** 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 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, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

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

illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** 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.

(signature block on next page)

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

PACHECO KOCH CONSULTING ENGINEERS, INC. - "Professional"

 WCP

Mark A. Pacheco, P.E., R.P.L.S.
President

CITY OF LEAGUE CITY - "City"

John Baumgartner, ICMA-CM, 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
(10 pages, including this page)

See Next Page...



May 5, 2021 (Revised)
PK No.: 0100

Mr. David A. Hoover, AICP
Executive Director
Development Services
CITY OF LEAGUE CITY
300 West Walker Street
League City, Texas 77573

Re: Professional Landscape Architecture Services
TXDOT CORRIDOR LANDSCAPE IMPROVEMENTS
City of League City
League City, Galveston County, Texas

Dear Mr. Hoover:

Pacheco Koch Consulting Engineers, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding that this is a multi-phased project consisting of TxDOT corridor landscape improvements with a total estimated construction cost of \$6,624,800.

- These landscape improvement areas (and estimated costs) include:
- Medians along FM 518, FM 646, SH 96, Marina Bay Drive (\$3,264,800)
 - IH 45 corridor (\$1,706,000)
 - IH 45 detention ponds (\$1,230,000)
 - Entry features (assumes 4 signs + landscape) (\$424,000)

The specific locations are shown in Exhibit A.

SCOPE OF SERVICES

Based on our preliminary discussions and review of the information received to date, the following is our perception of the services to be provided by Pacheco Koch for the referenced project:

CONCEPTUAL DESIGN: Pacheco Koch will provide Conceptual Design services for the landscape improvement areas shown in Exhibit A. Services will generally include conceptual alternatives of planting, irrigation, modular pavers, and entry monument signs. Specific scope items are described below:

Included in this item:

- Team coordination or presentation meetings during the conceptual design phase of the project. Up to four (4) meetings, design charrettes, work sessions or presentations during the conceptual design phase for purposes of coordinating the work with the City staff, Councilmembers and TxDOT.
- Develop a working base file from digital data provided by the City and TxDOT.
- Develop up to two (2) conceptual layout alternatives for City review and selection.
- Establish a materials palette and planting patterns in various applications throughout the landscape improvement areas.
- Sign locations (using City standard sign design) and accent planting layout around the base of each sign.

(Continued from previous page)

- Develop 2d and/or 3d renderings, to depict the conceptual alternatives in enough detail to demonstrate design intent to the client. These services may include, but are not limited to hand renderings, computer generated renderings, precedent photo image boards, or a combination of the above.
- Develop rough order of magnitude cost estimate for the concepts to aid the City in selection of a preferred option and establishing a conceptual budget.
- Following the presentation of concepts, it is understood that the City will provide direction for the final concept. Pacheco Koch will make up to one (1) set of revisions to the concept to demonstrate the desired outcome of a Preferred Alternative.
- Description of all landscape improvement areas:
 - Medians – approximately 76,250 LF of landscape improvement area (SH 3 incl. for coordination)
 - IH 45 corridor – approximately 22,200 LF of landscape improvement area
 - Detention areas – 8 ponds along IH 45 (approx. 28.26 AC)
 - Entry signs – 3 existing and 17 possible locations to be narrowed down
- Develop overall PSE and construction timeline for the established bid packages.

Not included in this item:

- Survey services.
- Tree survey for location and field identification of existing trees.
- Multiple design alternatives, revisions, meetings or presentations beyond those described above.
- Signage beyond the entry signs described above, such as wayfinding or regulatory signage.
- Lighting beyond sign accent lighting, such as vehicular or pedestrian lighting.

TXDOT PSE: Pacheco Koch will prepare plans, specifications and estimates (PSE) for up to three (3) bid packages defined during the Conceptual Design Phase. Each of these will be produced using standard formatting for TxDOT review and letting. The following scope will apply to each package:

SUBMITTALS & COORDINATION MEETINGS: Pacheco Koch will attend design coordination meetings with the City and TxDOT during the design phase and submit plans for formal TxDOT review.

Included in this item:

- Up to four (4) meetings with City and TxDOT to coordinate the design and submittals.
- PSE submittals at 30%, 90% and Final design milestones.

LANDSCAPE PLANTING PLANS: Pacheco Koch will prepare landscape planting plans utilizing the materials palette and layout patterns established during the conceptual design phase.

Included in this item:

- Plan and detail sheets in TxDOT format to communicate the design intent for bidding and construction.
- Specifications in TxDOT format to communicate the design intent for bidding and construction.
- Estimates of probable construction costs at each TxDOT submittal.

LANDSCAPE IRRIGATION PLANS: Pacheco Koch will provide landscape irrigation plans that consists of a fully automated irrigation system to service the plantings areas proposed. This assumes that Pacheco Koch will design the irrigation system as a completely integrated system, that water is available to all areas and that solar power will be utilized.

Included in this item:

- Plan and detail sheets in TxDOT format to communicate the design intent for bidding and construction.
- Specifications in TxDOT format to communicate the design intent for bidding and construction.
- Estimates of probable construction costs at each TxDOT submittal.

Not included in this item:

- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls. This can be provided as an additional service if needed.

ENTRY MONUMENT SIGNS: Pacheco Koch will provide landscape architectural services to locate entry monument signs in the areas determined during the Conceptual Design Phase. The City's standard sign design will be used.

Included in this item:

- Plan and detail sheets in TxDOT format to communicate the design intent for bidding and construction.
- Specifications in TxDOT format to communicate the design intent for bidding and construction.
- Estimates of probable construction costs at each TxDOT submittal.

Not included in this item:

- New sign design.
- MEP, structural, and geotechnical design services. These subconsultants to be added after the sign quantity and general locations are determined.

BID & CONSTRUCTION PHASE SERVICES: Pacheco Koch will provide Bid and Construction Phase services for up to three (3) bid packages prepared during the TxDOT PSE Phase. These services will be provided on an hourly basis to the extent needed, as determined during that phase. The fee shown herein is an estimated amount. The following scope will apply to each package:

BID PHASE SERVICES: During the Bid Phase, Pacheco Koch will be available to provide coordination with prospective bidders.

Included in this item:

- Attend pre-bid conference
- Attend bid opening
- Provide clarifications and answer questions regarding the bid documents, as well as prepare addenda when necessary.
- Review contractor bids.
- Prepare conformance set that captures all addendum changes and is ready for construction.

CONSTRUCTION PHASE SERVICES: Pacheco Koch will provide limited Construction Phase services related to the work shown in the construction documents. This shall not be construed as performing continuous construction inspection.

Included in this item:

- Process shop drawings and product submittals.
- Respond to RFIs and issue supplemental instructions.
- Visit the site for observation at critical junctures during the course of construction. Recommended times for site visits could include:
 - Irrigation testing.
 - Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
 - Substantial completion walk-through.
 - Final completion walk-through.
- Record drawings prepared using change order exhibits, contractor notes or field observation reports.

Not included in this item:

- Review of submittals not required by or not related to the plans developed by the landscape architect.
- Continuous construction inspection.
- Pay application processing.
- As-built plan preparation using survey or other field verification.

Please note the following:

- Pacheco Koch shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall Pacheco Koch have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- Pacheco Koch neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- Pacheco Koch shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- Pacheco Koch shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the site, Pacheco Koch's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which Pacheco Koch has been informed in writing.

Based on our understanding of the scope of services, the following items are not included in this proposal:

1. Environmental investigation.
2. Wetlands determination and permitting.
3. Survey services.
4. Tree survey, location or identification.
5. MEP, structural, and geotechnical design services. These subconsultants to be added after the sign quantity and general locations are determined.
6. Subsurface utility engineering or utility relocation.
7. TDLR registration or RAS review.
8. Subsurface drainage systems.
9. Design of storm water detention facilities.
10. Storm Water Pollution Prevention Plan (TxDOT standard to be used).
11. Traffic Control Plan (TxDOT standard to be used).
12. Dedications of easements and/or right-of-way by separate instrument.
13. Additional construction document packages for phased bidding/construction.
14. Construction staking.
15. Any additional items not specifically stated in scope.

SCHEDULE

Pacheco Koch acknowledges the importance to CLIENT of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. CLIENT understands, however, that Pacheco Koch's performance must be governed by sound professional practices. If, through no fault of Pacheco Koch, such periods of times or dates are changed, or the orderly and continuous progress of Pacheco Koch's services is impaired or Pacheco Koch's services are delayed or suspended, then the time for completion of Pacheco Koch's services, and the rates and amounts of Pacheco Koch's compensation, shall be adjusted equitably. If requested, Pacheco Koch would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

COMPENSATION

Pacheco Koch proposes to provide the Conceptual Design and TxDOT PSE services described above on a Fixed Fee basis and the Bid & Construction Phase services on an Hourly Not to Exceed basis for a total fee as follows:

<i>CONCEPTUAL DESIGN</i>	\$ 66,000.00 (Fixed Fee)
<i>TXDOT PSE</i>	\$360,000.00 (Fixed Fee)
<i>BID & CONSTRUCTION PHASE SERVICES</i>	<u>\$ 24,000.00</u> *(NTE)
TOTAL	\$450,000.00

*Pacheco Koch proposes to provide the services listed above which are noted as "Hourly" on an Hourly Rate basis. A copy of our "Standard Schedule of Hourly Rates" is attached for your reference.

Please note that the fees above are based on the assumption that Pacheco Koch will perform the above services all together for this project. In the event any item is deleted from the scope of work, Pacheco Koch reserves the right to adjust the fees for other items as appropriate.

SUMMARY

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by Pacheco Koch Consulting Engineers, Inc. on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal should no longer be valid.

Pacheco Koch Consulting Engineers, Inc. is pleased to have this opportunity to submit this proposal and looks forward to working with you on this project. If the proposal and accompanying agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. Upon receipt of notice to proceed, either in writing or verbally, it will be assumed said agreement is accepted by all parties and services will be provided accordingly. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a series of loops and a final flourish.

Patrick R. Owens, P.L.A.



EXHIBIT A - LANDSCAPE IMPROVEMENT AREAS

NOT TO SCALE

LEGEND

- CITY LIMITS
- IH 45 (CLEAR CREEK - HUGHES LN)
- IH 45 DETENTION BASINS
- SH 3 (HOUSTON AVE - MAIN ST)

- FM 518 (FM 270 - LAWRENCE RD)
- MARINA BAY DR (CORYELL ST - LAWRENCE RD)
- SH 96 (IH 45 - SH 146)
- FM 646 (FM 517 - EDMUND WAY)
- 📍 EXISTING SIGNAGE
- 📍 PROPOSED SIGNAGE

Pacheco Koch

League City - TxDOT Corridor Landscape Improvements		May				June				July					August				September				
		Week Ending	5/7	5/14	5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24
Meetings																							
	Council Approval & NTP		11-May		NTP																		
	Kickoff & Visioning						Mtg 1																
	Concept Presentation 1										Mtg 2												
	Concept Presentation 2															Mtg 3							
	Final Concept & TxDOT PSE Packages																					Mtg 4	
Tasks																							
	Data Collection and Base Preparation																						
	Site Assessment																						
	Concept Development																						
	Concept Refinement																						
	Cost Estimate Preparation																						
	Final Concept																						
	Propose PSE Packages																						
	Establish TxDOT Letting Schedules																						
	TxDOT PSE 1 - 10 mo Duration (Letting Date TBD)																						
	TxDOT PSE 2 - 10 mo Duration (Letting Date TBD)																						
	TxDOT PSE 3 - 10 mo Duration (Letting Date TBD)																						



SCHEDULE OF STANDARD HOURLY BILLING RATES
(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$245.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager	\$170.00/Hr.
Senior Project Coordinator	\$170.00/Hr.
Project Manager.....	\$125.00/Hr.
Project Coordinator.....	\$125.00/Hr.
Project Engineer.....	\$100.00/Hr.
Senior Technician.....	\$115.00/Hr.
Technician	\$85.00/Hr.
Drafter	\$80.00/Hr.
Research Manager.....	\$100.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$245.00/Hr.
Associate Principal.....	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$100.00/Hr.
Landscape Task Lead	\$95.00/Hr.
Technician	\$85.00/Hr.
Landscape Designer	\$80.00/Hr.
Drafter	\$80.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.

SURVEYING

Principal	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director	\$210.00/Hr.
Senior Project Manager	\$165.00/Hr.
Senior Project Coordinator	\$165.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator.....	\$120.00/Hr.
Project Surveyor	\$100.00/Hr.
Survey Intern	\$95.00/Hr.
Senior Technician.....	\$95.00/Hr.
Technician	\$85.00/Hr.
Drafter	\$80.00/Hr.
Research Manager.....	\$100.00/Hr.
Research Coordinator.....	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant.....	\$100.00/Hr.
Senior Administrative Assistant	\$90.00/Hr.
Administrative Assistant.....	\$75.00/Hr.
Expert Witness Testimony.....	\$350.00/Hr.
Survey Field Crew (1-person)	\$100.00/Hr.
Survey Field Crew (2-person)	\$150.00/Hr.
Survey Field Crew (3-person)	\$210.00/Hr.
Survey Field Crew (4-person)	\$270.00/Hr.
Survey Scanner Crew (1-person) ..	\$180.00/Hr.
Survey Scanner Crew (2-person) ..	\$225.00/Hr.
Survey Scanner Crew (3-person) ..	\$310.00/Hr.