



**PROFESSIONAL SERVICES AGREEMENT WITH
GANNETT FLEMMING AND TRANSYSTEMS**

(Version 1-9-2025)

This AGREEMENT (“Agreement”) is entered by and between **Gannett Fleming Transystems** (the “Professional”), located at **3100 West Alabama Houston, Tx 77098** 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 of 1,500 water well, one (1) million gallon storage tank, booster pump building housing two (2) 1,250 gpm booster pumps, two 2,000 gpm pumps and, chemical feed system. Also, design of SCADA system, back up diesel generator, air conditioning, and site security.** Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **March 31, 2025** and shall expire on **December 31, 2027** 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 **\$648,700** 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:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement and Professional will diligently perform the services in accordance with the standard of care. 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. City acknowledges and understands that by this conveyance, Professional is not conveying the sole ownership of its standard details and other non-project specific work product that may be included in the Work, and Professional maintains all rights to use such standard details and other non-project specific work in other designs it produces. If City decides to reuse the Work for another project without engaging Professional to adapt the Work to such additional project, City does so at its own risk and shall have no recourse or right of recovery against Professional for any damages related to the use of the Work for such other project. The Work is not intended or represented to be suitable for re-use by the City or any third party for any other purpose except as expressly stated in connection with the Services, when applicable. Any modification, changes, or reuse of the Work will be at the City's sole risk and without liability or legal exposure to Professional.

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. **Representations:** Professional 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 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 will perform all services under this Agreement in a manner consistent with generally prevailing professional or industry standards of care.
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 REIMBURSEMENT OF REASONABLE 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:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. 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. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

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

GANNETT FLEMING TRANSYSTEMS - "Professional"



Charles E. Thomas, P.E.

CITY OF LEAGUE CITY – "City"

John Baumgartner, ICMA-CM, P.E.

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

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

See Attached Gannett Fleming Transystems Proposal

EXHIBIT A

Engineering Services for New Calder South (formerly Westside Plant) Water Plant Redesign

General:

DECORP (Now Gannett Fleming TranSystems) had previously completed the design of this project (previously called Westside Well & Booster Station) in 2019/2020 and received bids for the plant as designed in late 2020. After bids were received, there were some modifications proposed and the plant was to be rebid. Those design modifications were completed, but the plant was not rebid due to funding and priorities. This was all occurring during the disruption during COVID. Since that time, the City has reevaluated its water supply and distribution plans as evidenced by the adoption of the latest Water Master Plan, dated May 30, 2023. This plan has increased the size of the ground storage tanks, booster pumps and related piping and electrical requirements of the project. The plan will require resizing of the control building, a Galveston County Water Authority metering station, 24-inch intake piping and site paving. While some of the previous design will be able to be used, other components such as ground storage tank, booster pumps and room, controls, piping, electrical systems, etc. have to be modified or redesigned. A new 24" intake line from Calder Road needs to be added to bring surface water supply into the plant. Also, we have been acquired by Gannett Fleming TranSystems, we would propose that we close out the previous contract and enter into a Professional Services Agreement. Gannett Fleming TranSystems will provide desired and required information that the City requires for the prosecution of this Agreement. The scope of this redesign project entails Design Phase, Bidding Phase, Construction Phase, and Subconsultant Services.

As discussed in our October 29, 2024 redesign scoping meeting, Gannett Fleming TranSystems will provide Design Engineering Services for the redesign of New Calder South Water Plant. At this time, we are proposing the following:

- 1) Gannett Fleming TranSystems will revise the site plan to align with the updated water intake and storage tank sizing requirements specified in the Water Master Plan. Additionally, we will design the site's surface drainage system and the ground storage tank drain system. The surface drainage will be directed to Calder Road, while water from draining the storage tank will be piped to the storm sewer system located in Calder Road.
- 2) A 1,500 GPM water well, piping and other well requirements to be completed in two (2) phases. The first phase consists of drilling, logging and sampling the test hole. The second phase consists of drilling and development of the water well. The second phase will only be authorized with favorable results from the first phase. This water well was designed in original plant but will be revisited and incorporated into new plan set.

- 3) The currently designed 750,000 gallon tank in plans will be replaced with One (1) 1.0 MG welded steel painted, or reinforced concrete, ground storage tank with connection to a future same size or larger welded steel painted, or reinforced concrete, ground storage tank. No hypneumatics tanks have been requested at this time.
- 4) Coordinate with the City's Planning Department to comply with setback provision for requirements along Calder Road. Due to the increased size of the new ground storage tank, more of the site will need to be utilized to accommodate the expanded project.
- 5) The currently designed Booster Pump Building will be redesigned to house two 1,250 GPM booster pumps and two 2,000 GPM pumps; necessary components, such as piping, pumps, valves, controls and other appurtenances. The designed suction and discharge piping to be upgraded to accommodate higher flows and location and routing of piping into and out of the control building to be revised. Piping design for potential future expansion will be coordinated with the City.
- 6) Currently designed SCADA system, permanent diesel generator, controls, air conditioning, site security system, door locking and hardware, will be reviewed and upgraded to meet the proposed plant requirements. Additionally, during electrical design and 60%, 90% and 100% submittals, the design team will coordinate with Data Flow Systems, the City consultant, to be sure that the control systems for the Calder South Water Plant integrates with the City water system operational control programs, including SCADA.
- 7) Currently designed chemical feed system including but not limited to means to off-load, storage, pumps, monitoring of chemicals including chloramine, will be reviewed and upgraded as required for the proposed plant.
- 8) Gannett Fleming TranSystems will assist League City in coordinating the tie-in to the Gulf Coast Water Authority (GCWA) 39-inch and League City 24-inch water lines located along Calder Road. Topographic surveys and mapping will be conducted from the GCWA's intake point to inside the plant site. Also, assist City and GCWA on location and size of the metering station for the project.
- 9) Coordinate with Texas New Mexico Power (TNMP) to determine the appropriate transformer size for the project. Assist the City with the early purchase of the transformer due to potential supply chain concerns and to ensure availability. Provide electrical power load analysis to City and TNMP as needed.
- 10) Currently designed reinforced concrete entrance drive will be reviewed and upgraded as needed. Plant roads will be designed to provide access to and around the various facilities on the plant site. This will include provisions for parking and turnaround capabilities to ensure efficient movement and access for vehicles.

- 11) Upgrade and/or modify currently designed chain link fence with 3-strand barb wire to enclose the plant site for security. A remote-controlled entrance gate will be provided for controlled access to the site.
- 12) Upgrade site grading, landscaping to meet new plant layout, amenities and flood plain changes if any.
- 13) Freeze protection for any outdoor valves and space heaters for internal motors to prevent freezing in colder temperatures will be provided.
- 14) All designs shall meet Federal, State, and local codes and requirements including Gulf Coast Water Authority. Additionally, Gannett Fleming TranSystems shall submit plans to City Development and Building Permit Departments as well as Engineering and Project Management Office.
- 15) Gannett Fleming TranSystems will attend and present at public meetings as necessary to communicate specifics of the proposed project.

United States Army Corps of Engineers (USACE) permits and coordination, flood plain changes, and item(s) specifically not listed in the scope of work are excluded from this proposal. City has a construction budget of \$10,920,000 for the project. Construction cost will be updated throughout the design phase.

90% Submittal:

- 1) Address City's 60% comments and prepare a written response document.
- 2) Development plans to 90% level design.
- 3) Prepare project manual consisting of front-end, bid proposal, and technical specifications.
- 4) Update Engineer's Opinion of Probable Construction Cost.
- 5) Continue coordination with the Power Company on power needs for the plant.
- 6) Submit one (1) set of pdfs of 90% plans, updated construction cost estimate, complete project manual and other documents as required by the Exhibit B of the Agreement.
- 7) Attend one (1) meeting with City to review comments.

100% Submittal:

- 1) Address City's 90% comments and prepare a written response document.
- 2) Development plans to 100% level design.
- 3) Update project manual consisting of front-end, bid proposal, and technical specifications.
- 4) Update Engineer's Opinion of Probable Construction Cost.
- 5) Continue coordination with the Power Company on power needs for the plant.
- 6) Submit one (1) set of pdfs of 100% plans, updated construction cost estimate, complete project manual and other documents as required Coordinate with City Development, Building Permit and other department to receive approval of plans.
- 7) Submit two (2) sets of signed half-size plans and project manual to the City.

B. Bidding Phase Services

Gannett Fleming TranSystems will provide the following Bid Phase services:

- 1) Assist City in preparation of Notice to Bidders. Upload documents on CIVCAST. City will advertise project publicly and bear the cost.
- 2) Attend and conduct the pre-bid conference.
- 3) Answer contractor's questions, issue addendums and upload on CIVCAST as required.
- 4) Upon Receipt of bids from City, Gannett Fleming TranSystems will check, evaluate and tabulate all bids.
- 5) Gannett Fleming TranSystems will prepare and submit a letter of recommendation of award, along with a bid tabulation.
- 6) Upon award of construction contract, Gannett Fleming TranSystems will prepare and submit three (3) copies of conformed project manual for execution between the City and the Contractor.

C. Construction Administration Services

Gannett Fleming TranSystems will provide construction administration services to include the following:

- 1) Attend pre-construction meeting.
- 2) Prepare and submit five (5) copies of half-size plans, project manual for use by City and the Contractor. Gannett Fleming TranSystems will also provide one (1) full size set of plans (22" x 34") to Engineering Department.
- 3) Review construction submittals, shop drawings, pay estimates and prepare any change orders.
- 4) Respond to RFI's and other design clarifications.
- 5) Review and approve Contractor's Pay Estimates based on City's feedback from their regular inspections and verifications of work accomplished.
- 6) Make average two (2) site visits per month. It is understood that the City of League City will provide full- time construction phase services. We can provide construction phase services if the City requests as an additional service.
- 7) Attend one (1) Substantial Completion inspection and assist City in preparation of the Punch List.

SCOPE OF SERVICES

1. Basic Services

A. Gannett Fleming TranSystems will provide final design phase services which will consist of the following:

60% Submittal:

- 1) Conduct a kickoff meeting with the City staff to review scope of redesign of the plant and discuss current state of old plans and specifications and the proposed additions and modifications being considered at this plant site.
- 2) Coordinate and authorize subconsultants' work, to include surveying and geotechnical.
- 3) Review current design drawings, specifications and other documents pertaining to the original design which are applicable to the redesign and incorporate into new plant construction documents.
- 4) Design and incorporate additional designs and modifications included in new scope of work and discussed above into new plant construction documents.
- 5) Electrical Engineering, Lighting and Security Systems will be provided by Hatch Engineering as part of the Basic Services.
- 6) The plans and specifications will be in accordance with the Design Criteria for the City of League City. In the absence of a defined City standard, we will use TCEQ regulations.
- 7) Prepare SW3P plans and details.
- 8) Prepare a list of technical specifications.
- 9) Coordinate with Power Company and provide load analysis and information to secure timely power for the Plant.
- 10) Prepare Engineer's Opinion of Probable Construction Cost.
- 11) Submit one (1) set of pdfs of 60% plans, construction cost estimate, list of conflicts, list of technical specifications and other documents as required by the Exhibit B of the Agreement.
- 12) Attend one (1) meeting with the City to review comments.

- 8) Attend one (1) Final Completion walk-through Inspection.
- 9) Assist City in contractor's start-ups of the facility.
- 10) City will provide an inspector to oversee construction.
- 11) Prepare Record Drawings from Contractor's red-marked plans and submit an electronic copy to the City.
- 12) Provide formal written decisions on claims of the Contractor related to the interpretation of the Contract Documents.

2. Special Services

Gannett Fleming TranSystems will provide the following subcontractor special services:

1) Surveying

The site is wooded. Topography will be surveyed on the site between the existing trees and project benchmarks set. It is anticipated that GBI Surveying will be the Gannett Fleming subcontractor for these services. Their budget will also include the cost to pothole the existing 39" GCWA waterline and 24" League City waterline in Calder Road.

- 2) The geotechnical engineer shall provide geotechnical services for the project design including recommendations for ground storage tank and booster pump building foundations. When construction is started, the City will contract directly with a Geotech to provide material testing services.
- 3) **Miscellaneous Project Expenses (Budget)**
We propose a budget not to exceed \$4,000 be set for miscellaneous project expenses such as printing, reproduction, delivery, and local travel mileage. These costs will be invoiced at cost plus 10%. GF will not exceed this budget without prior City approval.
- 4) **Additional As-Needed Engineering Services (Budget)**
We propose a budget not to exceed \$25,000 be set for any additional engineering services which the City may deem necessary beyond current scope of work. Scope and fee for such services will be negotiated within the above budget prior to work. GF will not exceed this budget without prior City approval.

3. Proposed Fees

Gannett Fleming TranSystems proposes the following fees for basic and special services:

Basic Services Fees:

A. Design Phase:		
1) 60% Design	\$300,000	*
2) 90% Design	\$120,000	*
3) 100% Design	<u>\$ 50,000</u>	*
Subtotal Design	\$470,000	
B. Bid & Award Phase:	\$ 25,000	
C. Construction Phase:	<u>\$105,000</u>	
	<i>Subtotal Basic Services</i>	\$600,000
D. Special Services		
1) Surveying (Sub + 10%)	\$ 8,700	*
2) Geotech (Sub + 10%)	\$ 11,000	*
3) Misc. Project Expense (Budget)	\$ 4,000	
4) Additional As-Needed Engineering Services (Budget)	<u>\$ 25,000</u>	
	<i>Subtotal Special Services</i>	\$48,700
	Total All Services	\$648,700

* *Time-critical tasks totaling \$489,700 to be completed in 285 days for 100% completion of the plans excluding City and other agency reviews.*

4. Schedule

A. Surveying, Geotech, & 60% Plans	150 days from Notice to Proceed
B. 90% Plans	90 days from receipt of 60% comments from City
C. 100% Plans	45 days from receipt of 90% comments from City
D. Bid & Award Phase	Estimated 75 days from Advertisement
E. Construction Phase Completion	Estimated 540 days from Contractor's Notice to Proceed



GBI Partners, LLC
Land Surveying Consultants
TBPELS # 10130300

December 17, 2024

Mr. Jack Carter
Gannett Fleming
3100 West Alabama St.
Houston, TX 77098
Ph: 713.527.6368
VIA EMAIL: jcarter@gfnet.com

RE: PROPOSAL FOR SURVEYING SERVICES – LEAGUE CITY CALDER ROAD WATER PLANT

Dear Mr. Carter,

We are pleased to submit this proposal to provide the following services in accordance with the specifications set forth for the amount indicated for each item:

ITEM 1) BOUNDARY VERIFICATION **\$1,600**
Surveyor will locate existing site monumentation and verify site boundary in accordance with the record documents. Surveyor will notify client of any discrepancies observed during the course of this survey.

ITEM 2) LIMITED SITE TOPOGRAPHY **\$1,200**
Surveyor will collect ground elevations and surface features located in the center of the site and not covered by the previous survey provided by others. Surveyor will use benchmarks provided on existing survey and will measure particular hard surface locations for confirmation of existing features.

ITEM 3) WATER LINE LOCATES AND TIES **\$1,800**
Surveyor will mark locations provided by client for excavation of exiting City of League water lines and collect horizontal and vertical values of the exposed locations. Client will coordinate with surveyor and excavator to schedule accordingly and ensure that excavation and surveying can be performed simultaneously.

ITEM 4) STAKE BORE LOCATIONS **\$1,500**
Surveyor will provide stakes and surface elevations of approximately ten (10) locations to be provided by the client.

ITEM 5) SITE CONTROL

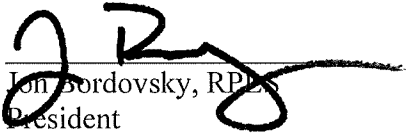
\$1,800

Surveyor will provide a minimum of four (4) control points with elevations tied to this site to be relied upon and utilized for development of this site. Surveyor will provide a control map with the coordinates and elevations of the established points and physical ties to the project corners.

Progress invoices will be submitted monthly and payment shall be due and payable within thirty (30) days of receipt of invoice.

Respectfully submitted:
GBI PARTNERS

Accepted:



Jon Gordovsky, RPLS
President
24-986

Date:



February 3, 2025

Mr. Jack Carter
Gannett Fleming TranSystems
3100 West Alabama Street
Houston, Texas 77098

Re: UES Proposal No. 110400
Geotechnical Investigation
Bay Colony West MUD
League City, Texas

Dear Mr. Carter:

UES Professional Solutions 44, LLC (hereinafter "UES"), is pleased to offer this proposal for a geotechnical investigation for the referenced project. We prepared this proposal based on information provided.

Project Location: The site is located approximately 990 feet west of the Calder Drive, and 1,350 feet north of F.M. 517, in League City, Texas.

Project Description: The project consists of the following proposed improvements:

- A ground level 1,000,000 gallon water storage tank.

Assumptions: Our proposal assumes and is based upon the following:

- The site is readily accessible.
- The site does not require clearing for boring access.
- **UES will contact 811 call to locate public underground utilities prior to drilling work.**
- **If requested, a 3rd Party Private Utility Locator may be called in by UES to clear the boring locations prior to drilling work at an additional fee.**
- The boring locations can be accessed by a buggy-mounted drilling rig.
- The boring locations are not covered by concrete.

FIELD INVESTIGATION

The proposed field investigation includes:

No. of Borings	Boring Number	Boring Depth (ft)	Location
2	B-01 and B-02	70	In area of proposed storage tank.

Two (2) borings totaling 140 feet of drilling are included in this scope of work.

Field personnel will drill the borings using the equipment stated in our assumptions. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively. Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, UES is not responsible for re-grading or repairing rutted areas if they develop.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. UES will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and plugged with soil cuttings.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. Report will address:

- Limited site seismic classifications.
- Subsurface and groundwater conditions encountered at the boring locations.

- Foundation design recommendations including foundation type, identification of bearing strata, allowable bearing pressure, and estimated settlement.
- Recommendations for floor slab support, including evaluation of swell characteristics of subgrade soils.
- Recommendations for horizontal and lateral earth pressures related to buried and retaining structures.
- Earthwork recommendations, including material and compaction requirements.
- Construction considerations related to soil and groundwater conditions at the borings.

COST OF SERVICES

Based on the scope of services described above, we propose the following lump sum fees:

- **GEOTECHNICAL INVESTIGATION = \$10,000.00**
- **OPTIONAL SERVICES (PRIVATE UTILITY LOCATOR FEE) = \$900.00**

A detailed cost estimate is attached. This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

Private Utility Locator Note. Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but service that is offered to lower the risk of the owner/client. Private utility locator services can identify utility alignments that incorporate significant iron (ferrous) content in the conduit materials. But private utility locator conventional methods have a higher likelihood of not accurately identify non-ferrous utilities (such as sewer lines, copper or PVC lines, fiber optic lines, or sprinkler lines etc.).

PROJECT SCHEDULE

You will receive the geotechnical draft report within 4-weeks (weather permitting) of receipt of notice-to-proceed. If you require a delivery time frame other than that presented above, please advise us at the time of completing the agreement so that we may make the appropriate adjustments in our schedule to accommodate your needs.

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site. Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, UES will contact the client to discuss accessibility options and associated fees.

Mr. Jack Carter
UES Proposal No. 110400
February 3, 2025
Page 4 of 5

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date. Payment of the invoice is not contingent on Client's agreement or acceptance of UES' design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify UES in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "UES Professional Solutions 44, LLC General Conditions - Texas" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The "UES Professional Solutions 44, LLC General Conditions - Texas" are attached to this proposal and are fully incorporated into this Proposal by reference as if set forth herein.

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed work scope. We look forward to working with you on the project.

Respectfully submitted,

UES


Daniel Toto
Project Manager

Attachments: Proposal Acceptance Form, Cost Estimate, Terms and Conditions

**GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM**

Date: February 3, 2025

UES Proposal No.: 110400

Project Name: Bay Colony West MUD

Project Location: Approximately 990 feet west of the Calder Drive, and 1,350 feet north of F.M. 517, in League City, Texas

CLIENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

ATTENTION: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

*******REQUIRED INFORMATION***** (Must be completed in order to process)**

ACCOUNTS PAYABLE CONTACT: _____

*Check box if
same as above*

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____ TELEPHONE: _____

Land Owner's Name: _____

Address: _____

City, St. Zip: _____

Project Legal
Description: _____

Project County: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: _____
Signature Title Date

PRINTED NAME: _____

REPORT DISTRIBUTION

COMPANY ATTENTION EMAIL ADDRESS

GEOTECHNICAL INVESTIGATION AND ENGINEERING COST ESTIMATE				
Prepared by UES Professional Solutions 44, LLC				
UES Proposal No.:	110400			
Proposal Date:	February 3, 2025			
Project:	Bay Colony West MUD			
Location:	League City, Texas			
PLANNING (One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	\$300.00	Hour		\$ -
Area Manager/Principal Engineer	\$210.00	Hour		\$ -
Engineering/CMT Manager	\$190.00	Hour		\$ -
Senior Project Engineer	\$180.00	Hour		\$ -
Project Engineer	\$140.00	Hour		\$ -
Staff/Field Engineer	\$110.00	Hour	3	\$ 330.00
Planning Subtotal:				\$ 330.00
FIELD (Borings, Corings, Piezometers)				
Item	Unit Rate	Unit	Quantity	Cost
Vehicle (Pickup Truck)	\$75.00	Trip	2	\$ 150.00
Field Soil Technician	\$70.00	Hour	16	\$ 1,120.00
Standard Drilling Rig Mobilization	\$700.00	LS	1	\$ 700.00
Standard Drilling (0-50 ft) - Soil	\$17.00	Foot	100	\$ 1,700.00
Standard Drilling (51-100 ft) - Soil	\$20.00	Foot	40	\$ 800.00
Field Subtotal:				\$ 4,470.00
LABORATORY (Classification, Strength, Consolidation/Swell Potential)				
Item	Unit Rate	Unit	Quantity	Cost
Senior Project Engineer (Lab Assignments)	\$180.00	Hour		\$ -
Project Engineer (Lab Assignments)	\$140.00	Hour	1	\$ 140.00
Moisture Content / Classification	\$6.00	Each	30	\$ 180.00
Atterberg Limits	\$35.00	Each	10	\$ 350.00
- No. 200 Sieve	\$35.00	Each	10	\$ 350.00
Unconfined Compression	\$35.00	Each	2	\$ 70.00
UU Triaxial	\$45.00	Each	6	\$ 270.00
Swell	\$50.00	Each	4	\$ 200.00
Consolidation	\$600.00	Each	2	\$ 1,200.00
Laboratory Subtotal:				\$ 2,760.00
BORING LOG PREPARATION				
Item	Unit Rate	Unit	Quantity	Cost
Area Manager/Principal Manager	\$210.00	Hour		\$ -
Engineering/CMT Manager	\$190.00	Hour		\$ -
Senior Project Engineer	\$180.00	Hour		\$ -
Project Engineer	\$140.00	Hour	4	\$ 560.00
Staff Engineer	\$110.00	Hour		\$ -
Administrative	\$60.00	Hour		\$ -
Boring Log Preparation Subtotal:				\$ 560.00
ANALYSIS AND REPORT				
Item	Unit Rate	Unit	Quantity	Cost
Director/Principal Engineer	\$300.00	Hour		\$ -
Area Manager/Principal Engineer	\$210.00	Hour	3	\$ 630.00
Engineering/CMT Manager	\$190.00	Hour		\$ -
Senior Project Engineer	\$180.00	Hour		\$ -
Project Engineer	\$140.00	Hour	10	\$ 1,400.00
Staff Engineer	\$100.00	Hour		\$ -
Administrative	\$60.00	Hour		\$ -
Analysis and Report Subtotal:				\$ 2,030.00
PROJECT TOTAL:				\$ 10,000.00

Estimate Notes: Field work includes 2 borings at 70-feet, totaling 140-feet. Estimate is valid for 90 days from proposal date.

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services must conform to the following submittal types and requirements:

A. 30% Submittals should, at a minimum, include the following:

Due to previous design effort,
30% submittal not required

1. Plans that contain the following information:
 - a. Cover Sheet
 - b. Field Survey Plan Sheet
 - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - d. Demo Plan
 - e. 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)

B. 60% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet w/ index
 - b. General Notes
 - c. Sheet Layout
 - d. Typical Cross-Sections
 - e. Survey Control
 - f. Demo Plan
 - g. Grading Plan (if needed)
 - h. Tree Protection and/or Landscape Plan (if needed)
 - i. Traffic Control Plan (if needed)
 - j. Proposed Drainage Area Map and calculations
 - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
 - l. Intersection Details
 - m. Sidewalks, Traffic Signage, & Pavement Marking Plans
 - n. SW3P Plan Sheet(s) and Details
 - o. Standard CoLC Details applicable for project
 - p. Project Specific Requirements/Details/Notes such as
 - 1) Electrical Plans/Details
 - 2) Structural Plans/Details
 - 3) 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)~~

C. 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.

D. Resubmittals

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
- ~~2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.~~

II. Bid Phase Services should, at a minimum, include the following:

- A. **100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).**
- B. **Completed Project Manual**
- C. **Completed SW3P Manual**
- D. **Final OPCC**
- E. **Updated Construction Schedule**
- F. **Preparation of Exhibits and attendance at Public Meeting (if needed)**
- G. **Assist with the advertisement of the project (if needed)**
- H. **Address any RFI during Bid process (if needed)**
- I. **Attend and Assist in running a Pre-Bid Meeting (if needed)**
- J. **Provide Addendums to Bid Documents (if needed)**
- K. **Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City**
- L. **Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.**

III. Construction Phase Services should, at a minimum, include the following:

- ~~A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start~~
- B. **Attendance at Construction Progress Meetings (if needed)**
- C. **Periodic Site Visits (minimum 1 visit per month of construction)**
- D. **Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.**
- E. **Address found Design Conflicts in the Field**
- F. **Provide paper & digital copies of As-Builts**