



## **PROFESSIONAL SERVICES AGREEMENT**

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Walter P Moore** (the “Professional”), located at 1301 McKinney, Suite 1100, Houston, TX 77010 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, Bid and Construction Phase Services related to the intersection improvements project at Country Lane and FM518 (CIP#RE1703A)**. 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 **May 1, 2024** and shall expire on **May 1, 2025** 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 **\$91,777.20** 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. 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, 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)*

**WALTER P MOORE - "Professional"**

\_\_\_\_\_  
Ceri J. Warnie, P.E., Principal

**CITY OF LEAGUE CITY – "City"**

\_\_\_\_\_  
John Baumgartner, 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**  
(11 pages, including this page)

See Next 10 Pages





## EXHIBIT A

### PROPOSAL FOR PROFESSIONAL SERVICES

**Project:** Traffic Signal Design FM 518 and County Lane  
**Client:** City of League City  
**Client Contact:** Anthony Talluto, Project Manager  
**Proposal Date:** 4/2/2024  
**Proposal Number:** 22-1967

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to City of League City for the Project as defined below and in accordance with the attachments listed below:

**Project Description:** It is our understanding that the project consists of a mast arm traffic signal designed to meet TxDOT 2024 specifications and new design codes at the intersection to replace the existing signal. Project scope includes design, bid, and construction phase services. Our proposal is based on the project as described. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

**Scope of Services:** Walter P Moore will provide traffic signal design, bid, and construction phase services for the intersection using City and TxDOT 2024 specifications and standards. The design phase will include a 30% submittal to the City followed by a 60%, 90% and final submittal to City/TxDOT. The design task includes plans, specifications, and estimates for the signal using the subconsultant's topographical survey. The geotechnical survey will be used for the new traffic signal poles, traffic signal controller foundations, and locations. Scope of Services is further detailed below:

#### A. Basic Services

##### I. Traffic Signal Design Phase

- A. Walter P Moore will prepare a base map utilizing construction drawings provided by the surveyor's topographical survey and mapping to represent existing conditions at the intersection to include location of utilities and intersection geometric layout. Utilities will be shown based on the City/TxDOT record plans if available.
- B. Walter P Moore will prepare a proposed signal design according to the City and TxDOT standards and requirements for the intersection utilizing surveyor's base map.
- C. Walter P Moore will obtain utility information from utility companies identified on the survey for verification of utility connections.
- D. Walter P Moore will prepare drawings to show signal elevations according to the City and TxDOT standards and requirements.
- E. Walter P Moore will coordinate and obtain service outlet information from the power company if needed.
- F. Walter P Moore will prepare traffic control plans and details and phasing notes; plans for removal of existing signal system; SW3P plans and details; and pavement marking and signage as necessary for the project.

- G. Walter P Moore will provide technical specifications for signal design. This will include a list of technical specifications with 60% submittal and complete project manual and bid proposal with 90% and 100% submittals.
- H. Walter P Moore will coordinate and obtain approvals from the City and TxDOT.
- I. Walter P Moore will update construction cost estimate with each milestone submittal.
- J. Walter P Moore will submit one (1) copy of electronic plans, project manual, and other documents as appropriate at each milestone submittal.
- K. If necessary, Walter P Moore will attend online or in-person meeting following each submittal to review City comments.

## **II. Traffic Signal Bid Phase**

- A. Walter P Moore will coordinate with City staff on bid schedule and provide electronic copies of bid documents and post documents to CIVCAST.
- B. Walter P Moore will attend a pre-bid meeting, assist with questions from bidders, and prepare/upload addenda, as necessary.
- C. Walter P Moore will provide bid tabulation and evaluation as well as Engineer's letter of recommendations.
- D. Walter P Moore will provide three (3) bound copies of conformed project manual to City for execution between City and selected Contractor.

## **III. Construction Phase**

- A. Walter P Moore will attend a pre-construction meeting.
- B. Walter P Moore will provide five (5) copies of half-size plans and project manual for use by City and the Contractor.
- C. Walter P Moore will perform construction phase administration services including field reviews; monthly site visits; respond to RFIs; review submittals from the Contractor; review monthly pay estimates; and review and assist in preparation of possible Change Orders.
- D. Attend one (1) Substantial Completion inspection along with City staff, TxDOT, and the Contractor. Prepare and submit a Punch List to the Contractor.
- E. Attend one (1) Final Completion inspection with City staff, TxDOT, and the Contractor.
- F. Based on the Contractor's red-lined mark up of plans, prepare the Record Drawing and submit the electronic copy of the document.

**B. Special Services**

**I. Surveying**

CL Davis, subconsultant, will perform topographical surveying and mapping for the project in accordance with the attached proposal. Walter P Moore will provide this service at cost plus 10%.

**II. Geotechnical Investigation**

HVJ Associates, subconsultant, will perform the geotechnical boring and investigation and report for the project in accordance with the attached proposal. Walter P Moore will provide this service at cost plus 10%.

**III. Miscellaneous Project Expenses**

Miscellaneous project-related expenses (such as printing, postage, mileage, and deliveries) incurred by Walter P Moore will be billed at cost plus 10%. We recommend a budget not-to-exceed \$1,500 be set for this. We will not exceed this budget without prior approval by the City.

**Compensation:** Walter P Moore proposes to provide the defined Scope of Services on a Lump Sum Fee basis as follows in Exhibit A:

**Basic Services Fees:**

Design (including all coordination and approvals as defined in scope)	\$41,000.00 *
Bidding Phase	\$ 7,000.00
Construction Phase Services	\$ 9,000.00
<hr/> Basic Services Fee Total	<hr/> \$57,000.00

**Special Services:**

C.L. Davis & Company (Survey) \$15,500 plus 10% =	\$17,050.00 *
HVJ Associates (Geotech) \$14,752 plus 10% =	\$16,227.20 *
Miscellaneous Reimbursable Expense Estimate	\$ 1,500.00
<hr/> Special Services Fee Total	<hr/> \$34,777.20
 Total	 \$91,777.20

\* Time-critical tasks totaling \$74,277 to be completed in 165 calendar days, excluding City and agency review and approval periods.

Compensation shall be equitably adjusted for changes in the scope of the project as described in the Project Description or changes in the scope of service as described in the Scope of Service.

**Additional Services**

Walter P Moore proposes to provide Additional Services not included in the Scope of Services as requested and approved by the City in writing. Additional Services shall be provided without invalidating the Professional Services Agreement. Additional Services shall be compensated at a mutually agreed upon fee.

### **City's Responsibilities**

The City shall provide to Walter P Moore in a timely manner full information of which the City is aware regarding any special conditions, design criteria, reports, or special services needed, and to make available any existing data or drawings concerning the Project and Project Site. Walter P Moore shall be entitled to rely upon the accuracy and completeness of any such information provided.

### **Project Schedule**

Walter P Moore proposes the following schedule for the project:

#### **Design Phase**

- |                               |   |
|-------------------------------|---|
| ➤ 30% Submittal (City only)   | 60 days after receipt of Notice to Proceed (includes Survey)  |
| ➤ 60% Submittal (City/TxDOT)  | 30 days after receipt of 30% City comments (includes Geotech) |
| ➤ 90% Submittal (City/TxDOT)  | 45 days after receipt of 60% City and TxDOT comments          |
| ➤ 100% Submittal (City/TxDOT) | 30 days after receipt of 90% City and TxDOT comments          |

#### **Bid and Award Phase**

75 days (estimated based on average for City of League City)

#### **Construction Phase**

75 days (estimated from receipt of traffic signal long lead items)

For Walter P Moore to proceed with its services toward the accomplishment of the Project Schedule, the following information shall be provided by the City in a timely manner:

- An executed copy of the Agreement for Professional Services
- Items specified or offered as part of City's Responsibilities section above

### **Terms of Agreement**

In accordance with the attached City of League City Professional Services Agreement (PSA).



**C. L. DAVIS & COMPANY**

LAND SURVEYING

1500 Winding Way

Friendswood, Texas 77546

281.482.9490

FAX 281.482.1294 – FIRM NO. 10082000

[cldavis@cldaviscompany.com](mailto:cldavis@cldaviscompany.com)

January 25, 2024

Walter P Moore

Mr. Ceri J. Warnie, P.E., PTP, PTOE

Principal

1301 McKinney, Suite 1100

Houston, Texas 77010

Re: City of League City Project:  
Signal design at intersection of F.M. 518 and  
Country Lane

Proposal No. 2024-009

Ref.: C.L. Davis Job No. 11-1134

Dear Mr. Warnie:

Our proposal for land surveying services for the above referenced project is as follows:

**PHASE 1: HORIZONTAL AND VERTICAL CONTROL**

1. Establish Horizontal Control based on North American Datum 1983 and Vertical Control based on North American Vertical Datum 1988, 2001 adjustment.....\$1,500.00

Total of Phase 1.....\$1,500.00

**PHASE 2: BOUNDARY SURVEY**

2. Establish existing right-of-way of F.M. 518 300' east and west of Country Lane .....\$2,400.00

3. Establish existing right-of-way of Country Lane between F.M. 518 and Country Glen Street (approximately 220').....\$1,800.00

Total of Phase 2.....\$4,200.00

*Surveying the Great State of Texas for 35 years*

**Mr. Ceri J. Warnie, P.E., PTP, PTOE**

Proposal No. 2024-009

January 25, 2024

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**PHASE 3: TOPOGRAPHIC AND UTILITY INVESTIGATION SURVEY**

*4. Topographic and Utility Investigation Survey on portion of F.M. 518 250' east and west of Country Lane and portion of Country Lane 220' south of F.M. 518 .....\$9,800.00*

*Total of Phase 3.....\$9,800.00*

***Total amount of Proposal..... \$15,500.00***

Any changes or revisions in the scope of the project after authorization to proceed will be billed on an hourly basis as described below:

- Principal \$225.00
- Registered Professional Land Surveyor (RPLS) \$150.00
- Technical/CAD \$110.00
- Three-man field crew \$185.00
- Data Collector \$40.00
- Clerical \$100.00

All surveying services are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors: 1917 South Interstate 35; Austin, Texas 78741; phone number: 512-440-7723. Any complaints about surveying services should be sent to the above address.

Thank you for the opportunity to submit this proposal and we look forward to working with you.

Sincerely,

Approved & Accepted

C. L. Davis, R.P.L.S.

\_\_\_\_\_  
Mr. Ceri J. Warnie, P.E., PTP, PTOE Date  
Walter P Moore

*Surveying the Great State of Texas for 35 years*



Houston | 6120 S. Dairy Ashford Rd.  
Austin | Houston, TX 77072-1010  
Dallas | 281.933.7388 Ph  
San Antonio | 281.933.7293 Fax  
[www.hvj.com](http://www.hvj.com)

January 24, 2024 (Revised April 2, 2024)

Mr. Ceri J. Warnie, P.E., PTP, PTOE  
Principal  
Walter P Moore  
1301 McKinney, Suite 1100  
Houston, Texas 77010

**BY ELECTRONIC TRANSMISSION**

Re: Geotechnical Study  
Traffic Signal Improvements at League City  
League City, Texas  
Owner: City of League City  
HVJ Proposal No. HG2410042

Dear Mr. Warnie:

HVJ Associates, Inc. is pleased to submit this revised proposal for providing geotechnical services for the above-mentioned project. This proposal outlines our understanding of the scope of the project and presents our approach and our fees for providing the services.

### **Project Description**

The project includes replacing existing traffic signal lights and control box located at FM 518 and Country Lane Road intersection in League City. We understand that the existing traffic signal lights are supported by overhead wires and these will be replaced with signal poles. Also, the existing control box will be moved from the existing location and will be placed at another location within the intersection founded on a concrete pad supported by slab on grade foundation system. The exact location where the control box will be placed is unknown at this time.

The purpose of this study is to perform a geotechnical exploration for the project to provide design and construction recommendations for the new foundation systems and to evaluate the bearing capacity of soil supporting the control box pad.

### **Scope of Work**

We propose to drill one 40-foot boring within the intersection at FM 518 and Country Lane Road. The boring will be sampled continuously to a depth of 20 feet and at five feet interval until the terminatuion depth. To comply with TxDOT standards Texas Cone Penetrometer (TCP) test will be performed at 5-foot intervals. The pavement will be cored at the borehole locations prior to drilling and pavement thickness information will be obtained. Traffic control will be used during the field operations. The groundwater level in the boring will be measured during drilling operatins and 5 minutes, 10 minutes and 15 minutes after drilling. The subsurface investigation will be conducted using appropriate sampling and testing equipment. In general, cohesive soil samples will be obtained

Mr. Ceri J. Warnie, P.E., PTP, PTOE  
HG2410042  
January 24, 2024 (Revised April 2, 2024)

with a three-inch thin-walled (Shelby) tube sampler in accordance with ASTM D1587 standard. Each sample will be extruded in the field, visually classified, and strength estimate will be obtained with a pocket penetrometer. Cohesionless soils will be sampled with the split spoon sampler in accordance with ASTM D1586 standard.

Suitable portions of each sample will be sealed and packaged for transportation to our laboratory. The field work will be documented through preparation of a field log by an experienced soils technician. The field log includes the date and time the boring was drilled, personnel performing the work, type of equipment used, weather conditions, groundwater depth measurements, sample and test types and depths, soil strata encountered with descriptions, and other pertinent information.

Selected soil samples will be tested in the laboratory to determine physical and engineering properties applicable to the site. Tests will be performed according to the relevant ASTM Standards. These tests will consist of moisture content measurement (ASTM D2216), percent finer than No. 200 sieve (ASTM D1140), Atterberg Limits (ASTM D4318), unconfined compression (ASTM D2166) and unconsolidated undrained compression (ASTM D2850) tests.

Results of the field and laboratory data will be analyzed to provide design and construction recommendations for the new foundation systems. A report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Plan of borings,
- Boring log and test data,
- Groundwater conditions,
- Generalized subsurface conditions,
- Traffic Signal foundation recommendations,
- Slab on Grade foundation recommendations for Control Box Pad,
- Select fill and general earthwork recommendations.

### **Schedule and Deliverables**

An electronic copy of our draft report consisting of field and laboratory results, analysis, and conclusion of the work outlined above will be submitted in about 5 to 7 weeks from the receipt of fully executed contract. The final sealed report will be submitted in two weeks after receipt of comments, if any, on the draft report.

### **Fee**

Based on the scope of work outlined, the lump sum fee for geotechnical services is **\$14,752.00**. A detailed cost estimate for the proposed work is attached. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of project should its duration last less than a month. Our credit terms are net 30 days.



Mr. Ceri J. Warnie, P.E., PTP, PTOE  
HG2410042  
January 24, 2024 (Revised April 2, 2024)

### Conditions

The scope of work described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in scope of work may be required. HVJ Associates will recommend such changes when and if it is deemed necessary. No changes will be implemented without prior authorization from Walter P Moore. The following conditions have been assumed for the fee proposal:

- HVJ assumes no permit fees will be required for the traffic closure. Walter P Moore will be responsible for paying the permit fees, if required.
- The field work will be performed during normal business hours.
- HVJ uses the Texas One Call System to locate buried utilities. Walter P Moore will be responsible for notifying us of other utilities that may be present at the site, and for locating them, if needed.
- HVJ will take care to minimize damage to the existing facilities; however, our activities may result in damage to vegetation or unidentified existing utilities. This proposal specifically excludes any cost associated with restoration of vegetation or repair of such utilities damaged by our operations.
- Our proposal does not include the costs of precise surveying of the horizontal and vertical location of the borings. Walter P Moore will be responsible for providing survey information of the horizontal and vertical locations upon completion of drilling.
- HVJ is not including any level of effort to produce CAD design details.
- No Bid & Award or Construction Phase Services are included in this estimate. A proposal can be prepared at the time of Construction Phase Services related to Construction Materials Engineering and Testing if requested.

If this proposal meets with your approval, please forward a copy of the sub consultant agreement for our review and execution.

HVJ Associates, Inc. is pleased to be of service on this project. Please call us if you have any questions or require additional information.

**HVJ ASSOCIATES, INC.**



Fernando L. Aponte-River, P.E.  
Project Manager

**GEOTECHNICAL FEE ESTIMATE**

Project: Traffic Signal Improvements at League City  
Client: Walter P Moore  
HVJ Proposal No. HG2410042  
January 24, 2024 (Revised April 2, 2024)

**COST BREAKDOWN FOR GEOTECHNICAL INVESTIGATION**

**Field Investigation (One 40-foot boring)**

Mobilization/Demobilization	1	each @	\$700.00	lump sum	\$700.00
Soil Boring, Continuous (0' to 20')	20	ft @	\$25.00	per foot	\$500.00
Soil Boring, Intermittent (20 to 40')	20	ft @	\$23.00	per foot	\$460.00
Texas Cone Penetrometer	8	each @	\$22.00	each	\$176.00
Traffic Control Services, Small Project (Includes labor, equipment and fuel)	1	day @	\$1,750.00	per day	\$1,750.00
Standby (Crew of two)	1	hr @	\$300.00	per hour	\$300.00
Concrete Coring, Minimum Charge	1	each @	\$600.00	each	\$600.00
Grouting of Completed Boring	40	ft @	\$12.00	per foot	\$480.00
Project Engineer, PE (field coordination)	2	hr @	\$165.00	per hour	\$330.00
Technician (logging, staking, field coordination, includes travel time)	15	hr @	\$90.00	per hour	\$1,350.00
Vehicle Charge	15	hr @	\$12.00	per hour	\$180.00
Site Cleanup	1	hr @	\$300.00	per hour	\$300.00
Daily Mobilization (Crew)	1	day @	\$500.00	per day	\$500.00
					<hr/>
					<b>\$7,626.00</b>

**Laboratory Testing \***

Moisture Content (ASTM D-2216)	8	@ \$	11.00	each	\$88.00
Unconfined Compression (ASTM D-2166)	2	@ \$	51.00	each	\$102.00
Atterberg Limits (ASTM D-4318)	5	@ \$	71.00	each	\$355.00
Percent Passing #200 Sieve (ASTM D-1120)	5	@ \$	55.00	each	\$275.00
Unconsolidated Undrained (ASTM D-2850)	3	@ \$	72.00	each	\$216.00
				<b>Subtotal</b>	<hr/>
					<b>\$1,036.00</b>

**Project Management, Engineering Analyses, Report Preparation**

Principal, PE	1	hr @	\$250.00	per hour	\$250.00
Senior Engineer, PE	4	hr @	\$205.00	per hour	\$820.00
Project Engineer, PE	12	hr @	\$165.00	per hour	\$1,980.00
Engineer in Training	24	hr @	\$115.00	per hour	\$2,760.00
Admin/Clerical	4	hr @	\$70.00	per hour	\$280.00
				<b>Subtotal</b>	<hr/>
					<b>\$6,090.00</b>

**TOTAL GEOTECHNICAL SERVICES**

**\$14,752.00**

## **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:

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**