



## **PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT ("Agreement") is entered by and between **Clark Condon** (the "Professional"), located at **10401 Stella Link Road, Houston, Texas, 77025** 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 **Phase 2 of the Wayfinding Signage program to incorporate 53 interpretative signs to match design of Phase 1.** 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 **June 1, 2022** and shall expire on **September 30, 2023** 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 **\$76,940.00 (Seventy six thousand nine hundred forty dollars and zero cents)** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker's Compensation coverage with statutory limits for the State of Texas, and
    - (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per combined single limit.

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 \$25,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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

advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.

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

delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

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

25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **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)*

**CLARK CONDON - “Professional”**

  
\_\_\_\_\_  
Elizabeth Gilbert, PLA, ASLA

**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**  
(Five pages, including this page)

See Next Page...



## EXHIBIT A

March 28, 2022  
May 3, 2022, Revised

Cara Davis  
City of League City  
512 Second Street  
League City, TX 77573

Re: **PK1701 Hike & Bike Trails Wayfinding Signage Ph 2**

Dear Cara,

We are pleased to provide this proposal for landscape architectural design associated with the proposed PK1701 Hike & Bike Trails Wayfinding Signage Phase 2 located in League City, Texas. For the purposes of this proposal, you will be referred to as the City and Clark Condon Associates, Inc. as the Landscape Architect.

**SCOPE OF WORK** - The City of League City has developed a family of wayfinding signage which includes 4 different sign types. The first phase of signage was installed previously within the Feathered Friends Trails and included kiosk blade signs, directional signs, park signs, and interpretive signs. The Scope of Phase 2 will incorporate a total of 53 signs including 29 new signs within the Fauna and Flowers Trails, 20 signs within the Coastal Creatures Trails as well as install an additional 4 signs within the Phase 1 Trails. A maximum of 10 interpretive "Type D" signs shall be included. The City has provided a cost estimate with signage types for the proposed Phase 2 but locations are not yet determined. The Landscape Architect will assist the City with reviewing and selecting signage locations and verify types and quantities.

The City will provide all previously designed artwork in Adobe Illustrator or Photoshop format, as well as names for trail segments, all necessary photography, and QR codes with appropriate links to be used on the signs. The Landscape Architect has received some graphic files from Phase 1, however, a complete set of editable graphic and vector files in Adobe Illustrator, Indesign, and/or Photoshop shall be required. If these files are not provided from Phase 1, the Landscape Architect shall provide an additional services proposal to recreate these files.

The Landscape Architect will utilize previously developed trail maps to develop new maps for each sign. For the 10 interpretive signs, the Landscape Architect will develop graphics, photos, and educational text.

The City will review each of the signs, provide feedback and grant final approval prior to bidding the project. A maximum of 2 revisions of signage graphics is included within the Basic Services.

**PRELIMINARY DESIGN** - The Landscape Architect and Design Team shall prepare Preliminary Design drawings (60% level design) for the project. Drawings shall indicate signage location, types, and graphic artwork. Services to be provided in this phase include:

1. Visit the site to become familiar with signage installed during Phase 1 and review sign locations for Phase 2.
2. Project management and coordination with Design Team including Graphic Designer.
3. Develop preliminary signage artwork for all 53 proposed signs.
4. City shall provide themes for interpretive signage. Design Team will perform required research, copywriting and editing, and securing photography and imagery that may require fees for usage or purchase of stock photography for a maximum of 10 interpretive signs.

5. Prepare preliminary layouts for signage locations and sign types for City to review Preliminary Drawings.
6. Attend maximum of 1 meeting to present Preliminary Design to Parks Board.
7. Organize and schedule a maximum of 1 meeting with City to review Preliminary Design.
8. Prepare a budgetary construction cost estimate based upon Preliminary Design.
9. Deliverables include overall layout plans, signage locations, and graphic layouts for each sign.

**CONSTRUCTION DOCUMENTS** – The Construction Documents (90% and Final level design) phase shall be initiated after the City's approval of the Preliminary Design drawings. The Landscape Architect shall prepare Construction Documents and technical specifications for bidding and installation of the proposed trail signage. Services to be provided in this phase include:

1. Provide layout plans for each sign location based upon aeriels and GIS information provided by the City.
2. Coordinate with the Design Team including Graphic Designer for final artwork for each sign.
3. Provide details for each sign type as required for proper construction, installation, or finishing.
4. Provide tree protection and removal plans, details, and mitigation calculations. Comply with local tree ordinance and coordinate with forestry department for trees removed from the site as necessary.
5. Prepare final construction cost estimate to include unit costs at current construction dollars.
6. Organize and schedule City review meetings (2 maximum).
7. Edit and finalize signage graphics (2 revisions, maximum).
8. Prepare project manual including contract documents and technical specifications in MasterSpec format.
9. Conduct project QA/QC review with Design Team.
10. Submit 90% level plans, specification, and cost estimates to City for review and comments.
11. Revise 90% documents per City comments and produce final documents.
12. Issue signed and sealed permit set.
13. Prepare final Construction Documents in digital format, AutoCAD.

**BIDDING AND AWARD** – After completion and approval of the Construction Documents, the Landscape Architect shall assist City with putting the plans out for public bid. This scope assumes we shall prepare one bid package.

1. Coordinate with City staff on bid schedule.
2. Upload bid documents on CivCast.
3. Attend a pre-bid conference conducted by the City.
4. Prepare addenda as necessary.
5. Update CivCast upload documents with addenda and clarifications.
6. Evaluate and tabulate bids and make recommendations for contracts.
7. Provide max three (3) hard copies of Conformed Project Manual for executed of contract between City and the Contractor.

**CONSTRUCTION PHASE SERVICES** – The Landscape Architect shall provide Construction Phase Services for the project. Services to be provided in this phase include:

1. Attend pre-construction meeting and provide max five (5) copies of construction documents for City and Contractor use during construction.
2. Perform periodic site visits (4 maximum). The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the City, to become generally familiar with the progress of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating the Work, when fully completed, shall be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Landscape Architect shall not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety

precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.

3. Prepare elementary and supplementary sketches required to resolve field conditions related to design.
4. Review and take appropriate action on submittals, RFIs, and shop drawings submitted by contractors for conformance with the design concept.
5. Coordinate and conduct a substantial completion walkthrough and provide a punch list to Contractor to complete the project. Issue the Certificate of Substantial Completion.
6. Coordinate and conduct a final completion walkthrough. Issue Certificate of Final Completion.
7. Based on site visits, and the data comprising the pay applications, the Landscape Architect shall review and certify to City that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.
8. Review change orders for approval by the City.
9. Based on contractor red-line plans, prepare and submit a pdf of Record Drawings to the City.

**FEE** - The total fee for this project is a lump sum based upon the estimated time and scope for professional services as outlined below, plus reimbursable expenses.

## **Basic Services**

Preliminary Design	\$24,240.00 *
Construction Documents	\$19,700.00 *
Bidding and Award	\$3,500.00
Construction Phase Services	<u>\$12,000.00</u>
<b>TOTAL BASIC SERVICES</b>	<b>\$59,440.00</b>

## **Supplemental Services**

Interpretative Graphics	\$13,500.00 *
Additional Meeting	<u>\$1,500.00</u>
<b>TOTAL SUPPLEMENTAL SERVICES</b>	<b>\$15,000.00</b>
Misc. Project Reimbursables	\$2,500.00
<b>GRAND TOTAL</b>	<b><u>\$76,940.00</u></b>

**\* Time critical tasks totaling \$57,440.00 to be completed within 180 days excluding City reviews.**

**REIMBURSABLE EXPENSES** - The City shall pay the Landscape Architect for the cost of messengers, mileage, printing, services of professional consultants which cannot be quantified at the time of contracting, and other directly related costs. All expenses shall be billed at cost plus 10%.

**PROJECT SCHEDULE** – Landscape Architect will complete the preliminary and final design phases, including interpretative graphics, in 180 of days excluding City review times. Bid and Award phase is estimated at 60 days. Construction phase is estimated at 120 days.

**ADDITIONAL SERVICES** – We consider additional services to include changes made after a phase of work has been accepted and we have been authorized by the City to proceed to the next phase or because of City changes to previous Project budget parameters or Project requirements. An additional services lump sum proposal shall be submitted to the owner for approval prior to the start of any out of scope work.

## HOURLY RATES

Partner	\$350.00/hour
Principal	\$225.00/hour
Senior Associate	\$175.00/hour
Associate	\$125.00/hour
Project Staff	\$100.00/hour
Administrative	\$90.00/hour

Hourly rates shall be reviewed annually and may be increased in accordance with annual salary and cost-of-living reviews.

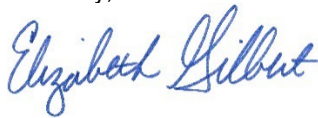
## EXCLUSIONS TO THE CONTRACT

1. Meetings in excess of what is provided above during each phase.
2. Topographic and boundary surveys
3. Existing site engineering and utility base information
4. Soil engineering, geotechnical consultant services or related testing
5. Structural Engineering
6. Mechanical, electrical and plumbing services
7. Fountain Design and/or Consultant
8. Archeological Investigation
9. Environmental Investigation
10. LEED Documentation
11. SWPPP

**BILLING** - Billing shall be monthly based on the portion of the total estimated fee. Invoices shall be due upon receipt. Clark Condon Associates, Inc. reserves the right to charge the amount of interest allowable under the current laws of the State of Texas on any invoices not paid within thirty (30) days from date of receipt of invoice.

If this Agreement meets with your approval, please sign in the appropriate place below and return one copy to us. We appreciate the opportunity to submit this proposal to you and look forward to working with you.

Sincerely,



Elizabeth Gilbert, PLA, ASLA  
Managing Principal



Katie Golzarri, PLA, ASLA  
Sr. Associate

APPROVED: \_\_\_\_\_ 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:**

1. Plans that contain the following information:
  - a. Cover Sheet
  - b. ~~Field Survey Plan Sheet Aerial~~
  - 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 Preliminary Details~~
2. ~~List of preliminary Utility Conflicts and contact information for appropriate utilities.~~ N/A
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
6. ~~Traffic Impact Analysis (if needed)~~ N/A
7. ~~Draft H&H Study and/or Preliminary Engineering Report (if needed)~~ N/A
8. ~~Preliminary Land Acquisition Information (if needed)~~ N/A
9. ~~Preliminary Geotechnical findings (if needed)~~ N/A
10. ~~Preparation of Exhibits and attendance at Public Meeting (if needed)~~ N/A

##### **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~~ N/A
  - e. ~~Survey Control~~ N/A
  - f. Demo Plan
  - g. ~~Grading Plan (if needed)~~ N/A
  - h. Tree Protection and/or Landscape Plan (if needed)
  - i. ~~Traffic Control Plan (if needed)~~ N/A
  - j. ~~Proposed Drainage Area Map and calculations~~
  - k. ~~Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street~~ N/A
  - l. ~~Intersection Details~~ N/A
  - m. ~~Sidewalks, Traffic Signage, & Pavement Marking Plans~~ N/A
  - n. ~~SW3P Plan Sheet(s) and Details~~ N/A
  - o. Standard CoLC Details applicable for project
  - p. Project Specific Requirements/Details/Notes such as
    - 1) ~~Electrical Plans/Details~~ N/A
    - 2) ~~Structural Plans/Details~~ N/A
    - 3) ~~Signal Plans/Details~~ N/A
2. ~~Final ROW Documents for Land Acquisition (if needed)~~ N/A
3. ~~Completed Geotechnical Report (if needed)~~ N/A
4. ~~List of Updated Utility Conflicts and contact information for appropriate utilities.~~ N/A

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 N/A
  9. Updated Preliminary OPCC
  10. Preparation of Exhibits and attendance at Public Meeting (if needed) N/A
- 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 N/A
  5. Updated OPCC
  6. Approved Permits
  7. Final List of Utility Conflicts and contact information for appropriate utilities. N/A
- 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. N/A

**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 N/A
- D. Final OPCC
- E. Updated Construction Schedule
- F. Preparation of Exhibits and attendance at Public Meeting (if needed) N/A
- 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 N/A
- B. Attendance at Construction Progress Meetings (if needed)
- C. Periodic Site Visits (minimum 1 visit per month of construction) Four site visits maximum.
- 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