



## **PROFESSIONAL SERVICES AGREEMENT**

(version 9-29-2021)

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

### **Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **design, bidding, and construction phase services for Package 7 of the Asphalt Street Reconstruction projects**. 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 30, 2023** and shall expire on **November 25, 2024**. 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 **\$215,943 (Two hundred fifteen thousand nine hundred forty three dollars and zero cents)** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker's Compensation coverage with statutory limits for the State of Texas, and
    - (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.

All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Intentionally Deleted.
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. If the City modifies and/or uses the Work for any reason other than their intended use under this Agreement, without Professional's authorization, the Profession shall be released from any liability as a result of such action. 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 THE NEGLIGENT 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

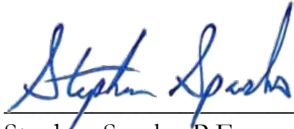
terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting 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 Professional: (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)*

**HR GREEN, INC. - "Professional"**

A handwritten signature in blue ink, appearing to read "Stephen Sparks", is written over a horizontal line.

Stephen Sparks, P.E.  
Vice President

**CITY OF LEAGUE CITY – "City"**

\_\_\_\_\_  
John Baumgartner, ICMA-CM, P.E.  
City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney



# Exhibit A

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

See Next Page...





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

▷ [HRGREEN.COM](http://HRGREEN.COM)

May 5, 2023

Mr. Scott Tuma, PMP  
Senior Project Manager  
Project Management – City of League City  
300 West Walker Street  
League City, TX 77573

RE: Proposal for Asphalt Overlay Improvements for: Package #7 – League City Various Streets

Dear Mr. Tuma:

HR Green is pleased to submit this proposal for performing plans preparation, survey, bid-phase and construction phase services for the above referenced project. The project includes engineering design phase, bid phase, survey, geotechnical and construction administration phase services for an Asphalt Mill and Overlay as well as Full Depth Replacement for various streets in League City. The streets listed are in the table below.

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

**GENERAL OVERVIEW:** The limits include the following:

	STREET	LIMITS	LENGTH
1	N. Illinois Ave	Satsuma to FM 518 (From Previous Package #6)	1,741
2	Lakeside Dr.	Mockingbird to West Dr.	2,142
3	West Dr.	Bluebonnet to North ER bend	1,700
4	Valmar St	Bluebonnet to Lakeside	1,290
5	Oak Rd.	Dead End to Dead End	760
6	Mockingbird St.	Dead End to Dead End	700
7	Bluebonnett St.	Dead End to Dead End	720
		<b>TOTAL LENGTH</b>	<b>9,053 ft</b>

- North Illinois Street will be incorporated into the plans from the Package #6 plans if construction budget allows or as add-on alternate.
- The approximate length of the Asphalt Rehabilitation Project is 9,053 LF.
- Topographic survey will be performed on above listed project limits, except for N. Illinois (already designed).
- Geotechnical investigations and Pavement Design Report will be completed on the above listed project limits, except for N. Illinois.
- The design will not include the 250' segment on West Dr. that connects to Lakeside Street. This segment is being designed as part of a private development by others.
- HR Green will coordinate with development engineer on horizontal and vertical tie-in points at Lakeside.

- The existing typical section of these streets consists of 15-20 foot wide roadway with asphalt pavement and open roadside ditches.
- The proposed typical sections will include milling of existing pavement structure and reconstructing it as prescribed in the Pavement Design Report and overlay with an assumed 3 inches of asphalt pavement, to be confirmed and specified by the Pavement Design Report.
- The preliminary construction cost estimate is **\$2,343,821 for the new streets, not including N. Illinois Ave.** (including a 14% contingency). The estimated cost of full depth repair of N. Illinois from Package #6 is **\$400,000.**

## PROPOSED FEE

The proposed fee for Design Phase, Bid Phase Services, Construction Administration Phase Services, Geotechnical and Topographic Survey is **\$215,943**. Design Phase, Bid Phase and Construction Phase Administration services are based on lump sum fees and hourly charges, if any, will be based on attached schedule of rates. Reimbursable expenses will be charged at cost plus 10%, and mileage will be charged at the prevailing federal rate.

## SCOPE OF SERVICES

### I. Design Phase Services

- Site visit and acquire and review data
- Prepare Title Sheet with project limits
- Prepare Summary of Quantities sheet
- Prepare General Notes and Specifications
- Prepare existing and proposed Typical Sections
- Prepare typical sections with Lithtech material base option, if desired by City.
- Prepare driveway taper details
- Prepare project layout sheet indicating the limits of the project.
- Prepare Survey Control sheets
- Prepare Pavement Design Report and boring location sheets
- Prepare roadway plan sheets for open ditch sections with SW3P at select locations.
- Prepare Base Repair Detail to be used in select areas in need of base repair as prescribed by Pavement Design Report
- Traffic Control Plans and Standards.
- Pavement Markings for Stop Bars and Blue Reflector Fire Hydrant Markers at select locations.
- Develop construction cost estimate and submit with each milestone deliverable.
- Submit plans at 60%, 90% and 100% milestones. All submittals will be electronic.
- Prepare and submit project Manual and Bid Proposal with 90% and 100% submittals.
- Compute Quantities and Prepare engineers opinion of probable construction cost and submit with each milestone deliverable..

### II. Bid Phase Services

- Make construction documents available on CivCast for vendor distribution.
- Attend Pre-Bid meeting and prepare minutes.
- Assist the City in obtaining bids for the project.
- Provide information to and answer questions from bidders concerning construction documents.
- Evaluate the bids and low bidder qualifications and make recommendations to the City for the award of contract.
- Prepare three (3) contract document sets for execution by the successful Contractor.

- Review Contract documents provided by the Contractor and submit to the City for further execution.

### III. Construction Phase Services

- Coordinate with the City and attend Pre-Construction meeting.
- Prepare and submit five (5) sets of plans and specifications for use by City and the Contractor.
- Prepare meeting minutes for the pre-construction meeting and provide copies to all attendees.
- Provide construction administration services for the project.
- Assist the City during construction phase.
- Review and respond accordingly to all submittals and RFI's.
- Prepare change orders necessitated by field conditions.
- Review contractor's pay estimates, evaluate completed work, and make payment recommendations to the City.
- Assist the City in conducting one (1) substantial completion inspection of the project. Coordinate with the City and the Contractor on the punch list items identified in the above inspection.
- Assist the City with project close-out, conduct a final inspection of the project and make recommendation for Final Payment on the Project.
- Visit the site at appropriate intervals to observe construction progress and quality of work and to determine if the work is proceeding in accordance with the plans.
- Provide one (1) set of hard and electronic copy of record plans based on the red lined drawings provided to HR Green by the Contractor.
- HR Green is not responsible for the means, methods, techniques, sequence of procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HR Green is not responsible for the failure of the Contractor to perform the work in accordance with the construction documents. During site visits and on the basis of on-site observations HR Green will keep the City informed of the progress of the work, and will endeavor to identify to the City any defects or deficiencies in such work when they are observed.

### IV. Not Included in Scope:

- Drainage Study/Hydrologic Study/FEMA Study, Drainage Plans.
- Detailed measurements and investigations during construction phase are not part of this task.
- Full time site representation and inspection services during construction phase are not part of this task.
- Construction materials testing is not included in this proposal.

### V. Project Fee Breakdown

#### A. Basic Services:

Design Phase Plans Prep (Lump Sum)	\$131,075 *
Bid & Award Phase (Lump Sum)	\$7,695
Construction Phase Administration (Lump Sum)	<u>\$18,698</u>
<b>Sub Total</b>	<b>\$157,468</b>

#### B. Special Services:

Topo Surveying & Mapping (Cost + 10%)	\$39,545 *
Geotech Study (Cost + 10%)	\$17,551 *
Misc. Project Expenses (Cost + 10%)	<u>\$1,380</u>
<b>Sub Total</b>	<b>\$58,476</b>
<b>Grand Total</b>	<b>\$215,943</b>

\*Time-critical items totaling \$192,071 to be completed in 155 days excluding City review periods



VI. Project Schedule:

- Survey and Geotechnical: 60 days from NTP
- 60% Submittal: 45 days from completion of Survey and Geotechnical.
- 90% Submittal: 35 days after receipt of City's 60% comments.
- 100% Submittal: 15 days after receipts of City's 90% comments.
- Bid & Award Phase: 75 days.
- Construction Phase: 150 days.

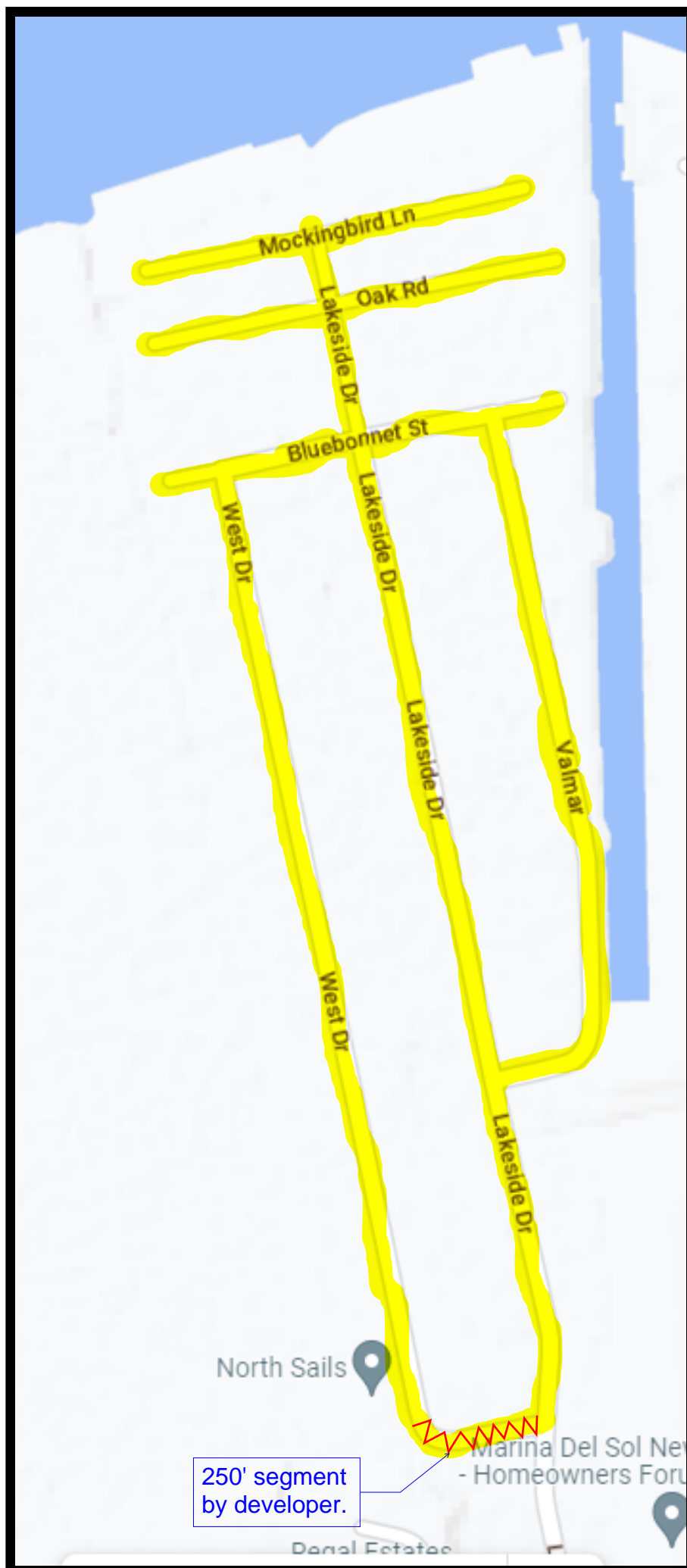
HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,

**HR GREEN, INC.**

Jesus Olivas, PE, Project Manager, Attachments

A handwritten signature in blue ink that reads 'Jesus Olivas'.



**PACKAGE #7**  
**CITY OF LEAGUE CITY**

Lakeside Dr:	2142 LF
West Dr:	1,700 LF
Valmar St:	1290 LF
Oak Rd:	760 LF
Mockingbird St:	700 LF
Bluebonnet St:	720 LF

**TOTAL = 7,312**

250' segment  
by developer.

**Preliminary Engineer's Opinion of Probable Construction Costs**  
**For City of League City - Package #7**  
**Lakeside, West, Valmar, Oak, Mockingbird, & Bluebonnet**  
**Prepared By: HR Green, Inc.**  
**Date Prepared: April 3, 2023**

**A. Site Preparation and Mobility Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization (Maximum 4% of entire contract), Complete in Place, In accordance with Drawings and Specifications	1	LS	\$29,500.00	\$29,500.00
2	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	91	STA	\$270.00	\$24,443.10
3	Remove ACP Pavement and Base for Full Reconstruction (All depths)	22757	SY	\$13.00	\$295,841.00
4	Excavation (6" depth), In accordance with Drawings and Specifications	3521	CY	\$28.00	\$98,577.11
<b>Subtotal for Site Preparation</b>					<b>\$448,361.21</b>

**B. Pavement Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
5	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,878	Tons	\$120.00	\$225,312.00
6	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,878	Tons	\$120.00	\$225,312.00
7	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	2,276	Gal	\$4.00	\$9,104.00
8	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	5,690	Gal	\$4.00	\$22,760.00
9	Backfill Material, Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	90.5	STA	\$360.00	\$32,590.80
10	6" Black Base (Type A or B) (Grade 1), In accordance with Drawings and Specifications	6971	Tons	\$100.00	\$697,081.00
11	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	21124	SY	\$7.00	\$147,865.67
12	Lime (Hydrated Lime)(Dry)(10% or 50#/SY), In accordance with Drawing and Specifications	528	Tons	\$250.00	\$132,022.92
13	SW3P Reinforced Filter Fabric Fence (Install and Remove), in accordance with Drawings and Specifications	18106	LF	\$4.00	\$72,424.00
<b>Subtotal for Pavement Items</b>					<b>\$1,564,472.38</b>

**C. Construction Traffic Control Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
14	Temporary Traffic Handling and Control & Flagmen	1	LS	\$25,000.00	\$25,000.00
<b>Subtotal for Construction Traffic Control Items</b>					<b>\$25,000.00</b>

**D. Signing and Pavement Marking Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
15	2-Way Blue Reflective Marker	14.00	Ea.	\$15.00	\$210.00
16	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	252	LF	\$20.00	\$5,040.00
17	City Project Signs, Complete in Place, In accordance with Drawings and Specifications	2	Ea.	\$1,200.00	\$2,400.00
<b>Subtotal for Sign and Pavement Marking Items</b>					<b>\$7,650.00</b>

**E. Supplemental Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
18	Adjust Exist Manhole to grade, In accordance with drawings and Specifications	7	Ea.	\$1,000.00	\$7,000.00
19	Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications	7	Ea.	\$500.00	\$3,500.00
<b>Subtotal for Supplemental Items</b>					<b>\$10,500.00</b>

	<b>Sub-Total</b>				<b>\$2,055,983.59</b>
	<b>14% Contingency</b>				<b>\$287,837.70</b>
	<b>Sub-Total</b>				<b>\$2,343,821.30</b>
	<b>NOTE: Estimated cost of N. Illinois from Package #6 for Full Depth Reconstruction:</b>				<b>\$400,000.00</b>
	<b>Grand Total</b>				<b>\$2,743,821.30</b>

## SCHEDULE OF RATES

### PACKAGE #7: VARIOUS STREETS ASPHALT REHABILITATION

	PRINCIPAL/ DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR ENGINEER TECHNICIAN	CADD TECHNICIAN	CLERICAL
CONTRACT RATE PER HOUR (With 3.00 Mult.)	\$270.00	\$245.00	\$165.00	\$130.00	\$120.00	\$155.00	\$120.00	\$105.00



**KUO**  
& associates, Inc.  
Consulting Engineers  
& Surveyors

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

May 5, 2023

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

Re: Various Street Overlay, City of League City  
7th Package  
Topographic Surveying, Basemap Plan & Construction Staking

Dear Mr. Olivas:

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

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

The scope of work and fee will be as follows:

#### SCOPE OF WORK

A survey will be done along the streets as shown in the **attached exhibit**. Estimated length of survey is approximately **7,310 feet**. To our understanding, the survey excludes any detail survey on the intersections on both end of the limit for each street.

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

#### Item 1: Topographic Survey:

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



Item 2: Basemap Plan

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

Item 3: Survey Control Map

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

Item 4: Establishing Design Center Line

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

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

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

FEE AND SCHEDULE:

The fee for the above-described work is estimated to be lump sum amount of **\$35,950.00** as shown itemized in the table below:

Item	Description	Fee
Item 1	Topographic Surveying	\$23,060.00
Item 2	Basemap Topo Plan	\$6,800.00
Item 3	Survey Control Map	\$2,990.00
Item 4	Establishing Design Center Line	\$3,100.00
<b>Total</b>		<b>\$35,950.00</b>

\* See detail breakdown in the attached page

We estimate completing the above work in 6 to 8 weeks and plan to submit each street as we finish upon your authorization to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



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

Accepted by:

\_\_\_\_\_  
Name:

Title:

Company:

Street

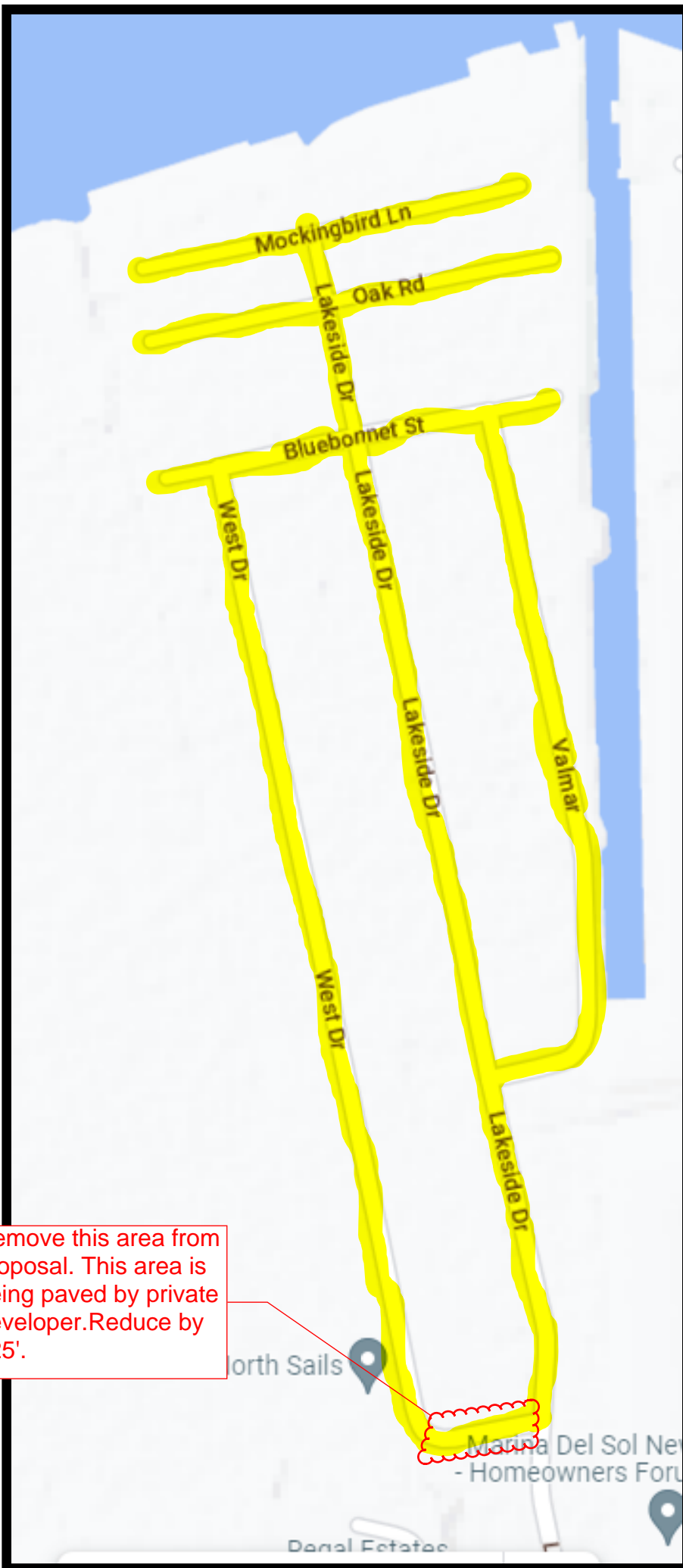
7310 LF

Item 1: Level of Efforts for Topographic Survey									
Survey Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Survey Controls	Setting controls					4	4	\$600.00	\$4,900.00
	Horizontal control work		1	2		8	11	\$1,550.00	
	Vertical control work		1	2		16	19	\$2,750.00	
Topo Survey	Limited Abstracting for ROW							\$500.00	\$18,050.00
	ROW estimate for scope of topo survey		2	4		8	14	\$1,900.00	
	Surveying roadway & topo features			4		87	91	\$13,470.00	
	QC/QA		4	4		8	16	\$2,180.00	
Project Management	Proj Management	0.5						\$110.00	\$110.00
Total									\$23,060.00

Item 2: Level of Efforts for Basemap Plan									
Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Plan	Topo Plan			8	60		68	\$6,240.00	\$6,800.00
	QC/QA		4				4	\$560.00	

item 3: Level of Efforts for Survey Control Maps									
Survey Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Survey Control Map	Preparing Survey control map		4	6	20		30	\$2,990.00	\$2,990.00

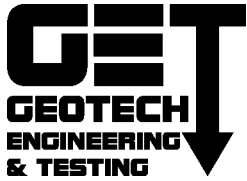
Item 4: Level of Efforts for Establishing Design Center Line									
Survey Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Establish design center line	Establish design center line		2	4		16	22	\$3,100.00	\$3,100.00



Remove this area from proposal. This area is being paved by private developer. Reduce by 225'.

PACKAGE #7  
CITY OF LEAGUE CITY

Lakeside Dr:	2142 LF
West Dr:	<del>1,700</del> 1,925 LF
Valmar St:	1290 LF
Oak Rd:	760 LF
Mockingbird St:	700 LF
Bluebonnet St:	720 LF



# **GEOTECH ENGINEERING and TESTING**

*Geotechnical, Environmental, Construction Materials, and Forensic Engineering*



ACCREDITED  
CERTIFICATE #0075-01  
#0075-02

HR Green  
11011 Richmond Avenue, Suite 200  
Houston, Texas 77042

Attention: Mr. Jesus M. Olivas, P.E.  
Project Manager

Proposal No. P23-051  
April 18, 2023  
Tel.: 713-965-9996  
E-mail: [jolivas@hrgreen.com](mailto:jolivas@hrgreen.com)

**REVISED  
PROPOSAL FOR  
GEOTECHNICAL STUDY  
ASPHALT PAVEMENT IMPROVEMENTS PACKAGE #7  
LAKESIDE DR., WEST DR., VALMAR ST., OAK RD., MOCKINGBIRD LN., AND  
BLUEBONNET ST  
CITY OF LEAGUE CITY, TEXAS  
REVISION I**

Gentlemen:

At your request, we are pleased to submit this proposal for asphalt pavement improvements at Lakeside Dr., West Dr., Valmar St., Oak Rd., Mockingbird Ln and Bluebonnet St. in City of League City, Texas. The planned paving improvements were discussed in detail with Mr. Jesus M. Olivas, P.E. in order to plan a study that would provide the necessary design and construction data.

## **INTRODUCTION**

It is planned to improve approximately 7,537 linear feet of total six streets in City of League City, Texas. We understand that the planned asphalt pavement improvements will include either full-depth reclamation (FDR) of the existing pavement or milling the existing paving and overlaying it with a new asphalt surface course. The project vicinity map is presented in Plate 1.

We will conduct detailed site visit, field testing and laboratory testing to come up with recommendations.

The scope of our study will not be in accordance with TxDOT Standards. We understand that the scope of our work will not include review of plans and specifications prior to the final design. Furthermore, we will not develop mix design for the FDR.

## FIELD EXPLORATION

### Field Exploration

#### Site Access.

Our site visit indicates that the proposed alignment is asphalt paved. Therefore, site access can be provided, using a truck-mounted drilling rig. Traffic control will be required.



#### Surveying.

The client will establish and provide GET the boring coordinates and ground surface elevations. GET will mark the boring locations in the field so that the survey crew can locate them.

#### Checking for Utilities.

GET will call Texas One-Call for the locations of utilities. GET will coordinate these activities. GET will not hire a contractor to conduct subsurface utility studies to find location of any and all utilities.



#### Traffic Control.

We understand that the traffic control will be provided by City of League City.

#### Pavement Coring.

The existing pavement will be cored at fourteen (14) locations prior to drilling and sampling. We will provide the pavement thickness components in our report. All of the cores will be six inches in diameter. Traffic control will be required during this effort. Pictures of asphalt cores will be taken. We will measure the core and base thickness.



#### Drilling and Sampling.

We will evaluate the soil stratigraphy and groundwater conditions for the asphalt pavement improvements at the proposed streets by conducting fourteen (14) soil borings to a depth of 5-ft. Boring numbers and depths were provided by the client. A plan of borings is shown on Plate 2.



The cohesive soils will be sampled by a Shelby tube. Standard Penetration Tests (SPT) shall be conducted in cohesionless soils. Soil samples will be obtained continuously at boring locations from the ground surface to completion depth of the borings at 5-ft below the existing grades. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory unconfined compression and Torvane tests used to supplement laboratory shear strength data.



### Groundwater.

Depth to groundwater will be important for the proposed pavement improvements. For this reason, borings will be drilled dry and the depth at which groundwater is encountered will be recorded.

### Borehole Grouting.

All boreholes will be backfilled with non-shrink grout, using Tremie Method. Traffic control will be required during this procedure.



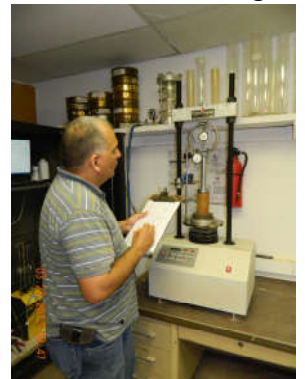
## **LABORATORY TESTING**

Laboratory tests will vary with the soils encountered but will be planned to evaluate soils design parameters for the proposed pavement improvements.

It is anticipated that the tests will include moisture content (all samples), hand penetrometer, torvane, unconfined compression, unit weight, moisture content, and liquid and plastic limit tests.



All of the subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. All tests will be performed in general accordance with the ASTM Procedures.



## **ENGINEERING ANALYSES AND REPORTING**

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented, and recommendations made relative to the following:

- Summary.
- Project site pictures.
- Pictures of all cores.
- Generalized soils stratigraphy and groundwater levels.
- Thickness of existing asphalt and base components at the locations cored.
- Asphaltic paving design, using AASHTO 1993 pavement design method. We will assume traffic loading in the form of ESAL is if it is not available.
- General recommendations on full-depth reclamation (FDR). The scope of our work does not include mix design for FDR.





- General recommendations on milling the existing paving and overlaying it with a new asphalt surface course
- Recommendations on site drainage and potential construction problems.

## COST ESTIMATE

### General

Based on the scope of work outlined above, we estimate the cost of \$15,955 for field, laboratory, and engineering services. This estimate assumes underground obstructions will not be encountered that require boring relocations. GET is not responsible for damages to underground utilities, man-made utilities, etc. In the event that concrete, rock/rubble is encountered, the boring(s) will be terminated. We understand that all of the boring elevations will be provided by the client prior to completion of GET report. Our cost estimate includes one draft report copy and one final report copy. A digital copy of the report will also be provided. Additional report copies will be provided at a separate charge.



### Underground Utilities

The cost estimate for geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocation(s). GET will contact Texas 811 for the presence of underground utilities. However, Texas 811 does not have information regarding the presence of underground utilities inside the properties. GET is not responsible for damage to underground utilities, man-made objects, etc., that are not identified by Texas 811. The scope of our work does not include subsurface utility investigation. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.



### Traffic Control Allowance

We understand that the traffic control will be provided by City of League City. **Our estimated traffic control schedule is as follow:**

<u>Day</u>	<u>Services</u>
1.0	Coring, Fourteen (14) Cores
1.0	Drilling and Sampling and Borehole Grouting
Total: <u>2.0</u>	

### Cost Summary

A summary of estimated cost is presented below:

<u>Scope of Work</u>	<u>Estimated Cost</u>
Geotechnical Study for Pavement Improvement	\$ <u>15,955.00</u>

### **TIME SCHEDULES**

We estimate that the field work can be started about one (1) week after authorization is received. The project schedule will be as follows:

<u>No. of Working Days</u>					
<u>Facility</u>	<u>Right of Way/Utility Clearance</u>	<u>Field Exploration</u>	<u>Laboratory Testing</u>	<u>Engineering</u>	<u>Total</u>
Pavement Improvement	5	5	10	20	40

Preliminary recommendations will be submitted during the course of the exploration, if required to expedite design.

### **REPORT REVIEWS AND COMMENTS**

Our report will be submitted to the client in a draft form for comments. Once these reviews are completed, a final report will be issued. All of these comments will be incorporated in the final report. The client agrees that all reviews are complete once a notice for a final report is issued. Any changes to the final report will be outside the scope of our study. We will incorporate any future comments after the final report is issued on a time and materials basis per the applicable fee schedule.



We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING



James Namekar, Ph D., P.E.  
Vice President

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Enclosures: Site Vicinity Map – Plate 1  
Plan of Borings – Plate 2  
General Conditions



Copies Submitted: (1) HR Green - Mr. Jesus M. Olivas, P.E. ([jolivas@hrgreen.com](mailto:jolivas@hrgreen.com))



## SITE VICINITY MAP

PROJECT: Geotechnical Study for Asphalt Pavement Improvements Package #7  
City of Texas City, Texas

SCALE: NOT TO SCALE

DATE: APRIL 2023

PROPOSAL NO.: P23-051

NORTH







**PLAN OF BORINGS (Boring locations are approximate)**

PROJECT: Geotechnical Study for Asphalt Pavement Improvements Package #7  
City of Texas City, Texas

SCALE: NOT TO SCALE

DATE: APRIL 2023

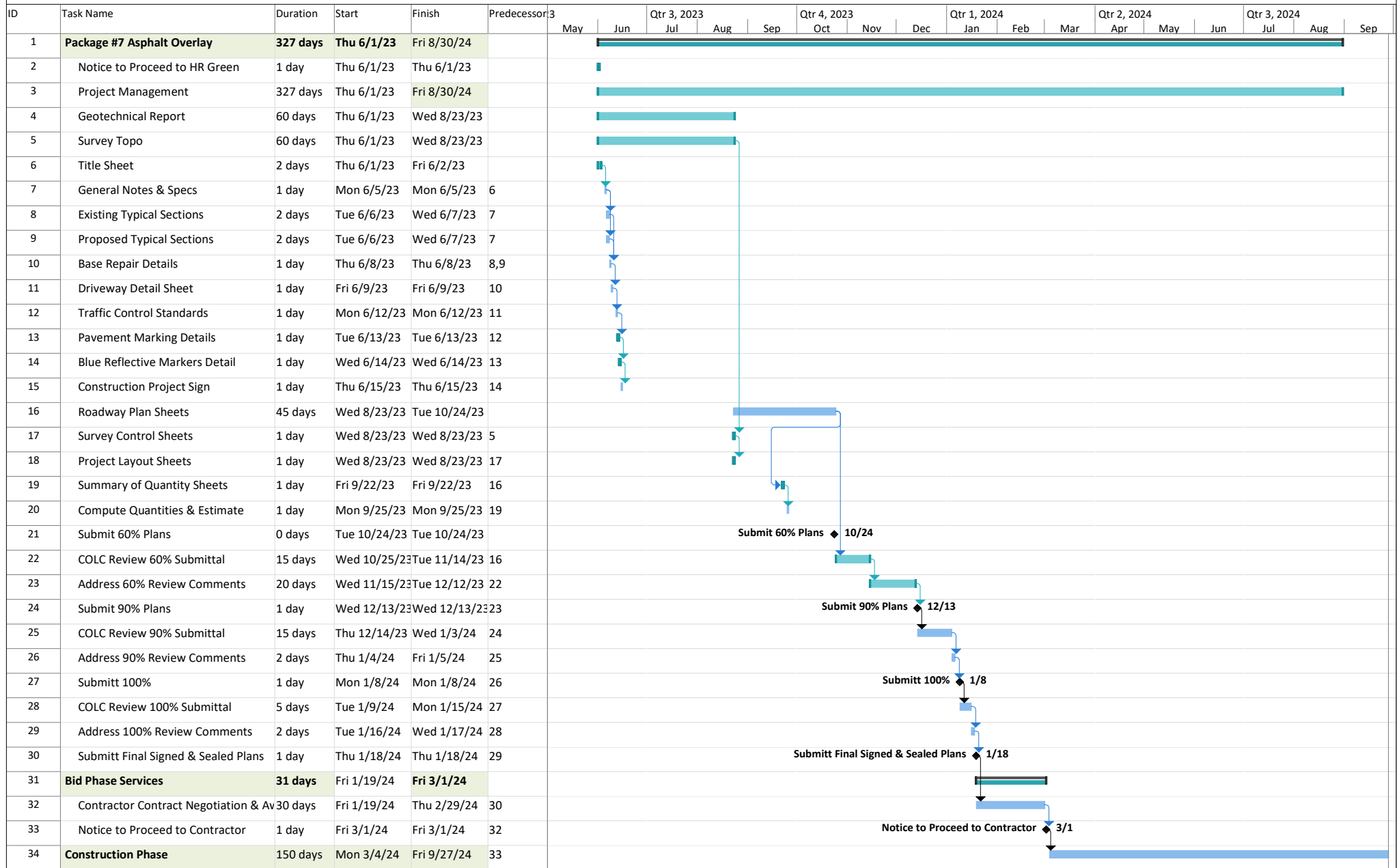
PROPOSAL NO.: P23-051

NORTH





CITY OF LEAGUE CITY  
ASPHALT OVERLAY AND FULL DEPTH RECONSTRUCTION VARIOUS STREETS PACKAGE #7  
Submittal Schedule



Project: Project Schedule  
Date: Fri 5/5/23

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress

Page 1

## **Exhibit B**

Applicable - See Next Pages

## **PSA Exhibit B**

### **PHASE REQUIREMENTS**

**I. Design Phase Services are considered "Time Critical" and subject to Liquidated Damages as outlined in Item 5 of the Professional Services Agreement. This phase 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

**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