



## **PROFESSIONAL SERVICES AGREEMENT**

(version 9-16-2019)

This AGREEMENT ("Agreement") is entered by and between **Pavement Management Group** ("Professional"), located at **579 Hebron Road, Heath, Ohio 43056** 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 a **Turn-Key Pavement Management Program**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **December 1, 2019** and shall expire on **December 31, 2020**. 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 **\$62,770** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional is required during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker's Compensation coverage with statutory limits for the State of Texas, and
    - (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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



9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL 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, SUBPROFESSIONAL, 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 effected 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:** If applicable, 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 prior to City's acceptance, bearing such loss or damage will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as




if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

Executed on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. *(date to be filled in by City Secretary)*

**PAVEMENT MANAGEMENT GROUP - "Professional"**

  
\_\_\_\_\_  
James Golden III, Founder and CEO

**CITY OF LEAGUE CITY - "City"**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

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Diana Stapp, City Secretary

**Approved as to Form:**

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Office of the City Attorney

## **Exhibit A**

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

See Next Page





**PAVEMENT MANAGEMENT GROUP**

**TURN-KEY PAVEMENT MANAGEMENT PROGRAM**

**PREPARED FOR: THE CITY OF LEAGUE CITY, TX**



**ATTN: Jody Hooks**  
Director of Public Works  
City of League City  
300 W. Walker Rd.  
League City, OH 77573

October 17, 2019

**SUBJECT: TURN-KEY PAVEMENT MANAGEMENT PROGRAM**

Dear Mr. Hooks:

The following proposal outlines the scope of services from the Pavement Management Group (PMG) to provide the City of League City with a complete pavement management program update for your 204.6 centerline mile street network consisting of 60.2 miles of Asphalt and 144.4 miles of Concrete roads, dated pre 2004 (See Attachment 1).

Should you have any questions, please contact me to discuss at your convenience.

TASK	FEE
1. Pavement Management System and Set Up (ONE TIME FEE)	\$1,850.00
2. Network Inventory (ONE TIME FEE)	\$7,980.00
3. 1080P Full HD Video of Network Inventory	\$11,960.00
4. ASTM Standard (D6433) Condition (PCI) Assessment	\$18,200.00
5. GIS Assignment, Google Earth and Streaming Video	\$7,380.00
6. Final Project Report and On-Site Presentation	\$5,400.00
7. Data Management, Consulting & Support (1 <sup>st</sup> YEAR FREE!)	\$0.00
<b>PROJECT TOTAL</b>	<b>\$52,770.00</b>



Respectfully,

**PAVEMENT MANAGEMENT GROUP**

James Golden III  
Principal in Charge



**JAMES GOLDEN III**  
Founder and CEO  
(740) 507-3842  
[in](#) [f](#) [t](#) [i](#)

A handwritten signature in black ink, appearing to read "J. Golden III".

Purchase Order Number:

Accepted By:

Authorized Signature

Date



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### Section 1. Qualifications

#### Description of Firm

President and CEO James Golden III spent 14 years directing pavement management projects for a local engineering firm before founding his first pavement management company, JG3 Consulting, in 2011. In 2017, JG3 Consulting partnered with CPWG Engineering, Inc., and adopted our new name: Pavement Management Group (PMG).

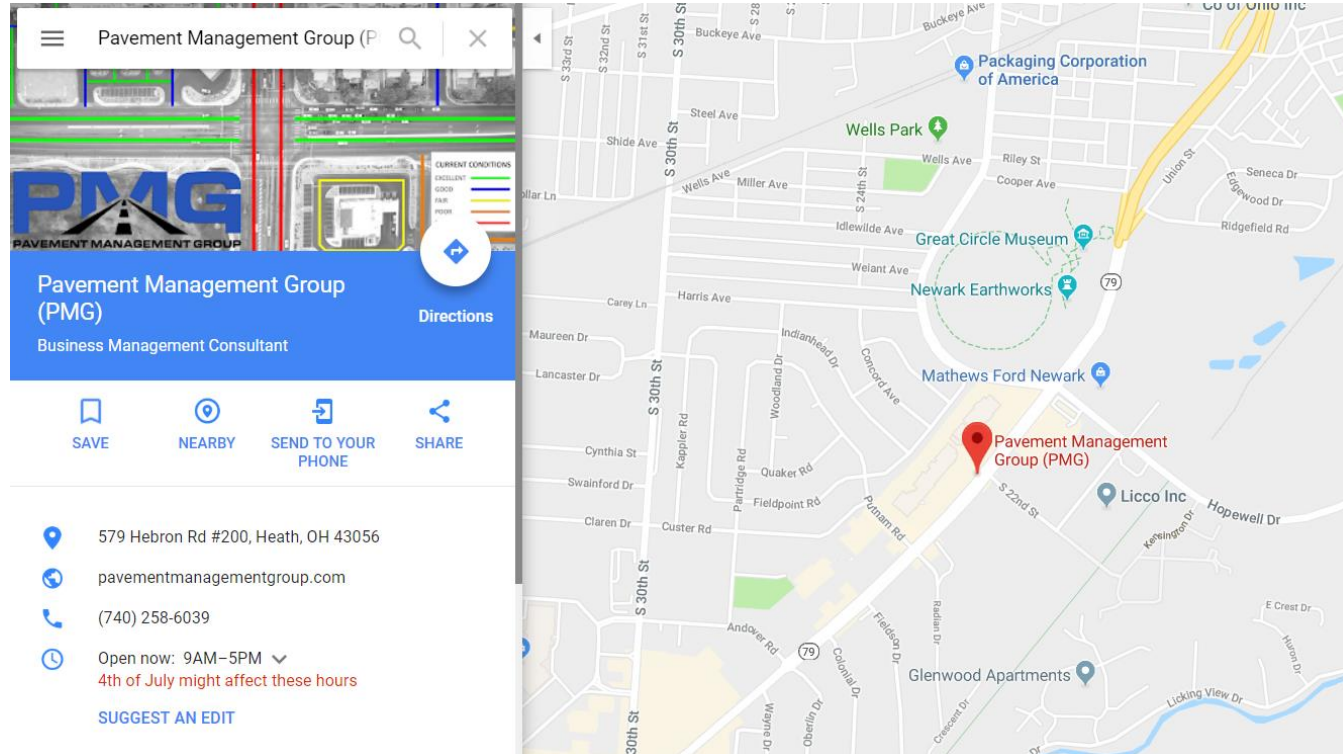
Today, PMG consults with public and private agencies throughout the United States. Our partnership enables us to provide you with a turn-key pavement management program, including engineering services.

PMG's expertise separates us from our competition.

We have extensive knowledge of:

- PAVER and StreetSaver pavement management systems (PMS)
- ASTM D6433 distress-based condition assessment
- Pavement Condition Index (PCI)
- Pavement maintenance, preservation and repair
- Project Planning

We know how to use all aspects of the PMS to develop comprehensive project plans to produce a turn-key pavement management solution, tailored to meet your agency specific needs.

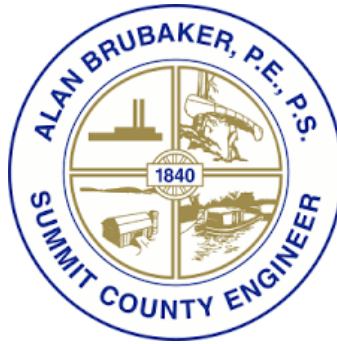




## Section 2. Recent Projects

Right now, PMG is working with more than 30 counties, cities, townships and villages nationwide. We perform more than 25,000 inspections annually on more than 2,500 centerline miles of roadways, and that number increases each year.

Here are just a few of our most recent projects:



PORTAGE COUNTY



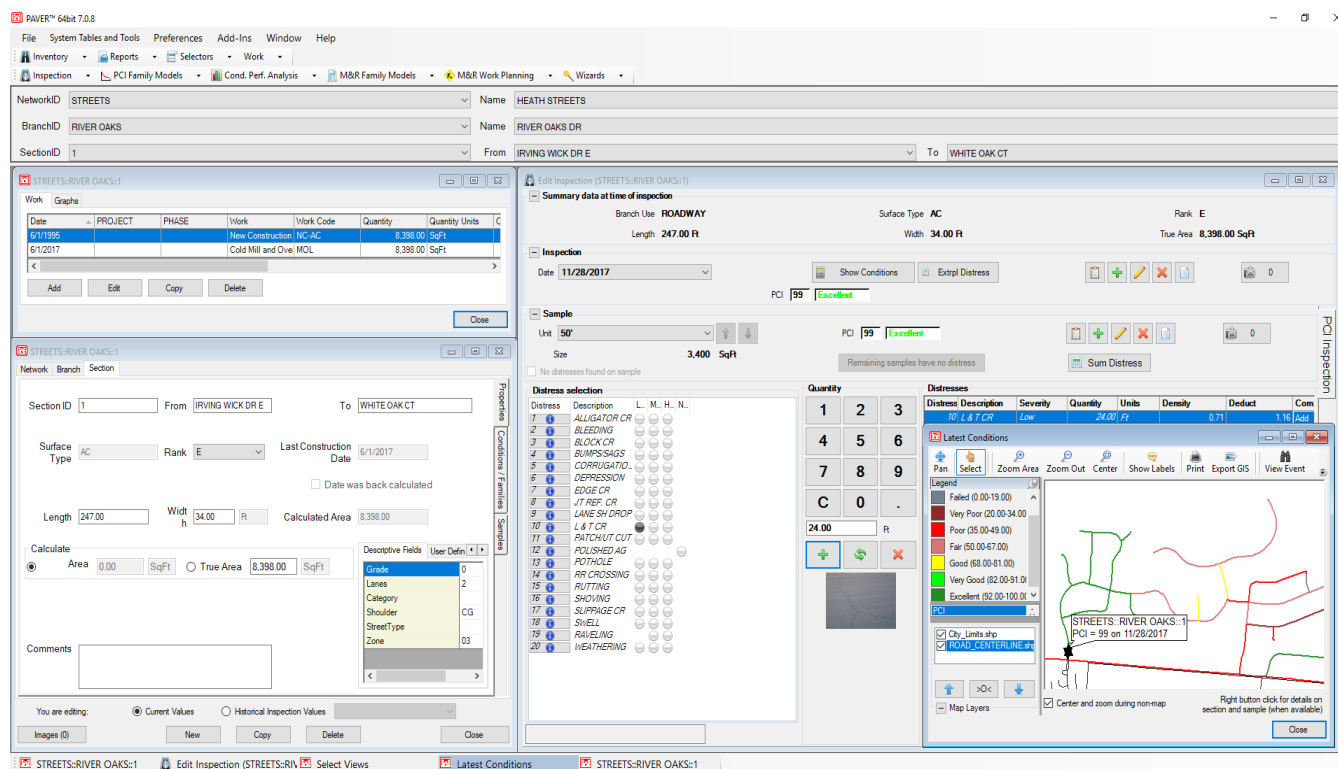
## Section 3. Scope of Services

### 1. Tailored Pavement Management System and Set Up

We leverage the PAVER pavement management system software to manage your street network inventory, conditions and work history. Developed by the US Army Corps of Engineers using industry standards like the ASTM D6433 inspection process and Pavement Condition Index (PCI) for pavement condition reporting, PAVER has a full array of tools for:

- Inventory Definition
- ASTM D64333 Inspection
- GIS Assignment and Mapping
- Work History Tracking
- Pavement Modeling
- Maintenance Policy Definition
- Budget and target Driven Scenarios
- Project Planning

PMG procures your software and sets up all system tables and tools to create a tailored solution for your pavement project, maintenance, and costs. We fully license and manage your subscription and database while providing onsite installation for 2 licensed users.





## 2. Network Inventory Definition and Set Up

We use aerial imagery and professional measuring tools from Google Earth Professional to produce a complete and accurate inventory of your maintained street network, all within the PAVER database. For continuing services, PMG will provide accurate length, width and true area measurements for ALL sections within your Network while including any additional streets that need to be added or removed. Your street network inventory is organized by intersection with all standard attributes documented including: Section ID, From, To, Length, Width, Area, lanes, Surface, Last Construction date, Curb Type, Rank Class, etc.

Branch Name	SectionID	From	To	Length	Width	Section True Area	Surface Description - Current	Shoulder	Lanes	Zone	Date	Work Type	DATE1	PCI	PCI Category
ADAM CT	1	FULLA LN	CUL DE SAC	146	20	8,769.00	Asphalt Concrete	CG		2, 02	6/1/1997	New Construction - AC	12/5/2017	42.00	Poor
AEROSPACE DR	1	CUL DE SAC	IRVING WICK DR W	1,030	20	30,130.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	12/5/2017	84.00	Very Good
ALDINE DR	1	DEAD END E	HEBRON RD	1,143	19	21,717.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	12/1/2017	16.00	Failed
ALPINE CIR	1	WILLOW RIDGE DR	CUMBERLAND CREST	298	24	7,152.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/28/2017	70.00	Good
ALPINE CIR	2	CUMBERLAND CREST	WILLOW RIDGE DR	1,376	24	33,024.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/28/2017	69.00	Good
ANDOVER RD	1	S 30TH ST	PARTRIDGE RD	426	26	22,521.00	Asphalt Concrete	CG		2, 01	6/1/1997	New Construction - AC	12/4/2017	45.00	Poor
ANDOVER RD	2	PARTRIDGE RD	HEBRON RD	657	26	17,082.00	Asphalt Concrete	CG		2, 01	6/1/1997	New Construction - AC	12/4/2017	41.00	Poor
ASH CT	1	HICKORY RD	DEAD END	250	20	5,040.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	12/4/2017	62.00	Very Good
ASPEN CT	1	FOREST HILL RD	CUL DE SAC	436	18	7,848.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/29/2017	30.00	Very Poor
BARB AVE	1	IRVING WICK DR E	S 30TH ST	940	18	17,064.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	12/1/2017	46.00	Poor
BARB CT	2	PATRICA LN	CUL DE SAC	620	22	13,640.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	12/1/2017	54.00	Fair
BARB CT	1	S 30TH ST	PATRICA LN	412	22	9,064.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	12/1/2017	50.00	Fair
BEECH CT	1	PINE RD	DEAD END	316	18	5,688.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/29/2017	77.00	Good
BERKSHIRE DR	1	BLUE JAY RD	WILLOW RIDGE DR	1,661	24	39,954.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/28/2017	71.00	Good
BETTY AVE	1	DEAD END W	FRANKLIN AVE	439	16	7,024.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/29/2017	53.00	Fair
BLACKFOOT TRAIL	3	HUBER DR	BLUE JAY RD	1,991	32	63,712.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	12/29/2017	46.00	Poor
BLACKFOOT TRAIL	1	LINNVIEW RD SE	S 2ND ST	265	32	8,480.00	Asphalt Concrete	CG		2, 02	6/1/1997	New Construction - AC	11/29/2017	39.00	Poor
BLACKFOOT TRAIL	2	S 2ND ST	HUBER DR	832	32	26,624.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/29/2017	32.00	Very Poor
BLUE JACK LN	2	RIVER OAKS DR	ENGLISH OAKS CT	807	26	20,926.00	Asphalt Concrete	CG		2, 02	6/1/2017	Cold Mill and Overlay	11/28/2017	100.00	Excellent
BLUE JACK LN	1	RIVER OAKS DR	RIVER OAKS DR	1,030	26	26,632.00	Asphalt Concrete	CG		2, 02	6/1/2017	Cold Mill and Overlay	11/28/2017	100.00	Excellent
BLUE JACK LN	4	PIN OAK LN	CUL DE SAC	149	26	3,874.00	Asphalt Concrete	CG		2, 02	6/1/2017	Cold Mill and Overlay	11/28/2017	100.00	Excellent
BLUE JACK LN	3	ENGLISH OAKS CT	PIN OAK LN	524	26	13,624.00	Asphalt Concrete	CG		2, 02	6/1/2017	Cold Mill and Overlay	11/28/2017	100.00	Excellent
BLUE JAY RD	6	BERKSHIRE DR	HEATH CITY LIMITS	2,063	20	41,260.00	Asphalt Concrete	ROL		2, 02	6/1/1997	New Construction - AC	11/29/2017	49.00	Poor

## 3. 1080P Full HD Network Inventory

The PMG patrol team will capture 100% of your maintained street network in 1080P full HD video at 60 frames per second. Then, we'll organize these video files by street name and section number for quick retrieval on an included external hard drive. This virtual, high-definition record provides value in a variety of ways including condition review and network-level decision making from within the office environment. All videos will be provided to the client in MPEG-4 format on an external hard drive, as well as a dedicated online channel.

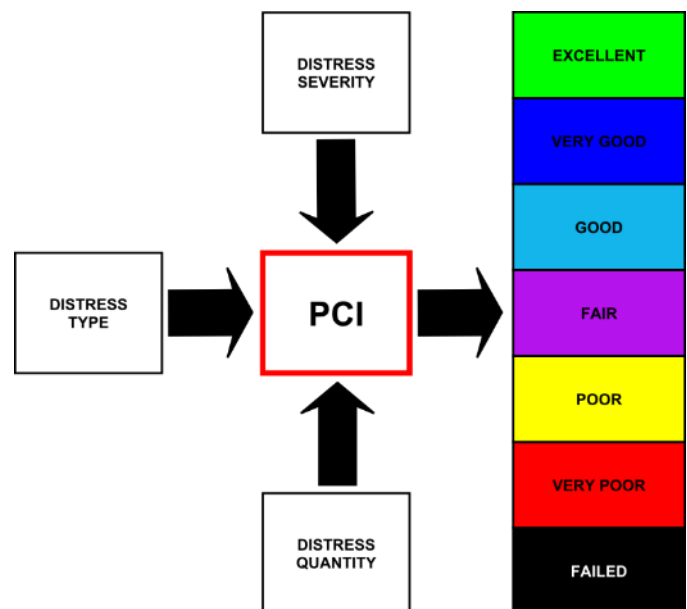


#### 4. ASTM Standard Inspection and Condition Assessment

PMG will provide an ASTM D6433-18 condition assessment for each section in your street network. We will:

- locate sample areas that adequately represent the condition of each section;
- identify all distress types, severity level and measure estimated quantities of each distress;
- inspect at least 10% of each section, meeting the industry standard for sampling frequency;
- document failing areas deemed to be non-representative as “Additional Sample” inspections
- produce a Pavement Condition Index (PCI) for each section, ranging from 0 (failed) to 100 (excellent);
- produce a PCI average for each section, each street and the entire network.

To further streamline this process, we’ll assign a condition category of Excellent, Very Good, Good, Fair, Poor, or Failed to each section. These categories simplify section grouping and reporting and make it easy to see the correlation between pavement condition and maintenance recommendations.



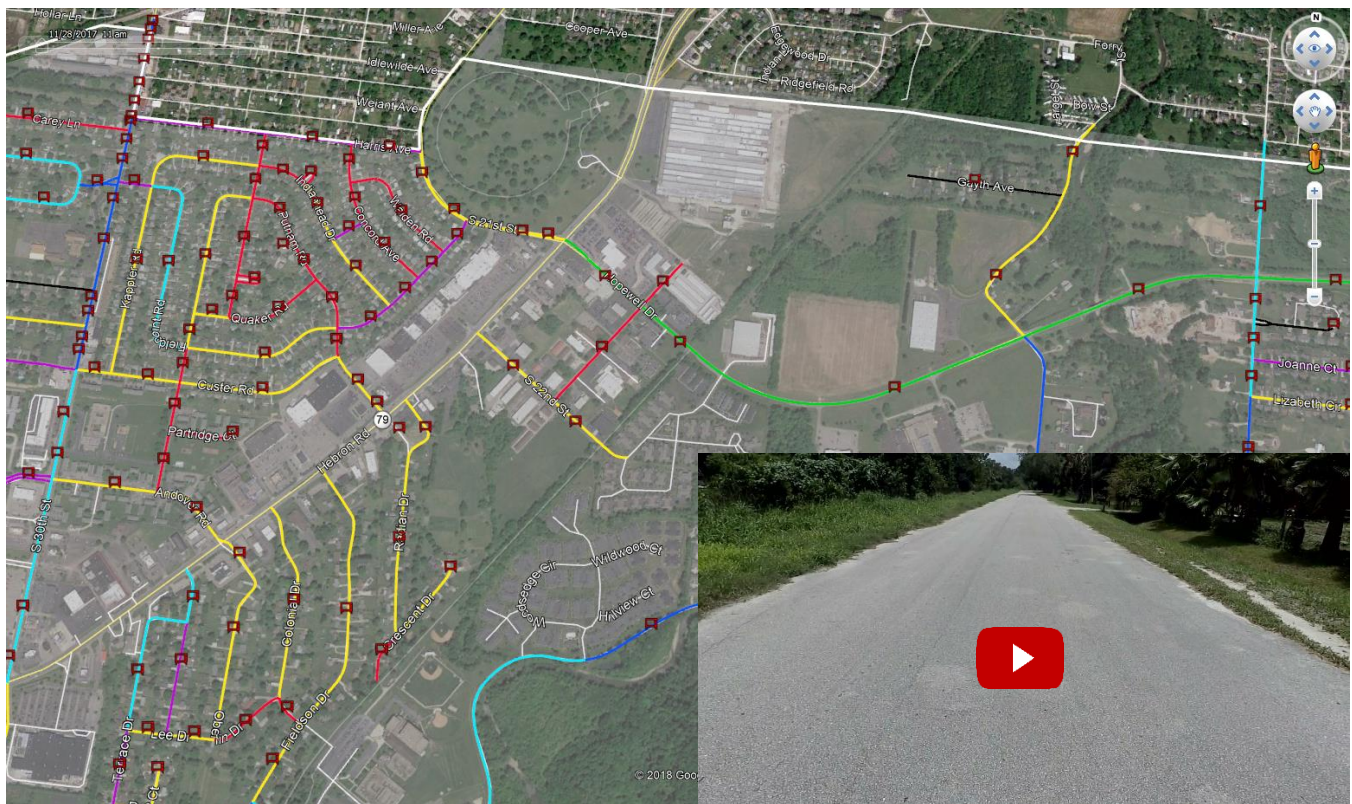


### 5. GIS Assignment, Google Earth and Streaming Video

PMG uses PAVER's GIS Assignment tool along with your provided street centerline shapefile to create a variety of GIS inventory and condition-based maps regarding your pavement management data. GIS views are available within the PAVER software or can be easily exported from PAVER into ESRI ArcGIS compatible shapefiles.

We also provide a Google Earth KMZ file that color-codes the current condition category of each street in your network and integrates streaming HD video captured by the PMG patrol team for each street section. Use this agile platform to review visual and PCI-based inventory data from any computer with a high-speed internet connection and the free Google Earth web-based application. All streaming video is securely stored, managed and hosted by PMG, requiring no additional software, accounts or licensing fees.

Client to provide street centerline and municipal boundary GIS shapefiles.



## 6. Final Project Report and On-Site Presentation

PMG will present a final project report on-site that includes:

- an executive summary;
- current condition status of the street network;
- published GIS map showing current street conditions by PMG assigned condition categories;
- a variety of charts/graphs and GIS views; and
- a separate Excel-based inventory and PCI report that lists all inventory items, current PCI condition, and PMG's recommended maintenance action for each street pavement section.



## 7. Data Management, Consulting & Support

PMG will provide up to 40 hours of data management, consulting and support through 12/31/2020. Service to start upon completion of the project with the final project close-out meeting, and includes (but is not limited to) inventory, work history, and network condition updates; budget and target driven scenarios and reporting; maintenance recommendations; GIS mapping of pavement condition; project planning; general consulting and support; presentation; etc.

An annual support subscription is necessary to keep your work history, network condition, and PAVER license up-to-date between your biannual reinspection's, as well as to continue your dedicated cloud-based video streaming service channel and access within Google Earth.

## Section 4. Project Cost Table

The following cost table by project task has been provided for review. PMG to provide the client with monthly, progress-based invoices, typically the last week or first week of each month, with NET 30 Terms.

TASK	MILESTONE	FEE
1. Pavement Management System and Set Up (ONE TIME FEE)	01/01/2020	\$1,850.00
2. Network Inventory (ONE TIME FEE)	01/31/2020	\$7,980.00
3. 1080P Full HD Video of Network Inventory	02/28/2020	\$11,960.00
4. ASTM Standard (D6433) Condition (PCI) Assessment	04/30/2020	\$18,200.00
5. GIS Assignment, Google Earth and Streaming Video	04/30/2020	\$7,380.00
6. Final Project Report and On-Site Presentation	05/31/2020	\$5,400.00
7. Data Management, Consulting & Support (1 <sup>st</sup> YEAR FREE!)	06/ – 12/2020	\$0.00
<b>PROJECT TOTAL</b>	<b>\$52,770.00</b>	<b>\$52,770.00</b>

## Section 5. Project Timeline

The following project schedule by major task has been provided below for planning and milestone purposes:

TASK	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE - DECEMBER
PAVER SYSTEM SETUP						
VIDEO CAPTURE						
ASTM INSPECTION						
GIS, GOOGLE, MAPS						
BUDGET NEEDS						
FINAL REPORTS						
CONSULTING, SUPPORT						

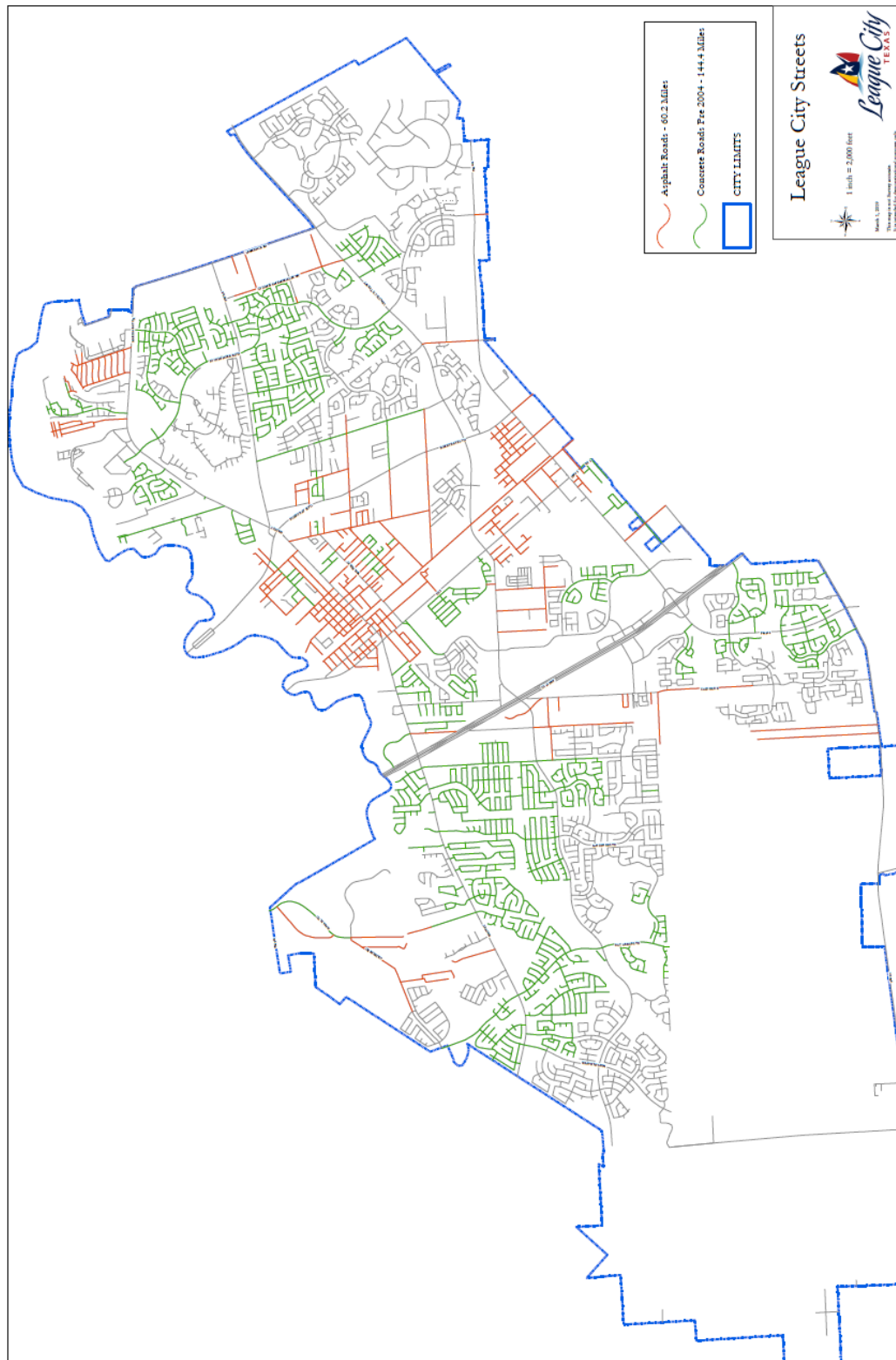


*From all of us at PMG, thank you for the opportunity to provide our proposal for a complete pavement management system for the City of League City, TX. We sincerely appreciate your time and consideration and look forward to your decision.*



## ATTACHMENT 1

### City Asphalt and Concrete Roadways that will be a Part of this Project



## **Exhibit B**

**(there is no Exhibit B for this Agreement)**