



## **PROFESSIONAL SERVICES AGREEMENT**

(version 9-16-2019)

This AGREEMENT (“Agreement”) is entered by and between **iGET Services LLC** (“Professional”), located at **4103 Oak Blossom Ct, Houston, TX 77059** 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 **Professional Engineering Services**. 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 **November 20, 2019** and shall expire on **November 20, 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 **\$173,275.00** 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)*

**IGET SERVICES LLC - “Professional”**



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Dr. Satya Pilla, P.E, PMP  
Principal

**CITY OF LEAGUE CITY – “City”**

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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**  
(13 number of pages, including this page)

See Next 12 Pages...



## Global Engineering and Technologies

### iGET Services LLC

**Office:** 3727 Greenbriar Drive, Suite 114, Stafford, TX 77477

**TBPE Firm Registration:** F-16628

**Tel:** +1.832.858.3982 +1.281.220.1307

**Email:** [info@igetservices.com](mailto:info@igetservices.com) **Website:** [www.igetservices.com](http://www.igetservices.com)

Mr. John Baumgartner  
City Manager  
300 West Walker St.  
League City, Texas 77573

Attn: Mr. Anthony Talluto

RE: Improvement of Intersection SH-3 at SH-96

Dear Mr. Anthony,  
iGET Services LLC is pleased to present this proposal for performing Engineering Services for the above referenced project. The scope, deliverables, schedule, and engineering fee presented in this proposal are based on our understanding from the information provided in our scoping presentation meeting dated 08/20/2019 with you and Ms. Angie Steelman at the League City Hall, and our subsequent meeting dated 08/27/2019 with TXDOT Assistant Area Engineer.

Scope and Engineering Fee breakdown are given in this proposal. Please let me know if you have any questions or need clarifications. I will be pleased to answer.

Best Regards,

A handwritten signature in blue ink, appearing to read 'S. Pilla'.

Dr. Satya Pilla, P.E., PMP  
Principal

10-29-2019





LEAGUE CITY GALVESTON COUNTY JOINT PROJECT  
ENGINEER: iGET SERVICES LLC

**“EXHIBIT A” SCOPE OF WORK**

**SH-3 AND SH-96 INTERSECTION IMPROVEMENTS A/E PROJECT NO.  
### OCTOBER 29, 2019**

**BASIC SERVICES**

The project includes several modifications to the intersection of SH-3 and SH-96 in League City, Texas. The modifications include:

- Create an Eastbound SH-96 to Northbound SH-3 left turn lane with 200' for additional storage on SH-96
- Create a Westbound SH-96 to Southbound SH-3 left turn lane with 200' for additional storage on SH-96
- Create a 200' Northbound SH-3 to Eastbound SH-96 right turn lane.
- Create a 200' Southbound SH-3 to Westbound SH-96 right turn lane.
- Create a 200' Eastbound SH-96 to Southbound SH-3 right turn lane.
- Create a 200' Westbound SH-96 to Northbound SH-3 right turn lane
- Realign and re-grade the drainage ditches for the six storage lane additions
- Signal Relocation Design (if necessary)
- All work shall be designed to TxDOT design standards.

Basic Services include Preliminary Design, Final Design, Bidding and Construction Phases. These services include the following:

Preliminary Design Phase (30%) \*Time Critical Service. follow provided schedule of calendar days excluding City/TxDOT review time\*

This phase includes the following general tasks:

- Kick-off Meeting (City of League City, TxDOT, design consultants)
- Develop Design Criteria
- Develop Preliminary Design (30 percent) and Cost Estimate
- Begin Utility Coordination - Right of Way Requirements, Utility Relocations, Etc.
- Signal Relocation Design – Existing Layout and Proposed Layout (if necessary)
- See “Exhibit B” attached for minimum requirements for deliverables at this phase.

Final Design Phase \*Time Critical Service. follow provided schedule of calendar days excluding City/TxDOT review time\*

The following general tasks are part of the Final Design Phase:

#### Prepare 60% Design

- Prepare Detailed Design, including traffic control plans.
- See "Exhibit B" attached for minimum requirements for deliverables at this phase.
- Refine Cost Estimate
- Complete Right-of-Way and Utility Coordination
- Prepare Project Manual (bid documents) with all Necessary Forms Included
- Signal Relocation and Pedestrian Signal Relocation Design including Ramps.
- Coordinate and Submit Plans/Documents to TxDOT for Review/Comments.

#### Prepare 90% Design

- Finalize Detailed Design, including traffic control plans.
- Finalize Cost Estimate
- Finalize Procurement Documents (including Title VI requirements)
- Finalize Proposal (bid documents) with all Necessary Forms Included
- See "Exhibit B" attached for minimum requirements for deliverables at this phase.
- 

#### Prepare Final Project P&S and Related Documents (100% Final)

##### Bid Phase

The following are typical tasks associated with the Bidding Phase of the project:

- Assist City in Advertisement for Bids
- Notify Bidders by Uploading of Project, and Supporting Documentation, to CivCast.com
- Respond to CivCast Questions and Issue Addenda (if any) Attend Pre-Bid Meeting and Bid Opening. Evaluate Bids and Check References
- Make Recommendation to Award, Reject all Bids, or Cancel Project

##### Construction Phase

The following general tasks are typically completed during the Construction Phase:

- Attend Pre-Construction Meeting (City of League City, TxDOT and Contractor)
- Attend Monthly Progress Meetings with City and Contractor
- Provide Progress Reports
- Review Monthly Pay Applications and Approve
- Conduct Periodic Site Visits
- Provide Project Documentation
- Attend Substantial Completion Inspection and Prepare Punch-List



- Attend Final Inspection
- Provide Record Drawings
- Final Closeout Package

ADDITIONAL SERVICES:

- Surveying
- Right of Way Maps w/Metes and Bounds
- Coordination with TxDOT/Permitting
- Geotechnical Investigation
- Traffic Signal Plans
- Traffic Impact Analysis

NOT IN CONTRACT:

- Appraisals, Negotiations, and Right-of-Way Acquisitions
- Subsurface Utility Engineering (SUE)
- H&H Studies for Stormwater Detention/Impact Analysis due to lane additions
- Permit Filing Fees
- USACE Permit
- TDLR Permit
- Construction Materials Testing (GEOTEST)
- Environmental Compliance Coordination
- Resident Inspection

Compensation for Professional Services  
Project Name: Intersection Improvements: SH-3 and SH-96

Construction Cost Estimate: \$1,000,000

**A. BASIC SERVICES**

|                                |                    |             |
|--------------------------------|--------------------|-------------|
| 1                              | Pre-Design Phase   | 21,830.00   |
| 2                              | Design Phase       | 42,230.00   |
| 3                              | Bid Phase          | 4,995.00    |
| 4                              | Construction Phase | 29,020.00   |
| Subtotal Basic Services (1-4): |                    | \$98,075.00 |

**B. ADDITIONAL SERVICES**

|                                    |   |             |             |
|------------------------------------|---|-------------|-------------|
| 1                                  | Survey Services & Coordination  |             |             |
|                                    | a. Topo & Mapping   | \$25,000.00 |             |
|                                    | b. Parcels Documentation & Bid set (4 x \$2,500)  | \$10,000.00 |             |
|                                    | c. 10% of Survey Coordination Fee   | \$3,500.00  |             |
|                                    |   |             | \$38,500.00 |
| 2                                  | Geotech Services & Coordination   |             |             |
|                                    | a. Geotech Investigations   | \$17,000.00 |             |
|                                    | b. 8% of Geotech Fee  | \$1,700.00  |             |
|                                    |   |             | \$18,700.00 |
| 3                                  | *Optional Additional Services including, but not limited to   |             |             |
|                                    | *amounts shown are estimates and will be paid according to the Engineer's Rates, unless otherwise identified as Firm Fixed Fee* |             |             |
|                                    | a. Signal System Relocation Design  | \$5,000.00  |             |
|                                    | b. TXDOT & Utility Conflict Coordination  | \$5,000.00  |             |
|                                    | c. Miscellaneous Direct Expenses  | \$3,000.00  |             |
|                                    |   |             | \$13,000.00 |
| Subtotal Additional Services (1-3) |   |             | \$70,200.00 |

Changes to Drawings \$5,000.00

TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL) \$173,275.00

**SH-3 AND SH-96 INTERSECTION IMPROVEMENTS**  
**LEAGUE CITY GALVESTON COUNTY JOINT PROJECT**

iGET Services  
 Project No. 19/GC-LC-1  
 Cost Breakdown

| Function Code / Task Description  | No. of Sheets                 | Principal/<br>Project Manager | QA/QC Engineer | Engineer-<br>In-Training | Senior Designer | Designer    | Senior CADD Operator | Admin       | Total Cost (\$)  |
|---|-------------------------------|-------------------------------|----------------|--------------------------|-----------------|-------------|----------------------|-------------|------------------|
| <b>Burdened Rate</b>  |                               | <b>\$200</b>                  | <b>\$180</b>   | <b>\$100</b>             | <b>\$125</b>    | <b>\$90</b> | <b>\$90</b>          | <b>\$75</b> |                  |
| <b>LEVEL OF EFFORT ESTIMATE</b>   |                               |                               |                |                          |                 |             |                      |             |                  |
| <b>ENGINEERING</b>  |                               |                               |                |                          |                 |             |                      |             |                  |
| <b>TASK</b>   | <b>DRAWINGS / LABOR HOURS</b> |                               |                |                          |                 |             |                      |             |                  |
| <b>1. Pre-Design Phase</b>  |                               |                               |                |                          |                 |             |                      |             |                  |
| i Study Record Drawings   |                               | 2                             |                |                          | 8               |             |                      |             |                  |
| ii Schematic with support systems shown/verified  | 2                             | 4                             | 4              | 8                        | 8               |             | 8                    |             |                  |
| a. Sight triangles evaluation/recommendation  |                               | 2                             |                | 4                        |                 |             |                      |             |                  |
| b. Drainage concept/recommendation  |                               | 4                             | 4              | 10                       | 8               |             |                      |             |                  |
| c. Signal Modifications   |                               | 4                             | 4              | 10                       | 8               |             |                      |             |                  |
| iii Cost Estimate   |                               | 6                             |                |                          |                 |             |                      |             |                  |
| iv Utility contact and conflict table   |                               | 4                             |                | 8                        | 8               |             |                      |             |                  |
| <b>Total Engineering Hours for Pre-Design Phase</b>   | <b>2</b>                      | <b>26</b>                     | <b>12</b>      | <b>40</b>                | <b>40</b>       |             | <b>8</b>             |             | <b>17,080.00</b> |
| <b>2. Design Phase</b>  |                               |                               |                |                          |                 |             |                      |             |                  |
| i Plans   |                               | 12                            | 4              |                          |                 |             |                      |             |                  |
| a. Horizontal Alignment (Plan / Design)   | 2                             |                               |                |                          | 4               |             | 16                   |             |                  |
| b. Typical Sections (Existing and Proposed)   | 2                             |                               |                |                          | 4               |             | 16                   |             |                  |
| c. Utilities Location (Plan View Only)  | 1                             |                               |                |                          | 4               |             | 8                    |             |                  |
| d. Street / Driveway Connection   |                               |                               |                |                          | 4               |             |                      |             |                  |
| e. Construction Details   | 2                             |                               |                |                          | 8               |             | 16                   |             |                  |
| f. Drainage Design (Ditch re-alignments, Re-grading for additional flows, Review Existing Inlets, add new ones/modify existing as needed) | 2                             | 6                             | 2              |                          | 8               |             | 16                   |             |                  |
| g. Traffic Signal Modifications (Existing, Proposed Mods, Pedestrian Signals, Relocations)  | 4                             | 6                             | 2              |                          | 8               |             | 16                   |             |                  |
| h. ADA Compliant Ramps  | 1                             |                               |                |                          | 4               |             | 8                    |             |                  |
| i. Signing and Pavement Marking Plans   | 4                             |                               |                |                          | 8               |             | 16                   |             |                  |
| j. Harris County Standard Sheets and other sheets   | 5                             |                               |                |                          | 10              |             |                      |             |                  |
| ii Update utility contact / conflict list   |                               | 4                             |                | 8                        |                 |             |                      |             |                  |
| iii Traffic Control Plan development  | 4                             | 4                             | 4              |                          | 8               |             | 16                   |             |                  |
| iv SWPPP  |                               |                               |                |                          |                 |             |                      |             |                  |
| v Signature block   |                               |                               |                |                          |                 |             |                      |             |                  |
| v Support exhibits/interim submittals (as needed)   |                               | 4                             |                | 4                        |                 |             |                      |             |                  |
| vi Construction Cost estimate   |                               | 4                             |                | 8                        |                 |             |                      |             |                  |
| <b>Total Engineering Hours for Design Phase</b>   |                               | <b>40</b>                     | <b>12</b>      | <b>20</b>                | <b>70</b>       |             | <b>128</b>           |             | <b>32,430.00</b> |
| <b>3. Construction Phase</b>  |                               |                               |                |                          |                 |             |                      |             |                  |
| i Conflict Resolutions in the field   |                               | 12                            | 6              | 24                       | 12              |             |                      |             |                  |
| ii As-Built Drawing preparation   |                               | 8                             | 8              | 16                       |                 |             | 16                   |             |                  |
| <b>Total Engineering Hours for Construction Phase</b>   |                               | <b>20</b>                     | <b>14</b>      | <b>40</b>                | <b>12</b>       |             | <b>16</b>            |             | <b>13,460.00</b> |
| <b>PROJECT MANAGEMENT</b>   |                               |                               |                |                          |                 |             |                      |             |                  |
| <b>Pre-Design Phase</b>   |                               |                               |                |                          |                 |             |                      |             |                  |
| i Meetings - 2 milestones (Kick-off, Field visit, Pre-Design)   |                               | 6                             |                | 8                        |                 |             |                      |             |                  |
| ii Obtain all necessary agency approvals.   |                               |                               |                | 16                       |                 |             |                      |             |                  |
| iii SubConsultant Coordination/Review   |                               | 2                             |                |                          | 6               |             |                      |             |                  |
| <b>Design Phase</b>   |                               |                               |                |                          |                 |             |                      |             |                  |
| i Meetings - 2 milestones (Design, Bid Phases), 3 other (Utilities, ROW land acquisition, TCP, and as needed)                             |                               | 16                            |                | 16                       |                 |             |                      |             |                  |
| ii Obtain all necessary agency approvals.   |                               | 8                             |                | 8                        |                 |             |                      |             |                  |
| SubConsultant Coordination/Review   |                               | 8                             |                |                          | 8               |             |                      |             |                  |
| <b>Bidding and Award Phase</b>  |                               |                               | 4              |                          |                 |             |                      |             |                  |
| i Coordinate pre-bid  |                               |                               |                |                          |                 |             |                      |             |                  |
| ii Prep addendum  |                               |                               |                |                          | 8               |             |                      |             |                  |
| iii Other meetings as needed to address remaining issues  |                               | 8                             |                |                          |                 |             |                      |             |                  |
| iv Evaluate bids and provide tabulations and recommendation   |                               | 8                             |                | 4                        | 8               |             |                      |             |                  |

|              |  |  |               |                               |                |                          |                 |          |                      |        |           |
|--------------|--|--|---------------|-------------------------------|----------------|--------------------------|-----------------|----------|----------------------|--------|-----------|
|              | Construction Phase                       |  |               |                               |                |                          |                 |          |                      |        |           |
|              | i  | Public Meetings and Exhibits               | 1             | 4                             |                | 12                       |                 |          |                      | 8      |           |
|              | ii                                       | Construction Progress Meetings             | 6             | 12                            |                | 24                       |                 | 6        |                      |        |           |
|              | iii                                      | Periodic Site Visits (1 per month)         | 6             | 12                            |                | 12                       |                 |          | 6                    |        |           |
|              | iv                                       | RFI - Review, Tracking and Recommendations | 6             | 6                             |                | 12                       |                 | 12       |                      |        |           |
|              |  |  |               |                               |                |                          |                 |          |                      |        |           |
|              | Total Project Management Hours           |  | 90            |                               | 4              | 112                      | 30              | 18       | 6                    | 8      | 36,430.00 |
|              | Total Number of Sheets/Labor Hours/Tasks |  | 27            | 176                           | 42             | 212                      | 152             | 18       | 158                  | 8      | 370.00    |
|              | Burdened Rate                            |  |               | \$200                         | \$180          | \$100                    | \$125           | \$90     | \$90                 | \$75   |           |
|              | Total of Task                            |  |               | 35200                         | 7560           | 21200                    | 19000           |          | 14220                | 600    | 97,780.00 |
|              |  |  |               |                               |                |                          |                 |          |                      |        |           |
|              | Function Code / Task Description         |  | No. of Sheets | Principal/<br>Project Manager | QA/QC Engineer | Engineer-<br>In-Training | Senior Designer | Designer | Senior CADD Operator | Admin  | Total Fee |
| Pre-Design   | Eng                                      |  |               | 26                            | 12             | 40                       | 40              |          | 8                    |        | 17,080.00 |
| Pre-Design   | PM                                       |  |               | 8                             |                | 24                       | 6               |          |                      |        | 4,750.00  |
| Pre-Design   | Total Hours / Fee for Pre-Design Phase   |  |               | \$6,800                       | \$2,160        | \$6,400                  | \$5,750         |          | \$720                |        | \$21,830  |
|              |  |  |               |                               |                |                          |                 |          |                      |        |           |
| Design       | Eng                                      |  |               | 40                            | 12             | 20                       | 70              |          | 128                  |        | 32,430.00 |
| Design       | PM                                       |  |               | 32                            | 0              | 24                       | 8               |          | 0                    |        | 9,800.00  |
| Design       | Total Hours / Fee for Design Phase       |  |               | \$14,400                      | \$2,160        | \$4,400                  | \$9,750         |          | \$11,520             |        | \$42,230  |
|              |  |  |               |                               |                |                          |                 |          |                      |        |           |
| Bidding      | PM                                       |  |               | 10                            | 4              | 4                        | 15              |          |                      |        | 4,995.00  |
| Bidding      | Total Hours / Fee for Bidding Phase      |  |               | \$2,000                       | \$720          | \$400                    | \$1,875         |          |                      |        | \$4,995   |
|              |  |  |               |                               |                |                          |                 |          |                      |        |           |
| Construction | Eng                                      |  |               | 20                            | 14             | 40                       | 12              |          | 16                   |        |           |
| Construction | PM                                       |  |               | 34                            |                | 60                       |                 | 18       | 6                    | 8      |           |
| Construction | Total Hours / Fee for Construction Phase |  |               | \$10,800                      | \$2,520        | \$10,000                 | \$1,500         | \$1,620  | \$1,980              | \$600  | \$29,020  |
|              |  |  |               |                               |                |                          |                 |          |                      |        |           |
|              |  |  |               | 34,000.00                     | 7,560.00       | 21,200.00                | 18,875.00       | 1,620.00 | 14,220.00            | 600.00 | 98,075.00 |

## PSA Exhibit B

### PHASE REQUIREMENTS

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

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

1. Plans that contain the following information:
  - a. Cover Sheet
  - b. Field Survey Plan Sheet
  - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
  - d. Demo Plan
  - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
6. Traffic Impact Analysis (if needed)
7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
8. Preliminary Land Acquisition Information (if needed)
9. Preliminary Geotechnical findings (if needed)
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

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

1. Plans that contain the following information:
  - a. Cover Sheet w/ index
  - b. General Notes
  - c. Sheet Layout
  - d. Typical Cross-Sections
  - e. Survey Control
  - f. Demo Plan
  - g. Grading Plan (if needed)
  - h. Tree Protection and/or Landscape Plan (if needed)
  - i. Traffic Control Plan (if needed)
  - j. Proposed Drainage Area Map and calculations
  - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
  - l. Intersection Details
  - m. Sidewalks, Traffic Signage, & Pavement Marking Plans
  - n. SW3P Plan Sheet(s) and Details
  - o. Standard CoLC Details applicable for project
  - p. Project Specific Requirements/Details/Notes such as
    - 1) Electrical Plans/Details
    - 2) Structural Plans/Details
    - 3) Signal Plans/Details
2. Final ROW Documents for Land Acquisition (if needed)
3. Completed Geotechnical Report (if needed)
4. List of Updated Utility Conflicts and contact information for appropriate utilities.
5. List of needed Permits, draft applications for needed Permits

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

**C. 90% Submittals should, at a minimum, include the following:**

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
4. SW3P Manual with appropriate documentations/signatures as applicable
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities.

**D. Resubmittals**

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

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

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

**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



**EXHIBIT C**  
**Intersection Improvement - SH-3 at SH-96**  
**League City and Galveston County Joint Project**  
**Consultant: iGET Seervices LLC**

| ID   | Task Name  | Duration | Cum.<br>Duration | Start | Finish |
|--|--|----------|------------------|-------|--------|
| 0  | <b>SH-3 AND SH-96 - INTERSECTION IMPROVEMENT</b> | 196 days |                  |       |        |
| <b>Teaming &amp; Project Readiness</b><br>Project Introduction Meetings<br>TXDOT Coordination<br>Field Visit<br>Proposal<br>Review and Agree on Proposal |  |          |                  |       |        |
| 1  | <b>Project Roll-out</b>                          |          | <b>5 days</b>    |       |        |
|  | NTP from League City Engineering                 | 1 day    |                  |       |        |
|  | Project Introduction Meeting                     | 1 day    |                  |       |        |
|  | Field Visit with City and Sub-consultants        | 1 day    |                  |       |        |
|  | Applying for TXDOT Prelim. Permit                | 2 days   |                  |       |        |
| 2  | <b>PRE-ENGINEERING DESIGN PHASE (30%)</b>        |          | <b>60 days</b>   |       |        |
|  | <b>Survey</b>                                    | 30 days  |                  |       |        |
|  | Field Survey, CAD Generation                     |          |                  |       |        |
|  | Review Survey Results                            |          |                  |       |        |
|  | Identify If Land Acquisition Needed              |          |                  |       |        |
|  | <b>Geotech Investigations</b>                    | 21 days  |                  |       |        |
|  | <b>Utility Coordination</b>                      | 21 days  |                  |       |        |
|  | Placing Calls                                    |          |                  |       |        |
|  | Coordination Meeting/ Conflict Assessments       |          |                  |       |        |
|  | Utility Conflict Table                           |          |                  |       |        |
|  | <b>Schematic with Support Systems Verified</b>   | 30 days  |                  |       |        |
|  | Study Record Drawings                            |          |                  |       |        |
|  | Sight Triangles/ Lanes                           |          |                  |       |        |
|  | Drainage Concepts                                |          |                  |       |        |
|  | Signal Design Concept/Schematics                 |          |                  |       |        |
|  | <b>Finalizing Schematics</b>                     |          | <b>30 days</b>   |       |        |
|  | TXDOT preliminary Permit                         | Unknown  |                  |       |        |
|  | Coordinating with Stakeholders                   | 5 days   |                  |       |        |
|  | Cost Estimate                                    | 5 days   |                  |       |        |
|  | Draft Pre-Engineering Design                     | 5 days   |                  |       |        |
|  | Pre-Engineering Review by the City               | 14 days  |                  |       |        |
|  | Final Pre-Engineering Design Submittal           | 1 day    |                  |       |        |
| <b>TOTAL DURATION FOR PRELIMINARY ENG</b>  |  |          | <b>95 days</b>   |       |        |

|   |                                      |         |          |  |  |
|---|--------------------------------------|---------|----------|--|--|
| 3   | DESIGN PHASE                         |         | 91 days  |  |  |
|   | Design Kick-Off Meeting              | 1 day   |          |  |  |
|   | ROW Maps / Land Acquisition Needed   | 15 days |          |  |  |
|   | Basic Design Drawings                | 45 days |          |  |  |
|   | Horizontal Alignment                 |         |          |  |  |
|   | Typical Sections                     |         |          |  |  |
|   | Drainage Elements Design             |         |          |  |  |
|   | Utility Conflicts/Relocations Needed |         |          |  |  |
|   | ADA Compliant Ramps                  |         |          |  |  |
|   | Sidewalks                            |         |          |  |  |
|   | Signing and Striping                 |         |          |  |  |
|   | Construction Details                 |         |          |  |  |
|   | Traffic Control Plans                |         |          |  |  |
|   | SWPPP                                |         |          |  |  |
|   | Signal Design/Mods                   | 30 days |          |  |  |
|   | Standard CoLC Details                |         |          |  |  |
|   | Electrical Plans                     |         |          |  |  |
|   | Structural Plans                     |         |          |  |  |
|   | Signal Plans                         |         |          |  |  |
|   | TXDOT Permitting                     | Unknown |          |  |  |
|   | Finalizing the Design & Reviews      | 55 days |          |  |  |
|   | Construction Cost Estimate           | 4 days  |          |  |  |
|   | Updated Geotech Report               | 0 days  |          |  |  |
| Updated Design Schedule, Prelim Construction Schedule | 1 day                                |         |          |  |  |
| 60% Design Submittal                                  | 1 day                                |         |          |  |  |
| Review by the City/TXDOT                              | 14 days                              |         |          |  |  |
| Address Comments                                      | 5 days                               |         |          |  |  |
| Final List of Utility Conflicts                       | 1 day                                |         |          |  |  |
| Project Manual, Spec book                             | 5 days                               |         |          |  |  |
| SWPPP Manual  | 3 days                               |         |          |  |  |
| 90% Design Submittal                                  | 1 day                                |         |          |  |  |
| Review by the City/TXDOT                              | 14 days                              |         |          |  |  |
| Address Comments                                      | 5 days                               |         |          |  |  |
| 100% Submittal  | 1 day                                |         |          |  |  |
| TOTAL DURATION FOR FINAL DESIGN                       |                                      |         | 146 days |  |  |
| 4   | BID PHASE                            |         | 45 days  |  |  |
|   | Completed Project manual             |         |          |  |  |
|   | Completed SWPPP Manual               |         |          |  |  |
|   | Updated Construction Schedule        |         |          |  |  |
|   | Utility Approvals                    |         |          |  |  |
|   | City/County Approvals                |         |          |  |  |
|   | Pre-Bid Meeting, Bid Documents       |         |          |  |  |

|                                  |  |         |  |  |
|----------------------------------|--|---------|--|--|
| Address RFI's during Bid Process |  |         |  |  |
| Bid Evaluation, Recommendations  |  |         |  |  |
| TOTAL DURATION FOR BID PHASE     |  | 45 DAYS |  |  |
| 5 CONSTRUCTION PHASE             |  |         |  |  |

TOTAL DURATION FOR THE DESIGN PHASE

286 days

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