



PROFESSIONAL SERVICES AGREEMENT

(version 5-1-2020)

This AGREEMENT (“Agreement”) is entered by and between **Gauge Engineering, LLC** (“Professional”), located at **3200 Wilcrest Dr, Suite 220, Houston, TX 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Leisure Lane/Orange Grove Area Drainage Study**. 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 16, 2020** and shall expire on **April 16, 2021**. 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 **\$104,905.00** 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 of \$1,000,000 per occurrence and \$2,000,000 aggregate;
 - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits 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 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

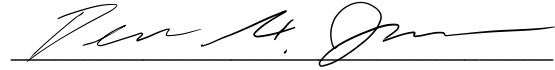
if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably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

(signature block on next page)

Executed on _____. *(date to be filled in by City Secretary)*

GAUGE ENGINEERING, LLC - “Professional”



Derek St. John, PE, CFM – Principal for Gauge Engineering, LLC.

CITY OF LEAGUE CITY – “City”

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

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

See attached documents

PSA Exhibit A



October 22, 2020

Danny Carder, CFM, CSM
Project Manager
City of League City
300 W Walker St
League City, TX 77573

Re: Leisure Lane / Pecan Orchard Drainage Study – Proposal for Engineering Services

Mr. Carder,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for engineering services to support the City of League City with the drainage study in the vicinity of Leisure Lane / Pecan Orchard. The goal of the study is to determine the source and cause of reported and observed flooding near the intersection of Orange Groove St. and Leisure Lane, and to develop improvement options to alleviate the flooding conditions.

We propose to perform this work for a Lump Sum amount of \$104,905. See Exhibit A for a detailed description of the scope of work and Exhibit B for an itemized level of effort breakdown. Please feel free to contact me at (713) 269-7782 if you have any questions or need additional information.

Sincerely,

Accepted for Client

A handwritten signature in black ink, appearing to read "Derek St. John", written over a horizontal line.

Derek St. John, PE, CFM
Principal

Signature

Date

Attachments: Exhibit A – Scope of Work
Exhibit B – Level of Effort
Exhibit C – Schedule



EXHIBIT A

SCOPE OF SERVICES

LEISURE LANE / PECAN ORCHARD DRAINAGE STUDY

This Scope of Services outlines the professional engineering services to be performed by **Gauge Engineering, LLC (Gauge)** for the preparation of a Drainage Study to better understand and define the causes of flooding around Leisure Lane and Pecan Orchard area, and to develop improvement recommendations to improve the level of service and reduce the risk of flooding. This effort will include the determination of the various sources of flooding including insufficient ditch and culvert capacity, and overland/overflow.

The scope of work for the project includes hydrologic and hydraulic analysis of the open channel network, and roadside ditch network within the study area and an overland flow analysis of the areas that contribute to the study area. This effort will attempt to identify specific capital improvement projects and will also support future grant and funding opportunities.

Gauge will accomplish the following Tasks:

DRAINAGE STUDY – BASIC SERVICES

1. MANAGEMENT AND COORDINATION:

a) General Project Management:

General Project Management/Project Controls activities are ongoing throughout the period of the contract. This effort includes managing the project schedule, developing and managing the project work plan, and general project communication.

b) Project Coordination Meetings:

Monthly project meetings will be conducted virtually for the duration of the study which is expected to be 5 months. Project coordination meetings include coordination with the survey sub-consultant.

c) Public Engagement:

One public meeting is anticipated to communicate the draft results of this study. The Engineer will work with the City to develop, prepare for, and run the meeting. The Engineer will develop a presentation that will be reviewed by the City a minimum of 1 week prior to the public meeting. This effort includes 1 meeting with the City to review the presentation and prepare for the public meeting. It is understood that the City will secure the venue and advertise the meeting.

d) Quality Control:

A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall accuracy of the project. Modeling check lists will be implemented to review the existing and proposed models. All deliverables will be reviewed prior to submitting.

2. DATA COLLECTION AND SURVEY:

a) Data Collection:

Research and collect available LiDAR data, rain gauge data, GIS base map data, repetitive flood loss claims, record drawings (limited/as-needed) and other relevant information for the study. The FEMA models for Bensons Bayou will be obtained from the City (this effort does not include a FEMA request) and used as a starting point for the analysis.

b) Survey:

Gauge Engineering will sub-contract with LandTech for surveying services. A budget of \$15K is appropriated for surveying. The scope of services for surveying is expected to include collecting key drainage infrastructure information such as ditch and culvert geometry. The final scope for survey services will be finalized during the existing conditions model development with priority given to survey that will be most beneficial for the modeling effort.

c) Field Visits:

Perform periodic site visits to evaluate drainage patterns, measure infrastructure and review survey. Documentation from the field visit will be organized and included in the project report.

3. HYDROLOGIC AND HYDRAULIC ANALYSIS:

Gauge will utilize 2-dimensional modeling with rainfall applied directly to the 2D surface (created from LiDAR) to efficiently assess the study area. Rainfall hyetographs and other hydrologic parameters will be developed for the different flood frequency events and will be consistent with League City criteria.

a) Develop and Analyze Existing Conditions Model:

Gauge will build an existing conditions hydraulic network including modeling a portion of the receiving channel and detention basin. The existing conditions model will also include the roadside ditch system along Orange Grove between Meadowlark Ln and Weeks Ave, and Leisure Lane between League City Parkway and the area south of Orange Grove. Gauge will analyze the region for the 2-, 10-, and 100-year, 24-hour storm events. Gauge will utilize analysis tools and custom templates to evaluate and analyze the results. Exhibits and simulation videos will be developed to depict the water flow path and flooding causes.

b) Summary of Understanding and Problem Area Description:

Gauge will define discrete problem areas based on flooding patterns and logical infrastructure zones. The specific cause(s) of flooding for each problem area will be identified and documented. Defining the causes of flooding is the key step in developing effective solutions.

c) Develop and Analyze Proposed Conditions:

Initial solution concepts to the identified drainage issues will be developed and simulated to confirm effectiveness. Up to three alternatives will be developed and analyzed for effectiveness. Solution concepts that are anticipated to be explored include improved ditch conveyance and culvert sizing, potential channel/detention pond improvements north and east of Leisure Lane and Orange Grove St., and detention. Detention improvements could include both sub-surface under the existing ditches, and surface detention.

d) Impact Evaluation:

The solution alternatives will be evaluated for potential impacts to the surrounding area and receiving waterways. A summary and quantification of potential impacts will be prepared. Revisions to the solution concepts may be necessary to achieve a no-impact solution.

4. STUDY REPORT AND RESULTS SUMMARY:

a) Cost Estimates and Project Exhibits:

Planning level cost estimates for feasible improvement options will be prepared. Planning level cost estimates will seek to establish the major cost related items to constructing each project alternative. Recent bid tabs for similar projects will be utilized in developing the proposed unit costs. Necessary ROW impacts will be identified. Individual project worksheets and exhibits will be developed that justify and describe the project and include key project facts. Limited evaluation of utility will be conducted based on record drawings received from the City. This project phase does not include SUE which will be added in future project phases. Consideration will be given to potential environmental requirements for solution impacts. Recommendations for future detailed environmental services will be defined. Similarly, this study does not include a geotechnical investigation. Recommendations for geotechnical services will be included in the final recommendations based on the recommended solution.

b) Report:

Gauge will develop a summary report that will consist of a discussion of the work accomplished, general methodology, assumptions applied during the course of study, study goal, the reported drainage problems, structural flooding, system capacity issues, findings & recommendations.

Proposed Engineering Tasks #1 - #4 are to be considered Time Critical.



EXHIBIT B
LEISURE LANE / PECAN ORCHARD DRAINAGE STUDY
LEVEL OF EFFORT



I. BASIC SERVICES - DRAINAGE STUDY

DESCRIPTION OF WORK TASKS	PROJ MGR	SR. H&H ENGINEER	EIT	CADD TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
1 MANAGEMENT AND COORDINATION							
a. General Project Management (5 Months)	8	2			5	15	\$2,465
b. Project Coordination Meetings	12	8			8	28	\$4,560
c. Public Engagement	16	8	20	6	2	52	\$8,020
d. Quality Control	12	10				22	\$4,290
Total	48	28	20	6	15	117	\$19,335
2 DATA COLLECTION AND SURVEY							
a. Data Collection	1	4				5	\$880
b. Survey	Landtech Subconsultant (\$15,000 * 10%)					0	\$16,500
c. Field Visits	4	8	8		1	21	\$3,235
Total	5	12	8	0	1	26	\$20,615
3 HYDROLOGIC AND HYDRAULIC ANALYSIS							
a. Develop and Analyze Existing Conditions Model	8	40	80			128	\$17,960
b. Summary of Understanding and Problem Area Description	3	4	8	2		17	\$2,490
c. Develop and Analyze Proposed Conditions	10	40	80			130	\$18,400
d. Impact Evaluation	4	12	24			40	\$5,740
Total	25	96	192	2	0	315	\$44,590
4 STUDY REPORT AND RESULTS SUMMARY							
a. Cost Estimates and Project Exhibits	2	8	24	16		50	\$6,320
b. Report	12	22	48	8	8	98	\$13,470
Total	14	30	72	24	8	148	\$19,790
TOTAL HOURS	92	166	292	32	24	606	
Contract Labor Rate	\$220	\$165	\$120	\$105	\$75		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$20,240	\$27,390	\$35,040	\$3,360	\$1,800		\$104,330

II.

EXPENSES	QUANTITY	COST	TOTAL
1 Printing and Reproduction (LS)	1	300.00	\$300
2 Mileage (Design & Construction - miles)	500	0.55	\$275
TOTAL REIMBURSABLE EXPENSES			\$ 575.00

PS&E TOTAL	
I. Basic Services	\$104,330
II. Expenses	\$575.00
PROJECT TOTAL	\$104,905



EXHIBIT C
LEISURE LANE / PECAN ORCHARD DRAINAGE STUDY
SCHEDULE



	Activity Name	Start Date	Finish Date	Duration (Cal. Days)	2020		2021			
					Nov	Dec	Jan	Feb	Mar	Apr
1	OVERALL STUDY	Mon 11/16/2020	Fri 04/16/2021	152						
2	Data Collection	Mon 11/16/2020	Fri 11/27/2020	12						
3	Survey	Mon 12/07/2020	Fri 12/18/2020	12						
4	Existing Conditions Modeling	Mon 11/30/2020	Fri 01/22/2021	54						
5	Improvement Identification and Modeling	Mon 01/25/2021	Fri 02/26/2021	33						
6	Draft Report	Mon 03/01/2021	Fri 03/12/2021	12						
7	Public Meeting	Mon 03/15/2021	Fri 03/26/2021	12						
8	Final Report	Mon 03/29/2021	Fri 04/16/2021	19						
					N	D	J	F	M	A

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services are considered "Time Critical" and subject to Liquidated Damages as outlined in Item 5 of the Professional Services Agreement. This phase must conform to the following submittal types and requirements:

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

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

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

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

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

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

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

D. Resubmittals

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

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

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

III. Construction Phase Services should, at a minimum, include the following:

- A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start
- B. Attendance at Construction Progress Meetings (if needed)
- C. Periodic Site Visits (minimum 1 visit per month of construction)
- D. Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.
- E. Address found Design Conflicts in the Field
- F. Provide paper & digital copies of As-Builts