



## **PROFESSIONAL SERVICES AGREEMENT**

(version 1-7-2021)

This AGREEMENT (“Agreement”) is entered by and between **Gradient Group LLC**, (the “Professional”), located at **2107 City West Blvd., Suite 450, 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 **professional engineering services for the design of the Right Turn Lane on Calder Road at FM 517 (ST 2102)**. 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 **July 13, 2021** and shall expire on **October 13, 2022**. 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 **\$63,818.00** 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, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

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

illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

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

**GRADIENT GROUP, LLC - "Professional"**

  
Stephanie Anderson, P.E.  
President

**CITY OF LEAGUE CITY – "City"**

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

**Attest:**

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

**Approved as to Form:**

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



# Exhibit A

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

See Next Page...





## EXHIBIT A

June 30, 2021

Mrs. Angie Steelman  
City of League City  
Director of Budget & Project Management  
300 W. Walker Street, League City, Texas 77573  
*By email: Angie.Steelman@leaguecitytx.gov*

RE: Proposal for Civil Engineering Services  
Calder Road Widening from FM 517 to 300 Feet North of FM 517  
City of League City, Galveston County, Texas

Dear Mrs. Steelman,

Gradient Group, LLC (Consultant) is pleased to submit this proposal to City of League City (City) to provide Civil Engineering Design Services for the above referenced project. We understand the City wishes to widen Calder Road approximately 400 linear feet north of FM 517. Our project understanding, scope of services and fee are below.

### Project Understanding

Based on the information from the City on the subject site, we assume the following to be true:

#### Assumptions and Exclusions

1. The project consists of widening Calder Road a total of 8-feet on the east side of the roadway from FM 517 to approximately 400' north of FM 517 to provide two southbound lanes on the approach of the FM 517 intersection. Design will include the extension of the existing Culvert and SET and any asphalt transition that may be needed at the intersection of FM 517 including any needed striping.
2. The widening will be done within the existing Calder Road right-of-way (ROW).
3. Current right-of-way, topographic, and utility survey will be provided by Baseline Corporation in both CAD and PDF format and has been included in this proposal. Gradient's minimum Survey standards are a current Cat. 1B, Cond. II Boundary Survey prepared with a current title report, and a Cat. 6, Cond. II Topographic and Utility Survey.
4. The proposed pavement section design will be 8" concrete with a 6" lime stabilized subgrade and will conform to League City Specification Items 604 and 605. The 8' widening area may not be wide enough for lime stabilization and will be confirmed during design.
5. This proposal does not include municipal agency review fees or impact fees.
6. We have assumed that a Storm Water Quality Management Plan (SWQMP) will NOT be required and has not been included in the fee below.
7. We will provide erosion control plans for permitting approval; General Contractor/Owner shall provide the required Storm Water Pollution Prevention Plan (SWPPP) for construction.

8. We have assumed that permitting through the Texas Department of Transportation (TxDOT) will be required and has been included in our scope of services.
9. This proposal does not include wetland permitting and coordination.
10. This proposal does not include any environmental studies.
11. This proposal does not include structural walls, structural site design or pump stations.
12. Construction Services has not been included in this scope.

### **Scope of Services**

#### **I. Planning Phase:**

The Consultant will perform a preliminary analysis consisting of the tasks specifically stated below. The City shall provide the Consultant with any available information on the subject property which may assist the Consultant during their analysis.

1. Attend one planning and design meetings with City and team.
2. Conduct one site visit to observe and report on existing conditions that may hinder roadway design.
3. Research and advise City on permitting issues and proposed schedule.
4. Request utility maps from the local gas, electric, and telephone companies (dry utilities). The Consultant will coordinate with the local dry utility providers in an effort to obtain record drawings from the area providers.
5. Develop schematic alignment and produce typical sections for existing and proposed roadways.

#### **II. Construction Documents (Design Plans):**

The Consultant will prepare Civil Design Documents for the proposed roadway widening based on the City approved layout and current City design criteria. This task includes preparation of plans only and drainage system calculation and design. The Consultant will prepare the following plan sheets:

1. Cover Sheet
2. General Notes
3. Overall Roadway Layout

We will prepare a layout of proposed street paving, and curbs.

4. Overall Storm Sewer Layout / Drainage Area Map

This task includes design of storm drainage system, detention systems, and required calculations and analysis. This task does not include any effort for the analysis of adjacent properties or the design of any regional detention facilities and will evaluate the need for mitigation due to a net impervious area increase and the location of the existing inlets to the north of the project that the water drains to. This task does not include any design of pump detention system. If a pump system is required, it will be considered an additional service.

5. Erosion Control Plan

The Consultant will prepare an erosion control plan for the site inclusive of erosion control measures to be implemented by the contractor prior to disturbing the site and throughout construction. Please note that the erosion control plan does not constitute a complete Storm Water Pollution Prevention Plan (SWPPP) as required by the Texas Commission for Environmental Quality (TCEQ). The Consultant is not responsible for any inspections of the SWPPP implementation or for filing of the NOI, NOT, or any other aspect of the SWPPP.

6. Infrastructure Plans and Profiles

The consultant will prepare plan and profile drawings of the proposed infrastructure inclusive of street paving and storm sewer system.

7. Details

We will prepare detail sheets showing the paving, water, sanitary sewer and storm sewer details for civil site construction. Where available, City details will be used or referenced.

8. Traffic Control Plan

We will prepare traffic control plans required for the proposed roadway widening.

9. Signing and Pavement Markings

Signing and pavement markings layout will be developed for the widening and the addition of the southbound left turn lane. The southbound approach on Calder Road will be restriped to reflect two southbound lanes and one north bound lane. The proposed signing and pavement markings will adhere to League City design standards and specifications.

10. Prepare estimated quantities and construction cost estimate for 30%, 90%, and final submittal.

The Consultant will provide the following Design Phase Deliverables to the City, City of Dickinson, and TxDOT:

1. 30% Design Submittal that includes one meeting after the submittal to go over review comments. Submittal will include one full size, one half size, and one pdf set.
2. 90% Design Submittal that addresses 30% submittal comments and provides a final design. Submittal will include one full size, one half size, and one pdf set.
3. Signed and sealed drawings that address the 90% submittal comments and TxDOT permit comments. Submittal package will consist of plans, project manual, and cost estimate. The final submittal will include one full size, one half size, and one pdf set.

### **III. Surveying**

1. Survey Control

Establish horizontal and vertical survey control along the project. A minimum of three (3) control points will be set outside of the proposed construction area so they will remain during the construction phase of the project. Survey control will be based on the City of League City control network or as specified by the City. Horizontal and vertical ties to existing TxDOT control along FM 517 will be obtained and a correlation factor will be provided.

Survey Control Sheet(s) and Survey Control Data Sheets will be prepared for inclusion in the construction plans.

2. Topographic and Existing ROW Survey

Baseline shall perform and provide the following:

- a. Obtain cross sections at approximate fifty (50) foot intervals perpendicular to the centerline of the roadways.
- b. Obtain elevations and locations of existing paving, improvements, natural ground, irregularities in the natural ground and other visible features including utilities, signs, driveways, roadway striping, fences, trees, and other visible improvements/features within the Project Limits.
- c. Utilities will be located and tied based on visual evidence and plans/maps obtained from the Texas 811 call. Subsurface Utility Engineering (SUE) Quality Level D will be an add optional service in needed due to an excessive number of utilities within the existing ROW (see Item C below). The flow line elevations, pipe sizes and types shall be obtained on storm sewer lines and sanitary sewer lines. The top and flow line elevations will be obtained on inlets, manholes, culverts, and drainage structures.
- d. Texas811 (One-call) system will be contacted to have utilities marked.
- e. Floodplain information based on FEMA FIRM maps will be noted and/or shown.
- f. Locate, tie, and identify the existing ROW lines of Calder Road and FM 517 within the Project Limits.
- g. Tracts of land adjacent to the Project will be shown and identified by deed or plat references.
- h. The ROW information will be shown on the Topographic Survey. A separate ROW map will not be created and provided as a part of this work.

The surveys shall be prepared in AutoCAD Civil3D Version 2019. All work will be performed substantially in accordance with City of League City Standards and requirements. Survey control sheets will be signed and sealed by a Texas Registered Professional Land Surveyor.

3. Add Optional Service – Quality Level D Subsurface Utilities Engineering (SUE)

Quality Level D SUE has been added as an add optional service base upon the initial Texas 811 call indicated that 13 utilities may exist within the existing ROW on Calder Road from FM 517 to 500 feet north of FM 517.

Public and private utility records research will be performed for the Project area. Utility information obtained from research and Texas 811 utility markings will be depicted within the topographical survey. This will involve the following:

- a. Research through the One-Call System, the Railroad Commission, the City and County to identify utility providers.
- b. Identify contact person for each Utility Provider.
- c. Create a list containing the name and contact information for each provider.
- d. Request Records and persist in the request until obtained.
- e. Review of obtained information to determine proper utility location or if additional records are required.

The use of information provided does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or "One-Call Notification Centers".

4. The following Survey Deliverables will be provided:
  - a. Signed and sealed Survey Control Sheets and Survey Control Data Sheets.
  - b. Topographic Design Survey (2d and 3d), including ROW information.
  - c. Civil 3D 2019 Version electronic files, ASCII Points file, and PDF files of the completed deliverables.
  - d. Utility Contact List.

Actual survey scope and fee is attached.

#### **IV. Bid Services**

1. Attend pre-bid conference, prepare responses to prospective bidder's questions, and prepare necessary addenda.
2. Assist in the tabulation and analysis of bids and furnish recommendation on the award of the construction contract.
3. Provide maximum 5 copies of Conformed Project Manual for contract execution between the City and the Contractor.

#### **V. Construction Services**

Construction services includes the following:

1. Preconstruction Meeting

Attend one preconstruction meeting and deliver a maximum of 5 conformed plans sets for the City and the Contractor.

2. RFIs

The Consultant shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested. The Consultant's response to such requests shall be made in writing in a reasonably timely manner as to not adversely affect the Owner's schedule. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3. Submittals

The Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval concerning any civil design related submittals. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Consultant's professional judgement to permit adequate review.

4. Visits to Site

Consultant will make two bi-weekly progress meeting site visits, one Substantial Completion site visit and preparation of Project Punch List, and one Final Completion site visit. Any additional visits to the site to attend construction meetings, observe construction, and/or punch lists will be billed hourly.

5. Record Drawings

Consultant will use redline drawings from the contractor to develop record drawings to be provided to the City.

**Professional Fees**

We propose to perform the above Scope of Basic Services for a lump sum fee of \$69,513.00 billable monthly based on the percentage of work completed for each phase of work. The following table identifies the lump sum fees by phase that will be used for invoicing. A complete level of effort is also attached.

**League City Calder Road Widening Project**  
Summary of Lump Sum Professional Fees

**A. Basic Services (Lump Sum):**

Design Phase	\$31,008.00*
Bid & Award Phase	\$ 4,488.00
Construction Admin Phase	<u>\$ 6,052.00</u>
Subtotal Basic Services	\$41,548.00

**B. Special Services:**

Baseline - Surveying (Cost plus 10%)	\$10,670.00*
Services to be completed within 45 days of NTP	
Reimbursable Expenses	<u>\$ 1,000.00</u>
Subtotal Special Services	\$11,670.00

**C. Additional Services as Needed:**

Baseline - Quality Level D SUE (Cost plus 10%)	<u>\$10,600.00</u>
Subtotal Special Services	\$10,600.00

**Total Basic Services, Special Services,  
And Additional Services** **\$63,818.00**

\*Time critical task totaling \$41,678.00, to be completed within 263 calendar days which includes 120 calendar days for obtaining TxDOT permit.

**Closure**

If additional services are required and authorized by City, they will be invoiced hourly per the attached rate schedule. Reimbursable expenses will be invoiced at cost plus 10%.

If there are any questions, please feel free to contact me at 832-779-5700 or by cell phone at 281-455-1914. Thank you for the opportunity and we look forward to working with you on this project.

Regards,



Linc Wright, PE  
Project Manager

**PRODUCTION MANHOOR LEVEL OF EFFORT - Design Phase**

Project: Calder Road Widening From FM 517 to 300' North of FM 517

Project #:

Date: 6/28/2021

Revised:

By: Linc Wright, PE - Project Manager



SHEET NO.	DESCRIPTION	Principal	Project Manager	Roadway Engineer	Drainage Engineer	Traffic Engineer	Project Engineer	Engineer -In-Training	Senior CADD Designer	CADD Designer	Administrative	TOTAL HOURS	COST / SHEET	COST
<b>Basic Services</b>														
	<b>Design Phase</b>													
	<b>GENERAL SHEETS</b>													\$ 4,760.00
1	Cover Sheet		1.0	1.0					2.0			4.0	\$ 850.00	\$ 850.00
2	Overall Pavement Layout		1.0	1.0					2.0			4.0	\$ 850.00	\$ 850.00
3	Typical Sections (Exist & Prop)		1.0	2.0	2.0				4.0			9.0	\$ 1,955.00	\$ 1,955.00
4	General Notes		1.0	2.0					2.0			5.0	\$ 1,105.00	\$ 1,105.00
	<b>ROAD &amp; STORM SEWER</b>													\$ 12,563.00
5	Hydraulic Computations				4.0			8.0				12.0	\$ 2,040.00	\$ 2,040.00
6	Plan & Profiles - Calder Road		2.0	15.0					40.0			57.0	\$ 10,523.00	\$ 10,523.00
	<b>TRAFFIC CONTROL PLAN</b>													\$ 4,488.00
7	General Construction Sequencing Layouts					2.0		8.0				10.0	\$ 1,496.00	\$ 1,496.00
8	Traffic Control Plans					4.0		16.0				20.0	\$ 2,992.00	\$ 2,992.00
	<b>SIGNING &amp; PAVEMENT MARKING PLANS</b>													\$ 2,040.00
9	Pavement Marking Layout - Calder Road					4.0		8.0				12.0	\$ 2,040.00	\$ 2,040.00
	<b>STORM WATER POLLUTION PREVENTIONS PLANS</b>													\$ 1,173.00
10	SWPPP			1.0			1.0	1.0	4.0			7.0	\$ 1,173.00	\$ 1,173.00
	<b>Sub-Total Design Plans</b>		6.0	22.0	6.0	10.0	1.0	41.0	54.0			140.0		\$ 25,024.00
	Kickoff Field Meeting		2.0	2.0	2.0							6.0		\$ 1,632.00
	Agency Coordination and Permitting		4.0	4.0	4.0							12.0		\$ 3,264.00
	Approvals		2.0	2.0								4.0		\$ 1,088.00
	<b>Sub-Total Meetings &amp; Coordination</b>		8.0	8.0	6.0							22.0		\$ 5,984.00
	<b>Bid &amp; Award Phase</b>													
	Advertise & Bid		2.0	4.0							7.0	13.0		\$ 2,312.00
	Pre-Bid Conf		2.0	2.0								4.0		\$ 1,088.00
	Bid Tab		2.0	2.0								4.0		\$ 1,088.00
	<b>Sub-Total Bid &amp; Award Phase</b>		6.0	8.0							7.0	21.0		\$ 4,488.00
	<b>Construction Admin Phase</b>													
	Site Visits (2-monthly site visits, Substantial Completion site visit, and Final Completion site visit)		8.0	4.0								12.0		\$ 3,332.00
	RFIs			4.0								4.0		\$ 1,020.00
	Record Drawings		2.0	2.0					4.0			8.0		\$ 1,700.00
	<b>Sub-Total Construction Admin Phase</b>		10.0	10.0					4.0			24.0		\$ 6,052.00
<b>Special Services</b>														
	Surveying (Cost plus 10%)													\$ 10,670.00
	Reimbursable Expenses													\$ 1,000.00
	<b>Sub-Total Construction Admin Phase</b>													\$ 11,670.00
<b>Additional Services as Needed</b>														
	Quality Level D SUE												\$ 10,600.00	\$ 10,600.00
	<b>Sub-Total Add Optional Services</b>													\$ 10,600.00
	<b>Total Hours</b>		24.0	40.0	12.0	10.0	1.0	41.0	58.0			186.0		
	Design Phase Cost	\$ -	\$ 6,936.00	\$ 10,200.00	\$ 3,264.00	\$ 2,720.00	\$ 187.00	\$ 4,879.00	\$ 8,874.00	\$ -	\$ -			\$ 41,548.00
	Special Services Cost													\$ 11,670.00
	Additional Services Cost													\$ 10,600.00
<b>TOTAL FEE</b>														\$ 63,818.00



May 14, 2021

Mr. Linc Wright, PE  
Gradient Group, LLC  
2107 CityWest Blvd, Ste 450  
Houston, TX 77042  
Ph. 832/779-5700

**Re: Proposal for Professional Services  
League City Project  
FM 517 at Calder Road, League City, Galveston County, Texas**

Dear Mr. Wright,

Baseline Corporation (Baseline) appreciates the opportunity to provide this proposal for professional surveying services to Gradient Group, LLC (Client) to perform the surveying associated with City of League City FM 517 at Calder Road project (Project). The surveying shall include 500 ft. along Calder Road from FM 517 to the north and 100 ft. along FM 517 east and west of Calder Road (Project Limits). Surveying shall extend from right of way (ROW) to ROW of each roadway. This proposal is based on information provided by the Client.

**Scope of Services**

We have divided our Scope of Services into three (3) categories as follows:

**1. Survey Control**

Baseline shall establish horizontal and vertical survey control along the Project. A minimum of three (3) control points will be set outside of the proposed construction area so they will remain during the construction phase of the project. Survey control will be based on the City of League City control network or as specified by the Client. Horizontal and vertical ties to existing Texas Department of Transportation (TxDOT) control along FM 517 will be obtained and a correlation factor will be provided.

Survey Control Sheet(s) and Survey Control Data Sheets will be prepared for inclusion in the construction plans.

**2. Topographic and Existing ROW Survey**

Baseline shall perform and provide the following:

- Obtain cross sections at approximate fifty (50) foot intervals perpendicular to the centerline of the roadways.
- Obtain elevations and locations of existing paving, improvements, natural ground, irregularities in the natural ground and other visible features including utilities, signs, driveways, roadway striping, fences, trees, and other visible improvements/features within the Project Limits.
- Utilities will be located and tied based on visual evidence and plans/maps obtained from Subsurface Utility Engineering (SUE) Quality Level D (see item 3 below). The flow line elevations, pipe sizes and types shall be obtained on storm sewer lines and sanitary sewer lines. The top and flow line elevations will be obtained on inlets, manholes, culverts, and drainage structures.

- Texas811 (One-call) system will be contacted to have utilities marked.
- Geotechnical borings will be tied if they exist and are visible at the time of the survey. The Client shall provide approximate locations and designations of each boring.
- Floodplain information based on FEMA FIRM maps will be noted and/or shown.
- Locate, tie, and identify the existing ROW lines of Calder Road and FM 517 within the Project Limits.
- Tracts of land adjacent to the Project will be shown and identified by deed or plat references.
- The ROW information will be shown on the Topographic Survey. A separate ROW map will not be created and provided as a part of this work.

The surveys shall be prepared in AutoCAD Civil3D Version 2019. All work will be performed substantially in accordance with City of League City Standards and requirements. Survey control sheets will be signed and sealed by a Texas Registered Professional Land Surveyor.

### **3. Quality Level D Subsurface Utilities Engineering (SUE)**

Public and private utility records research will be performed for the Project area. Utility information obtained from research and Texas 811 utility markings will be depicted within the topographical survey. This will involve the following:

- Research through the One-Call System, the Railroad Commission, the City and County to identify utility providers.
- Identify contact person for each Utility Provider.
- Create a list containing the name and contact information for each provider.
- Request Records and persist in the request until obtained.
- Review of obtained information to determine proper utility location or if additional records are required.

The use of information provided does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or "One-Call Notification Centers".

#### **Compensation:**

The Scope of Services above shall be completed for the following Lump Sum Fees:

1. Survey Control	\$ 1,800.00
2. Topographic and ROW Survey	\$ 7,900.00
3. <u>Quality Level D SUE</u>	<u>\$ 9,600.00</u>
Total	\$19,300.00

#### **Schedule:**

The Scope of Services above shall be completed within approximately thirty-five (35) days from the date of authorization (Notice to Proceed).

#### **Deliverables:**

Baseline shall provide the following:

- Signed and sealed Survey Control Sheets and Survey Control Data Sheets.
- Topographic Design Survey (2d and 3d), including ROW information.
- Civil 3D 2019 Version electronic files, ASCII Points file, and PDF files of the completed deliverables.
- Utility Contact List.

**Additional Services**

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Surveying outside the Project Limits referenced herein
2. Preparation of documents for parcels/easements
3. Construction phase surveying services
4. SUE Quality Level-B Services and surveying

**Client Provided Services**

1. Any surveys, deeds, as-built plans, or other documentation that may aid Baseline in completing the Scope of Services herein.

**Authorization:**

If this proposal meets with your approval, please provide written authorization. If you have any questions or concerns, please call or email.

Sincerely,

**Baseline Corporation**

Professional Surveyors



Steven E. Williams, RPLS

President

Texas Reg. No. 4819



Calder Dr at FM 517 Road Widening Project  
City of League City  
Proposed Project Schedule  
June 29, 2021

NTP to Final Signed and Sealed Drawings

Project kickoff meeting	7 Calendar Days
Gradient	
Gradient Team	
City of League City	
City of Dickinson	
TxDOT	
Survey	45 Calendar Days
30% Schematic Submittal	60 Calendar Days
City of League City review	14 Calendar Days
City of Dickinson review	14 Calendar Days
TxDOT review	28 Calendar Days
TxDOT Permit	120 Calendar Days
90% Design Submittal	21 Calendar Days
City of League City review	14 Calendar Days
City of Dickinson review	14 Calendar Days
TxDOT review	28 Calendar Days
Final Signed and Sealed Drawings	14 Calendar Days

## **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
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

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

- A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start
- 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