



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Oller Engineering, Inc** (the “Professional”), located at **3115 Allen Parkway, #300, Houston, TX 77019** 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 **Smith Lane Sidewalk (RE1901A)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **April 20, 2026** and shall expire on **October 31, 2027**. 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 **\$141,914** 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:** Liquidated damages **are** applicable to this transaction. 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:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

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

OLLER ENGINEERING, INC. - “Professional”

DocuSigned by:


Rich Oller, P.E.

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
(11) pages, including this page)

See Next Pages



EXHIBIT A

Smith Lane 5-Foot Sidewalk

Scope & Fees

General Overview:

The project consists of providing engineering and surveying services for the preparation of the bid package for Smith Lane 5-foot sidewalk on one side from Webster Street to Abilene Street, approximately 2,160'. Project will require acquisition of a number of sidewalk easement parcels. Sidewalk design will be ADA-compliant. Submittal for the ADA-compliant review and approval, registration of the project with TDLR, and post-construction inspection will be required.



SCOPE OF SERVICES

I. BASIC SERVICE:

- 1. Design Services** – The following basic design services will be provided to meet the requirements of the Project:
 - a. Obtain information on the existing private utilities (gas, electric, cable, pipelines, etc.) for the project areas.
 - b. Obtain available record drawings from the City and on existing utility lines that may be impacted by the project.
 - c. Coordinate surveying effort and authorize a topographic survey and mapping along the project's corridor to be able to provide an accurate mapping for the design. Enough elevation shots and cross-sections will be taken along the route and at intersections for the design. Boundary surveys will be performed for the purpose of defining existing ROW's and in anticipation of preparing parcel descriptions and exhibits for the acquisition of conceptual 10-foot sidewalk easements along Smith Lane.
 - d. Prepare site plans, cross sections, and details for design of sidewalk, including but not limited to tie-ins, ramps, retaining walls, driveways, utility adjustments, drainage provisions, crosswalks, etc.
 - e. Prepare plans and details for the necessary removal and replacement of any existing sidewalks, driveways, fences, landscaping, etc., for the project.
 - f. Coordinate with the City during the design phase.
 - g. Coordinate with private utility owners of utility lines that will be crossed during construction.
 - h. Assist the City when necessary to get permission to be on private property.
 - i. Prepare 30% pdf of preliminary engineering half-size plans and cost estimate and submit to City for review and comments. Document submittal should follow the requirements of Exhibit B of PSA. Meet with City staff and review 30% comments. Identify and discuss potential sidewalk easements which are needed.
 - j. Prepare a utility conflict list of data provided by the utility companies as part of the 30% submittal. More specifically, coordinate with Texas-New Mexico Power on work around or relocation of their facilities.
 - k. Proceed with the final engineering design (60%) based on input/direction from the City during the 30% design meeting and plan reviews.
 - l. Prepare and submit to the City pdf copy of half-size 60% plans, list of technical specifications, cost estimate, and other documents as required by Exhibit B of PSA for both packages.
 - m. Submit parcel descriptions and exhibits for proposed easements for City to undertake the acquisition process.
 - n. Prepare stormwater pollution prevention plans and details as needed for the project.
 - o. Submit 60% plan drawings to private utility companies for review and comments. Attend utility conflict meetings with all private utility companies to ensure effective relocation efforts are being made.
 - p. Incorporate comments from the City and the private utility companies into bid documents.



- q. Prepare and submit to City a pdf copy of half-size 90% plans, technical specifications and bid document (Project Manual), cost estimate, and other documents as required by Exhibit B of PSA.
- r. Incorporate comments into the final bid documents.
- s. Prepare an engineer's cost estimate for the project at the 30%, 60%, 90%, and 100% completion stages.□
- t. All submittals will be made in accordance with the Public Infrastructure Plan Review Checklist. A written response to comments letter will be submitted with each submittal.
- u. Attend design progress meetings.
- v. Coordinate and work with the City staff to receive final approvals and submit pdf of 100% bid-ready half-size plans, project manual, and cost estimate for the project.
- w. Register project with TDLR and submit plans to an ADA Specialist for review.

2. Bid Phase Services – The following bid phase services will be provided for the project:

- a. Assist the City in obtaining bids. The City of League City will advertise the project and will absorb all related advertising costs. OEI will coordinate with the City and will assist in developing the wording of the advertisement.
- b. Dispense construction documents via the CivCast USA online plan room (by Amttek USA) to prospective bidders. Also, contact contractors from OEI's list of contractors specializing in this type of construction.
- c. Conduct a pre-bid conference for potential bidders. Prepare meeting agenda and minutes summary.
- d. During the bidding phase for the project, provide information to, and answer questions from prospective bidders regarding the project.
- e. Prepare addenda to the contract as necessary for the project.
- f. Prepare bid tabulation for the project. Check the bids for mathematical errors and/or bid irregularities.
- g. Evaluate the bid results and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder for the project. Perform reference checks of the lowest bidder.
- h. Prepare an engineering letter of recommendation for the City Council award of the construction contract.
- i. Provide three (3) copies of conformed project manual (contract documents) for contract execution between the City and the Contractor.



3. Construction Administration Services – The following construction phase services will be provided for the project:

- a. Conduct a pre-construction conference for the project.
- b. Provide five (5) copies of half-size plans and manual and one (1) copy of full-size set of construction plans to the Engineering Department for construction purposes.
- c. Review and respond accordingly to submittals as required by the specifications. Provide a pdf copy of each approved submittal to the City.
- d. Review and respond to requests for information (RFI's) from the contractor.
- e. Prepare change orders as necessitated by field conditions.
- f. Review the contractor's pay estimates and make payment recommendations to the City based on input from City of League City's site representative.
- g. Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. The City will be providing an on-site representative to observe the progress of work during construction.
- h. OEI will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). OEI's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but OEI will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and based on on-site observations OEI shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- i. Conduct a Substantial Completion Walk-through with City Staff and Contractor and prepare a punch list.
- j. Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- k. OEI will provide to the City one set of plans, and a digital copy of the Record Drawings based on the red-line marked up as-built drawings provided by the Contractor.
- l. Coordinate with City for the ADA post-construction inspection.



II. SPECIAL SERVICES:

The following services as noted below will be provided for the project:

1. Topographical Survey and Mapping – Conduct topographical survey and mapping for the basic scope of work defined above including preparation of plans of existing utilities based on available information, utility company and pipeline company coordination, and field investigation.
2. Boundary survey and preparation of parcel descriptions and exhibits for the acquisition of sidewalk easements along Smith Lane. Proposal is based on maximum four (4) parcels. Additional parcels will be additional services.
3. Register project with TDLR and conduct an ADA compliant specialist review of the project. Provide post-construction inspection by the ADA compliant specialist for the project.
4. Miscellaneous Project Expenses – A budget not to exceed \$3,500.00 is proposed for the project's miscellaneous expenses such as reproductions, postage, deliveries, local mileage to project site and City. OEI will not exceed this budget without prior approval. All project travels are considered to be local.

III. ADDITIONAL SERVICES (If Requested By COLC Staff)

These services as noted below will be independently provided for both packages:

1. As-Needed Engineering Services:

OEI recommends a budget not to exceed \$5,000.00 for any additional design or construction phase services which the City may deem necessary. Scope and fee for these services will be authorized prior to any work performed.

2. As-Needed Surveying Services:

OEI recommends a budget not to exceed \$5,000.00 for additional surveying services including the preparation of additional property descriptions and exhibits for possible permanent or temporary construction easement(s). City will handle the acquisition process. Scope and fee for these services will be authorized prior to any work performed.



PROFESSIONAL SERVICES
FEES

A. Smith Lane 5-Foot Sidewalk Fees:

Basic Services:	Fee	
1. Design Plans & Specifications: Lump Sum	\$73,000.00	*
2. Bid Phase: Lump Sum	\$8,000.00	
3. Construction Administration: Lump Sum	\$17,450.00	
Subtotal Basic Services	\$98,450.00	

Special Services:	Fee	
1. Surveying (Topo & Mapping): Cost Plus 10%	\$15,752.00	*
2. Surveying (Boundary & Parcels): Cost Plus 10%	\$12,012.00	*
3. ADA Review & Inspection: Cost Plus 10%	\$2,200.00	
4. Misc. Project Expenses (NTE Budget) Cost + 10%	\$3,500.00	
Subtotal Special Services	\$33,464.00	

Additional As-Needed Design Services:	Fee	
1. As-Needed Engineering Services (NTE Budget)	\$5,000.00	
2. As-Needed Surveying Services (Cost+10%) (NTE Budget)	\$5,000.00	
Subtotal Additional As-Needed Services Budget	\$10,000.00	
Total, All Services for Smith Lane Sidewalk	\$141,914.00	

* Time-critical tasks totaling \$100,764.00 to be completed in 155 days, excluding City reviews and approvals.



PROJECT SCHEDULE

The following is a submittal schedule for the design milestones and an estimate for Bid/Award & Construction Phases for the project:

Preliminary Engineering Drawings & Surveying - 30% Design Milestone

- 60 days to complete from Notice to Proceed Date.

60% Design Milestone

- 45 Days to complete from receipt of 30% City review comments.

90% Design Milestone

- 30 Days to complete from receipt of 60% City review comments.

100% Design Milestone

- 20 Days to complete from receipt of 90% City review comments.

Bid & Award Phase

- Estimated 75 days

Construction Phase

- Estimated 90 days



RATE SCHEDULE

<u>Employee Classification</u>	<u>Billing Rate/ hr.</u>
Principal-in-Charge	\$325.00
Senior Project Manager	\$295.00
Project Manager	\$230.00
Project Engineer	\$185.00
CADD-GIS Design	\$160.00
Site Representative	\$125.00

Hourly billed services will be invoiced based on schedule of rates as shown above. Reimbursable Expenses and subconsultants will be invoiced at cost plus 10%.



LLC, PROFESSIONAL LAND SURVEYORS

Oller Engineering, Inc.
2811 S. Loop 289, Suite 17
Lubbock, TX 79423
Office: 806.993.6226
Attn: Rich Oller, P.E.
Date: Oct. 22, 2025
RE: City of League City Smith Lane Sidewalk Topo

Dear Mr. Oller

Introduction

Thank you for the opportunity to provide this proposal for surveying services for the above-mentioned project. Based on your email and supplied maps we have identified a scope of work and a lump sum fee for your project.

Project Overview

Prepare a topographic survey for use by Oller Engineering in the design of a sidewalk 2200 feet along the east side of Smith Rd.

Scope of Work

- Prepare a topographic survey of the route identified in the attached OEI survey request packet.
- Survey to be prepared per Oller Engineering topographic survey specifications as stated in the attached OEI survey request packet.
- Survey deliverable will be an autocad 2018 drawing file and a csv file of all survey points (P,N,E,Z,D)
- All coordinates to be based on Texas State Coordinate System NAD83 Texas South Central Zone.
- All elevations to be relative to the City of League City Benchmark Network based on NAVD 88 Geoid 18.
- Set a minimum of three onsite TBM's (temporary benchmarks) and submit a signed "Control Drawing" of the location and elevation.
- Prepare survey exhibits with metes and bounds description on four tracts for a 10' right of way widening. Survey exhibits to be on 8 x 11 1/2" sheets suitable as an Exhibit "A" attachment to the easement document for filing with the Galveston County Clerk's Office.

Schedule of Fees

City of League City Smith Rd Sidewalk Topo				
No.	Description	Units	Rate	Total
Prepare Right of Way Basemap				
1	Deed/Plat Research	16	\$90.00	\$1,440.00
2	Prepare Right of Way Basemap	12	\$140.00	\$1,680.00
3	Survey Unplatted tract and prepare M&Bs for ROW	4	\$1,950.00	\$7,800.00
Topographic Survey				
4	Smith St. east side	2,200	\$6.00	\$13,200.00
Project Control (Benchmarks) Drawing				
5	Prepare Control Drawing	8	\$140.00	\$1,120.00
			TOTAL	\$25,240.00

Page 1 of 2 Initials _____ Initials _____

2805 25th Ave. N
TEXAS CITY TX. 77590
TEL: 409-938-8700 FAX: 866-678-7685
info@ellisurvey.com
Texas Firm Reg. No. 100340-00



LLC, PROFESSIONAL LAND SURVEYORS

Standard Hourly Rates

Registered Professional Land Surveyor	\$ 250/hr.
Survey Field Crew Including Equipment	\$ 290/hr.
Cad Tech	\$ 140/hr.
Courthouse Research	\$ 95.00/hr.

Please sign and return one original copy of this letter to signify your approval and acceptance. We appreciate this opportunity to serve you.

Sincerely,

Ellis Surveying Services

Robert Ellis RPLS

Contract accepted this _____ (Day) of _____ 20__.

By: _____

Page 2 of 2 Initials _____ Initials _____

2805 25th Ave. N
TEXAS CITY TX. 77590
TEL: 409-938-8700 FAX: 866-678-7685
info@ellissurvey.com
Texas Firm Reg. No. 100340-00

Exhibit B

Applicable - See Next Pages

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