



RE: *EXHIBIT A - Professional Services Proposal*

The Sports Complex at Shadow Creek Park Little League Baseball Field Retrofit

Date: December 6, 2021

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this EXHIBIT A to the City of Pearland ("the City") for providing professional services for the above referenced project. Our project understanding, scope of services, and fee are below.

PROJECT UNDERSTANDING

It is our understanding that the City intends to enter into a professional services agreement with the Consultant for the design and construction phase services for The Sports Complex at Shadow Creek Park Little League Baseball Field improvements ("the Site"). Construction Documents will be prepared to retrofit 4 existing baseball fields to include artificial turf for the infield area only.

Kimley-Horn will rely upon Paragon Sports Constructors to supply shop drawings for the artificial turf, edge attachment/perimeter curb, drain profile, subgrade prep, and drainage layout within the limits of the infield, and provide artificial turf and related material specifications.

Based on our conversation with the City on December 17, 2018, the Site currently provides for all detention and floodplain mitigation needs and no further detention or floodplain mitigation will be required.

INFORMATION PROVIDED BY THE CITY

The City shall provide the following information requested by the Consultant at the beginning of the project:

- Copies of all plans and surveys previously prepared for the project area in both sealed PDF and CAD format;
- Geotechnical Report for the improvements;
- Current title commitment;
- City standard general notes and details;
- Contacts for all franchise utility companies;
- City standard general conditions and matters specific to City solicitation;
- Access to the Site;
- Executed copy of this agreement.

Kimley-Horn shall be entitled to rely on the completeness and accuracy of materials supplied by the City in the completion of these services.

SCOPE OF SERVICES

Upon approval of this proposal, Kimley-Horn will commence the following tasks:

Task 1 – Boundary and Topographic Survey

Through a sub-consultant, the Consultant will prepare a Partial Topographic Survey and Boundary Survey for the Site identified in the project understanding to include the following items.

- A. Topographic Survey will be performed on a 100' x-sections where available including visible grade breaks and changes in elevation. Topographic survey will show visible improvements, elevations, observable utilities located within the subject area.
- B. Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from Digtess, and available record drawings from the City of Pearland, Harris County, Fort Bend County, TXDOT, Applicable M.U.D., Centerpoint Energy, Reliant Energy, Southwestern Bell Telephone Company, and Client at the time of survey.
- C. Surveyor is responsible for showing only that information which is marked and available at the time of survey. Surveyor is not responsible for other utility lines or plans that may exist or discovered during future investigation or uncovered during ongoing construction phases.
- D. Surveyor will depict existing easements affecting the subject site only to the extent the easements are identified in the title report provided by the Client.
- E. It is the contractor's responsibility to contact Digtess or other utility location service, for location of underground utilities, prior to construction.
- F. Vertical Topographic information will be based on the nearest existing or FEMA published Benchmark, NAVD 1988, 2001 Adjusted.

Deliverable: One (1) electronic file of the survey in AutoCAD 2018 format will be submitted to the City for confirmation of the survey.

Task 2 – Construction Documents

Upon the completion of the Boundary and Topographic Survey (Task 1), the Consultant will develop the construction document package for the project. The development of the construction document package includes the following:

- A. Cover Sheet
- B. Index
- C. General Notes The Consultant will prepare general construction notes and specifications for the project in addition to the City's standard general notes (provided by the City).
- D. Plan Sheets The Construction Documents package will include the plan sheets for the limited scope of work described.
 - a. Existing Conditions / Removal Items / Erosion Control Plan
 - b. Grading Plan- will show proposed finished grade elevations of the artificial turf infields and how it relates to the existing elevations of the natural turf outfield.
 - c. Storm and Drainage Plan- will include drainage outfalls and connections to the existing storm system for each of the artificial turf infields. This will also include drainage calculations for the drainage layout provided by Paragon Sports Constructors. All details related to the drainage system and subgrade for the turf area will be provided

- by Paragon Sports Constructors. Kimley-Horn shall have no liability for the design of these elements of the project.
- d. Drainage Layout within infield – to be provided by Paragon Sports Constructors for information only.
 - E. Details The Consultant will include detail sheets showing elements included in the Plan Sheets, consisting of details, sections, and elevation views. Certain submittals, shop drawings, samples, cut sheets and mockups will be listed for approval. Details provided by Paragon Sports Constructors will be provided for information only.
 - F. Project Manual The Consultant will prepare technical specifications to be included in the project manual as part of this task and provide the bid form to the City to be included with the project manual. The City will provide the City's preferred front-end documents to the Consultant to be included in the project manual. Kimley-Horn will compile the technical specifications, and the City's front-end contract documents into the project manual for the project. The Consultant will provide the project manual as part of the 90% and 100% submittals to the City.
 - G. Opinion of Probable Construction Cost The Consultant will prepare an opinion of probable construction cost for the 90%, and 100% submittals. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.
 - H. Revise per City Comment The Consultant will revise the Construction Documents after the 90% submittal based on one round of reasonable comments. It is understood that minor revisions will be incorporated into 100% construction documents without additional review.

Meetings:

- A. One (1) kick-off meeting with the City and Paragon Sports Constructors to discuss project scope and schedule.
- B. One (1) meeting with the City and Paragon Sports Constructors to discuss review comments related to the 90% Plans.

Deliverables:

- A. Five 24"x36" copies of the 90% and 100% Submittal including Items A through E noted above. For 100%, one copy is intended for City use and one copy is a courtesy copy for the Contractor.
- B. An electronic (PDF) of the 90% and 100% Construction Plans.
- C. An electronic (PDF) of the 90% and 100% opinion of probable construction cost (Item G) for items described in Task 2.0.
- D. An electronic (PDF) of the 90%, and 100% Technical Specifications (Item F).

Task 3 Construction Phase Services (Hourly Not to Exceed)

The Consultant will provide up to forty (40) hours of professional construction phase services as specifically stated below:

- A. Pre-Construction Conference: Consultant will attend the Pre-Construction Conference prior to commencement of work at the Site as requested by the client.
- B. Visits to Site and Observation of Construction: Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- C. Recommendations with Respect to Defective work: Consultant will recommend to Client that Contractor's (Contractor to be selected by Client) work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- D. Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- E. Change Orders: Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Shop Drawings and Samples: Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- G. Final Notice of Acceptability of the work: Consultant will conduct a final site visit to determine if the completed work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice

that the work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

- H. Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- I. Record Drawings: Based upon contractor provided field notes, construction records, and as-built drawings, Kimley-Horn will prepare the required project record drawings for submittal to the City.
- J. Warranty Period Review: Kimley-Horn will provide 1 site observation that is coordinated with the end of the subject one year warranty period. As a follow-up to this site visit, a summary memorandum will be provided.

The City will provide the following items during the construction phase services:

- A. Pre-Construction Conference. The City will hold a Pre-Construction Conference prior to commencement of work at the Site. The City will coordinate the date, time, and location of the pre-construction conference with the Consultant and the Contractor.
- B. Inspections and Testing.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Such additional services shall include but are not limited to the following:

- A. Turf infield design and detailing
- B. Windstorm
- C. TDLR Application
- D. Additional meetings
- E. Additional survey and Subsurface Utility Engineering (SUE)
- F. Geotechnical investigation
- G. Public Involvement
- H. Off Site Improvements
- I. Water quality or detention/retention ponds Design
- J. Information Technology Services
- K. Materials Testing
- L. Construction Management and Inspection
- M. Archaeological or Environmental Permitting / Studies
- N. Required Remediation or Wetland Mitigation
- O. Submittal and Permitting Fees
- P. SWPPP Plan Manual / Submissions
- Q. Color renderings and graphics
- R. Revisions due to changes in regulations
- S. Revisions to Construction Documents after design approval other than clarifications

SCHEDULE

The Consultant will work to prepare a mutually agreed upon schedule with the City.

FEE AND EXPENSES

Kimley-Horn will perform the tasks noted below on a lump sum (LS) and hourly not to exceed (HR) basis. The services in this agreement will be billed as follows.

PROFESSIONAL SERVICES

Task 1 – Boundary and Topographic Surveying	\$ 12,500 (LS)
Task 2 – Construction Documents	\$ 13,900 (LS)
Task 3 – Construction Phase Services	\$ 6,400 (Hourly)
Subtotal Lump Sum	\$ 26,400 (LS)
Subtotal Estimated Hourly	\$ 6,400 (Hourly)
Total	\$ 32,800
<u>Estimated Reimbursable Expenses</u>	<u>\$ 800</u>
GRAND TOTAL	\$ 33,600

For all tasks, direct reimbursable expenses (such as delivery services, air travel, long distance mileage, in-house plot reproduction, and other direct expenses) will be billed at cost up to the amount indicated above. Sub fees will be invoiced at 1.10 times the expense. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth in this EXHIBIT A, our scope of services shall include and be subject to, and only to, the terms and conditions in the City of Pearland Contract for Professional Services. As used in the Contract for Professional Services, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the City” shall refer to the City of Pearland. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this EXHIBIT A.

Kimley-Horn and Associates, Inc.

Rate Schedule

(Hourly Rate)

Analyst	\$100 - \$120
Professional	\$125 - \$150
Senior Professional I	\$160 - \$200
Senior Professional II	\$205 - \$305
Senior Technical Support	\$145 - \$210
Support Staff	\$90 - \$130
Technical Support	\$90 - \$135

Effective through June 30, 2022

Subject to periodic adjustment thereafter