



PROFESSIONAL SERVICES AGREEMENT

(version 9-16-2019)

This AGREEMENT ("Agreement") is entered by and between **Lockwood, Andrews & Newnam, Inc. (LAN)** ("Professional"), located at **2925 Briarpark Drive, Houston, Texas 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 **Benson Bayou Detention Project, Phase 1**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **November 25, 2019** and shall expire on **February 24, 2020**. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$379,520.00** 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 claim; 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, excepting previously owned intellectual property of the Professional, 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 in conformance with the care and skill ordinarily exercised by similar members of the profession providing similar services, practicing under similar conditions at the same time and in the same or similar locality and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBPROFESSIONAL, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, discovery of hazardous materials, unforeseeable site conditions, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices

delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

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

26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

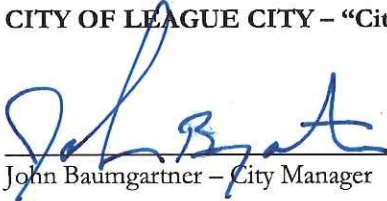
Executed on this 6th day of November, 2019. (date to be filled in by City Secretary)

LOCKWOOD, ANDREWS & NEWMAN, INC. (LAN) - "Professional"



Matt Manges, P.E. – Principal for Lockwood, Andrews & Newman, Inc.

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
(10 number of pages, including this page)

Scope of Services and fee schedule to the City of League City as noted on attached proposal



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

October 23, 2019

City of League City
500 W Walker St
League City, Texas 77573

Attention: Christopher Sims, PE

Re: Bensons Bayou Detention Basin Evaluation

Dear Mr. Sims,

Per your request, Lockwood, Andrews & Newnam, Inc. has prepared a general scope and fee schedule for the Bensons Bayou Detention Basin Evaluation. The effort described in Exhibit A will include the proposed scope of services to complete the analysis and 30% design plans. In general, the tasks include revised existing conditions development, drainage analysis, improvement concept development, reporting, permitting, and 30% conceptual drawings.

The goal of the Bensons Bayou Detention Basin Evaluation is to determine the volume of detention necessary within the watershed for flood risk reduction while accounting for Atlas 14 based rainfalls.

We propose to complete the project for a total of \$379,520.00. Exhibit B provides a detailed man hour estimate of the fees associated with the basic and additional services tasks. The project analysis and reporting, which are considered "Time Critical," will be completed within 90-days of the notice-to-proceed being issued. The remaining items will be delivered based on an agreed upon schedule following the initial 90-day window.

We are prepared to begin this task immediately and look forward to supporting the City of League City on this important project. Please feel free to contact me at 713-821-0366 or by email at mjmanges@lan-inc.com if you have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Manges'.

Matt Manges, P.E., CFM
Practice Leader, Stormwater

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Schedule

EXHIBIT A

Scope of Services

City of League City

Benson Bayou Detention Basin Analysis

The goal of the Benson Bayou Detention Analysis is to support the City in their efforts to provide critical detention improvements along advantageous open tracts of land. To accomplish this goal, requires an understanding of the limitations of the existing drainage systems that serve the area and the appropriate mitigation of potential impacts related to drainage improvements.

SCOPE OF SERVICES :

The scope of work shall consist of Basic Engineering Services and Additional Engineering Services. Basic Engineering Services are those with a defined effort to complete the services. Additional Engineering Services include direct expenses and sub consultants.

I. BASIC ENGINEERING SERVICES

A. General Project Management

1. General Project Management

General project management will be ongoing through the efforts and include items such as participation in the development of a Project Management Plan, developing and updating the project schedule, preparing contract correspondence, transmitting deliverables, documenting the quality control process, and other project oversight activities.

2. Working Meetings with City Staff

Working meetings with City staff shall be held to discuss study related issues, review the progress of the work effort, or to address issues which may arise. The Engineer shall prepare and deliver meeting minutes to the City within five (5) working days after each meeting. The total anticipated number of meetings is eight.

3. Quality Assurance/ Quality Control

Quality Assurance/Quality Control (QA/QC) Plan: data will be reviewed by the Engineer for consistency with City requirements and methodology.

B. Analysis – Existing Hydrologic and Hydraulic Analysis

For the purposes of the hydrologic and hydraulic modeling, existing conditions will utilize previously developed HEC-HMS and unsteady HEC-RAS. Models will be modified minimally but appropriately based on updated information. An existing high-level simulation for the study area will be updated that drapes a rainfall hyetograph directly on a 2D surface in InfoWorks ICM for the 2-, 10-, 100-year storm frequencies for the purpose of showing flood extents. Following the development of the high level InfoWorks ICM modeling, a dynamic HEC-RAS model will be developed to better understand the benefits of the proposed basin.

1. Hydraulic Model – Geometry Updates
A modeling node and conduit network will be developed and/or updated to represent culverts, cross culverts, and bridges found within the area for critical crossings. This will not include a full detailed subsurface collection network and will focus on large scale storm sewer network with significant impacts to the simulation results. The schematic will be based on available survey data, City GIS information, field visit data, and previously provided data. The network will be developed and documented using GIS.
2. Hydrologic Model – Updates and Development
Available hydrologic models will be updated to account for Atlas 14 based rainfall and changes in land use.
3. Hydraulic Analysis – Existing Conditions
In HEC-RAS, the existing model will be updated to represent the pre-project existing conditions (partial development of a previous Benson's Bayou Detention Pond). This model will be used to benchmark benefits, impacts of the project, and evaluation of the nearby low water crossing. This will include updates of the current HEC-RAS model to incorporate 2018 LiDAR, land use changes, and other recent modifications to the study area.

In ICM, the dynamic hydraulic models will be updated and analyzed for 2-, 10-, and 100-year storm frequencies. Model errors and warnings will be reviewed and addressed as necessary. Model stability will be evaluated, and instabilities reduced in order to provide a highly quality numeric representation of field conditions.

C. Analysis – Proposed Hydrologic and Hydraulic Analysis

1. Basin Concept Development
Develop two conceptual layouts of the proposed Benson's Bayou detention basin based on Galveston County Standards, City of League City Standards, coordination with underlying golf course land owner, and general best practices.
2. Hydraulic Analysis – Improvement Concept Evaluation
In HEC-RAS, improvement concepts for an additional basin along Benson Bayou will be developed to improve the functionality of the study area to meet City Criteria. Improvements will be primarily detention/retention ponds with additional conveyance features including storm sewer improvements, open channel ditch improvements, or a combination of improvements. The existing conditions HEC-RAS model will be used to derive basin inflows.

When the impact evaluation is concluded, the recommended design for the proposed basin along Benson Bayou will be included in an InfoWorks ICM proposed conditions model and evaluated for the 2-, 10-, and 100-year storm frequencies. This evaluation will build on the existing conditions model and will validate no impacts to nearby systems.

3. Impact Evaluation
Improvement concepts will be evaluated for potential impacts to downstream receiving channels and upstream contributing channels for 2-, 10-, and 100-year storm frequencies. The evaluation will include the analysis of pre-project and post-project conditions for flow discharge and water surface elevation at the model boundaries for Benson Bayou as well as critical locations along the improvement.

D. Reporting

1. Technical Report and Exhibits

The technical report will include a discussion of the work performed, general methodology, assumptions applied during the course of study, a discussion of the study goal, the reported drainage problems, a discussion of deviations from general methodology, a high level opinion of probable construction cost estimate, and a discussion of findings and recommendations. A draft report will be compiled to include text, exhibits, and appendices for the City's review. The final models, shapefiles, databases, and worksheets used will be included on a compact disc, DVD or FTP site. One (1) round of comments from the City will be used to revise and update draft memorandum and attached exhibits.

Model output and exhibits will be created after all modeling iterations have been completed and the technical memorandum has reached the draft phase.

2. Public Meeting

A brief PowerPoint presentation and exhibits will be prepared to summarize the results and outcome of the study.

II. ADDITIONAL ENGINEERING SERVICES

1. 30% Plans

The general objective for this phase of the work is to further develop the design and obtain City's approval before advancing to 60% design. The level of technical information for this phase will be for design review meetings, coordination and cost estimating purposes only and will not provide the additional specific level of information for construction documentation and bidding. This task will consist of documents and scope listed below:

- General Sheets
- Project Layout Sheet
- Overall Drainage Area Maps
- Proposed Basin Layout and Grading Sheets
- Proposed Basin Cross Sections
- Proposed Control Structure P&P
- Standard Details

There will be one public meeting and one City Council Meeting included as part of the 30% plans development,

2. Survey Data Collection

Survey data will be collected, as necessary to capture information necessary to supplement existing asset information. It is anticipated that this task would be to collect additional information to more precisely locate existing utilities and identify potential utility conflicts. Including subconsultant management and markup, this work

is budgeted with a placeholder amount of \$75,000. If and when survey needs have been identified, this will be individually scoped, priced, and authorized.

3. Geotechnical Engineering Related Services

Geotechnical data will be collected, as necessary to capture information necessary to supplement existing information. It is anticipated that this task would be to collect additional geotechnical information to more precisely evaluate water table, side slope stabilities, and general soil information. Including subconsultant management and markup, this work is budgeted with a placeholder amount of \$40,000. If and when survey needs have been identified, this will be individually scoped, priced, and authorized.

4. Land Documents

In the event that the City desires to acquire right-of-way within the proposed basin, metes and bounds preparation as necessary. There are 21 parcels within the proposed basin footprint. Based on the preliminary proposed basin footprints, it is anticipated that all 22 parcels will be required to construct the proposed basin(s). A budget of parcel has been established for a total of \$56,500. Including subconsultant markup, this work is budgeted with a placeholder amount of \$62,150. If and when metes and bounds needs have been identified, this will be individually scoped, priced, and authorized.

5. Environmental Permitting Evaluation

A conceptual level environmental permitting evaluation will be provided if required. A budgetary value of \$30,000 has been established for this effort. This includes a potential USACE Individual/Standard Permit for 0.51 acres and larger, potential TCEQ permitting, and any potential County permitting. If and when the City desires to evaluate permitting needs of the proposed basin, this work will be individually scoped, priced, and authorized.

6. Additional Public Meetings as necessary (three meetings)

Additional public meetings will be held as necessary.

III. SERVICES EXCLUDED FROM PROPOSED SERVICES

City of League City and LAN agree that the following services are beyond the Scope of Services described in the tasks above. However, LAN can provide these services, if needed, upon the City's written request. Any additional amounts paid to LAN as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Safe route analysis for first responders
- Detailed analysis of flooding extents for ponding width within streets
- Detailed Engineering Design and/or Construction Documents
- Preliminary and/or draft construction documents
- Detailed FEMA Zone A or Zone AE models and/or maps
- Construction management and inspection services
- Services related to easement delineation or acquisition
- Services related to SWPPP plans and details, erosion control plan, and traffic control plan.
- Water quality analysis or design

EXHIBIT B
Basic Services Fee Schedule
City of League City - Benson Bayou Detention Basin Analysis

| Task | Task Description | Principal | Team Leader | Project Manager | Senior Engineer | Graduate Engineer | Senior GIS | Admin | TOTAL HOURS | TOTAL LABOR COSTS |
|-----------------------------------|--|--------------|----------------|-----------------|-----------------|-------------------|------------|----------------|-------------|-------------------|
| | | | | | | | | | | |
| BASIC ENGINEERING SERVICES | | | | | | | | | | |
| A | General Project Management | | | | | | | | | |
| 1 | General project management | 1 | 4 | | | | | 4 | 9 | \$1,490 |
| 2 | Working Meetings with City Staff (8 meetings) | | 16 | 16 | | | | | 32 | \$5,560 |
| 3 | Quality assurance/quality control | | 8 | 10 | | | | | 18 | \$3,650 |
| | Task A Total | 1 | 28 | 26 | 0 | 0 | 0 | 4 | 59 | \$11,700 |
| B | Analysis - Existing Hydrologic & Hydraulic Analysis | | | | | | | | | |
| 1 | Hydraulic Model - Geometry Updates | | 1 | 2 | 4 | 30 | | | 37 | \$4,795 |
| 2 | Hydrologic Model - Updates and Development | | 1 | 8 | 24 | 40 | | | 73 | \$10,105 |
| 3 | Hydraulic analysis - Existing Conditions | | 1 | 2 | 12 | 40 | | | 55 | \$7,195 |
| | Task B Total | 0 | 3 | 12 | 40 | 110 | 0 | 0 | 165 | \$22,095 |
| C | Proposed - Existing Hydrologic & Hydraulic Analysis | | | | | | | | | |
| 1 | Basin Concept Development | | 2 | 16 | 32 | 40 | | | 90 | \$13,010 |
| 2 | Hydraulic analysis - Improvement Concept Evaluation | | 2 | 12 | 24 | 80 | | | 118 | \$15,870 |
| 3 | Impact Evaluation | | 2 | 6 | 12 | 24 | | | 44 | \$6,240 |
| | Task C Total | 0 | 6 | 34 | 68 | 144 | 0 | 0 | 252 | \$35,120 |
| D | Reporting | | | | | | | | | |
| 1 | Technical Report & Exhibits | | 3 | 24 | 36 | 40 | | 6 | 109 | \$15,795 |
| 1 | Public Meeting (one) | | 4 | 14 | 12 | 20 | | 6 | 56 | \$8,170 |
| | Task D Total | 0 | 7 | 38 | 48 | 60 | 0 | 12 | 165 | \$23,965 |
| | BASIC ENGINEERING TOTAL HOURS | 1 | 44 | 110 | 155 | 314 | 0 | 16 | 641 | |
| | Contract Labor Rate | \$270 | \$225 | \$185 | \$150 | \$120 | \$150 | \$80 | | |
| | BASIC ENGINEERING TOTAL COSTS | \$270 | \$9,900 | \$20,350 | \$23,400 | \$37,680 | \$0 | \$1,280 | | \$92,880 |

EXHIBIT B
Additional Services Fee Schedule
City of League City - Benson Bayou Detention Basin Analysis

| Task | Task Description | Principal | Team Leader | Project Manager | Senior Engineer | Graduate Engineer | Senior GIS | Admin | TOTAL HOURS | TOTAL LABOR COSTS |
|--|---|--------------|--------------|-----------------|-----------------|-------------------|------------|------------|-------------|-------------------|
| | | | | | | | | | | |
| II. ADDITIONAL ENGINEERING SERVICES | | | | | | | | | | |
| 1.0 | 30% Plans | | | | | | | | | |
| 1.1 | General Sheets | | 1 | 1 | 4 | 8 | | | 14 | \$1,970 |
| 1.2 | Project Layout Sheet (1 sheet) | | | 1 | 4 | 8 | | | 13 | \$1,745 |
| 1.3 | Overall Drainage Area Map (1 sheet) | | | 1 | 24 | 40 | | | 65 | \$8,585 |
| 1.4 | Proposed Basin Layout and Grading Sheets (4 Sheets) | 2 | 2 | 4 | 64 | 160 | | | 232 | \$30,530 |
| 1.5 | Proposed Basin Cross Sections (2 sheets) | | | | 24 | 40 | | | 64 | \$8,400 |
| 1.6 | Proposed Basin Control Structure (2 sheets) | | | | 30 | 60 | | | 90 | \$11,700 |
| 1.7 | Standard Details | | | | 4 | 8 | | | 12 | \$1,560 |
| | TASK 1.0 TOTAL HOURS | 2 | 3 | 7 | 154 | 324 | 0 | 0 | 490 | \$64,490 |
| | Contract Labor Rate | \$270 | \$225 | \$185 | \$150 | \$120 | \$150 | \$80 | | |
| | TASK 1.0 TOTAL COSTS | \$540 | \$675 | \$1,295 | \$23,100 | \$38,880 | \$0 | \$0 | | \$64,490 |
| 2.0 | Survey Budget | | | | | | | | | \$75,000 |
| 3.0 | Geotechnical Budget | | | | | | | | | \$40,000 |
| 4.0 | Land Documents | | | | | | | | | \$62,150 |
| 5.0 | Environmental Permitting Evaluation | | | | | | | | | \$30,000 |
| 6.0 | Additional Public Meetings (three meetings) | | | | | | | | | \$15,000 |
| | TASKS 2.0-6.0 TOTAL COSTS | | | | | | | | | \$222,150 |
| | ADDITIONAL ENGINEERING TOTAL COSTS | | | | | | | | | \$286,640 |

PSA Exhibit B

PHASE REQUIREMENTS

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

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

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

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

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

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

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

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

D. Resubmittals

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

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

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

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

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



PLANNING
ENGINEERING
PROGRAM MANAGEMENT

- UPS
 FEDEX
 DELIVERY SERVICE
 HAND DELIVER
 OVERNIGHT
 REGULAR MAIL
 PICK-UP
 OTHER _____

Est. 1935
AUSTIN, TX
CHICAGO, IL
CLEARWATER, FL
COLLEGE STATION, TX
DALLAS, TX
FLINT, MI
FORT WORTH, TX
HOUSTON, TX
HUNTINGTON BEACH, CA
LAS VEGAS, NV
LOS ANGELES, CA
MIAMI, FL
MILPITAS, CA
PHOENIX, AZ
SACRAMENTO, CA
SAN ANTONIO, TX
SAN MARCOS, TX
WACO, TX

| | | |
|---|--|---|
| To: Mr. Christopher Sims | | Date 10/29/19 |
| Company: City of League City | | Project Number |
| Address: 500 W. Walker Street League City, Texas 77573 | | Routing: |
| Project: Bensons Bayou Detention Evaluation | | |
| We Are Sending You: <input type="checkbox"/> Shop Drawings <input type="checkbox"/> Original Drawings <input type="checkbox"/> Prints <input type="checkbox"/> Specifications <input type="checkbox"/> Work Authorization <input type="checkbox"/> | | These Are Transmitted: <input checked="" type="checkbox"/> As Requested <input type="checkbox"/> For Your Use <input type="checkbox"/> For Review and Comment <input type="checkbox"/> For Your Signature <input type="checkbox"/> For Your Records <input type="checkbox"/> |
| <input type="checkbox"/> Reports <input type="checkbox"/> Submittal Data <input type="checkbox"/> Proposal <input type="checkbox"/> As Noted <input checked="" type="checkbox"/> Other <input type="checkbox"/> | | |

| Quantity | Description |
|----------|--|
| 1 | Professional Services Agreement - Executed |
| | |
| | |
| | |
| | |
| | |

Remarks

Mr. Sims,

Please find enclosed 1 original, executed Professional Services Agreement.

If you need anything further, please feel free to contact me at 713-266-6900 or at MJManges@lan-inc.com

Best Regards,

Matt Manges

| | |
|---------------------|------------------------------------|
| Distribution | Prepared By Jodie Chevez |
|---------------------|------------------------------------|

2925 BRIARPARK DRIVE
HOUSTON, TX 77042
TEL 713.266.6900
FAX 713.266.2089
www.lan-inc.com