

May 2, 2016

Mr. John Baumgartner  
Deputy City Manager  
City of League City  
300 W. Walker St.  
League City, TX 77573

**Re: Proposal for Professional Engineering Services  
Downtown Redevelopment Plan, League City, Texas**

Dear Mr. Baumgartner:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our revised proposal for professional services to the City of League City (City) for the Downtown Redevelopment Plan Project in League City, Texas (Project). It is our understanding that the City desires to implement improvements presented in the 2012 Livable Center Plan performed by Gateway Planning and updated in 2015. The project area is generally along Main Street (FM 518) from State Highway 3 to Iowa Avenue, Park Avenue from Wilkens to Main Street (FM 518), and the area north of Main Street including League Park. Our scope of work includes preparation of a conceptual plan/programming, design, preparation of construction documents, bidding, and construction phase services for improvements to Main Street (FM 518), Park Avenue east of Main Street, and improvements to League Park, including a Water Feature and drainage. Our proposal is based upon the following project understanding, scope of services, compensation and project schedule. Services herein will be performed in accordance with the terms and conditions in the City's standard contract.

## **SCOPE OF SERVICES:**

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### **1.0 Basic Services**

#### **1.1 Phase 1.**

- 1.1.1 Prepare Conceptual Plan and Conduct Public Outreach for the Downtown Redevelopment Plan items for Park Avenue, League Park (including the Water Feature), and Main Street.
  - 1.1.1.1 Develop a conceptual plan of the project utilizing information provided by the City and the Living Centers Plan.
  - 1.1.1.2 Assist the City in developing and conducting visioning and public outreach activities.
    - 1.1.1.2.1 Conduct up to two (2) visioning sessions with City staff, City Council, and key stakeholders to review current concepts and finalize streetscape elements.
    - 1.1.1.2.2 Prepare a summary of the visioning session.
    - 1.1.1.2.3 Assist the City in conducting Public Outreach activities and participate in two (2) Public Meetings to gather public input on the overall concept plan.
    - 1.1.1.2.4 Submit Conceptual Plan to City.
    - 1.1.1.2.5 Develop a schedule for each phase in line with the developed programming and input from the City.
- 1.1.2 Prepare Construction Documents for reconstruction of Park Avenue from Wilkins Avenue north to Main Street (FM 518), the Water Fountain at League Park with connecting sidewalks to Main Street, the Pedestrian Crossing at the

UPRR with crossing gates, and the Ornamental Metal Fence along both sides of the UPRR tracks.

1.1.2.1 Includes reconstruction of Park Avenue inclusive of concrete pavement, streetscape, sidewalks, drainage, illumination, and overhead utility relocations and water/wastewater improvements, if necessary. Water Fountain with connecting sidewalks to Main Street, pedestrian crossing at the UPRR with crossing gates, an ornamental metal fence on both sides of the UPRR tracks, and parking.

1.1.2.2 Conduct field investigations, topographic surveys, and geotechnical investigations pertaining to the above.

1.1.2.3 Coordinate with and prepare submittals for required permit applications for franchise utilities, TxDOT, the Union Pacific Railroad (UPRR) for the pedestrian crossing, and Texas-New Mexico Power (TNMP) for overhead cable relocations.

1.1.2.4 Prepare construction documents consisting of plans, specifications, and an opinion of probable construction cost.

1.1.3 Provide bidding and construction phase services for Phase 1 as described in Paragraph 2.0 below.

## 1.2 Phase 2.

1.2.1 Prepare Construction Documents for the Creek Bed Feature and Drainage Improvements.

1.2.1.1 Includes the “wet creek” feature from near Main Street to the western edge of League Park, drainage improvements from Main Street to Perkins Ditch, sidewalks, plantings, landscaping, and illumination.

1.2.1.2 Conduct field investigations, topographic surveys, a drainage impact analysis, and geotechnical investigations.

1.2.1.3 Coordinate with utilities, TxDOT, and UPRR.

1.2.1.4 Prepare construction documents consisting of plans, specifications, and an opinion of probable construction cost.

1.2.2 Provide bidding and construction phase services for Phase 2 as described in Paragraph 2.0 below.

## 1.3 Phase 3.

1.3.1 Prepare Construction Documents for League Park.

1.3.1.1 Includes relocation of uses, plantings, landscaping, irrigation, sidewalk, plaza pavers, signage, parking along 3<sup>rd</sup> Street, furniture, lighting, stage with trellis, and splash pad.

1.3.1.2 Conduct field investigations, topographic surveys, and geotechnical investigations.

1.3.1.3 Coordinate with utilities.

1.3.1.4 Prepare construction documents consisting of plans, specifications, and an opinion of probable construction cost.

1.3.2 Provide bidding and construction phase services for Phase 3 as described in Paragraph 2.0 below.

## 1.4 Phase 4.

1.4.1 Prepare Construction Documents for Main Street from Highway 3 to Iowa Avenue.

1.4.1.1 Investigate adding turn lanes, medians, and removal of the street from TxDOT’s system from Highway 3 to FM 270.

1.4.1.2 Includes potential mill and overlay of approximately 2,900 feet, restriping, brick pavers, streetscape improvements, sidewalks, pedestrian promenade pavers on Main Street, adjust/replace drainage inlets,

signalization at Park Avenue and Iowa Avenue, Gateway Feature, Railroad crossing improvements on Main Street, and Illumination. Overhead utility relocations and water/wastewater improvements will be accomplished by others, if necessary.

- 1.4.1.3 Conduct field investigations, topographic surveys, a drainage analysis impact, and geotechnical investigations.
- 1.4.1.4 Coordinate with and prepare submittals for required permit applications for franchise utilities, TxDOT, and UPRR.
- 1.4.1.5 Prepare construction documents consisting of plans, specifications, and an opinion of probable construction cost.
- 1.4.2 Provide bidding and construction phase services for Phase 4 as described in Paragraph 2.0 below.

## **2.0 Basic Services – Bidding & Construction Phase Services**

### **2.1 Bidding Phase Services**

- 2.1.1 Assist City in advertising for and obtaining bids for the Project using CivCast and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conference, and receive and process Contractor charges for the Bidding Documents.
- 2.1.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding documents.
- 2.1.3 Consult with City as to the acceptability of Contractor, subcontractors, suppliers and other individual and entities proposed for the Project.
- 2.1.4 Attend the Bid opening, prepare Bid tabulation sheets and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Project.

### **2.2 Construction Phase Services**

- 2.2.1 Review Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit. Huitt-Zollars's review is for the limited purpose of checking for general conformance with design concepts and the information shown in the Construction Documents. Huitt-Zollars's review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Huitt-Zollars's review shall be conducted with reasonable promptness while allowing sufficient time in Huitt-Zollars's judgment to permit adequate review. Review of a specific item shall not indicate that Huitt-Zollars has reviewed the entire assembly of which the item is a component. Huitt-Zollars shall not be responsible for any deviation from the Construction Documents not brought to the attention of Huitt-Zollars by the Contractor. Huitt-Zollars shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 2.2.2 Review and prepare responses to technical Requests for Information (RFIs) from the construction contractors.
- 2.2.3 Make periodic observations of the work in progress (as distinguished from providing a full-time Project Representative). Huitt-Zollars will endeavor to protect the City against defects and deficiencies in the work of Contractor, but Huitt-Zollars does not guarantee the performance of the Contractor nor assume responsibility for Contractor's construction means, methods, techniques, sequences, procedures, and safety precautions/programs in connection with the construction work. Huitt-Zollars shall not be responsible for the acts or omissions of the Contractor, or any subcontractor's agents or employees, or any other persons performing any of the work.
- 2.2.4 Provide consultation and advice to the City during construction. Huitt-Zollars shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance there under by both the City and Contractor.

Huitt-Zollars shall make decisions on all claims of the City or Contractor relating to the execution and progress of the work. In matters relating to artistic effect, Huitt-Zollars shall obtain City input before rendering a decision. Huitt-Zollars's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and input obtained from the City. Clarifications, interpretations and decisions of Huitt-Zollars shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, Huitt-Zollars shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

- 2.2.5 Participate in the Substantial Completion Inspection, prepare a list of items remaining to be completed or corrected by the Contractor, and provide the list to the City within one (1) working day after the date of the inspection.
- 2.2.6 Participate in the Final Inspection and prepare a punch list of outstanding deficiencies, if any, to be corrected by the Contractor. Provide the list to the Contractor and copy the City.
- 2.2.7 Prepare and submit the Record Drawings to the City. The Record Drawings shall show significant changes made in the work by the Contractor during the construction of the Project. Record Drawings shall be prepared on the original "Issued for Construction" drawings in the format specified by the City at the time of execution. Huitt-Zollars shall prepare the Record Documents based solely upon the annotated "as-built" drawings, addenda, revisions, change orders and other data furnished by the City and the Contractor which Huitt-Zollars feels is significant.

### **3.0 Additional Services:**

Because the effort required for some items of work varies considerably from project to project, and because certain items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on an hourly basis in accordance with the attached Rate Sheet. Such additional services may include:

- 3.1 Determination of the tidally-influenced boundary.
- 3.2 Measured drawings of existing conditions.
- 3.3 As-Built Surveys.
- 3.4 Providing a full-time Project Representative during construction to provide further consultation and advice to the Client.
- 3.5 Assistance to the Client as expert witness in any litigation, and special technical assistance to prepare for litigation.
- 3.6 Providing services made necessary by the default of the Construction Contractor, or by major defects of deficiencies in the Work of the Construction Contractor, or by failure of performance of Construction Contractor under the Contract for Construction.
- 3.7 Any other service not otherwise included in the Basic Services.

### **4.0 Client Provided Services:**

Client shall provide Huitt-Zollars with the following:

- 4.1 Access to Project Site, including rights-of-entry for any private property.
- 4.2 Right-of-Way (ROW) limits and Easements, if available.
- 4.3 Available GIS data on existing storm sewers.
- 4.4 Record Drawings, if available.
- 4.5 FM 518 Traffic Improvements Study, if available.
- 4.6 Locations of artesian wells, if known.

**COMPENSATION:**

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**1.0 Fee Budget**

Our estimated fee budget for the Basic Services is as follows. This amount shall not be exceeded without written authorization.

Phase 1	\$236,100.00 (Lump Sum)
Phase 2	\$118,100.00 (Lump Sum)
Phase 3	\$113,800.00 (Lump Sum)
Phase 4	\$427,400.00 (Lump Sum)
<b>Total</b>	<b>\$895,400.00 (Lump Sum)</b>

**2.0 Invoicing**

2.1 Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Hourly tasks shall be invoiced based upon actual time spent working on the assignment based on the attached hourly rate sheet to a maximum not to exceed amount authorized by the City.

**SCHEDULE:**

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An overall schedule for each phase of this project will be developed after the contract is awarded.

**AUTHORIZATION:**

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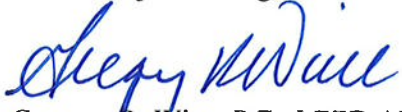
Should this proposal meet with your approval, please return a City contract for our execution. We will schedule the services as soon as we receive your written NTP. If you have any questions, please call.

Sincerely,

**HUITT-ZOLLARS, INC.**



Dewey H. Brunt III, P.E.  
Senior Project Manager



Gregory R. Wine, P.E., LEED AP  
Senior Vice President

Enclosure

# HUITT-ZOLLARS

## Houston West

### HOURLY RATE SHEET

#### Engineering/Architecture

Principal-In-Charge	\$ 225.00
QA Manager	\$ 180.00
Sr. Project Manager	\$ 180.00
Project Manager	\$ 170.00
Sr. Civil Engineer	\$ 175.00
Sr. Structural Engineer	\$ 175.00
Sr. Mechanical Engineer	\$ 175.00
Sr. Electrical Engineer	\$ 175.00
Civil Engineer	\$ 170.00
Structural Engineer	\$ 165.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 165.00
Plumbing Engineer	\$ 165.00
Engineer Intern	\$ 115.00
Sr. Architect	\$ 175.00
Architect	\$ 145.00
Architect Intern	\$ 115.00
Sr. Landscape Architect	\$ 140.00
Landscape Architect	\$ 90.00
Landscape Architect Intern	\$ 80.00
Sr. Planner	\$ 185.00
Planner	\$ 150.00
Planner Intern	\$ 110.00
Sr. Interior Designer	\$ 110.00
Interior Designer	\$ 95.00
Sr. Designer	\$ 125.00
Designer	\$ 115.00
Sr. CADD Technician	\$ 125.00
CADD Technician	\$ 90.00

#### Survey

Survey Manager	\$ 155.00
Sr. Project Surveyor	\$ 130.00
Project Surveyor	\$ 120.00
Surveyor Intern	\$ 115.00
Survey Technician	\$ 90.00

#### Survey Crews

1-Person Survey Crew	\$ 90.00
2-Person Survey Crew	\$ 135.00
3-Person Survey Crew	\$ 185.00

#### Construction

Construction Manager	\$ 175.00
Resident Engineer	\$ 160.00
Sr. Project Representative	\$ 120.00
Resident Project Representative	\$ 95.00

#### Administrative

Sr. Project Support	\$ 85.00
Project Support	\$ 70.00

#### Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate