AGREEMENT

STATE OF TEXAS \$

COUNTY OF GALVESTON \$

This agreement ("Agreement") entered by and between Dannenbaum Engineering Corporation, (hereinafter "Professional") and the City of League City, Texas (the "City"), a Texas home-rule city.

1. Scope of Services/Professional Fees/Reimbursable Costs

This Agreement authorizes the Professional to perform professional engineering services for the **Westside Water Well and Booster Pump Station Project (WT1707)** (Work") for and on behalf of the City. The following exhibits and appendix are attached to this Agreement and made a part hereof for all purposes.

Exhibit "A" - Professional's General Overview and Scope of Services

Exhibit "B" - Professional's Fee Summary

Exhibit "C" – Professional's Rate Schedule.

Exhibit "D" - Professional's Schedule

Exhibit "E" – Construction Cost Estimate

Professional shall not exceed the estimated cost or fees for any phase of the Work, including reimbursable costs, without written authorization from the City.

2. Professional's Personnel and Sub-Consultants

b. **Project Manager**

Professional shall designate Jack Carter, PE to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative. Professional certifies that the Project Manager identified in the preceding sentence is a licensed Professional Engineer in the State of Texas.

b. Licensed and Registered Engineers

Professional shall keep a full-time registered engineer licensed in the state of Texas on staff for the duration of its performance of the Work.

c. **Professional's Employees**

Prior to beginning the Work, Professional shall forward to the City, detailed resumes of the personnel to be assigned to the Work. Such personnel includes, but not be limited to, engineers.

b. Rejection of Professional's Employees

The City reserves the right to approve or reject from the Work any employees of the Professional.

e. **Professional's sub-consultants**

Copies of all proposed contracts with sub-consultants and/or subcontractors shall be given to the City before execution of such contracts.

3. <u>Designation and Duties of the City's Representative</u>

- a. The City's City Manager, or his designee, shall act as the City's Representative.
- b. This City's Representative shall use his best efforts to provide non-confidential City records for Professional's usage on the Work and to provide access to City's property and easements.

4. Standards of Performance

a. The Professional shall perform all services under this Agreement in accordance with the generally accepted engineering practice per specialized discipline.

b. Codes and Standards

- (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
- (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.
- (3) All materials furnished on any City project shall be in accordance with ASTM specifications, or with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.

- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by City, State or Federal government or in general custom and usage by the profession.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or the Professional if superior designs or materials are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. The Professional shall state the alternative codes and regulations used.
- (6) Professional agrees the services it provides as an experienced and qualified professional engineer will reflect the professional standards, procedures and performances common in the industry for this project. Professional further agrees that the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract, will be pursuant to the standard of performance common in the profession.
- (7) Professional shall promptly correct any defective designs or specifications caused by Professional at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Professional's services hereunder or of the Work itself shall in no way alter Professional's obligations or the City's rights under this Agreement.

5. Notice to Proceed

Professional shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

6. <u>Insurance</u>

a. Professional shall procure and maintain insurance in the amounts listed below for protection from claims under workers' compensation, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property including lose of use resulting therefrom.

Coverage

Limit of Liability

Workers' Compensation

Statutory for Worker's Compensation

Employer's Liability

Bodily Injury by Accident: \$500,000 (Each Accident)

Bodily Injury by Disease: \$500,000 (Policy Limit) \$500,000 (Each Employee)

Commercial General: (Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations) Bodily Injury and Property Damage, Combined: Limits of \$500,000 each Occurrence and \$1,000,000 aggregate (defense costs excluded from face amount of policy)

- b. Professional shall maintain professional liability (errors and omissions/malpractice) insurance in the amount of \$1,000,000. Professional shall provide a copy of its Certificate of Insurance to the City within ten days of contract execution or this contract shall be null and void. A deductible is acceptable for professional liability insurance and the deductible limits shall not exceed \$200,000.
- c. Professional shall give the City thirty days' written notice prior to any change or cancellation of these insurance policies.

7. <u>Indemnification</u>

Professional agrees to DEFEND, INDEMNIFY and HOLD HARMLESS the City, its employees, agents, officers and assigns from any and all suits, actions, claims, causes of action, damages and losses, including, without limitation, reasonable attorneys' fees and expenses, brought for or on account of any injuries or damages, real or asserted, received or sustained by any person or property, on account of any negligence or gross negligence, or any negligent act or omission of Professional, its contractors, subcontractors, sub-consultants, agents or employees arising directly or indirectly or in any way connected with the work performed by Professional under this Agreement.

8. <u>Ethics Acknowledgement</u>

Any vendor or contractor entering into this contract or agreement with the City of League City, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of League City for a period of three years.

9. Termination of Professional

The City retains the right to terminate this Agreement "at will" and to pay only for the professional services and sub-consultant's and subcontractor's costs that were provided for and/or committed to and to that the City approved of prior to the date of termination. All engineering drawings, specifications and files shall be given to the City at the time of termination. Professional shall not be responsible for the City's misuse of completed drawings, specifications and files; nor shall Professional be responsible for any work by others used to complete partial documents.

10. Records

At the City's request, the City will be entitled to review and receive a copy of all documents that indicate work on the project that is the subject of this Agreement.

11. Supervision of Professional

Professional shall be subject to the direction and supervision of the City's Representative. However, it is agreed and stipulated that Professional is an independent contractor and that the City neither reserves not possesses any right to control the details of the Work performed by Professional under the terms of this Agreement.

12. <u>Billings</u>

The City shall have thirty (30) days to pay Professional's bills from the date of receipt of such bills. All bills must identify with specificity the work or services performed and the date(s) of such work or services.

13. Reputation in the Community

Professional shall retain a high reputation in the community for providing professional engineering services. Professional shall forward a copy of any current petition or complaint in any court of law against Professional which (a) asserts a claim for \$50,000 or more for errors or omissions in providing engineering services and/or (b) seeks to deny the Professional the right to practice engineering services or to perform any other services in the state of Texas.

14. Payroll and Basic Records

a. Professional shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

b. Professional shall make the records required to be maintained under the preceding subsection (a) of this section available to the City for inspection, copying or transcription or its authorized representatives. Professional shall permit such representatives to interview Professional's employees during working hours on the job.

15. <u>Default of Professional</u>

- a. If Professional refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Agreement (including any extension) or fails to complete the work within that time period, the City may, by written notice to Professional, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In such an event, the City reserves the right to take over the work and complete it by contract or otherwise, and may take possession of and use any records necessary for completing the work. Professional shall be liable for any damage to the City resulting from Professional's refusal or failure to complete the work within the specified time, whether or not Professional's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing Professional's work.
- b. Professional shall not be charged with damages under the preceding subsection if:
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the professional. Examples of ouch causes include (I) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor or Professional in the performance of a contract with the Government, and/or extended review or approvals by government agencies out of the-control of the Professional, (iv) acts of fire, (v) floods, (vi) epidemics, (vii) quarantine restrictions (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of the professional; and
 - (2) Professional, within ten days from the beginning of any delay (unless extended by the City's Representative), notifies the City's Representative in writing of the causes of delay. The City's Representative shall ascertain the facts and the extent of delay. If, in the judgment of the City's Representative, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the City's Representative shall be final and conclusive on the parties, but subject to appeal to the City's City Council.
- c. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Galveston County, Texas.

17. <u>Notices</u>

Notices required under this Agreement shall be mailed to the addresses designated below or such other addresses as the either of the parties may designate in writing from time to time, and unless otherwise indicated in this Agreement, shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

For the City:

City of League City, Texas 300 West Walker Street League City, Texas 77573 Attention: John Baumgartner

For the Professional: Dannenbaum Engineering Corporation 3100 Alabama Houston, Texas 77098 Attention: Jack Carter, P.E.

18. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

19. <u>Complete Agreement</u>

This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Professional accept and agree to these terms.

20. <u>Prohibition on Boycotting Israel</u>

Pursuant to Section 2270.002, 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.

21. Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations

Professional warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

FOR THE CITY OF LEAGUE	CITY:	
SIGNED ON THE	day of _	, 2017.
		John Baumgartner City Manager
ATTEST:		
Diana M. Stapp City Secretary		
APPROVED AS TO FORM:		
Nghiem V. Doan City Attorney		
		DANNENBAUM ENGINEERING CORPORATION
		Name: Title:
ATTEST:		

DANNENBAUM ENGINEERING CORPORATION

ENGINEERING EXCELLENCE SINCE 1945

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

EXHIBIT A

August 10, 2017

Mr. John Baumgarter, P.E. City of League City — City Manager 300 West Walker St. League City, TX 77573

RE: Engineering Services Proposal – Westside Water Well and Booster Pump Station – Bay Colony

Dear Mr. Morrison:

Thank you for the opportunity to submit the following proposal for engineering services for the above mentioned project. I have read the Standard Form of Agreement used by the City of League City and Dannenbaum Engineering will qualify to the stated requirements. Our current Professional Insurance Limits are \$2,000,000/\$4,000,000; with a \$200,000 deductible. Dannenbaum Engineering will provide all desired and required information that the City requires for the prosecution of this contract. The scope of this project entails the Preliminary Design Phase, Final Design Phase, Bidding Phase, Construction Phase, and Subconsultant Services.

As we have discussed in our recent meeting, Dannenbaum Engineering will provide Design Engineering Services for the Westside Water Well and Booster Pump Station – Bay Colony project. At this time we are proposing the following:

- 1) Dannenbaum will assist the City of League City with obtaining the desired tract of land for the water well site from Galveston County MUD 14.
- Dannenbaum will design the site surface drainage and the ground storage tank drain system. All surface drainage will be routed to Calder Road. Water from tank draining will be piped to the storm sewer system on Calder Road.
- 3) A 1,500 GPM water well, including piping and any other well requirements, to be completed in two (2) phases. The first phase consists of drilling, logging, and sampling the test hole. The second phase includes drilling and development of the water well. The second phase will only be authorized with favorable results from the first phase.
- 4) One (1) 0.5 MG welded steel, painted ground storage tank with connections to a 1.5 MG welded steel painted ground storage tank (future). Ground storage tank bid alternates will be considered if the City desires. No hydropneumatic tanks have been requested at this time.

- 5) Booster Pump Building with four (4) 500 GPM booster pumps. Piping design for 4-1000 GPM pumps (for future expansion), as well as associated piping, pumps, valves, controls and any other necessary appurtenances for a complete and operational system will be provided.
- 6) New SCADA system compatible with the City's standards and a permanent diesel generator to accommodate all electrical loads.
- Proposed chemical feed system including the means to off-load, store, pump, and monitor chloramines.
- 8) Dannenbaum will assist League City in coordinating the tie-in to the 39-inch and 24-inch water lines located along Calder Road.
- 9) A reinforced concrete entrance drive will be installed. Plant paving will also include access to and around the various facilities on the plant site. Parking and turn-a-round capabilities will be included.
- 10) A 6-foot chain link fence with 3-strand barb wire will enclose the site. A remote controlled entrance gate will be provided.
- 11) Dannenbaum will attend and present at public meetings as necessary to communicate specifics of the proposed project.

SCOPE OF SERVICES:

A. Basic Services

a. Preliminary Design Phase Services

Dannenbaum will provide preliminary design phase services which will consist of the following:

- 1) Conduct a kickoff meeting with the City of League City. Perform a visual initial inspection of the site and access all potential right-of-way and utility conflicts, if any. We will also issue a Notice To Proceed (NTP) for our geotechnical and survey sub-consultants. No environmental work is proposed as part of this project.
- 2) Obtain pavement reconstruction drawings for Calder Road Improvements and Calder Road gravity sewer line and incorporate all updated utility and roadway widening information into the design plans. The City will provide their current Water Master Plan.
- 3) Prepare a 30% submittal. A preliminary engineering report (PER) and proposed site layout will be included. Once the City of League City has reviewed the PER a final PER will be delivered.

4) Progress meetings with the City will be held as needed. We will also be available to present design information at public meetings as well.

b. Final Design Phase Services

Dannenbaum will provide final design phase services which will consist of the following:

- 1) The plans and specifications will be in accordance with the Design Criteria for the City of League City. In the absence of a defined City standard, we will use TCEQ regulations.
- 2) Prepare a 60%, 90%, and 100% submittal. An informal review meeting will take place for the 60% submittal. All plans will be reviewed and red-lined. These revisions will be incorporated into the next review set. 90% submittal will consist of the plans, specifications, and a project cost estimate. The 90% submittal will be the formal City review process. All City comments will be incorporated into the 100% submittal.
- 3) The City will supply their standard front-end contract documents and standard technical specifications.
- 4) Prepare Storm Water Pollution Prevention Plan and Storm Water Quality Plan drawings and details.
- 5) Coordinate with municipal and regulatory agencies required for approval as well as submit necessary drawings to private utility companies for their review.
- 6) Progress meetings with the City will be held upon request.

c. Bidding Phase Services

Westside Water Well and Booster Pump Station – Bay Colony will require a public bid for the construction of any and all improvements. Dannenbaum will provide the following services:

- 1) Provide 20 hard copy final sets of the bid documents and a construction cost estimate. Sets can also be provided on a CD, if requested.
- 2) Answer contractor's questions and issue addendums as required.
- 3) Conduct the pre-bid conference and bid opening. We will also review bids, prepare the bid tabulation, and recommend the contract award. The bidding phase will be complete once the contract is awarded.

4) If requested by the City, assist City staff in responding to inquiries from Council or outside agencies.

d. Construction Administration Services

Dannenbaum will provide construction administration services to include the following:

- 1) Attend pre-construction meeting.
- 2) Review construction submittals, shop drawings, pay estimates and prepare any change orders.
- 3) Two (2) site visits per month. It is understood that the City of League City will provide full time construction phase services. We can provide construction phase services if the City requests as an additional service.
- 4) Coordinate any required laboratory testing provided by others, if needed.
- 5) Provide formal written decisions on all claims of the Contractor related to the interpretation of the Contract Documents.
- 6) Coordinate the final walk –thru inspection(s) with the contractor and City officials and prepare a punch list of any items.
- 7) Issue an Engineer's Certificate of Completion and prepare as-built drawings. We will provide one set of printed as-built drawings as well as an electronic version to the City.

B. Subconsultant Services

Dannenbaum will provide the following subcontractor services:

1) Surveying

The existing site boundaries shall be located and tied. A topographical survey of the site shall also be provided. Abstracting shall be performed to obtain easements affecting the tract. A metes and bounds description shall be provided for the acquired site.

2) Geotechnical

The geotechnical engineer shall provide geotechnical services for the project including recommendations for ground storage tank and booster pump building foundations.

3) Environmental

No environmental work is proposed for this project at this time.

4) Well Design

LBG – Guyton Associates to provide groundwater consulting services.

C. Exclusions

United States Army Corps of Engineers (USACE) permits and coordination, drainage mitigation, and any item(s) specifically not listed in the scope of work is excluded from this proposal.

Exhibits B-E are attached to this letter for your review. If you have any questions, or require additional information, please do not hesitate to call me at (713) 527-6462.

Respectfully Submitted,

Jack Carter, P.E.

Division Manager

Exhibit B Professional Engineer's Fees

TOTAL FEES	\$ 264,873.10
Additional Field Engineering Services and As-Built drawing preparation during construction, if requested	\$ 20,000.00
Well Design Consultant	\$ 5,000.00
Geotechnical	\$ 15,000.00
Survey	\$ 5,000.00
Electrial Engineer's Design Fee and Construction Phase Services	\$ 35,000.00
Design, assistance with bidding, shop drawings review and assistance during construction. Fee based on estimated Cost Projection of \$2,759,300 @ 6.7%	\$ 184,873.10

EXHIBIT C

Professional Rate Schedule DANNENBAUM ENGINEERING CORPORATION SCHEDULE OF HOURLY SALARY COST (INCLUDES MARKUP)

MAY, 2017

RANGE OF CLASSIFICATION		SALARY COST PER HOUR		
Clerks, Printers, etc.	30.00	_	100.00	
Secretaries	40.00	-	130.00	
Program Control Coordinator	80.00		115.00	
Executive Secretary, Administrative Asst., Proposal Asst.	110.00	_	195.00	
CAD Manager	210.00	_	245.00	
System Analyst, Computer Operators	110.00	_	165.00	
Computer Technicians I, Draftsmen I	45.00	_	85.00	
Computer Technicians II & III, Draftsmen II & III	45.00		130.00	
Designers, Grade I & II	45.00	- *	130.00	
Designers, Grade III	95.00	-	165.00	
4 Man Survey Crew	160.00	-	245.00	
3 Man Survey Crew	130.00	-	195.00	
2 Man Survey Crew	80.00	-	150.00	
Party Chief	45.00	-	100.00	
Instrument Technicians	30.00	-	50.00	
Rodmen, Chainmen	30.00	-	50.00	
Project Survey Technician	65.00	-	85.00	
Survey Coordinator, Project Surveyor	110.00	-	180.00	
Director of Survey, Registered Surveyor, Chief of Surveying	195.00	-	230.00	
Environmental Specialist	160.00	-	195.00	
GIS	130.00	-	165.00	
GIS Manager	210.00	-	260.00	
Real Estate Researcher	130.00	-	165.00	
Right-of-Way Specialist	175.00	2=	280.00	
Inspectors, Project Representatives	95.00	-	230.00	
Project Scheduler	110.00	-	150.00	
Construction Superintendent	130.00	-	165.00	
Project Manager	225.00	-	280.00	
Program Manager	275.00	-	310.00	
Engineers - Intern	35.00	-	65.00	
Engineers I & II, Engineering Assistant	65.00	-	130.00	
Engineers III, Engineering Associate	80.00	-	165.00	
Engineers IV	95.00	-	215.00	
Engineers V, Project Manager	145.00	-	295.00	
Engineers VI, Project Director	210.00	-	345.00	
Engineers VII, Senior Division Manager	290.00	-	410.00	
Engineers VIII, Director, Principal, President	340.00	-	410.00	

GPS RTK:

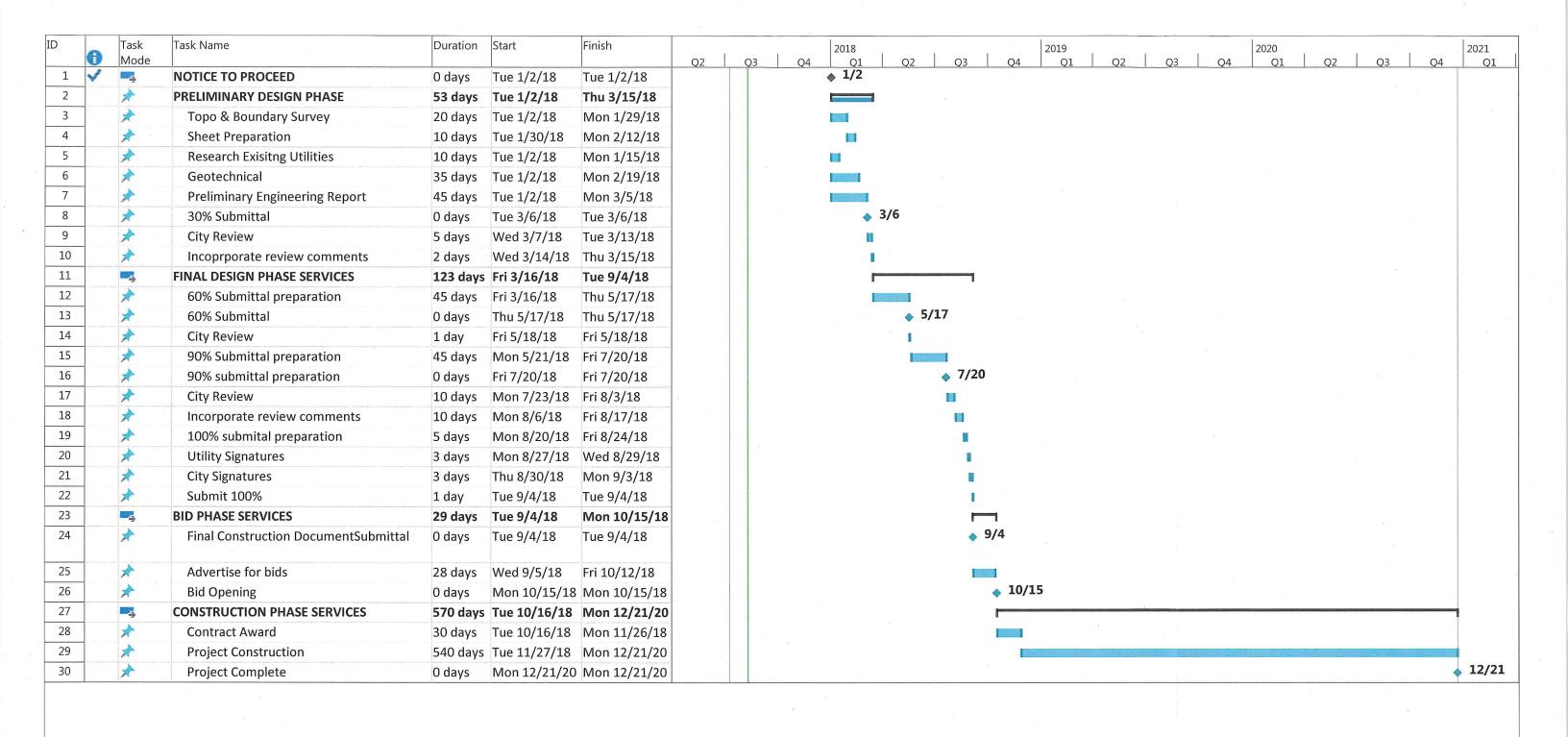
\$350 per Day (Survey)

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox		\$ 0.05 per Copy (8 1/2" x 11")
Xerox Prints		\$ 1.00 per Square Foot
Bluelines		\$ 0.20 per Square Foot
Sepias		\$ 1.50 per Square Foot
Mylars	is .	\$ 3.75 per Square Foot
Vellum		\$ 2.30 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

Certified:	2.3.2	



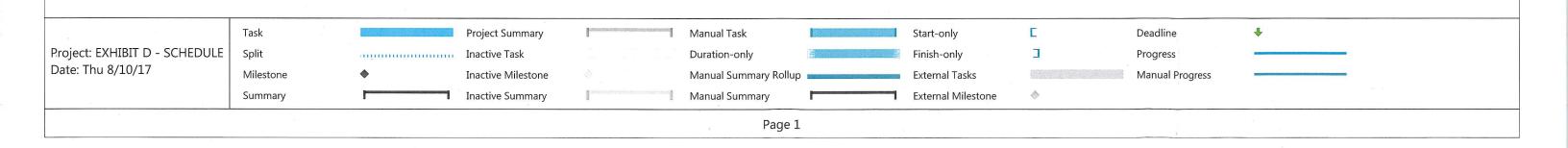


EXHIBIT E Construction Cost Projection

LEAGUE CITY - WESTSIDE WATER WELL AND BOOSTER PUMP STATION

Item Description		Total Price
1500 GPM Well and Sound Wall	\$	1,250,000
Pump Building with 4-500gpm pumps and chloramines	\$	400,000
· .		
Yard Piping including connection to GCWA 39"	*	
waterline with metering station and meter and future		
1,500,000 ground stroage tank	\$	350,000
	* 1	
Electrical and Contorls	\$	360,000
500,000 gallon Ground Storage Tank	\$	F10 000
500,000 gailoff dround Storage Talik	Ş	510,000
Generator	\$	200,000
	Ψ	200,000
Site Work / Clearing	\$	15,000
Site Perimeter Fence	. \$	19,050
Entrance Road	\$	8,250
Site Resotration	\$	4,000
CAMPAR / CAMONAR		2.000
SWPPP / SWQMP	\$	3,000
TOTAL COST	\$	3,119,300
TO THE COOT	Ş	3,113,300

