

This AGREEMENT ("Agreement") is entered by and between **Huitt-Zollars, Inc.** ("Contractor"), located at **10350 Richmond Ave., Suite 300 Houston, TX 77042-4248** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

- 1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **professional services**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
- 2. Term and Termination: This Agreement shall begin on January 3, 2019 and shall terminate on August 30, 2020. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for NA renewal option(s) with a term of NA year.
- 3. Compensation: Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed \$60,400.00 during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
- 4. **Insurance:** The Contractor **is** required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. 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. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

- 5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
- 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 for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League 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, the 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 the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor'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 the City's purposes.
- 7. Confidentiality: During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the 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 Contractor without the prior written approval of the City.
- 8. Warranties and Representations: Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
- 9. Licenses/Certifications: Contractor 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 Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; 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 Contractor.
- 10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

- 11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
- 12. INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, 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 CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR 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.
- 13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
- 15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor 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.
- 16. **State Auditor:** Contractor 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, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
- 18. **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 the City and the Contractor to attempt to resolve any claim for breach of contract made

by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) 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 Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

- 19. **Entire Agreement:** This Agreement contains the entire Agreement 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.
- 20. **Eligibility to Receive Payment:** Contractor 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.
- 21. Payment of Debt/Delinquency to State: Contractor 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. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
- 22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor 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.
- 23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor'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, such loss or damage will be Contractor's responsibility.
- 24. **Publicity:** Contractor 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.
- 25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract 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 contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
- 26. **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"), and 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.
- 27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

- 28. **Authority:** Contractor warrants and represents that Contractor 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 the City represents that he/she has authority to sign this Agreement on behalf of City.
- 29. **Non-Waiver:** 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.
- 30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- 31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor 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.

Executed on this day of,	(date to be filled in by City Secretary)
HUIT-ZOLLARS, INC "Contractor"	
Daniel R. Menendez, P.E., PWLF	
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

(9 number of pages, including this page)

See Next Page

HUITT-ZOLIARS

HUITT-ZOLLARS, INC. 1 10350 Richmond Ave. 1 Suite 300 1 Houston, TX 77042-4248 1 281.496.0066 phone 1 281.496.0220 fax 1 huitt-zollars.com

November 16, 2018

Mr. Alfred C. Turner, CPCM, PMP, CSSBB Purchasing Manager City of League City Engineering Department 1535 Dickinson Avenue League City, TX 77573

Reference: City of League City – RFQ No. 18-026A

Nature Center Shoreline Restoration Project

Subject: Price Proposal for Professional Services

Dear Mr. Turner:

Thank you for your letter informing us that the City has selected Huitt-Zollars, Inc. (Huitt-Zollars) as the most highly qualified professional service provider for the Nature Center Shoreline Restoration Project. We appreciate the opportunity to provide our price proposal for professional services to the City of League City (City) for topographic survey, environmental investigation and permitting, preparation of plans and specifications, bidding, and construction phase services for the Nature Center Shoreline Restoration Project as described in RFQ No. 18-026A located at 1220 Egret Bay Blvd. North in League City, Galveston County, Texas (Project). 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.

It is our understanding that the project work can be performed under a US Army Corps of Engineers Nationwide Permit. Should an Individual Section 10 or Section 404 Permit be required for this project, additional compensation will be required.

SCOPE OF SERVICES:

1.0 Basic Services

- 1.1 Topographic Survey
 - 1.1.1 Conduct a topographic survey from the northeastern edge of the existing rock shoreline protection project to 350 feet upstream of the existing project.
 - 1.1.2 Cross-Sections shall be taken every 50 feet from edge of water to edge of water.
- 1.2 Environmental Investigation and Permitting
 - 1.2.1 Coordinate with City in application/renewal of the US Army Corps of Engineers Nationwide Permit.
 - 1.2.2 Meet with the US Army Corps of Engineers to discuss the proposed project and determine permit requirements.
 - 1.2.3 Conduct field investigations and prepare a Jurisdictional Determination Report in accordance with the U.S. Army Corps of Engineers (USACE) Regulatory Guidance Letter (RGL) No. 05-05 and other pertinent guidelines.

ADVANCEDESIGN" Page 1 of 5



Date: November 16, 2018

- 1.2.4 Identify and delineate the boundaries of all potential waters of the U.S., including relatively permanent waters, non-relatively permanent waters, and special aquatic sites (e.g. wetlands) within the project boundaries.
- 1.2.5 During field activities, the boundaries of waters of the U.S. (including wetlands) will be delineated using a global positioning satellite (GPS) system capable of sub-meter accuracy. GPS data will be post-processed for use in reporting.
- 1.2.6 Prepare a Jurisdictional Determination report complete with appropriate field forms. The report will include:
 - 1.2.6.1 A brief description of the project, methods/sampling procedures, and results:
 - 1.2.6.2 Boundaries and quantity (acres) of all waters of the U.S. identified in the field:
 - 1.2.6.3 Location of data point/soil stations collected for wetlands and completed data forms; and
 - 1.2.6.4 Supporting graphics (e.g. USGS quad maps, aerial photography, Federal Emergency Management Agency maps, National Wetland Inventory Maps, and USDA soil surveys).
- 1.2.7 Complete the Preliminary Jurisdictional Determination Form for submittal to the US Army Corps of Engineers.
- 1.2.8 Assist the City in completing the Jurisdictional Determination form and applying for a US Army Corps of Engineers Nationwide Permit.

1.3 Design Phase Services

- 1.3.1 Design an extension of the existing rock shoreline protection at the outfall previously designed and constructed under the Nature Center Wetland Enhancement & Shoreline Protection Project. The additional section of shoreline protection will be based on the topographic surveys but is anticipated to be approximately 350 feet long extending from the existing structure in a northeasterly direction to repair erosion caused by Hurricane Harvey.
- 1.3.2 Prepare plans, technical specifications and project manual based on the City's standard front-end documents.
- 1.3.3 Submit 90% plans to City for review and comment.
- 1.3.4 Respond to and incorporate City's comments into Bid Ready Construction Contract Documents.
- 1.3.5 Submit Bid Ready Construction Contract Documents to the City for review and signatures.

1.4 Bidding Phase Services

- 1.4.1 Place the project on CivCast for advertising.
- 1.4.2 Assist City in advertising for and obtaining bids for the Project 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.
- 1.4.3 Issue Addenda as appropriate to clarify, correct, or change the Bidding documents.
- 1.4.4 Consult with City as to the acceptability of Contractor, subcontractors, suppliers and other individual and entities proposed for the Project.



Date: November 16, 2018

1.4.5 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.

1.5 Construction Phase Services

- 1.5.1 Review Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit. Huitt-Zollars' review is for the limited purpose of checking for general conformance with design concepts and the information shown in the Construction Documents. Huitt-Zollars' 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' review shall be conducted with reasonable promptness while allowing sufficient time in Huitt-Zollars' 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.
- 1.5.2 Make periodic site visits to the project site (as opposed to providing a full-time Project Representative and observation of the construction work) and provide a written report of activities observed during the visit. During such site visits, Huitt-Zollars will endeavor to protect the City against defects and deficiencies in the work of Contractor, but 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.
- 1.5.3 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. Huitt-Zollars' decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. 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.
- 1.5.4 Conduct a final inspection of the completed Project with the City.



Date: November 16, 2018

1.5.5 Prepare Record Drawings based on Contractor's "As-Built" Drawings. Provide one (1) paper copy and one (1) Adobe Acrobat PDF electronic copy of Record Drawings.

2.0 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:

- 2.1 Determination of the tidally-influenced boundary.
- 2.2 As-Built Surveys.
- 2.3 Preparation of a Biological Evaluation (Section 7 of the Endangered Species Act.)
- 2.4 Coordination with the State Historic Preservation Office.
- 2.5 Coordination with the United States Fish & Wildlife Department (USFWS) and/or the Texas Parks & Wildlife Department (TPWD).
- 2.6 Coordination with and/or obtaining a Coastal Surface Lease from the Texas General Land Office (TGLO).
- 2.7 Providing a full-time Project Representative during construction to provide further consultation and advice to the Client.
- 2.8 Assistance to the Client as expert witness in any litigation, and special technical assistance to prepare for litigation.
- 2.9 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.
- 2.10 Any other service not otherwise included in the Basic Services.

3.0 Client Provided Services:

Client shall provide Huitt-Zollars with the following:

3.1 Access to Project Site.

COMPENSATION:

1.0 Fee Budget

1.1 Our estimated fee budget for the Basic Services is \$59,600.00 (Lump Sum) as shown below. This amount shall not be exceeded without written authorization.

Topographic Survey \$ 12,300.00 (Lump Sum)
Environmental Investigation and Permitting \$ 15,100.00 (Lump Sum)
Design Phase Services \$ 21,200.00 (Lump Sum)
Bidding Phase Services \$ 4,000.00 (Lump Sum)
Construction Phase Services \$ 7,000.00 (Lump Sum)

Total Fee Budget: \$59,600.00 (Lump Sum)



Date: November 16, 2018

2.0 Reimbursable Expenses

- 2.1 Reimbursable Expenses shall include mileage, reproduction, and advertising fees (CivCast).
- 2.2 Expenses shall be compensated based upon the attached Rate Schedule. Copies of paid receipts shall accompany reimbursement requests.
- 2.3 Reimbursable Expenses are estimated at \$800.00.

3.0 Total Estimated Budget

3.1 Our total estimated budget for this project is \$60,400.00

4.0 Invoicing

4.1 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:

We anticipate completion of the Topographic Surveys, Environmental Services and Design Phase Services within ninety (90) calendar days from receipt of a written Notice to Proceed (NTP) from the City.

AUTHORIZATION:

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

Respectfully submitted,

Huitt-Zollars, Inc.

Daniel R. Menendez, P.E., PWLF

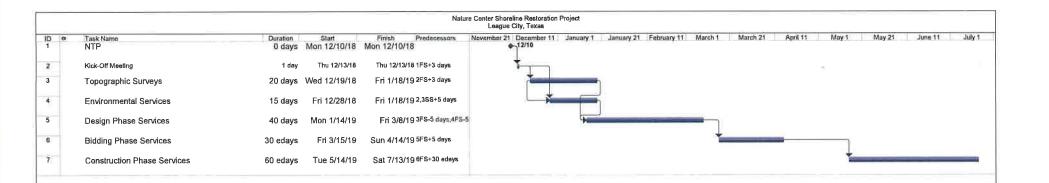
Vice President

Enclosure

Nature Center Shoreline Restoration Project

RFQ No. 18-026A

Discipline	Proposed Personnel	Hours
Senior Project Manager	Dewey H. Brunt III, PE	86
Quality Assurance Manager	Frank Andrews, PE	3
Civil Engineer	David Migl, PE	46
Engineer Intern	Fernando Soto, EIT	48
Survey Manager	Maurice Love, RPLS	16
Survey Technician	Mustafa Doan	32
3-Person Survey Crew	Varies	32
Resident Project Representative	Kyle Manthai	24
Project Support	Diana Ruiz	44
Environmental Services	Raba Kistner Environmental,LLC	80



	Task	4	Project Summary	4	Inactive Milestone		Manual Summary Rollu	р	Progress	
D-1- F-14446HB	Split	************	External Tasks		Inactive Summary	Δ Ü	Manual Summary	₽	Deadline	Ŷ
Date: Fri 11/16/18	Milestone	•	External Milestone	Ψ	Manual Task		Start-only	С		
	Summary	\$ 1 m	Inactive Task		Duration-only		Finish-only	3		



Houston

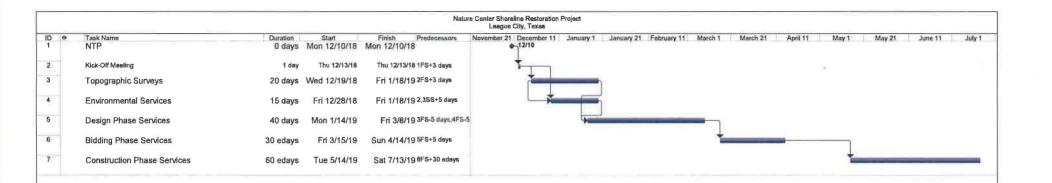
2018 HOURLY RATE SHEET

Engineering/Architecture		Interior Design		
Principal-In-Charge	\$ 245.00	Sr. Interior Designer	\$	110.00
Design Principal	\$ 210.00	Interior Designer	\$	95.00
Sr. Project Manager	\$ 210.00	Interior Designer Intern	\$	75.00
QA Manager	\$ 190.00			
Project Manager	\$ 185.00	Survey		
Sr. Civil Engineer	\$ 180.00	Survey Manager	\$	160.00
Sr. Structural Engineer	\$ 190.00	Sr. Project Surveyor	\$	150.00
Sr. Mechanical Engineer	\$ 180.00	Project Surveyor	\$	125.00
Sr. Electrical Engineer	\$ 185.00	Surveyor Intern	\$	120.00
Civil Engineer	\$ 175.00	Survey Technician	\$	105.00
Structural Engineer	\$ 170.00			
Mechanical Engineer	\$ 150.00	Survey Crews		
Electrical Engineer	\$ 160.00	1-Person Survey Crew	\$	95.00
Plumbing Engineer	\$ 150.00	2-Person Survey Crew	\$	140.00
Engineer Intern	\$ 120.00	3-Person Survey Crew	\$	170.00
Sr. Architect	\$ 185.00			
Architect	\$ 150.00	Construction		
Architect Intern 1	\$ 90.00	Construction Manager	\$	175.00
Architect Intern 2	\$ 110.00	Resident Engineer	\$	165.00
Architect Intern 3	\$ 140.00	Sr. Project Representative	\$	125.00
Sr. Landscape Architect	\$ 165.00	Resident Project Representative	\$	95.00
Landscape Architect	\$ 130.00			
Landscape Architect Intern	\$ 95.00	Administrative		
Sr. Planner	\$ 205.00	Sr. Project Support	\$	95.00
Planner	\$ 120.00	Project Support	\$	70.00
Planner Intern	\$ 80.00			
Sr. Designer	\$ 150.00	Reimbursable Expenses		
Designer	\$ 125.00	Consultants	Cos	st + 10%
Sr. CADD Technician	\$ 130.00	Other Direct Costs	Cos	st + 10%
CADD Technician	\$ 90.00	Mileage IRS Standard Busin	ess Mi	leage Rate

Nature Center Shoreline Restoration Project

RFQ No. 18-026A

Discipline	Proposed Personnel	Hours
Senior Project Manager	Dewey H. Brunt III, PE	86
Quality Assurance Manager	Frank Andrews, PE	3
Civil Engineer	David Migl, PE	46
Engineer Intern	Fernando Soto, EIT	48
Survey Manager	Maurice Love, RPLS	16
Survey Technician	Mustafa Doan	32
3-Person Survey Crew	Varies	32
Resident Project Representative	Kyle Manthai	24
Project Support	Diana Ruiz	44
Environmental Services	Raba Kistner Environmental,LLC	80





Houston

2018 HOURLY RATE SHEET

Engineering/Architecture		Interior Design		
Principal-In-Charge	\$ 245.00	Sr. Interior Designer	\$	110.00
Design Principal	\$ 210.00	Interior Designer	\$	95.00
Sr. Project Manager	\$ 210.00	Interior Designer Intern	\$	75.00
QA Manager	\$ 190.00			
Project Manager	\$ 185.00	Survey		
Sr. Civil Engineer	\$ 180.00	Survey Manager	\$	160.00
Sr. Structural Engineer	\$ 190.00	Sr. Project Surveyor	\$	150.00
Sr. Mechanical Engineer	\$ 180.00	Project Surveyor	\$	125.00
Sr. Electrical Engineer	\$ 185.00	Surveyor Intern	\$	120.00
Civil Engineer	\$ 175.00	Survey Technician	\$	105.00
Structural Engineer	\$ 170.00			
Mechanical Engineer	\$ 150.00	Survey Crews		
Electrical Engineer	\$ 160.00	1-Person Survey Crew	\$	95.00
Plumbing Engineer	\$ 150.00	2-Person Survey Crew	\$	140.00
Engineer Intern	\$ 120.00	3-Person Survey Crew	\$	170.00
Sr. Architect	\$ 185.00			
Architect	\$ 150.00	Construction		
Architect Intern 1	\$ 90.00	Construction Manager	\$	175.00
Architect Intern 2	\$ 110.00	Resident Engineer	\$	165.00
Architect Intern 3	\$ 140.00	Sr. Project Representative	\$	125.00
Sr. Landscape Architect	\$ 165.00	Resident Project Representative	\$	95.00
Landscape Architect	\$ 130.00			
Landscape Architect Intern	\$ 95.00	Administrative		
Sr. Planner	\$ 205.00	Sr. Project Support	\$	95.00
Planner	\$ 120.00	Project Support	\$	70.00
Planner Intern	\$ 80.00			
Sr. Designer	\$ 150.00	Reimbursable Expenses		
Designer	\$ 125.00	Consultants	Cos	st + 10%
Sr. CADD Technician	\$ 130.00	Other Direct Costs	Cos	st + 10%
CADD Technician	\$ 90.00	Mileage IRS Standard Busin	ess Mi	leage Rate

Huitt-Zollars, Inc. November 26, 2018

ROUGH DRAFT OPINION OF PROBABLE CONSTRUCTION COST

ITEM#	ITEM DESCRIPTION	Unit	Qty	Unit Price	Probable Cost
1	Site Preparation, to include Mobilization, Providing Temporary Access Site for Barge Operation, Clean-Up, & Demobilization	LS	1	\$ 50,000.00	\$ 50,000.00
2	Clearing & Grubbing	AC	0.5	\$ 10,000.00	\$ 5,000.00
3	Clay Fill	CY	1600	\$ 80.00	\$ 128,000.00
4	Granular Fill	TON	500	\$ 120.00	\$ 60,000.00
5	Riprap, Gradation No. 2	TON	2400	\$ 125.00	\$ 300,000.00
				Subtotal	\$ 543,000.00
				Contingencies (20%)	\$ 108,600.00
				Total	\$ 651,600.00