



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **Meyer Engineers, Ltd** ("Contractor"), located at **4937 Hearst Street, Suite 1B, Metairie, Louisiana 70001** 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 **the design of traffic improvements at the League City Parkway and West Walker Street intersection, to include new turning lanes, extension of existing turn lanes, and correction to the cross grade of the intersection.** 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 **August 14, 2019** and shall terminate on **January 1, 2021**. 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 **\$275,567.00** 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 \$2,000,000 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.
6. **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)*

MEYER ENGINEERS, LTD - "Contractor"



Charles E. Meyer, Vice President
Richard Meyer

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
(5 number of pages, including this page)

See Next 4 Pages

SCOPE OF WORK
LEAGUE CITY PARKWAY AND WALKER STREET INTERSECTION IMPROVEMENTS
A/E PROJECT NO. 20-1849 JUNE 3, 2019
REVISED JUNE 20, 2019
REVISED JULY 11, 2019

BASIC SERVICES

The project includes several modifications to the intersection of League City Parkway and Walker Street in League City, Texas. The modifications include:

- Extend the Eastbound to Northbound left turn lane \pm 100' for additional storage
- The addition of a right turn lane for Eastbound to Southbound traffic.
- Addressing/Correcting the issues with grade crossing in the North-South direction to include relocating the inlet on the south side of the intersection.
- Extend the Westbound to Southbound left turn lane by an additional 100 feet
- Create a 150' Northbound to Eastbound right turn lane.
- Create a 150' Southbound to Westbound right turn lane. (To be bid as an Alternate)
- All work shall be designed to TxDOT design standards.

Basic Services include Preliminary Design, Final Design, Bidding and Construction Phases. These services include the following:

Preliminary Design (30%)

This phase includes the following general tasks:

- Kick-off Meeting (LG, TxDOT, design consultants)
- Develop Design Criteria
- Develop Preliminary Design (30 percent) and Cost Estimates
- Begin Utility Coordination – Right of Way Requirements, Utility Relocations, Etc.
- Develop Standard Specifications
- Develop Necessary Access and Railroad Agreements

Final Design

The following general tasks are typically part of the Final Design Phase:

- Prepare 60% Design
 - Prepare Detailed Design, including traffic control plans.
 - Refine Cost Estimate
 - Complete Railroad, Right-of-Way and Utility Coordination
 - Prepare Procurement Documents (including Title VI requirements)
 - Identify the use of Sole Source/Proprietary Material/Equipment, if any
 - Prepare Proposal (bid documents) with all Necessary Forms Included
 - Follow through with Necessary Railroad Agreements and Interstate Access Justification (IAJ) Requirements
- Prepare 90% Design
 - Finalize Detailed Design, including traffic control plans.
 - Finalize Cost Estimate
 - Finalize Procurement Documents (including Title VI requirements)
 - Finalize Necessary Railroad Agreements and Interstate Access Justification (IAJ) Requirements

- Finalize Proposal (bid documents) with all Necessary Forms Included
- Update Right-of-Way Map
- Prepare Final Project P&S and Related Documents (100% Final)

Bidding

The following are typical tasks associated with the Bidding Phase of the project:

- Advertise for Bids
- Issue Addenda (if any)
- Open Bids Publicly
- Evaluate Bids
- Make Recommendation to Award, Reject all Bids or Cancel Project

Construction

The following general tasks are typically completed during the Construction Phase:

- Pre-Construction Meeting (LG, TxDOT and Contractor)
- Attend Monthly Progress Meetings with Owner and Contractor
- Provide Progress Reports
- Conduct Regular Site Visits
- Provide Project Documentation
- Complete Final Inspection

ADDITIONAL SERVICES:

1. Surveying
2. Right of Way Maps w/Metes and Bounds
3. Right of Way Coordination (Meyer)
4. Coordination with TxDOT/Permitting
5. Geotechnical Investigation
6. Traffic Signal Plans
7. Traffic Impact Analysis

NOT IN CONTRACT:

1. Appraisals, Negotiations, and Right-of-Way Acquisitions
2. Subsurface Utility Engineering (SUE)
3. Permit Filing Fees
4. USACE Permit
5. TDLR Permit
6. Construction Materials Testing (GEOTEST)
7. Environmental Compliance Coordination
8. Resident Inspection

201849SPC

STATEMENT OF PROBABLE COST
LEAGUE CITY PARKWAY AND WALKER STREET INTERSECTION IMPROVEMENTS
A/E PROJECT NO. 20-1849 JUNE 3, 2019
REVISED JULY 11, 2019

Removal of Existing Roads	1,700 SY	@	\$20	\$34,000
Removal of Structures and Obstructions/Clearing	1 LS	@	\$40,000	\$40,000
Concrete Pavement (8")	3,000 SY	@	\$80	\$240,000
Flexible Base (Complete in place)(Type A Grade 1-2)(8")	1,400 SY	@	\$35	\$49,000
Additional Base To Raise Intersection (Varies)	1,600 SY	@	\$35	\$56,000
Concrete Curb (6")	1215 LF	@	\$40	\$48,600
Removal/ Replacement of Concrete Sidewalk	300 SY	@	\$80	\$24,000
Subsurface Drainage (Including Catch Basins)	900 LF	@	\$150	\$135,000
Striping	1 LS	@	\$15,000	\$15,000
Traffic Signals	1 LS	@	\$397,500	\$397,500
Signage	1 LS	@	\$12,000	\$12,000
Landscaping	1 LS	@	\$30,000	\$30,000
Mobilization	1 LS	@	\$125,000	\$125,000
Temporary Signs and Barricades	1 LS	@	\$110,000	\$110,000
Construction Layout	1 LS	@	\$60,000	\$60,000
Utility Conflicts (Water, Sewer)	1 LS	@	\$75,000	\$75,000
Relocation of 16" Waterline	250 LF	@	\$125	\$31,250
Relocation of Utilities (GAS, FIBER OPTICS, ETC.)	1 LS	@	\$70,000	<u>\$70,000</u>
 SUBTOTAL				 \$1,552,350
 CONTINGENCY			20%	 <u>\$310,470</u>
 TOTAL CONSTRUCTION COST				 \$1,862,820

NOTE: UNIT PRICES BASED ON TEXAS DOT UNIT PRICES.

201849FP1

FEE PROPOSAL
LEAGUE CITY PARWAY AND WALKER STREET INTERSECTION IMPROVEMENTS
A/E PROJECT NO. 20-1849 JUNE 3, 2019
REVISED JUNE 20, 2019
REVISED JULY 11, 2019
REVISED JULY 24, 2019

BASIC ENGINEERING SERVICES

Total Estimated Construction Cost	\$1,862,820	
Preliminary Design (30% Submittal)		\$29,000
Final Design (60, 90, 100% Submittals)		\$127,000
Bid Phase		\$7,000
Construction Administration		<u>\$21,000</u>
TOTAL BASIC ENGINEERING SERVICES (FIXED FEE)		\$184,000

ADDITIONAL DESIGN SERVICES

1. SURVEYING	\$12,575	@	110%	=	\$13,833
2. RIGHT OF WAY MAPS W/METES AND BOUNDS	\$5,250	@	110%	=	\$5,775
3. RIGHT OF WAY COORDINATION (MEYER)	\$2,000	@	100%	=	\$2,000
4. COORDINATION WITH TxDOT/PERMITTING	\$10,000	@	100%	=	\$10,000
5. GEOTECHNICAL INVESTIGATION	\$6,259	@	110%	=	\$6,885
6. TRAFFIC SIGNAL PLANS	\$39,750	@	110%	=	\$43,725
7. TRAFFIC IMPACT ANALYSIS	\$8,500	@	110%	=	<u>\$9,350</u>
TOTAL ADDITIONAL SERVICES					<u>\$91,567</u>
TOTAL BASIC ENGINEERING SERVICES AND ADDITIONAL SERVICES					\$275,567



6330 West Loop South, Suite 150
Bellaire, Texas 77401
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July 11, 2019

Mr. Donovan Duffy, P.E.
Meyer Engineers, Ltd.
4937 Hearst St
Metairie, LA 70001

Re: Topographic Survey work for League City Parkway at Walker Street in Galveston County, Texas

Dear Mr. Duffy,

It is our understanding that you need a Topographic Survey for the improvement of the intersection of League City Parkway at Walker Street.

The Work Includes:

- A Topographic Survey that will meet the standards of a Texas Society of Professional Surveyors Category 6, Condition 2.

Topographic Survey Work:

- Elevations will be based on the National Geodetic Survey Monument that is related to the current FEMA FIRM. We will set two (2) local temporary benchmarks for future use.
- Coordinates will be based on the Texas Coordinate System NAD 83, South Central Zone. We will set three (3) horizontal control points (different from the above vertical marks).
- We will notify the One-Call System to have all utilities located within 100 feet of the intersection.
- We will locate all visible improvements within the area defined by the map you sent via email on May 8, 2019.
- The topographic survey will include:
 - Power poles, wire paths, and guy wires.
 - Sanitary manholes, we will measure the depths of pipes and indicate sizes and direction.
 - Water valves, flush valves (fire hydrants).
 - Telephone pedestals and lines (paint marks) located by the One-Call System.
 - Fiber lines based on physical markers and paint marks located by the One-Call System.
 - Storm sewer manholes and storm sewer inlets, we will measure the depths of the pipes and indicate sizes and direction.
 - Back of curb and gutters of the streets with elevations.
 - We will also outline any pavement curves, angle points, drive entrances.
 - Fences along the right-of-way lines, noting their location from the right-of-way line (inside or out of the right-of-way).
 - Locate signs and note the type of signs.
 - Locate the obstacles (such as business signs) and trees along the streets.
 - Locate the concrete/asphalt match lines where the road meets the private parking lots.
 - We will locate the bushes and trees along the streets.
 - We will locate structures such as buildings that are within 5 feet of the apparent right-of-way.
 - We will determine elevations at 50-foot intervals along the roadways, this will include elevations at the right-of-way line, and 10-feet outside the right-of-way (if access is permitted).



Mr. Donovan Duffy, P.E.

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July 11, 2019

Subsurface Investigation:

- We will contact the One-Call System to locate all underground utilities.
- We will locate all underground utilities based on above ground features such as storm manholes, sanitary manholes, and water valves.

Subsurface Investigation-Alternate:

- We will contract if needed with Lonestar Locating, LLC to hydro-excavate utilities. This service will be performed if needed and is not included with the base topographic price. This cost is based on a full day of work by Lonestar (worse-case scenario is a full day of hydro-excavation with an additional trip by our crew to locate additional information), plus a few hours of drafting, a few hours of tech work for QA/QC.

Deliverables:

- The survey will be drafted on a 22"x24" format at a 1" =20' scale utilizing AutoCAD. This drawing will include both the topographic information and the right-of-way lines and will be certified that it meets the standards for a Texas Society of Professional Surveyors Category 6, Condition 2 survey.
- We will provide six (6) signed and sealed copies of the drawings and a scanned copy of the signed and sealed drawing.

Costs:

- Topographic Survey – lump sum of \$14,375.00 (no tax on topographic survey work).
- Hydro-excavation of utilities if needed \$750.00 - \$2,850.00 depending on scope.

Our field crew can begin on upon receipt of your written authorization to proceed, we would like a few days to schedule the fieldwork, prepare for the field crew, and collect needed documents for fieldwork. We will compile a drawing within one (1) week of completing the fieldwork for your review. This contract is subject to the terms of the attached General Conditions Agreement. Any additional work will be billed at our attached Schedule of Hourly Rates. We understand that you need this work completed in a short time span, we will do all we can to shorten the timeline.

Again Mr. Duffy, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below. We look forward to working with you on this project.

Sincerely,

Steven James
Registered Professional Land Surveyor
No. 5317



Mr. Donovan Duffy, P.E.

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July 11, 2019

SAJ/Ilm

I:\WP\DOCS\SURV\SAJ\PROPOSAL\League City Parkway At Walker Street ROW Topo.Docx

Enclosures

APPROVED BY:

Signature of Authorization

Print Name & Title

Date

Please indicate how we should send invoice:

☐ By email: dduffy@meyer-e-l.com

☐ By regular mail:

☐ Other: _____



SCHEDULE OF HOURLY RATES
Effective January 2019 - Subject to Annual Revision in January 2020

ENGINEERING PERSONNEL

Design Engineer I	\$100
Design Engineer II	\$120
Professional Engineer I	\$140
Professional Engineer II	\$160
Professional Engineer III	\$185
Professional Engineer IV	\$215
Professional Engineer V	\$230
Practice Leader	\$250

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$110
Electrical Design Engineer II	\$130
Electrical Professional Engineer I	\$155
Electrical Professional Engineer II	\$170
Electrical Professional Engineer III	\$190
Electrical Professional Engineer IV	\$225
Electrical Professional Engineer V	\$240

CONSTRUCTION PERSONNEL (Includes Mileage)

Project Representative I	\$ 60
Project Representative II	\$ 85
Project Representative III	\$105
Project Representative I – Treatment Facilities	\$ 85
Project Representative II – Treatment Facilities	\$110
Project Representative III – Treatment Facilities	\$135
Construction Manager I	\$100
Construction Manager II	\$120
Construction Manager III	\$140
Construction Manager IV	\$160
Construction Manager V	\$185

SOFTWARE ENGINEER

Software Engineer I	\$120
Software Engineer II	\$185
Software Engineer III	\$230

PLANNING PERSONNEL

Planner I	\$ 90
Planner II	\$120
Planner III	\$150

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 55
CAD Operator II	\$ 75
CAD Operator III	\$ 95
Designer I	\$ 95
Designer II	\$115
Designer III	\$135
GIS Operator I	\$ 80
GIS Operator II	\$105
GIS Operator III	\$140

SURVEYING PERSONNEL

1-Person Field Crew	\$125
2-Person Field Crew	\$170
3-Person Field Crew	\$205
4-Person Field Crew	\$235
Scanner Equipment	\$100
Survey Technician I	\$ 65
Survey Technician II	\$ 80
Survey Technician III	\$100
Project Surveyor I	\$ 75
Project Surveyor II	\$ 85
Project Surveyor III	\$100
Project Surveyor IV	\$115
Chief of Survey Crews	\$100
Registered Professional Land Surveyor	\$160
Survey Manager	\$185

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 55
Admin II	\$ 75
Admin III	\$100
Assistant Controller/ Chief Accountant	\$110
Corporate/Project Acct. I	\$ 75
Corporate/Project Acct. II	\$ 90

GENERAL CONDITIONS OF AGREEMENT

JONES & CARTER, INC.

(SURVEYING)

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record.

Termination shall release each party from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140456399

May 28, 2019

Mr. Donovan Duffy, P.E.
Meyer Engineers, Ltd.
4937 Hearst St,
Metairie, LA 70001

**Re: Proposal for Geotechnical Investigation
League City Parkway and Walker Road Intersection Improvements,
City of League City, Galveston County, Texas**

Dear Mr. Duffy:

In accordance with your request on May 16, 2019, Geotest Engineering, Inc. is pleased to submit this proposal for the referenced project. The project involves intersection improvements to League City Parkway and Walker Street Intersection in the City of League City, Galveston County, Texas. The proposed improvements include design and construction of approximately 120 feet of east-south turn lane, approximately 150 feet of north-east turn lane, extending existing east-north turn lane and existing west-south turn lane by about 100 feet, and grade correction at the intersection in north-south direction. Based on the information provided we understand that the project also includes new traffic signal installation on the south side, to account for the proposed additional turn lanes.

Purpose and Scope

The purposes of this investigation are to evaluate the soil and water level conditions at the intersection of League City Parkway and Walker Street, to provide geotechnical recommendations for the proposed intersection improvements. Based on the information provided to us through your e-mail on May 16, 2018, the scope of this study will consist of the following:

- Obtaining utilities clearance for boring locations;
- Coring existing pavement to determine the existing pavement thickness and for boring access;
- Drilling and sampling a total of two (2) soil borings each to a depth of 25 feet on the south side of the intersection at the proposed traffic signal locations;
- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will

eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings;

- Performing appropriate laboratory tests on selected representative samples to develop the engineering properties of the soil;
- Perform engineering analyses to develop geotechnical recommendations for the proposed intersection improvements including pavement thickness and subgrade stabilization, foundation recommendations for the proposed traffic signals, groundwater control, and construction considerations;
- Prepare a geotechnical investigation report.

Project Schedule

We should be able to start the fieldwork within two weeks after receiving your written authorization or one (1) week after receiving the lane closure permit, whichever is later. It is estimated that the fieldwork will be completed in about one (1) week barring bad weather. The laboratory tests will be completed in about one (1) week after completion of field work. The draft report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about six (6) weeks after receiving your notice to proceed.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be lump sum amount of \$6,259.00. The cost breakdown given in Attachment No. 1 is for additional information only. The invoices will be billed on Lump Sum basis based on percent completion. This cost is based on the assumption that no site clearance will be required.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us at (713) 266-0588.

Sincerely,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Project Manager

Geotechnical Investigation
League City Parkway and Walker Road
Intersection Improvements
City of League City, Texas

Geotest Engineering, Inc.
Proposal No. 1140456399

ATTACHMENT NO. 1
COST BREAKDOWN

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>Field Investigation</u>				
Mob and Demob of Truck Mounted Drilling Rig	1	LS	\$340.00	\$340.00
Drilling and Continuous Sampling (0'-20')	40.0	ft.	\$21.00	\$840.00
Drilling and Intermittent Sampling (0'-50')	10.0	ft.	\$18.00	\$180.00
Grouting of Completed Bore Holes	50.0	ft.	\$7.00	\$350.00
Marking boring, Utility Clearance for Boring Locations and Field Coordination for drilling	4.0	hr.	\$65.00	\$260.00
Concrete Coring (Minimum Charge)	1	LS.	\$270.00	\$270.00
Vehicle Charge	4.0	hr.	\$10.00	\$40.00
Traffic Control (on major street)	1.0	day	\$745.00	\$745.00
			Subtotal	\$3,025.00
<u>Laboratory Testing</u>				
Liquid and Plastic Limits	5	ea.	\$60.00	\$300.00
Moisture Content Only	17	ea.	\$9.00	\$153.00
Mechanical Sieve Analysis, through No. 200 Sieve	2	ea.	\$55.00	\$110.00
Percent Passing No. 200 Sieve	3	ea.	\$46.00	\$138.00
Unconsolidated Undrained Triaxial Compression	5	ea.	\$61.00	\$305.00
			Subtotal	\$1,006.00
<u>Engineering Services</u>				
Sr. Project Manager	1.00	hr.	\$210.00	\$210.00
Sr. Engineer, P.E.	3.00	hr.	\$150.00	\$450.00
Staff Engineer	16.00	hr.	\$83.00	\$1,328.00
Support Personnel, Word Processing	4.00	hr.	\$60.00	\$240.00
			Subtotal	\$2,228.00
			Total	\$6,259.00



May 24, 2019

Mr. Donovan Duffy, P.E.
Meyers Engineers, LTD

Office: (504) 885-9892
Cell: (504) 232-6588
Email: dduffy@meyer-e-l.com

**RE: League City Parkway at Walker Street Intersection
Traffic Signal Design (Modifications)**

TAI Reg. No.: F 003832
TAI Project No.: 0000-1901

Mr. Duffy:

Terra Associates, Inc. (Terra) appreciates this opportunity to submit a proposal for professional engineering design services for the intersection of League City Parkway at Walker Street in League City, Texas. The scope of work includes the necessary tasks required to develop PS&E construction plans for the modification of an existing traffic signal impacted by the affiliated roadway improvements recommended by the Traffic Study for the intersection of League City Parkway and Walker Street.

Scope of Work. We will prepare a preliminary and final set of civil engineering construction plans for traffic signal modifications based on a series of submittals. Attendance at three office meetings and one field scoping meeting with representatives from League City, Galveston County and Texas Department of Transportation (TxDOT) is also included.

The Design Phase (60%, 90%, and 100%) deliverables will include cover sheet, existing conditions, demolition sheets, pavement sheets, plan and profile sheets, proposed signal layout sheets, notes, quantity sheets, and all signal table sheets.

Client will provide a detailed topographic survey. Additional As-Builts will be requested and collected from League City, Galveston County, and/or Texas Department of Transportation (TxDOT). We will coordinate the review and approval process of the proposed signal design modifications with League City, Galveston County Engineering Department, and TxDOT.

Terra is not responsible for the authorization of the signal design modifications. However, the authorization of the proposed signal design modifications should be handled between the League City, Galveston County Engineering Department, and TxDOT prior to the design.

Traffic Signal Design (Modifications). We will prepare layout drawings of the proposed traffic signal modifications to be constructed in the public street paving and at the existing intersection of League City Parkway and Walker Street, and in conformance with the governmental agency criteria.

Task C02: We will design and prepare construction documents for the following traffic signal modifications at the intersection of League City Parkway and Walker Street. Specifically, we will do the following:

- Evaluate the existing traffic signal
- Design the proposed traffic signal redesign and modifications

1445 North Loop West, Suite 450 • Houston, Texas 77008 • 713-993-0333 • 713-993-0743 (FAX)
www.terraassoc.com

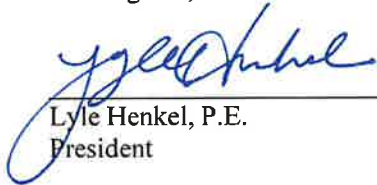
- Provide temporary traffic signal design if requested by governing agency
- Provide Traffic Control Plans (TCP) for signal design modifications
- League City, Galveston County, and TxDOT's standards and regulations will be implemented in the design of the proposed traffic signal modifications
- Terra will adhere to League City, Galveston County and TxDOT's permitting process
- Provide layouts; including traffic signal and roadway quantities and estimate

In conformance with our proposal, our compensation for the engineering services herein described will be computed on a fixed fee basis based. According to our herein-described understanding of the scope of services involved, we propose to complete the work above for a fixed fee of **\$26,500 for Task C02**.

Drainage design is not included in this scope of work and is considered to be additional services. If additional services is required, it shall be discussed and negotiated at that time.

If this request for fee authorization meets with your approval, please so indicate your acceptance by executing it in the space provided below and returning one signed copy for our files.

Best regards,



Lyle Henkel, P.E.
President

Accepted and Agreed to:

By: _____

Title: _____

Date: _____



May 24, 2019

Mr. Donovan Duffy, P.E.
Meyers Engineers, LTD

Office: (504) 885-9892
Cell: (504) 232-6588
Email: dduffy@meyer-e-l.com

**RE: League City Parkway at Walker Street Intersection
Traffic Study**

TAI Reg. No.: F 003832
TAI Project No.: 0000-1901

Mr. Duffy:

Terra Associates, Inc. (TAI) appreciates this opportunity to submit a proposal for professional engineering design services for the intersection of League City Parkway at Walker Street in League City, Texas. The scope of work includes the necessary tasks required to conduct and analyze a traffic study for the existing signal and make recommendations for the roadway improvements at League City Parkway and Walker Street.

Scope of Work. TAI will attend a scoping meeting with the approval agencies and client to discuss the limits of the project, potential conflicts, budget and schedule required by the all parties. The Traffic Study will be conducted in accordance with the League City, Galveston County Engineering Department, and Texas Department of Transportation (TxDOT) standards and the discussion held during the scoping meeting.

Site Investigation. Terra Associates, Inc. will conduct a site visit to ascertain existing conditions including current traffic operations, visible pavement conditions, an inventory of existing signage, visible obstructions and other observable features within the limits of the project.

Data Collection. Crash data will be collected from approval agency for the past three consecutive years. Turning movement counts will be collected for a minimal time period of 14 hours.

Traffic Study. A Traffic Study will be conducted at the study intersection. Collected traffic counts will be utilized for a 14-hour time period. The traffic study will determine if the existing storage bays for the left turn lanes on League City Parkway is adequate, and if not make recommendations for improvements. In addition, the traffic study will also determine the need for a right turn deceleration lane on Walker Street and make recommendations for the lengths of the right turn lanes.

Task C01: We will conduct and analyze a traffic study for the intersection of League City Parkway and Walker Street. Specifically, we will do the following:

- Collect 14-hour Turning Movement Counts for the study intersection
- Collect Crash Data for the past three consecutive years
- Request existing Traffic Signal Timing Plan
- Create Traffic Models with the aid of Synchro – a traffic modeling software

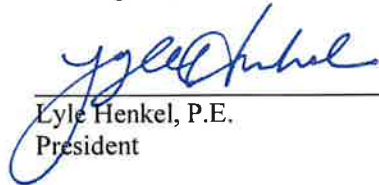
- Traffic Models will be utilized to analyze the existing traffic counts to properly design adequate storage lengths for the left/right turn storage bays on League City Parkway and Walker Street
- Results from the traffic study will aid in the redesign and recommended modifications for the existing traffic signal

Drainage design is not included in this scope of work and is considered to be additional services. If additional services is required, it shall be discussed and negotiated at that time.

In conformance with our proposal, our compensation for the engineering services herein described will be computed on a fixed fee basis based. According to our herein-described understanding of the scope of services involved, we propose to complete the work above for a fixed fee of **\$8,500 for Task C01**.

If this request for fee authorization meets with your approval, please so indicate your acceptance by executing it in the space provided below and returning one signed copy for our files.

Best regards,



Lyle Henkel, P.E.
President

Accepted and Agreed to:

By: _____

Title: _____

Date: _____

MEYER ENGINEERS, LTD.
SCHEDULE
LEAGUE CITY PARKWAY WORK/SCOPING
A/E PROJECT NO. 20-1849 JUNE 3, 2019
REVISED JULY 11, 2019

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