



PROFESSIONAL SERVICES AGREEMENT

(version 9-16-2019)

This AGREEMENT ("Agreement") is entered by and between **LJA Engineering, Inc.** ("Professional"), located at **1904 W. Grand Parkway N, Suite 100 Katy, TX 77449** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Bay Ridge Flood Reduction Project, Phase II**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **November 25, 2019** and shall expire on **February 26, 2021**. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$263,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required to maintain insurance through the term of this Agreement.

If required by the City, Professional 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, Professional will enter City property, Professional 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 claim; 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. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless

approved in advance by City (and in the case of professional liability must not exceed \$150,000). Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. To the fullest extent permitted by law, Professional's total liability to City for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Professional's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of the applicable insurance policies required by Professional under this Agreement.

5. **Liquidated Damages:** Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the "Parties") agree that if Professional is late in performing any service designated as Time Critical on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional's delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional's delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Upon payment in full for Professional's services, 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, Professional 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. Professional 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 Professional hereby waives and appoints the City to assert on the Professional's behalf the Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes. Any reuse by the City, without specific written verification or adaptation by Professional, shall be at City's sole risk and without liability to Professional. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.
8. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Professional may come in contact with confidential information of the City. Confidential information shall not extend to: (a) information that at the time of disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of Professional; (b)

information that Professional can demonstrate by written records was lawfully in the possession of Professional at the time of disclosure and not otherwise subject to a non-disclosure agreement; (c) information that Professional can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; (d) information that Professional can demonstrate by written records was independently developed by Professional without reference to the materials comprising the information disclosed under this Agreement; or (e) information that Professional is required to disclose pursuant to applicable law, legally enforceable order, decree, regulation or rule, or by deposition or trial testimony pursuant to subpoena. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional 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. Professional 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 Professional's possession or control. Professional 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 Professional without the prior written approval of the City.

9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its 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 City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional represents that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standard of care.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE OF PROFESSIONAL OR ANY AGENT, EMPLOYEE,**

SUBPROFESSIONAL, OR SUPPLIER OF PROFESSIONAL, OR ANOTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.
33. **Mutual Waiver of Consequential Damages.** Notwithstanding any provision of this

Agreement to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the agreement are waived.

Executed on this ____ day of _____, _____. *(date to be filled in by City Secretary)*

LJA ENGINEERING, INC. - “Professional”

James E. Brown, PE – Senior Vice President

CITY OF LEAGUE CITY – “City”

John Baumgartner – City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(11 number of pages, including this page)

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

October 23, 2019

PROPOSAL

Mr. Christopher Sims, PE
City Engineer
City of League City
300 W. Walker St.
League City, Texas 77573

Re: Proposal for Engineering Services Related to the
Bay Ridge Flood Reduction Project, Phase 2
League City, Galveston County, Texas
LJA Proposal No. 19-03553

Dear Mr. Sims:

LJA Engineering Inc. (LJA) is pleased to present this proposal for your review and approval for engineering services for the design and construction of the Bay Ridge Flood Reduction Project, Phase 2. The scope of work will include the design of expanding the storage depth of the existing detention pond and a 42,000 GPM Storm Water Pump Station. We propose the following services and corresponding fees in accordance with the following scope of services.

SCOPE OF SERVICES

A. Preliminary Design Services

1. Perform two (2) site visits.
2. Prepare, review and analyze available r/w, easement, parcel, etc. data through our in-house global information system (G.I.S.) group.
3. Prepare preliminary design (plan view only) of the proposed drainage improvements (typical cross section(s) will be included with this preliminary design).
4. Prepare a preliminary construction cost estimate.

B. Basic Design Services

1. Prepare detailed plans, specifications, and contract drawings for the project.
2. Furnish to the Client all necessary copies of plans, specifications, and contract drawings.
3. Use best efforts to assist the Client to obtain necessary approvals from the appropriate city, county, state, and federal agencies having jurisdiction over the project. In the event the plans and specifications are not approved by any agency because they do not conform to the agency's criteria which was in effect at the time the design started, LJA shall redesign the plans and specifications to conform to such criteria at no cost to the Client. If LJA is unable to obtain approval of the plans due to recording of easements, subordinates, payment of taxes, special nonstandard features requested by the Client, or other factors beyond LJA's control, then the plans shall be deemed complete and approved.
4. Prepare an estimate of the probable construction cost. LJA shall not be required to guarantee the accuracy of these estimates.

C. Meetings

1. Attend up to three (3) public meetings to discuss design(s) of project.
2. Attend up to three (3) coordination meetings with City Staff and other government agencies regarding the review and approval of the construction plans.

D. Bid Phase Services

1. Provide a bid proposal and technical specifications for the Contract Documents during the Bidding Phase. LJA assumes the City will be putting together the bid documents.
2. Coordination with contractor and City during the bidding phase to answer questions that pertain to the contract documents.

E. Construction Phase Services

1. Review and provide recommendations for change orders, samples, catalog data, schedules, shop drawings, and Requests for Information (RFIs) during construction. This review does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract documents.
2. Attend construction progress meetings (if needed).
3. Address design conflicts in the field.
4. Provide paper and digital copies of As-Builts Drawings.

F. Engineering – Project Representation

1. Provide on-site Resident Project Representation will include periodic site visits (typically 5-10 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work. It is agreed that LJA does not underwrite, guarantee or ensure the work done by the contractor(s). Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, LJA is not responsible or liable for the contractor's failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractor(s) shall never relieve the contractor(s) for liability or subject LJA to any liability for any such defect or deficiencies.
2. Should the contractor exceed contract time, as a result of delays caused by the Client, contractor, or regulatory agencies, LJA shall bill the Client for the additional time spent on the job on the basis of time and materials.
3. All fees are based on typical time frames and normal submittal. Typical time frame means work can be accomplished without requiring overtime. These fees do not include costs related to wet sand construction (e.g., monitoring, consultation with geo-tech firm, etc). Fees will be proposed separately on a time and materials basis.

4. Please note that LJA's Project Representative must be on-site in order for LJA to certify a project complete.

G. Geotechnical Investigation (Sub-Consultant)

1. A geotechnical report is needed for the design.
2. Prepare a geotechnical report to determine the maximum depth expansion and side slope stabilization for the existing detention pond.
3. Design recommendations for the pump station.
4. Materials Testing is not included in this proposal and will be submitted under a separate proposal if needed by the City.

H. Surveying Services (Sub-consultant)

1. Surveying services will consist of the following:
 - Field staking a Base Map at 200' intervals.
 - Provide as-built topography of detention pond
 - Identify and locate all storm sewer outlets from adjacent developments.
 - Locate all drives, parking, structures, fences, and other above ground features which could affect construction.
 - Include all curb lines, driveway cuts, sidewalks, creek crossings, and all trees within the defined project limits subject to protection under the City of League City Tree Protection and Preservation Ordinance
 - Prior to commencement of construction re-setting of alignment stakes
2. The scope of services does not include the preparation of easements or exhibits at this time. If such services are requested, fees associated with these services shall be provided as the scope of services is defined.

Please note that tasks A, B, C, G, and H are time critical.

Project Schedule

The proposed schedule anticipates coordination only with the City of League City and TxDOT for items A through C. We estimate the following:

A.	Topography Survey/Geotechnical Investigation	10 Weeks
B.	Preliminary Design	3 Weeks
C.	City Review of Preliminary Design	2 Weeks
D.	Final Design	12 Weeks
	a. Includes City of League City Review and Approvals	
E.	Bidding Phase	4 Weeks
F.	Construction	34 Weeks

Total Estimate

65 Weeks

COMPENSATION- BASE SERVICES

The compensation for the following services are for the pump station only:

ENGINEERING SERVICES

Phase	Description	Fees
401	Preliminary Design Services (Lump Sum)	\$ 12,500
402	Design Services (Lump Sum)	\$ 108,000
426	Meetings (Time and Materials not to exceed \$5,000 w/o written approval from client)	\$ 5,000
901	Construction Phase Services (Lump Sum)	\$ 10,000
903	Bid Phase Services (Lump Sum)	\$ 10,000

ENGINEERING SERVICES SUBTOTAL	\$ 145,500
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SURVEYING SERVICES (SUB-CONSULTANT)

201	Design Topography Survey (Time and Materials)	\$ 10,000
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SUB-CONSULTANT (SURVEYING SERVICES) SUBTOTAL	\$ 10,000
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GEOTECHNICAL INVESTIGATION (SUB-CONSULTANT)

426B	Geotechnical Report (Lump Sum) (Includes 10% markup)	\$ 15,000
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SUB-CONSULTANT (GEOTECHNICAL INVESTIGATION) SUBTOTAL	\$ 15,000
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PROJECT TOTALS

ENGINEERING SERVICES	\$ 145,500
SURVEYING SERVICES (SUB-CONSULTANT)	\$ 10,000
GEOTECHNICAL INVESTIGATION (SUB-CONSULTANT)	\$ 15,000
REIMBURSABLE EXPENSES (TIME & MATERIALS – ESTIMATED)	\$ 7,500
GRAND TOTAL	\$ 178,000

COMPENSATION- ADDITIONAL SERVICES

The compensation for the following services are for expanding the storage depth for the existing Detention Pond and construction of the pump station as one project:

ENGINEERING SERVICES

Phase	Description	Fees
402	Design Services (Lump Sum)	\$ 30,000
902	Project Representation (Time and Materials)	\$ 55,000

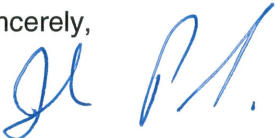
Reimbursable expenses include, but are not limited to advertising, reproduction, deliveries, travel/mileage, GPS equipment, printing, plan review and permit fees, filing fees, recording fees, and long distance phone charges. An estimated budget is shown above. There is no separate pay for reimbursable costs for environmental, geotechnical, subsurface utility engineering, appraisal and surveying services.

TERMS OF PAYMENT

Payment for the above-mentioned services will be made on a monthly basis in accordance with the agreement between LJA Engineering, Inc. and City of League City. We will be able to start work on the project upon your written authorization. If this proposal is acceptable to you, please sign this proposal and return a copy to us.

Should you have any questions or need any additional information concerning this proposal, please feel free to give me a call at 713.358.8817.

Sincerely,



John Pickens, PE
Project Manager



Edmund D. Rucker, PE
Vice President

JP/EDR/jb

ACCEPTED BY CITY OF LEAGUE CITY

By: _____

Name: _____

Title: _____

Date: _____

PRELIMINARY CONSTRUCTION COST FOR
FLOOD REDUCTION PROJECT - PHASE TWO
TO SERVE
BAY RIDGE SUBDIVISION
IN
LEAGUE CITY, TEXAS

October 18, 2019

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
DETENTION POND ITEMS				
1. EXCAVATION OF EXIST DETENTION TO A DEPTH OF 6-FEET BELOW NATURAL GROUND WITH 10-FOOT SHELF , INCLUDES FINAL GRADING OF DETENTION POND, STRIPPING, STOCKPILING OF STRIPPINGS AND REAPPLYING OF STRIPPINGS, COMPLETE IN PLACE	CY	87,000	\$3.00	\$261,000.00
2. FILL PLACEMENT FROM DETENTION POND EXCAVATION PER DETENTION POND LAYOUT, HAULING AND COMPACTION, COMPLETE IN PLACE	CY	7,000	\$3.00	\$21,000.00
3. HAUL OFF MATERIAL FROM DETENTION POND EXCAVATION TO LOCATION WHERE CONTRACTOR HAS AUTHORITY TO BRING MATERIAL, HAULING, COMPLETE IN PLACE	CY	80,000	\$12.00	\$960,000.00
4. 5" CONCRETE PILOT CHANNEL (6' WIDE), COMPLETE IN PLACE	LF	1,600	\$100.00	\$160,000.00
5. SLOPE PROTECTION FOR EXIST 24" RCP STORM SEWER OUTFALL (INCLUDING 4" SLOPE PAVING WITH 3' TOE WALL), COMPLETE IN PLACE	EA	2	\$7,500.00	\$15,000.00
6. SLOPE PROTECTION FOR EXIST 36" RCP STORM SEWER OUTFALL (INCLUDING 4" SLOPE PAVING WITH 3' TOE WALL), COMPLETE IN PLACE	EA	1	\$7,500.00	\$7,500.00
7. BACKSLOPE SWALE, ALL DEPTHS, TO INCLUDE EXCAVATION, HAULING, PLACEMENT, AND COMPACTION, COMPLETE IN PLACE	LF	2,550	\$5.00	\$12,750.00
8. BACKSLOPE DRAIN INTERCEPTOR STRUCTURE, INCLUDING ALL PIPES, SLOPE PAVING WITH REINFORCING STEEL AT INFLOW AND OUTFLOW, NECESSARY ADAPTORS, JOINTS AND FITTINGS, ETC., COMPLETE IN PLACE	EA	4	\$7,000.00	\$28,000.00
9. REMOVE EXISTING CONCRETE PILOT CHANNEL (12' WIDE), COMPLETE IN PLACE	LF	1,400	\$50.00	\$70,000.00
10. CELLULAR CONCRETE MATTRESS (INCLUDES BACKFILL, GEOTEXTILE FABRIC, AND TOPSOIL) FOR PROPOSED ACCESS RAMP TO DETENTION POND, COMPLETE IN PLACE	SY	60	\$80.00	\$4,800.00
SUBTOTAL DETENTION POND ITEMS				\$1,540,050.00
STORM SEWER PUMP STATION ITEMS				
1. SITE WORK, COMPLETE IN PLACE	LS	1	\$75,000.00	\$75,000.00
2. CONCRETE WET WELL, COMPLETE IN PLACE	LS	1	\$550,000.00	\$550,000.00
3. PUMPS, COMPLETE IN PLACE	EA	3	\$300,000.00	\$900,000.00
4. PIPING, COMPLETE IN PLACE	LS	1	\$125,000.00	\$125,000.00
5. STORM SEWER FLOATABLES COLLECTION SCREEN AND INTAKE STRUCTURE, COMPLETE IN PLACE	LS	1	\$35,000.00	\$35,000.00
6. STORM SEWER INFLUENT PIPING, COMPLETE IN PLACE	LF	50	\$2,500.00	\$125,000.00
7. SLOPE PAVING	SY	1000	\$100.00	\$100,000.00
8. DISCHARGE MANHOLE, ALL DEPTHS, COMPLETE IN PLACE	LS	1	\$20,000.00	\$20,000.00
9. DEWATERING, COMPLETE IN PLACE	LS	1	\$20,000.00	\$20,000.00

PRELIMINARY CONSTRUCTION COST FOR
FLOOD REDUCTION PROJECT - PHASE TWO
TO SERVE
BAY RIDGE SUBDIVISION
IN
LEAGUE CITY, TEXAS

October 18, 2019

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
10. ELECTRICAL AND CONTROLS, COMPLETE IN PLACE	LS	1	\$250,000.00	\$250,000.00
11. NATURAL GAS GENERATOR, COMPLETE IN PLACE	LS	1	\$420,000.00	\$420,000.00
12. COFFER DAM, COMPLETE IN PLACE	LS	1	\$20,000.00	\$20,000.00
13. CHAIN LINK FENCE, COMPLETE IN PLACE	LF	200	\$50.00	\$10,000.00

SUBTOTAL STORM SEWER PUMP STATION ITEMS

\$2,650,000.00

DEWATERING ITEMS

1. DEWATERING (GROUND WATER CONTROL) FOR DETENTION POND EXCAVATION, INCLUDES CONVENTIONAL VACUUM TYPE WELL POINTS, INTERNAL SUMPS AND PUMPS OR ANY TYPE OF PUMPING AS NECESSARY TO COMPLETE THE PROJECT CONSTRUCTION, AS DIRECTED BY THE ENGINEER, COMPLETE IN PLACE	AC	13	\$2,500.00	\$32,500.00
2. SURFACE PUMPING (SURFACE WATER CONTROL), INCLUDES ANY PUMPING REQUIRED TO CONSTRUCT ALL DRAINAGE IMPROVEMENTS, (AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LS	1	\$10,000.00	\$10,000.00

SUBTOTAL DEWATERING ITEMS

\$42,500.00

SWPPP ITEMS

1. SILT FENCE INLET PROTECTION BARRIERS, SWMHCA SPECIFICATION NO.4511, (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	EA	6	\$250.00	\$1,500.00
2. INSTALLATION AND MAINTENANCE OF REINFORCED FILTER FABRIC FENCE SWMHCA SPECIFICATIONS NO.4311, (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	3,000	\$5.00	\$15,000.00
3. INSTALL, MAINTAIN, AND REMOVE STABILIZED CONSTRUCTION EXIT, SWMHCA SPECIFICATION NO. 4711 (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	EA	1	\$3,000.00	\$3,000.00
ROCK FILTER DAM (TYPE 1), INCLUDING REMOVAL, COMPLETE IN PLACE	EA	1	\$4,500.00	\$4,500.00

SUBTOTAL SWPPP ITEMS

\$24,000.00

MISCELLANEOUS ITEMS

1. HYDROMULCH SEEDING (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	AC	13	\$750.00	\$9,750.00
2. EXTRA CEMENT STABILIZED SAND BACKFILL, (1.5 SACK PER TON), (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	CY	100	\$25.00	\$2,500.00
3. STRIPPING MINIMUM OF 4" OF TOP SOIL TO SUITABLE CONDITION WITHIN R.O.W. (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	AC	13	\$500.00	\$6,500.00

PRELIMINARY CONSTRUCTION COST FOR
FLOOD REDUCTION PROJECT - PHASE TWO
TO SERVE
BAY RIDGE SUBDIVISION
IN
LEAGUE CITY, TEXAS

October 18, 2019

ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
4. 6" CONCRETE SLAB FOR STORM SEWER BEDDING (AS PER DETAIL), (TO BE USED ONLY AS DIRECTED BY THE ENGINEER), COMPLETE IN PLACE	LF	200	\$50.00	\$10,000.00
SUBTOTAL MISCELLANEOUS ITEMS				\$28,750.00
PRELIMINARY CONSTRUCTION COST SUMMARY				
SUBTOTAL DETENTION POND ITEMS				\$1,540,050.00
STORM SEWER PUMP STATION ITEMS				\$2,650,000.00
SUBTOTAL DEWATERING ITEMS				\$42,500.00
SUBTOTAL MISCELLANEOUS ITEMS				\$28,750.00
TOTAL PRELIMINARY CONSTRUCTION COST				\$4,261,300.00
CONTINGENCIES (15%)				\$639,195.00
GRAND TOTAL PRELIMINARY CONSTRUCTION COST				\$4,900,495.00

THIS DOCUMENT IS ISSUED
FOR INTERIM REVIEW AND
IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING,
OR PERMITTING PURPOSES.

JOHN PICKENS, JR., P.E.
TEXAS P.E. #95844

ISSUED ON:

10-18-2019

September 18, 2019



LJA Engineering
1904 W. Grand Pkwy N., Suite 100
Katy, Texas 77449

Attn: Mr. John Pickens, Jr., P.E.
Project Manager

Re: Cost Estimate for Geotechnical Engineering Services
Bay Ridge Subdivision Drainage
Village Way and Bishops Bridge
League City, Texas
Terracon Document No. P91185082.Revision 1

Dear Mr. Pickens:

We understand we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project. The following are exhibits to this document.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

Our base fee to perform the scope of services described in this proposal using all-terrain vehicle (ATV) mounted drilling equipment is **\$13,500**. See Exhibit C for more details of our fees and consideration of additional services.

We understand the client will authorize us by issuing a "Work Authorization" pursuant to the terms and conditions of the "Agreement" between LJA Engineering, Inc. and Terracon Consultants, Inc., dated March 2, 2018.

We appreciate the opportunity to provide this document and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.
(Texas Registration No. F-3272)

A handwritten signature in blue ink that reads "Rehan Khan".

Rehan Khan, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in black ink that reads "Bobbie Sue Hood".

Bobbie S. Hood, P.E.
Geotechnical Services Manager

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043
P (713)-690-8989 F (713)-690-8787 terracon.com

Environmental

Facilities

Geotechnical

Materials

HIGH TIDE SURVEYING, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
FEE ESTIMATE
#2019-002CofLC-Bayridge/LJA
October 22, 2019

SCOPE OF SERVICES:

Survey services, for the design and construction, related to the drainage improvements for Bay Ridge Subdivision; reduce ponding and improve drainage along League City Parkway; reduce surface water along Gum Bayou and reduce potential overflow from north to Bay Ridge. Scope of services does not include the preparation of easements and exhibits at this time-if such services are requested, fees associated with these services shall be provided as the scope of services is defined.

~~**DESCRIPTION OF TASK: (Phase 1)**~~

~~Additional cross sections and possible tighter grid for existing levee.~~

~~Not to exceed (Phase 1)~~

~~\$10,000.00~~

DESCRIPTION OF TASK: (Phase 2)

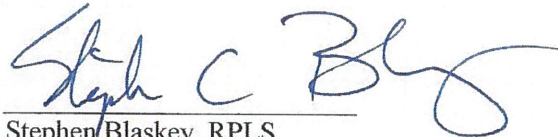
Cross Sections and as built topography for detention.

Not to exceed (Phase 2)

\$10,000.00

High Tide Surveying
200 Houston Ave., Suite B
League City, Texas 77573
281-554-7739

By:



Stephen Blaskey, RPLS
stephen@hightidesurveying.com

PSA Exhibit B

PHASE REQUIREMENTS

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

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

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

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

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

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

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

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

D. Resubmittals

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

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

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

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

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