



## **PROFESSIONAL SERVICES AGREEMENT**

(version 1-14-2020)

This AGREEMENT (“Agreement”) is entered by and between **ARKK Engineers, LLC** (“Professional”), located at **7322 Southwest Freeway Suite 1040, Houston, TX 77074** 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 **the design and construction phase services related to the Main Street Waterline Replacement Project**. 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 **January 30, 2020** and shall expire on **March 25, 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 **\$307,250.00** 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 during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and
    - (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.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.

Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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 (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within 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, 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, 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 City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf 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 City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City’s confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional’s possession or control. Professional shall further comply with all information security policies of 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 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 warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
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 DEFEND, 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 ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBPROFESSIONAL, OR SUPPLIER OF PROFESSIONAL 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.**
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.

*(signature block on next page)*

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

ARKK ENGINEERS, LLS - "Professional"

  
\_\_\_\_\_  
Madhu Kilambi, PE

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**  
(18 number of pages, including this page)

See Next 17 Pages...

## **EXHIBIT “A”**

### **GENERAL OVERVIEW & SCOPE OF SERVICES**

#### **General Overview**

This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. This proposal consists of providing engineering design and construction phase services associated with the replacement of the existing 10-inch diameter water line along the northwest side of FM 518, from Interstate 45 to State Highway 3, with a new 12-inch diameter water line. The total footage of water line to be replaced is estimated to be approximately 5,400 linear feet of 12-inch water mains, plus 1,050 linear feet of branching lines, included cased water line crossings of FM 518. The project included three (3) drainage channel crossings that are anticipated to be crossed using horizontal directional drilling methods. Based on preliminary cost estimates performed by ARKK, the estimated construction cost for the water line replacement is \$2.5 million (includes a 20% contingency). Based on information available at proposed water line is anticipated to be installed within the general alignment area of the existing water line. At this time, no additional easements are anticipated to be required for this project. However, a budget for easement document preparation if determined to be necessary is included in this proposal.

During the construction phase of this project, the City of League City will provide a project site representative to observe the progress of construction. Therefore, construction inspection services by ARKK Engineers’ personnel are not included in the engineering scope of services for the project. However, a budget for increased engineering project support to assist and aid the City’s project site representative during construction is included in this proposal. This proposal does not include performing any environmental studies for the project area. Construction materials testing services are also not included, as we understand that the City will contract with a material testing firm during construction.

This proposal addresses the engineering services ARKK Engineers will provide the City during the design and construction phases, including such services as topographic surveying, geotechnical engineering, plan reproduction, and miscellaneous services that may be required for the project.

#### **SCOPE OF SERVICES**

##### **I. BASIC SERVICES**

###### **1. Design Services (time critical service)**

- Obtain information on the existing private utilities (gas, electric, cable, pipelines, etc.) for the project areas.

- Obtain available record drawings on water lines designated for replacement from the City.
- Obtain any available maintenance records from the City on the selected water lines.
- Coordinate with the surveying sub-consultant and authorize topographic survey on the projects alignment.
- Prepare base mapping of the water line project areas.
- Coordinate with the City during the design phase.
- Prepare 30% Preliminary Engineering Plans. Meet with City staff at the 30% Design Phase.
- Prepare a utility conflict list if data is provided by the utility companies as part of the 30% submittal.
- Proceed with the final engineering design based on input/direction from the City during the 30% Design Meeting and plan reviews.
- Prepare and submit to City 60% bid document package comprised of plan drawings and specifications for the water line replacement.
- Submit metes and bounds for easement acquisitions (if necessary) at 60% submittal.
- Submit 60% plan drawings to the private utility companies for review and comments.
- Submit utility conflict list to City.
- Incorporate comments from the City and the private utility companies into the bid documents.
- Prepare and submit to City 90% bid document package comprised of plan drawings and specifications for the water line replacement.
- Incorporate comments from various entities into the final bid documents.
- Prepare an engineering cost estimate for the project at the 30%, 60%, 90%, and 100% completion stages.

- Furnish two (2) sets of full size and half size plans and specifications to the City.

## **2. Bid Phase Services**

- Assist the City in obtaining bids. The City of League City will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents via the CivCastUSA online plan room (by Amtek USA) to prospective bidders.
- Conduct a pre-bid conference for potential bidders. Prepare meeting agenda and minutes summary.
- During the bidding phase for the project, provide information to, and answer questions from prospective bidders regarding the project.
- Prepare addendums to the contract as necessary for the project.
- Attend bid openings for the project.
- Prepare bid tabulation for the project. Check the bids for mathematical errors and/or bid irregularities.
- Evaluate the bid results and the qualifications of the apparent low bidder, and advise the City as to the acceptability of the apparent low bidder for the project.
- Prepare an engineering letter of recommendation for City Council award of a construction contract

## **3. Construction Administration Services:**

- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the specifications.
- Prepare change orders as necessitated by field conditions.

- Review the contractor's pay estimates and make payment recommendations to the City based on input from City of League City's site representative.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. The City will be providing a site representative to observe the progress of work during construction.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a Substantial Completion walkthrough with City Staff and Contractor and prepare a punch list.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of reproducible Record Drawings based on the red-line marked up as-built drawings provided by the Contractor.

## **ADDITIONAL SERVICES**

### **1. Topographic Survey Services**

- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.
- Conduct approximately 5,400 linear feet of topographic survey for the water line replacement alignment.

## **2. Geotechnical Services**

- Obtain soil borings and geotechnical information on the project area. Provide a geotechnical engineering report summarizing the findings and recommendations.
- Soil borings will be taken across the project area at selected locations to provide an overall representation of project area's geotechnical conditions. A budget for performing 4 borings at an average depth of 20 feet per bore (total vertical footage is 80 V.F.) is included in this proposal. Soil boring data obtained for previous projects will also be utilized and included in this report when available.
- Utilize a subcontract geotechnical firm mutually agreeable to the City and ARKK.

## **3. Reproduction & Mileage**

- Costs for reproduction of plans and specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction. Cost for mileage will be invoiced using this item.

## **4. Permitting**

- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way areas (FM 518) and apply for approval for utility improvements within their right-of-way.
- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.

## **5. Consultation with Urban Forester**

- A budget for consultation with an Urban Forester is included. This task will only be utilized upon completion of 60% submittal. Tree protection plans relate to this project will be prepared by ARKK and submitted to the Urban Forester sub-consultant. An additional budget for the preparation of tree protection drawings by ARKK is also included with this item.

- Visit the project areas to determine necessary tree protection measures and include details, specifications and pay items in the contract documents, if necessary.
- Consult with the Urban Forester for tree protection and preservation measures to be recommended during the construction process.
- Submit the tree protection drawings for review by City's Urban Forester. Coordinate with the City's Urban Forester for review and comments.

#### **6. Storm Water Pollution Prevention Plan**

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.

#### **7. Miscellaneous Services**

- Due to the nature of work and the magnitude of this project, it is recommended that a budget for miscellaneous services be allocated by the City. This item will not be utilized unless approved by the City of League City staff. This item will cover additional and unforeseen needed design services for tasks such as emergency water line replacement design or other additional services that may be determined to be necessary during the design or the construction phase.

#### **8. Construction Support Services:**

- Provide construction support services by ARKK's project inspection staff to aid the City's project site representative during the construction phase. Meet with City staff and the contractor to resolve site-specific issues in the field as necessary.
- Provide additional engineering and technical office personnel support during construction. These office personnel, consisting of professional engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.

## EXHIBIT 'B' - FEE

### Basic Services:

Design: Lump Sum amount of:	\$164,200.00
Bid Phase: Lump Sum amount of:	\$ 3,750.00
Construction Administration: Lump Sum amount of:	<u>\$ 31,450.00</u>
Sub-Total	\$199,400.00

### Additional Services:

Surveying Services: Cost plus 10%	\$ 54,875.00
*Geotechnical Services: Cost plus 10%	\$ 9,200.00
*Easement Document Budget: Cost plus 10%	\$ 9,750.00
TxDOT Permitting: lump Sum amount of:	\$ 3,500.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$ 2,500.00
*Urban Forester Services budget: Cost plus 10%	\$ 3,300.00
Preparation of Tree Protection Plans: lump sum amount of:	\$ 3,475.00
Reproduction & Mileage: Cost plus 10%	\$ 1,500.00
*Miscellaneous Services: Hourly, Not to Exceed	\$ 10,000.00
Construction Support Services: Hourly, Not to Exceed:	<u>\$ 9,750.00</u>
Sub-Total	\$107,850.00

<b>Total Fee</b>	<b>\$307,250.00</b>
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\*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have an under run, or funds from the miscellaneous services line item or by contract amendment.

## RATE SCHEDULE

<u>Employee Classification</u>	<u>Billing Rate</u>
Project Principal (P.E.)	\$184.00/hour
Senior Project Manager (P.E.)	\$184.00/hour
Project Manager (P.E.)	\$155.00/hour
Senior Designer	\$145.00/hour
Project Graduate Engineer (E.I.T.)	\$115.00/hour
Senior CADD Operator	\$137.00/hour
CADD Operator	\$ 95.00/hour
Senior Construction Manager (P.E.)	\$184.00/hour
Construction Manager	\$136.00/hour
Construction Inspector	\$105.00/hour

Reimbursable expenses will be charged at cost plus 10%. Mileage will be charged at the current IRS prevailing rate.

## **EXHIBIT 'D'**

### **SUBMITTAL SCHEDULE**

The following is a submittal schedule estimate for each design milestone:

#### **Preliminary Engineering Letter Report - 30% Design Milestone**

- 180 days to complete from Notice to Proceed Date. Topographic survey for the water line project will be authorized and is expected to take 120 days of this total 180 day schedule.

#### **60% Design Milestone**

- 120 Days to complete from approval of 30% submittal by City

#### **90% Design Milestone**

- 75 Days to complete from the approval of 60% submittal by City

#### **100% Design Milestone**

- 45 Days to complete from the approval of 90% submittal by City



# GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 1140472399**

December 16, 2019

Mr. Madhu Kilambi, P.E.  
ARKK Engineers, LLC  
7322 Southwest Fwy, Suite 1040  
Houston, TX 77074

Reference: **Proposal for Geotechnical Investigation  
FM518 Waterline Replacement Project (Highway 3 to East of 45)  
League City, Texas**

Dear Mr. Kilambi:

As per your request, we are pleased to present the cost proposal for drilling and laboratory testing and preparation of geotechnical report for the referenced project. The project includes approximate 6,100 LF waterline replacement construction along FM518 from Highway 3 to East 45 in League city, Texas. Based on the provided information, the proposed the proposed water line replacement will be installed by both open cut and trenchless method of construction. The trenchless method may include auger, bore and jack, horizontal directional drilling.

The scope of this study is based on the email on December 13, 2019 and it includes, drill and sample four (4) borings to depths ranging from 10 to 30 feet; perform the laboratory tests and develop geotechnical recommendations for open cut and trenchless method of construction. The geotechnical recommendations will include a minimum of trench safety, ground water control, develop soil parameters for open cut and trenchless installation, bedding and backfill and construction considerations. The completed report with recommendations as outlined above will be submit the geotechnical report within six (6) weeks after completing the field investigation. The cost of drilling and sampling, performing laboratory testing, and preparation of a geotechnical report will be a lump sum of \$8,000.00. A cost breakdown is shown on Attachment No. 1.

We appreciate the opportunity to propose on this project. If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Very truly yours,  
**GEOTEST ENGINEERING, INC.**

Naresh Kolli, P.E.  
Project Manager

NK/xz

Copies Submitted: (1-PDF)

Enclosures: Attachment No. 1 - Cost Breakdown  
PC38\Geotechnical\Proposals\40472399.DOC

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT NO. 1**

**COST BREAKDOWN FOR GEOTECHNICAL INVESTIGATION**

**Project: Geotechnical Investigation**

**FM518 Waterline Replacment Project (Highway 3 to East of 45)**

**League City, Texas**

**Proposal No. 1140472399**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Cost</u>
<b>Drilling</b>				
Mobilization/Demobilization of Truck Mounted Drill Rig and Crew	1	LS	\$340.00	\$340.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	70	ft.	\$21.00	\$1,470.00
Drilling and Intermittent Sampling (20'-50')	10	ft.	\$18.00	\$180.00
Concrete Coring	4	ft.	\$90.00	\$360.00
Grouting of Completed Bore Holes	80	ft.	\$7.00	\$560.00
Marking the borings, field Coordination and logging	6	hr	\$65.00	\$390.00
Vehicle Charge for Marking borings, and field coordination	6	hr	\$8.00	\$48.00
Major Traffic Control	1	day	\$700.00	\$700.00
				<b>\$4,048.00</b>
<b>Laboratory Testing</b>				
Liquid and Plastic Limit	7	ea.	\$60.00	\$420.00
Moisture Content	30	ea.	\$9.00	\$270.00
Percent Passing No. 200 Sieve	7	ea.	\$46.00	\$322.00
Unconsolidated Undrained Triaxial Compression	7	ea.	\$60.00	\$420.00
			<b>Subtotal</b>	<b>\$1,432.00</b>
<b>Performing QA/QC and Preparation of Data Report</b>				
Senior Engineer	4	hr	\$150.00	\$600.00
Project Engineer	16	hr	\$105.00	\$1,680.00
Support Personnel	4	hr	\$60.00	\$240.00
			<b>Subtotal</b>	<b>\$2,520.00</b>
			<b>Total</b>	<b>\$8,000.00</b>



Ally General Solutions, LLC  
dba AGS Engineering & Construction  
7070 West 43<sup>rd</sup> St., Ste. 203  
Houston, Texas 77092  
Phone: (281) 888-7682  
TX Engineer Firm No. 13574  
TBPELS Firm No.  
10194392  
Certified: DBE/SBE/MBE/HUB/8(A)

December 11, 2019

Mr. David Fattig  
ARKK Engineers  
7322 Southwest Fwy., Ste. 1040  
Houston, Texas 77074  
[David.Fattig@arkkengineers.com](mailto:David.Fattig@arkkengineers.com)  
713-400-2755

RE: **League City, Texas (Waterline Replacement)**

Dear David:

Ally General Solutions, LLC (AGS), would like to thank Arkk Engineers for the opportunity to work and partner on this project. In accordance with your request, AGS submits this proposal to ARKK Engineers for Professional Surveying Services for the League City Waterline Replacement survey will comprise of the following:

**I: Streets Topographic Linear (include cross street):**

Street Name:                      Length along              Length along  
                                         Street (LF):              cross street (LF):

FM 518	6000	0	
Wesley Street		400	
Highland Terrace		200	
Devereux Dr		200	
Calder Dr		400	
Pecan Dr		200	
McKibben Ln		200	
Engelwood		200	
Interurban St.		200	
Total	6000	2000	

According to the requirements, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the League City, Texas Benchmark System.
  - Horizontal Datum: Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS96)EPOCH 2002.000)
  - Vertical Datum: NAVD 88, 2002
2. All planimetric features will be surveyed within FM 518 and intersecting road right-of-ways as listed above and per the exhibit provided.
3. All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained. Will coordinate with League City public works to assist with manholes that we are not able to open as well as opening the water valves to measure down.
4. Texas one-call system (811) will be notified, and pipeline companies will be contacted to probe and mark their pipeline locations to be tied to the survey.
5. Attempt will be made to recover and verify sufficient monumentation along the existing roadway to establish estimated right-of-way lines for topographic surveying scope. Task of establishing estimated ROW may involve some limited abstracting and deed research, however, detail boundary category survey is excluded in determination except for right-of-way acquisition parcels.
6. Plan view drawings will be prepared containing all topographic information and utilities in AutoCAD format.
7. Trees will be located with a diameter of 6 inches or greater measured from the ground 4 feet upward and in other cases define the tree line limits.
8. ASCII files of point numbers, coordinates, and descriptions will be provided.
9. Prepare control sheets for future construction

Probing or any excavation work to obtain utility information is beyond the scope of project. Electric and communication manholes will not be opened under the scope of this project. The information on electric and communication cable/conduit lines are typically shown based on the available record drawings.

The proposal excludes environmental concerns such as wetlands or borehole locations. This will be an addition scope depending on the perimeter of the areas and coordination with ARKK Engineers.

The proposal excludes below bridge details and will include topographic of ditch crossings and pipes.

AGS will not probe any pipeline crossings. We will coordinate with pipeline companies to probe their lines. Should they not probe their lines, we will request plans to supplement any pipeline markers found.

**Fee and Schedule:**

The fee for the above-described work is as follows:

Survey Fee:               \$49,975.00

Survey will be completed within 45 days upon your authorization to proceed and will notify of weather conditions delaying the deliverable date.

AGS appreciates the opportunity to submit our proposal and are certainly looking forward to working with ARKK Engineers on this project. If we can provide additional information or be of further service, please do not hesitate to contact us. Should this proposal be acceptable, please sign, date, and return a copy to me for our files (email: [gcervin@ags-e-c.com](mailto:gcervin@ags-e-c.com)). This will serve as acceptance of the terms contained herein and will serve as our written authorization to proceed.

Best regards,  
Ally General Solutions, LLC (AGS)

*Grace Y. Cervin*

Grace Y. Cervin, RPLS  
Vice President

IN AGREEMENT WITH ABOVE:

\_\_\_\_\_  
*Mr. David Fattig*

\_\_\_\_\_  
Date:

January 10, 2020

Via e-mail: madhu.kilambi@arkkengineers.com

Mr. Madhu Kilambi, P.E.  
ARRK Engineers  
7322 Southwest Fwy, Suite 1040  
Houston, Texas 77074

Re: Urban Forestry Consulting Services Proposal–Design Review and comments of City of League City, FM 518 Water Line Replacement Project (Highway 3 and Interstate 45).

Dear Mr. Kilambi,

C.N. Koehl Urban Forestry, Inc. (Consultant) is pleased to provide the following proposal to ARRK Engineers(Client) for providing Urban Forestry Consulting services for Design Review and comments on the City of League City, FM 518 Water Line Replacement Project.

**Scope of the Project**

The scope of the project will involve Civil Design Review and comments relative to Tree Preservation and constructability.

**Scope of Services**

The Scope of Services includes Urban Forestry Consulting Services for Civil Design Review and Comments relative to Tree Preservation and Constructability during design phase by Client.

1. On-Site Design Review and Tree Data Collection – Consultant will visit project site with P&P drawings provided by Client to evaluate proposed design impacts on long-term tree preservation and constructability.
2. 60% Submittal Design Review-Consultant will review proposed P&P drawings and tree data collected in field for Tree Preservation and Constructability concerns. Review findings will be marked up on P&P and returned to Client.
3. 90% Submittal Design Review-Consultant will review proposed P&P drawings and tree data collected in field for Tree Preservation and Constructability concerns and incorporation of comments provided prior to 60% submittal. Review findings will be marked up on P&P and returned to Client.

4. Final Submittal Design Review-Consultant will review proposed P&P drawings and tree data collected in field for Tree Preservation and Constructability concerns and incorporation of comments provided prior to 90% submittal. Review findings will be marked up on P&P and returned to Client.

**Producible**

Consultant will provide Client:

1. Markup of P&P drawings, provided by Client, with design review comments prior to each submittal.

**Client Responsibilities**

The Client will be responsible for providing:

1. Access to project site for On-Site tree assessment.
2. PDF of P&P drawings prior to each submittal.

**Professional Fees**

Services will be provided based upon an hourly rate of \$125.00 and are anticipated to not exceed a total of 23.0 hours, for an estimated total fee not to exceed **\$3,000.00**; including reimbursable expenses. Hours not used will not be invoiced.

Reimbursable expenses will include mileage, delivery and postage. Mileage will be billed at rate included below.

Anticipated fee accruals for Urban Forestry Consulting Services are:

1. On-site Tree Inventory – 8.0 hours @ \$125.00/hour = \$1,000.00
2. 180 miles @ \$0.50/mile = \$90.00
3. 60% Design Review & Comments – 7.0 hours @ \$125.00/hour = \$870.00
4. 90% Design Review & Comments – 4.0 hours @ \$125.00/hour = \$500.00
5. Final Design Review & Comments – 4.0 hours @ \$125.00/hour = \$500.00

**Billing/Payment Procedure**

Invoices will be issued for work monthly. Consultant shall not be held responsible and reserves the right to re-negotiate if the project scope expands beyond the current understanding of the work.

Payments are due within fifteen (15) business days of ARRK receiving payment from client. Late payments will be assessed an additional 1.5% of the monthly invoice if payment has not been received within 15 days of ARRK receiving payment.

If you have any questions concerning this proposal, please contact me.

Sincerely,



Craig N. Koehl  
Urban Forestry Consultant