



PROFESSIONAL SERVICES AGREEMENT

(version 11-10-2020)

This AGREEMENT (“Agreement”) is entered by and between **ARKK Engineers** (“Professional”), located at **7322 Southwest Fwy Suite 1040** 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 **Professional Engineering Services**. 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 12, 2021** and shall expire on **April 10, 2022**. 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 **\$288,950.00** 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 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 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:** 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, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work 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 _____. *(date to be filled in by City Secretary)*

ARKK ENGINEERS - "Professional"



Madhu Kilambi, P.E.

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
(21 number of pages, including this page)

See Next Page

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 16-inch diameter sanitary sewer force main, from the existing Meadowbend Lift Station at the abandoned wastewater treatment plant to the existing discharge manhole on the south side of FM 518 near Louisiana Avenue. The existing force main is being replaced with a new 16-inch diameter force main.

The majority of the existing force main alignment is located along FM 518 (TxDOT right-of-way), between South Shore Blvd and the pipeline corridor near Louisiana Avenue. In an effort to minimize construction along FM 518 within TxDOT's right-of-way and avoid crossing the intersection at South Shore Blvd, ARKK with concurrence from City staff is proposing an alternative alignment for a portion of the new replacement force main. The proposed 16-inch force main will connect to the existing discharge header at the Meadowbend Lift Station site and run west along the City's drainage ditch towards Meadow Parkway. The new force main will extend north along Meadow Parkway to FM 518 and then west along FM 518 to the existing discharge manhole. The total footage of force main to be replaced is estimated to be approximately 7,300 linear feet. The proposed force main is anticipated to be installed by predominantly trenchless installation methods (i.e., auger and horizontal directional drilling). The construction budget allocated for the force main replacement is \$2,260,000. At this time, no additional easements are anticipated to be required for this project and the proposed force main will be installed within the right of way. In the event, during the design phase easements are determined to be required, ARKK will submit a separate proposal to the City for approval.

This proposal addresses the engineering services ARKK Engineers will provide the City during the design and construction phases, including topographic surveying, geotechnical engineering, plan reproduction, and services that are required to complete the project. 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 separately with a material testing firm during construction.

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 existing utilities designated for replacement from the City.
- Obtain available maintenance records from the City on the selected utilities.
- Coordinate with the surveying sub-consultant and authorize topographic survey on the project alignment.
- Prepare base mapping of the force main replacement project area.
- 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 of data 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.
- Meet with construction contractors to go over the project and obtain budgetary unit pricing data.
- Prepare and submit to City 60% bid document package comprised of plan drawings and specifications for the force main replacement.
- Submit 60% plan drawings to private utility companies for review and comments.
- 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 engineer's 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, contract times, bidders qualifications, and prepare an engineering letter of recommendation for City Council award of the construction contract.
- Prepare a maximum of five (5) contract documents for contractor's agreement with the City.

3. Construction Administration Services:

- Conduct a pre-construction conference for the project.
- Review and respond accordingly to 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. Surveying Services

- Utilize a survey sub-consultant to perform topographic surveying services supporting the design of the project.
- Conduct approximately 7,350 linear feet of topographic survey for the force main 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.

- Due to the trenchless nature (limited excavation) of the proposed force main replacement (HDD, augered construction), 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 15 borings at an average depth of 15 feet per bore (total vertical footage is 225 V.F.) is included in this proposal.
- Utilize a subcontract geotechnical firm mutually agreeable to the City and ARKK.

3. Reproduction

- 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.

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. 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.

6. Consultation with Urban Forester

- A budget for consultation with an Urban Forester is included. This task will only be utilized upon completion of the 60% submittal to the City. Tree protection plans related to this project will be prepared by the Urban Forester sub-consultant.
- The urban forester will visit the project alignment to determine necessary tree protection measures and include details, specifications and pay items in the contract documents, if necessary.

- Submit the tree protection drawings for review by City's Urban Forester. Coordinate with the City's Urban Forester for review and comments.

7. SUE Services Budget

- Perform Subsurface Utility engineering services at critical locations along the project alignment (outside pavement limits) to locate critical crossings I needed along the alignment.
- The critical locations will be determined after the 60% submittal in consultation with the City. Therefore, a budget is included with this proposal at this time.
- Coordinate the work during with the SUE services sub-consultant.

8. 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.

9. 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 A-1 - FEE

Basic Services:

Design: Lump Sum amount of:	\$149,750.00
Bid Phase: Lump Sum amount of:	\$ 3,750.00
Construction Administration: Lump Sum amount of:	<u>\$ 26,450.00</u>
Sub-Total	\$179,950.00

Additional Services:

Surveying Services: Cost plus 10%	\$ 45,100.00
Geotechnical Services: Cost plus 10%	\$ 21,650.00
TxDOT Permitting: lump Sum amount of:	\$ 5,000.00
Storm Water Pollution Prevention Plan: lump sum amount of:	\$ 2,500.00
Urban Forester Services: Cost plus 10%	\$ 5,750.00
*SUE Services & Coordination: Hourly & Cost plus 10%:	\$ 6,500.00
*Reproduction Budget: Cost plus 10%	\$ 1,000.00
*Miscellaneous Services: Hourly, Not to Exceed	\$ 9,000.00
*Construction Support Services: Hourly, Not to Exceed:	<u>\$ 12,500.00</u>
Sub-Total	\$109,000.00

Total Fee	\$288,950.00
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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.

EXHIBIT A-2

RATE SCHEDULE

<u>Employee Classification</u>	<u>Billing Rate per hr</u>
Senior Project Manager	\$175.00
Project Manager	\$125.00 – \$160.00
Project Engineer	\$100.00 – \$125.00
CADD Operator	\$ 75.00 – \$100.00
Construction Administrator	\$125.00
Site Representative	\$95.00

Hourly billed services will be invoiced based on direct labor costs (raw salary) times a multiplier of 2.99. Reimbursable Expenses will be charged at cost plus 10%. Company Principals acting in the role of Senior Project Manager will bill at the Senior Project Manage rate.

EXHIBIT A-3

SUBMITTAL SCHEDULE

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

Preliminary Engineering Drawings - 30% Design Milestone

- 120 days to complete from Notice to Proceed Date. Topographic survey for the force main project will be authorized and is expected to take 75 days of this total 120-day schedule.

60% Design Milestone

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

90% Design Milestone

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

100% Design Milestone

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

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services 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
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

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

PROJECT SCHEDULE - MEADOWBEND FORCE MAIN PROJECT

[illegible]



Ally General Solutions, LLC
dba AGS Engineering & Construction
7070 West 43rd 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)

November 30, 2020

Mr. Doug Bradford, P.E.
ARKK Engineers
7322 Southwest Fwy., Ste. 1040
Houston, Texas 77074
Doug.bradford@arkkengineers.com
713-400-2755

RE: League City, Texas (Meadowbend 16" Force Main Project)

Dear Doug:

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 Meadowbend 16" Force Main Project survey which will comprise of the following:

Part I: Lift Station Tract

Limited topographic survey within the WWTP including concrete slabs, valves, generators, etc. Additionally, topographic at 50' cross sections extending 100' from the west property line (approximately 300' south of WWTP).

Part II: Force Main Alignment

Topographic survey along proposed force main line will include the following limits:

- 2,200' along the north side of the League City ditch from the WWTP to the west ROW of Meadow Parkway
- 1,850' along ROW of Meadow Parkway from League City ditch to the north ROW of FM 518
- 3,000' along FM 518 from Meadow Parkway to existing 16" Force Main located east of existing pipelines

The topographic limits along the ditch will include the northern bank from ditch centerline to northern fence.

The topographic limits along Meadow Parkway and FM 518 will include full ROW plus an additional 20' if permissible.

Horizontal and Vertical Datum:

Horizontal and vertical controls will be established and tied to 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

Additionally, the topographic design survey will include the following:

1. 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.
2. 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.
3. 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.
4. Plan view drawings will be prepared containing all topographic information and utilities in AutoCAD format.
5. 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.
6. ASCII files of point numbers, coordinates, and descriptions will be provided.
7. 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: \$41,000.00

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). 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. Doug Bradford, P.E.

Date:



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140518899

December 1, 2020

Mr. Doug Bradford, P.E.
Project Manager
ARKK Engineers, Inc.
7322 Southwest Freeway, Suite 1040
Houston, Texas 77074

**Re: Proposal for Geotechnical Services
16-inch Force Main Replacement Project
League City, Texas**

Dear Mr. Bradford:

In accordance with your request on November 24, 2020, Geotest Engineering, Inc. is pleased to submit this proposal for the referenced project. Based on the provided information, we understand that the scope of the project will include 16-inch force main replacement, to re-route a portion of the existing force main alignment proposed along FM 518 from pipeline easement crossing to the east of Louisiana Avenue to Southshore Blvd. for approximately 7,300 LF, in order to minimize work along FM 518. Currently, the project is in the preliminary stage and the exact alignment of the new force main is not finalized yet, however, it will include Meadow Parkway and the City's drainage ditch alignment to the south of FM 518. Majority of the proposed force main will be installed by trenchless construction (either HDD or auger), and isolated areas where open cut construction is possible.

Purpose and Scope

The purpose of this investigation is to explore subsurface soil and water level conditions for the proposed force main replacement project in City of League City, Texas. The scope of this investigation is based on the information provided to us in your e-mail on November 24, 2020, and will include the following tasks:

- Coordinate with TxDOT for lane closure/traffic control for drilling proposed along FM 518.
- Perform concrete coring where required.
- Drilling and sampling a total of fifteen (15) soil borings each to a depth of 15 feet.

The number and depth of borings is as suggested by ARKK Engineers, Inc.

- 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 soil samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the design of the proposed force main replacement including excavation stability, bedding and backfill, groundwater control, and construction considerations.
- Prepare a geotechnical investigation report including field and laboratory data and geotechnical recommendations.

It is our understanding that your surveyors will tie-in our borings after completion of the drilling.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization or one (1) week after receiving TxDOT lane closure permits, 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 two (2) weeks. A geotechnical report, which will include field and laboratory data and

December 1, 2020

geotechnical recommendations, will be submitted in about eight (8) weeks after receiving the TxDOT permit.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$19,676.00. 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. Please indicate your formal acceptance by signing one copy of this letter in the space below and returning one original to us.

Sincerely,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410



Krishna M. Pradeep
Graduate Engineer



Naresh Kolli, P.E.
Project Manager

NK\kmp
Copies Submitted: (1-PDF)
Enclosure: Attachment No. 1 – Cost Breakdown
PC38\Geotechnical\Proposals\40518899.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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	\$400.00	\$400.00
Drilling and Continous Sampling (0'-20')	225.0	ft.	\$19.00	\$4,275.00
Grouting of Completed Bore Holes	225.0	ft.	\$6.00	\$1,350.00
Utility Clerance for Boring Locations,Marking borings and Field Coordination	8.0	hr.	\$65.00	\$520.00
Vehicle Charge	6.0	hr.	\$10.00	\$60.00
Concrete Coring	1.0	min	\$300.00	\$300.00
Traffic Control Cost for TxDOT Lane Closure (FM 518)	1.0	day	\$1,500.00	\$1,500.00
Traffic Control Cost for Minor Street (Meadow Pkwy)	1.0	day	\$700.00	\$700.00
			Subtotal	\$9,105.00
<u>Laboratory Testing</u>				
Liquid and Plastic Limits	30	ea.	\$60.00	\$1,800.00
Moisture Content Only	90	ea.	\$9.00	\$810.00
Percent Passing No. 200 Sieve	30	ea.	\$46.00	\$1,380.00
Unconsolidated Undrained Triaxial Compression	23	ea.	\$61.00	\$1,403.00
			Subtotal	\$5,393.00
<u>Engineering Services</u>				
Sr. Engineer	3	hrs.	\$150.00	\$450.00
Project Engineer	12	hrs.	\$105.00	\$1,260.00
Graduate Engineer	36	hrs.	\$83.00	\$2,988.00
Support Personnel, Word Processing	8	hrs.	\$60.00	\$480.00
			Subtotal	\$5,178.00
			Total	\$19,676.00

December 2, 2020

Mr. Doug Bradford, P.E.
ARRK Engineers
7322 Southwest Fwy, Suite 1040
Houston, Texas 77074

Re: Proposal for Urban Forestry Consulting Services on the City of League City, 16"
Force Main Replacement Project along FM 518 and Meadowbend Parkway.

Dear Mr. Bradford,

As per your request, C.N. Koehl Urban Forestry, Inc proposes to provide Urban Forestry Consulting services for the design phase of the 16" Force Main Replacement Project. Approximately 2,400 linear feet of project right of way and easements along FM 518, Meadowbend Parkway and drainage ditch will be evaluated for proposed force main construction. Based on your request for proposal, and our most recent experience on similar projects, we propose to provide the following Urban Forestry services:

Field Evaluation/Site Visit

We will walk each side of every street and easement on which construction is proposed and evaluate the species, size, condition, and preservation feasibility of each tree. We will confirm the surveyed location of each tree and approximately locate any trees that may be impacted that were not picked up by surveyor. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival. The field evaluation will be scheduled in conjunction with our preliminary evaluation and plan. The data collected and used in the preliminary evaluation will also be used for the final evaluation and tree preservation plan.

Fee for Field Evaluation/Site Visit

9.0 hours @ \$125.00.....\$1,125.00

60% Submittal Tree Preservation Plan

The plan and profile drawings, provided by the engineer, will be reviewed prior to the 60% submittal, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, anticipated treatment. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the structural root system. Destroying too much of the structural root system leaves the tree unstable, which could create liabilities. Should we find any conflicts with proposed construction or any liability issues we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as

shifting bends, or a trenchless construction, will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and emailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival and compliance with the City's Tree Ordinance. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, trenchless construction, etc.). A specification addressing tree protection will be provided to address all recommendations made in the treatment schedule and on the plans. Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The 60% submittal tree protection plan, specifications, and quantity totals and cost estimates will be emailed to you so that your staff may use the specs and quantity estimates as needed and plot the tree protection plan as it is needed. The AutoCad drawn tree protection plan would include our logo with a signature line, which we will provide a signed PDF file at the mylar stage. The tree protection plan, specifications and quantity/cost estimate can be included in your final submittal. We will need 12-14 business days to schedule and complete the field evaluation and 60 % tree protection plan.

Fee for Evaluation/60% Submittal Tree Protection Plan	
15.0 hours @ \$125.00.....	\$1,875.00

90% Submittal Tree Preservation Plan

We will review the construction design prior to the 90% submittal, following comments from the City on recommendations made in the 60% submittal, to ensure that any design changes that may have been made are incorporated into the 90% tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates, and specifications will be updated and forwarded to engineer for inclusion in project. We will need 7-10 business days to schedule and complete the 90% Tree Preservation Plan.

Fee for 90% Submittal Tree Protection Plan	
6.0 hours @ \$125.00/hour.....	\$750.00

Final Submittal Tree Preservation Plan

We will review the construction design prior to the final submittal, following comments from the City on recommendations made in the 90% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates, and specifications will be updated and forwarded to engineer for inclusion in project. We will need 7-10 business days to schedule and complete the final Tree Preservation Plan.

Fee for 90% Submittal Tree Protection Plan
6.0 hours @ \$125.00/hour..... \$750.00

Drafting AutoCAD(DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format. We will use the project title block and insert plan drawings at a 1:40 scale, double banked on each sheet, similar to most traffic control plans. 1-2 sheets including the tree protection details will also be included. This format typically allows us to fit approximately 1,200-1,500 l.f. per sheet, which would give us 3-4 total sheets on this project. The drawings will be emailed, posted to your ftp site, or uploaded to your ftp site, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Fee for Drafting DWG files of the Tree Preservation Plan
12.0 hours @ \$60.00/hour..... \$720.00

Total Phase 2 Fees

CAD Drawn DWG files of Tree Protection Plan.....\$5,220.00

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Baytown Street Reconstruction, and numerous City of Houston waterline and sewer projects in the past. It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan and profile sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me at 281-391-0022.

Respectfully submitted,



Craig N. Koehl
Urban Forestry Consultant