



## **PROFESSIONAL SERVICES AGREEMENT**

(version 11-10-2020)

This AGREEMENT (“Agreement”) is entered by and between **Oller Engineering, INC** (“Professional”), located at **2901 Wilcrest Dr., Suite 550, Houston, TX 77042** 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 for design services related to the State Highway 3 Lift Station Upgrade & Force Main Replacement Project (WW1801G)**. 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 **July 13, 2021** and shall expire on **May 23, 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 **\$114,710.00** 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,

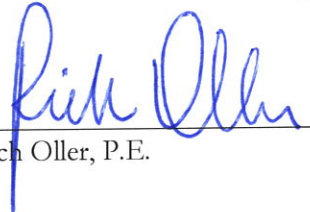
illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree 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)*

**OLLER ENGINEERING, INC - "Professional"**

  
\_\_\_\_\_  
Rich Oller, 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**  
(14) number of pages, including this page)

See Next Page



## EXHIBIT "A1"

### **GENERAL OVERVIEW & SCOPE OF SERVICES HWY 3/96 Lift Station**

#### **General Overview**

This proposal is based on our understanding of the project as discussed in an on-site walk through of the existing lift station and from discussions with City staff. This proposal consists of providing engineering design and construction phase services associated with the replacement of the existing 10-inch diameter asbestos cement (AC) sanitary sewer force main, from the existing Highway 3/96 Lift Station to the existing discharge manhole on the east side of Hwy 3 approximately 310 feet north of the existing lift station. The existing force main is being replaced with a new 10-inch diameter force main. The proposed material for this force main is HDPE or fusible PVC.

Most of the existing force main alignment is located along Hwy 3 (TxDOT Right-Of-Way (ROW)). An asbestos safety plan will be required to be completed for the tie-in and removal of a small portion of the AC pipe replacing it with PVC or HDPE. An alternative force main replacement could be done by directionally drilling adjacent to the existing AC force main and abandoning the AC force main in place. The Right of Way is crowded, and additional temporary construction easement may be required to replace the existing force main by directional drilling. Additional easements are anticipated to be required for this project in and around the existing lift station to allow discharge piping to be connected in a revised above grade design. The exact amount of easement required will be determined once a survey is completed. The existing lift station is located in Centerpoint Electric's (CPE) dedicated easement.

The existing lift station is a previous wet-well/dry well construction. A precast wet-well with submersible pumps was added some years ago. The dry well currently houses the discharge piping and valves. Staff requested that the renovation include cleaning and coating of the interior of the existing wet-well to prevent corrosion, replace all existing piping, suction and discharge, submersible duplex pumps and controls, relocate all discharge piping currently inside the dry well to above ground consistent with other lift stations in the collection system all above ground piping shall be ductile iron with flanged fittings. New stainless steel electrical panels with a generator plug-in and disconnect shall be provided.

This proposal addresses the engineering services OEI Engineers will provide the City during the design and construction phases, including topographic/boundary surveying, plan reproduction, and other 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 OEI 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 if required.





## **SCOPE OF SERVICES**

### **I. BASIC SERVICES**

#### **1. Design Services**

- a. Obtain information on the existing private utilities (gas, electric, cable, pipelines, etc.) for the project areas.
- b. Obtain available record drawings on existing utilities designated for replacement from the City.
- c. Design by-pass pumping requirements.
- d. Coordinate with the surveying sub-consultant and authorize topographic and boundary surveys to identify existing ownership and easements of the land for the lift station site and force main alignment.
- e. Prepare base mapping of the force main replacement project area and lift station to identify any new easement requirements.
- f. Coordinate with the City during the design phase.

#### **Electrical Design Sub-Consultant Design Scope:**

- 1. Electrical design shall include reviewing existing electrical service to meet current City code requirements, sizing new electrical panels and disconnects, reviewing pump supplied controls and allocating power for controls, preparing riser diagrams and specifications for improvements to the lift station.
- g. Prepare 30% Preliminary Engineering Plans. Meet with City staff at the 30% Design Phase. Identify any permanent and/or temporary construction easements that may be required.
- h. Prepare a utility conflict list of data provided by the utility companies as part of the 30% submittal.
- i. Proceed with the final engineering design based on input/direction from the City during the 30% Design Meeting and plan reviews.
- j. Meet with construction contractors to go over the project and obtain budgetary unit pricing data.
- k. Prepare and submit to City 60% bid document package comprised of plan drawings and specifications for the force main replacement and lift station rehabilitation.
- l. Submit 60% plan drawings to private utility companies for review and comments. *Attend utility conflict meeting with all franchise utilities to ensure effective relocation efforts are being implemented.*
- m. Incorporate comments from the City and the private utility companies into the bid documents.
- n. Prepare and submit to City 90% bid document package comprised of plan drawings and specifications for the lift station and force main improvements.
- o. Incorporate comments from various entities into the final bid document.



- p. Prepare an engineer's cost estimate for the project at the 30%, 60%, 90%, and 100% completion stages.
- q. Furnish two (4) set of full size and (4) half size plans and specifications including digital files for each submittal to the City.
- r. *Attend monthly design progress meetings.*

## **2. Bid Phase Services**

- a. Assist the City in obtaining bids. The City of League City will advertise the project and will absorb all related advertising costs. OEI will coordinate with the City and will assist in developing the wording of the advertisement.
- b. Dispense construction documents via the CivCast USA online plan room (by Amtek USA) to prospective bidders. Also contact contractors from OEI's list of contractors specializing in lift station construction.
- c. Conduct a pre-bid conference for potential bidders. Prepare meeting agenda and minutes summary.
- d. During the bidding phase for the project, provide information to, and answer questions from prospective bidders regarding the project.
- e. Prepare addendums to the contract as necessary for the project.
- f. Attend bid openings for the project.
- g. Prepare bid tabulation for the project. Check the bids for mathematical errors and/or bid irregularities.
- h. 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.
- i. Prepare an engineering letter of recommendation for City Council award of a construction contract.
- j. Provide *five (5)* copies of conformed project manuals (contract documents) for contract execution between City and the contractor.

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

- a. Conduct a pre-construction conference for the project.
- b. Provide *five (5)* copies of contract documents, plans and specifications to City and contractor for construction purposes
- c. Review and respond accordingly to submittals as required by the specifications.

- d. Review and respond to requests for information (RFI's) from the contractor.
- e. Prepare change orders as necessitated by field conditions.
- f. Review the contractor's pay estimates and make payment recommendations to the City based on input from City of League City's site representative.
- g. 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 an on-site representative to observe the progress of work during construction.
- h. OEI 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). OEI'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 OEI will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and based on on-site observations OEI 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.
- i. Conduct a Substantial Completion walk through with City Staff and Contractor and prepare a punch list.
- j. Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- k. Engineer shall provide one set of plans and digital copy of the 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 and boundary surveying services supporting the design of the project for line and lift station inclusive.
- Conduct approximately 350 linear feet of topographic survey for the force main replacement alignment, including topo of the existing lift station.



## **2. Additional Design Services**

- Provide additional design services as warranted and authorized by the City. Service shall be billed on an hourly basis per schedule of rates and shall not proceed without prior authorization.

## **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 Hwy 3 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. Additional Construction Support Services:**

- 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 "A2"**  
**PROFESSIONAL PROJECT FEES/BUDGET**

<b>Basic Services: Civil &amp; Electrical:</b>	<b>Fee</b>	
1. Design Plans & Specifications Lump Sum	\$65,710.00	**
2. Bid Phase: Lump Sum	\$4,000.00	
3. Construction Administration: Lump Sum	\$13,000.00	
<b>Subtotal Basic Services</b>	<b>\$84,710.00</b>	
<b>Additional Services:</b>		
1. Surveying: Cost plus 10%	\$6,500.00	**
2. TxDOT Permitting: Lump Sum	\$2,500.00	
3. Reproduction: Cost plus 10%	\$1,500.00	
Miscellaneous Services: Not To Exceed	\$5,000.00	
Easement Allowance for Lift Station on CPE land	\$7,500.00	*
Additional Construction Phase Support Service: Not To Exceed	\$7,000.00	
<b>Subtotal</b>	<b>\$30,000.00</b>	
<b>Total Fee</b>	<b>\$114,710.00</b>	

\*\* Time critical tasks totaling \$72,210.00  
to be completed in 135 calendar days

*Note: Surveying costs were reduced by using a different surveyor.*

*\* Easement allowance added for lift station easement revisions in Center Point Energy property for fencing and legal descriptions.*

## **EXHIBIT 'A3'**

### **SUBMITTAL SCHEDULE**

The following is a submittal schedule for each design milestone and an estimate for Bid/Award & Construction Phases:

#### **Preliminary Engineering Drawings - 30% Design Milestone**

- 45 days to complete from Notice to Proceed Date. Topographic survey for the force main project will be authorized and is expected to take 15 days of this total 120 day schedule.

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

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

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

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

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

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

#### **Bid & Award Phase**

- Assumed 60 days

#### **Construction Phase**

- Assumed 120 days (material availability dependent)



**EXHIBIT 'A4'**

**RATE SCHEDULE**

<b><u>Employee Classification</u></b>	<b><u>Billing Rate per hr</u></b>
Principal-in-Charge	\$220.00
Senior Project Manager	\$185.00
Project Manager	\$175.00
Project Engineer	\$ 150.00
CADD-GIS Design	\$125.00
Site Representative	\$95.00

Hourly billed services will be invoiced based on schedule of rates as shown above. Reimbursable Expenses and surveying subconsultant will be charged at cost plus 10%.

## **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

City of League City OEI Work Plan/Schedule OEI Preliminary Task Driven Schedule with Resources																																																											
				June				July				Aug					Sep				Oct				Nov					Dec				Jan					Feb				Mar				Apr					May					Jun		
		Weeks of the Month		6	13	20	27	5	12	19	26	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Project Tasks:	Resources	Skills	Design Phase																																																								
Milestone 1: Preliminary Engr'g., Survey/Topo/Easement Delineation/TxDOT Permit/CPE Coordination (45 days)			30%																																																								
Notice to Proceed	Assumed Aug. 1, 2021																																																										
Coordinate Survey of LS & Force Main	Rich Oller, Darby Adams	Principle, PM	30%																																																								
Prepare documents for TxDOT ROW permit	Daniel Romero	Intern	30%																																																								
Coordinate CPE easement for LS boundary & fence	Darby Adams	PM	30%																																																								
Layout of force main in ROW identify conflicts	Schmidt, Erika Marquez		30%																																																								
Force main/pump design calcs & cycle times	Erika Marquez & Darby Adams	PM, Project Engineer & CAD Tech																																																									
Force Main burst-in-place or replace decision w/City	Rich Oller, Darby Adams	Prinicple, PM	30%																																																								
Coordinate Existg Stormsewer with TxDOT HWY 3	Erika Marquez	Design Engineer	30%																																																								
CAD Base Map Drawings	Jason Schmidt, Erika Marquez, Darby Adams	CAD Tech, Proj Engineer, PM	30%																																																								
Electrical Sub collect existg panel & wire sizes	Marcus Keslin, Darby Adams	Elec. Design	30%																																																								
30% plan review with City	Rich Oller, Darby Adams	PIC, PM																																																									
Prepare notes and directives from 30% review	Darby Adams	PM																																																									
Milestone 2: 60% Design (45 days)																																																											
Finalize force main alignment & replacement method	Darby Adams, Jason SchmidtErika Marquez	PM, CAD Tech, Design Engr	60%																																																								
Finalize calculations as req'd by TCEQ for rehab	Darby Admas, Ericka Marquez, Daniel Romero	PM, Design Engr, Intern	60%																																																								
Prepare final Easements for force main & LS coordinate with City, CPE & TxDOT	Darby Adams, Rich Oller, Ericka Marquez	Principle, PM, Design Engr	60%																																																								
Design layout for LS discharge piping w/CPE review	RO, Darby Adams, Jason Schmidt	Principle, PM CAD Tech	60%																																																								
Prepare plans for dry pit demo	Darby Adams, Ericka Marquez, Jason Schmidt	PM, Design Engr, CAD	60%																																																								
Prepare plan & coordinate w/City bypass pumping	RO, Darby Adams, Jason Schmidt	Princ., PM, CAD	60%																																																								
Prepare detail piping schematics	Darby Adams, Jason Schmidt, Erika Marquez	PM, Design Engr, CAD	60%																																																								
Coordinate and design stormwater conveyance w/TxDOT Hwy 3	Darby Adams, Jason Schmidt	PM, CAD	60%																																																								
Prepare CAD drawings for all proposed improvements	Darby Adams, Jason Schmidt	PM, CAD	60%																																																								
Prepare OPCC for City	Darby Adams, Ericka Marquez	PM, Design Engr																																																									
Administrative Specifications	Darby Adams, Erika Marquez	PM, Proj Eng	60%																																																								
Technical Specifications	Darby Adams, Erika Marquez	PM, Proj Eng	60%																																																								
Submit 60% review set to City	RO, Darby Adams, Jason Schmidt	Princ., PM, CAD	60%																																																								
Review comments and make adjustments as needed	RO, Darby Adams	Princ., PM, CAD	60%																																																								
Milestone 3: 90% Design (30 days)																																																											
Complete drawings & technical specifications	Darby Adams, Ericka Marquez	PM, Design Engr	90%																																																								
Prepare documents & submit project to TCEQ	Darby Adams, Jason Schmidt, Ericka Marquez	PM, CAD, Design Engr	90%																																																								
Finalize all utiltiy conflicts & coordinate with City	Darby Adams	PM	90%																																																								
Review administrative specifications with City & update	Darby Adams	PM	90%																																																								
Coordinate and finalize LS enclosure area with CPE	Darby Adams	PM	90%																																																								
Prepare updated OPCC for City	Darby Adams, Ericka Marquez	PM, Design Engr	90%																																																								
Prepare Advertisement for bid in coordination with City	Darby Adams, Ericka Marquez	PM	90%																																																								
Assist City in soliciting qualified contractors	Darby Adams, Ericka Marquez	PM, Design Engr	90%																																																								
Milestone 4: 100% Design (15 days)			100%																																																								
Complete all comments by City & other agencies	LC staff and OEI	LC, OEI	100%																																																								
Update all plans & specifications to reflect comments	DA, Jason Schmidt	PM, CAD	100%																																																								
Update OPCC	DA, Ericka Marquez	PM, Design Engr	100%																																																								
Submit 100% Plans & Specifications to City	RO, DA	Princ., PM	100%																																																								
Advertise, Bid & Award (60 days)																																																											
Assist City in preparing Advertisement for Bids	DA, Ericka Marquez, LC Staff	PM, Design Engr, LC Staff																																																									
Civcast Posting	DA	PM																																																									
Field questions from prospective bidders	DA	PM																																																									
Pre-Bid Conference for prospective bidders	RO, DA	Princ., PM																																																									
Attend bid opening	RO, DA	Princ., PM																																																									
Open Bids	RO, DA, LC Staff	Princ., PM, LC staff																																																									

[illegible]



LLC, PROFESSIONAL LAND SURVEYORS

Oller Engineering, Inc.  
2811 S. Loop 289, Suite 17  
Lubbock, TX 79423  
Office: 806.993.6226

Attn: Rich Oller, P.E.

Date: June 28, 2021

RE: City of League City Lift Station Northeast Corner Hwy 3 & 96

Dear Mr. Oller

### **Introduction**

Thank you for the opportunity to provide this proposal for surveying services for the above referenced project. Based on your email and supplied maps we have identified a scope of work and a lump sum fee for your project.

### **Project Overview**

Prepare a topographic survey for use in the design and upgrade of the sanitary lift station located at the northeast corner of State Highway 3 and League City Parkway.

Prepare route topographic survey along the northerly right of way line of State Highway 3 for approximately 200 feet northeast to the existing sanitary sewer manhole.

Prepare a boundary survey to determine the location of the lift station relative to the Centerpoint Energy fee strip and the right of way line of State Highway 3.

Submit a document request to Centerpoint Energy to do a records search for an existing easement to the City of League City for the lift station site.

If an existing easement is not located prepare survey and survey exhibits to submit to Centerpoint Energy to evaluate easement request. Additional engineering drawings including proposed improvements will be required by Centerpoint and must be supplied by a Professional Engineer and are outside the scope of this proposal. Surveyor will coordinate with Centerpoint Energy for the timely submittal of information request but makes no warranty to the decision of Centerpoint to approve or deny the easement request.

Prepare a survey exhibit drawing for a 10' wide sanitary sewer easement adjacent to the northerly right of way of State Highway 3 and crossing the CPAC Holding LLC tract and described in G.C.C.F. No. 20200023428.

Page 1 of 3 Initials RM Initials \_\_\_\_\_

2805 25<sup>th</sup> Ave. N  
TEXAS CITY TX. 77590  
TEL: 409-938-8700 FAX: 866-678-7685  
[info@ellissurvey.com](mailto:info@ellissurvey.com)  
Texas Firm Reg. No. 100340-00





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### Scope of Work

- Topographic survey of lift station site including basin dimensions and depths. Survey to include the location of the nearby CPE high voltage towers and location and height above ground of the overhead high voltage transmission lines.
- Topographic route survey from existing lift station to next sanitary manhole to the northeast along the north side of State Highway 3 (approximately 200 feet).
- Survey will be prepared in accordance with Oller Engineering survey requirements. Ellis Surveying Services makes no warranty that the underground utilities within the project area have been depicted on the survey. Ellis Surveying Services will notify Texas One-Call of the survey date and request that all underground utilities be marked, all marked utility locations will be shown on the survey but the locations should be considered as approximate.
- Prepare document search request and if required easement request to Centerpoint Energy.
- Prepare survey exhibit with metes and bounds descriptions to be attached to City of League City Lift Station Easement Agreement and 10' wide Sanitary Sewer 10' Easement. Survey exhibits to be on 8 1/2" x 11" sheets suitable for attached to easement document and filed with the County Clerk's Records.
- Survey will be tied to State Plane Coordinates (NAD83) Texas South Central Zone Elevation data to be tied to NAVD88 Geoid12B.
- Ellis survey will supply autocad file and point files in ACAD 2018 format and will supply completed and signed "Control Map" of project

### Schedule of Fees

Registered Professional Land Surveyor	\$ 205/hr.
Survey Field Crew Including Equipment	\$ 225/hr.
Cad Tech	\$ 115/hr.
Courthouse Research	\$ 75.00/hr.

### Fees, Budget & Schedule

Item No.	Street	Hours	Rate	Totals
League City Lift Station Hwy 3 & 96				
1	Survey Field Crew	16	\$205.00	\$3,280.00
2	Cad Tech	16	\$95.00	\$1,520.00
3	Document Search Request (Centerpoint)			\$800.00
4	Sanitary Sewer Easement (along Hwy 3)			\$900.00
	TOTAL			\$6,500.00

Page 2 of 3 Initials RMO Initials \_\_\_\_\_

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[info@ellissurvey.com](mailto:info@ellissurvey.com)  
Texas Firm Reg. No. 100340-00



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Please sign and return one original copy of this letter to signify your approval and acceptance.  
We appreciate this opportunity to serve you.

Sincerely,

Ellis Surveying Services

Robert Ellis RPLS

Contract accepted this 28<sup>th</sup> (Day) of June 2021.

By: 

Page 3 of 3 Initials  Initials \_\_\_\_\_

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TEXAS CITY TX. 77590  
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[info@ellissurvey.com](mailto:info@ellissurvey.com)  
Texas Firm Reg. No. 100340-00



June 28, 2021

Rich Oller  
Oller Engineering, Inc.  
2811 S. Loop 289, Suite 17  
Lubbock, Texas 79423

Subject: Rehabilitate League City Lift Station  
Engineering Services – Fee Proposal

Dear Rich:

We are pleased to offer Engineering Services for the subject project. Our understanding is that the project scope includes the following tabulated services:

1. Receive CADD backgrounds and other pertinent architectural drawings from Oller Engineering.
2. Design electrical for the electrical service and new pumps.
3. Produce design construction documents suitable for bidding the electrical work. Review and coordinate these drawings with your staff prior to issue. We exclude any plumbing, mechanical, structural or civil work associated with the project.
4. We shall produce electrical specifications.
5. We exclude reproduction of documents.
6. We have no trips scheduled for the facility. Trips shall be billed hourly plus mileage reimbursement.

The electrical design fee for the scope described shall be a lump-sum fee of **\$5,500** based on the scope enumerated above. Fee will be billed in accordance with traditional milestones established by AIA C141-1997 (95% at 100%CD, 100% at construction start). Additional services outside the scope described above (and only as authorized in advance by Oller) will be billed at an hourly rate in accordance with the attached hourly rate schedule. Contractual items between Oller Engineering and Fanning, Fanning and Associates, Inc. not covered by specific requirements of this letter will be resolved utilizing the AIA form C141-1997, Standard Form of Agreement Between Architect and Consultant except that all references to arbitration shall be deleted. If we are in agreement as to the terms of our engagement, please sign this letter and return it to me. We appreciate the opportunity to be of service to Oller.

Sincerely,  
Fanning, Fanning and Associates, Inc.

Marcus Keslin  
Project Manager

Accepted by:

  
Rich Oller  
Oller Engineering, Inc.

Attachment: HR19 Hourly Rate Schedule and Fee Calculation

## **SCHEDULE OF COMPENSATION**

### **BASIC ENGINEERING SERVICES FOR MECHANICAL, PLUMBING, ELECTRICAL, AND FIRE PROTECTION**

#### **HR19 - HOURLY RATE SCHEDULE:**

PRINCIPALS	( P )	\$ 175.00
ENGINEERS – LICENSED	( R )	\$ 150.00
ENGINEERS – GRADUATE	( G )	\$ 100.00
DESIGNER	( S )	\$ 75.00
TECHNICAL SUPPORT	( T )	\$ 70.00
CAD OPERATOR – (SENIOR)	( C )	\$ 70.00

#### **PER DIEM RATES:**

LODGING	ACTUAL COST
MEALS	ACTUAL COST
TAXI/CAR RENTAL	ACTUAL COST
COMMERCIAL AIRLINE	ACTUAL COST
PRIVATE AUTOMOBILE	IRS STANDARD/MILE

#### **REIMBURSABLES:**

PRINTING OF SPECS	\$ .15 PER SHEET
PRINTING OF SPEC COVERS	\$2.00 PER SET
BINDING OF SPECS	\$2.00 PER SET
PRINTING OF BLUELINES	\$ .40 PER SQ.FT.
PRINTING OF MYLAR	\$1.00 PER SQ.FT.
SUBCONTRACT EXPENSE	ACTUAL COST
POSTAGE/DELIVERY CHARGE	ACTUAL COST