



## **PROFESSIONAL SERVICES AGREEMENT**

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Oller Engineering, Inc** (the “Professional”), located at **3115 Allen Parkway, #300, Houston, TX 77019** 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 **Landing Lift Station Improvements Project**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
- 2. Term and Termination:** This Agreement shall commence on **April 28, 2025** and shall expire on **June 30, 2027** 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 **\$180,380** 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:** Liquidated damages **are** applicable to this transaction. 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, SUBCONTRACTOR, 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.

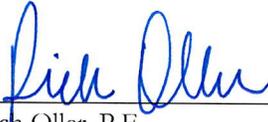
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials 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:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. 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. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(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  
(10) pages, including this page)

See Next Pages



## **EXHIBIT A**

### **GENERAL OVERVIEW & SCOPE OF SERVICES LANDING LIFT STATION REHAB**

#### **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 rehabilitation Landing lift station. Dry pit lift station designs have been subject to flooding during tropical weather events within the dry pit areas making the function of the facility sometimes inoperable until power could be restored. Additionally, the dry pit is a confined space issue.

As stated, Landing lift station is wet-well/dry well construction. 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. Additional safety features such as an access hatch safety fall cage and steps onto the elevated access hatch will also be provided in the design.

This proposal addresses the engineering services OEI Engineering, Inc. will provide the City during the design and construction phases, including topographic 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 this project. However, a budget for increased engineering project support (Construction Coordination & Administration) 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.

During a site visit with City personnel, OEI discussed additional options for improvements for overall safety, workability and access onto the site. Accessing the site was difficult due to one narrow swing gate. The current entrance and drive approach is barely wide enough to allow a city maintenance truck inside if needed. The slab around the lift station is also settled and displaced needing total replacement. Erosion around the lift station has caused damage to the slab which in time will allow additional settling issues and possible structural issues to the wet-well.

OEI is recommending demolition of the existing concrete around the lift station and adding a new pavement design to include the removal of the existing drive with a wider drive. Additionally, OEI recommends modification to the fencing around the lift station. If possible, we would like to use as much of the existing screened fence as possible by adding a rolling gate which would open rolling to the north.



## **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 surveying effort and authorize topographic survey within the boundary of the lift station fenced area and ownership and easements of the land for the lift station site.
- e.** Prepare the site plan of the lift station to identify any new easement requirements.
- f.** Coordinate with the City during the design phase.
- g.** Coordinate with the City to confirm project flows for the station per the 2023 Wastewater Master Plan.
- h.** Fill in dry pit with cement stabilized sand & replace all discharge piping with D.I. pipe above grade, include a connection for connection to a Vac truck.
- i.** Replace wet-well top and add fall prevention cage on new hatch plus add structural support for the discharge piping and new depth transducer.
- j.** Replace and provide site down lighting at lift station.
- k.** Remove all existing piping and pumps from the submersible lift station and replace with new using ductile iron pipe.
- l.** Reconnect to the existing force main.
- m.** Add steps to get up to the top of the lift station access hatch and new above ground valves and piping.
- n.** Design removal of existing drive with a wider drive to allow single-vehicle parallel parking along Landing Blvd.
- o.** Design removal and replacement of all existing concrete areas within the footprint of the station and provide better access around the wetwell and valve station. Grade new slab to drain properly.
- p.** Design removal and replacement of existing fence including a new manual or electric rolling gate. Coordinate with City on possible offset gate location to allow a wider opening
- q.** Prepare 30% Preliminary Engineering Plans. Submit pdf copy of half-size plans, cost estimate, and other documents as required by Exhibit B of Professional Service Agreement (PSA) from the City review and comments. Meet with City staff and review 30% comments. Identify any permanent and/or temporary construction easements that may be required.



- r. Prepare a utility conflict list of data provided by the utility companies as part of the 30% submittal.
- s. Proceed with the final engineering design based on input/direction from the City during the 30% Design Meeting and plan reviews.
- t. Meet with construction contractors to go over the project and obtain budgetary unit pricing data.
- u. Prepare and submit to City a pdf copy of half-size plans, list of technical specifications, cost estimate, and other documents as required by Exhibit B of PSA.
- v. 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.
- w. Incorporate comments from the City and the private utility companies into the bid documents.
- x. Prepare and submit to City a pdf copy of half-size 90% plans, technical specifications and bid document, cost estimate, and other documents as required by Exhibit B of PSA.
- y. Incorporate comments into the final bid document.
- z. Prepare an engineer's cost estimate for the project at the 30%, 60%, 90%, and 100% completion stages. All submittals will be made in accordance with the Public Infrastructure Plan Review Checklist. A written response to comments letter will be submitted with each submittal.
- aa. Attend design progress meetings.
- bb. Design all improvements to meet Federal, State and League City applicable building Codes and Ordinances.

**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.
2. Design the controls for the lift station to integrate with DataFlow SCADA system.

**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. Assist with pre-bid meeting and bid opening as needed.
- 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. Perform reference checks of lowest bidder(s).
- i. Prepare an engineering letter of recommendation for City Council award of a construction contract.
- j. Provide three (3) 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 half-size construction plans to City and contractor for construction purposes. Additionally, submit one(1) full-size set of plans to the Engineering Department.
- 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 a digital copy of the Record Drawings based on the red-line marked up as-built drawings provided by the Contractor.

## **SPECIAL SERVICES**

### **1. Surveying Services**

- Conduct a topographic survey and mapping for the purpose of all design

### **2. Miscellaneous Project Expenses**

- A budget not to exceed \$3,000 is proposed for the project's miscellaneous expenses such as reproductions, postage, deliveries, local mileage to project site and City. OEI will not exceed this budget without prior approval. All project travel are considered to be local.

### **3. Additional As-Needed Engineering Support Services**

- OEI recommends a budget not to exceed \$15,000 for any additional design or construction phase services which the City may deem necessary. Scope and fee for these services will be authorized prior to any work performed.

### **4. As-Needed Platting Services**

- OEI recommends a budget not to exceed \$16,000 for possible platting of this lift station site Surveying shall be done in-house.



**PROFESSIONAL SERVICES FEES**

<b>Basic Services:</b>	<b>Fee</b>	
1. Design Phase (Lump Sum Includes Electrical)	\$100,380.00	**
2. Topo Surveying & Mapping	\$11,000.00	**
3. Bid Phase (Lump Sum)	\$7,000.00	
4. Construction Phase (Lump Sum)	\$28,000.00	
<b>Subtotal Basic Services</b>	<b>\$146,380.00</b>	
<b>Special Services:</b>		
1. Misc. Project Expenses (NTE Budget)	\$3,000.00	
2. As-Needed Engineering Support (NTE Budget)	\$15,000.00	
3. As-Needed Platting Services (NTE Budget)	\$16,000.00	
<b>Subtotal Special Services</b>	<b>\$34,000.00</b>	
<b>GRAND TOTAL</b>	<b>\$180,380.00</b>	

\*\* Time critical tasks totaling \$111,380.00  
to be completed in 186 calendar days



## **EXHIBIT A-1**

### **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.

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

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

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

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

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

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

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

- Estimated 75 days

#### **Construction Phase**

- Estimated 240 days (material availability dependent)



**EXHIBIT A-2**

**RATE SCHEDULE**

<b><u>Employee Classification</u></b>	<b><u>Billing Rate/ hr.</u></b>
Principal-in-Charge	\$285.00
Senior Project Manager	\$245.00
Project Manager	\$185.00
Project Engineer	\$ 175.00
CADD-GIS Design	\$160.00
Site Representative	\$125.00

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



**City of League City**  
**Conceptual OPCC for Landing Lift Station Rehabilitation**  
**Date: 3/27/2025**

BID ITEM SUMMARY				Engineer's OPCC	
		Estimated Quantity	Unit	Base Bid (\$)	
				Unit Price	Total Amount
1	General Terms and Conditions, Mobilization including Bonds and Insurance. (not to exceed 15% of total base bid), complete in-full	1	L.S.	\$ 28,000.00	\$ 28,000.00
2	Storm Water Pollution Prevention Plan, including reinforced filter fabric fencing, inlet protection, etc. complete in-full	1	L.S.	\$ 7,600.00	\$ 7,600.00
3	Traffic Control	1	L.S.	\$ 9,520.00	\$ 9,520.00
4	By-Pass pumping equipment including all pumps, piping, valves, connections, labor and controls to provide wastewater bypassing operations.	1	L.S.	\$ 50,000.00	\$ 50,000.00
5	Temporary service bypass - canned individual pumping unit	1	L.S.	\$ 9,000.00	\$ 9,000.00
6	Grit removal and disposal from wet well, complete in-full	25	Wet-Ton	\$ 315.00	\$ 7,875.00
7	Demolition of dry pit piping & concrete top, as shown in project plan set, including all labor & material complete in place.	1	L.S.	\$ 22,000.00	\$ 22,000.00
8	New discharge piping above grade on existing dry-pit including all fittings, spools, valves, and appurtenances, including all labor and materials per Lump Sum	1	L.S.	\$ 141,000.00	\$ 141,000.00
9	Cement Stabilized sand fill of dry pit including labor and material complete in place.	8	C.Y.	\$ 143.50	\$ 1,148.00
10	Cleaning and disinfection of wet well and piping including labor & material complete in-full.	1	L.S.	\$ 2,850.00	\$ 2,850.00
11	Coating of existing wet well with Warren Environmental 301-14 High Performance Epoxy, complete in-full	597	S.F.	\$ 84.00	\$ 50,148.00
12	New duplex submersible Flygt 5 Hp, 400 gpm pumps including guiderail, base elbow, pump pedestal, supports, and all other required appurtenances (float switches), complete in-full	2	E.A.	\$ 59,500.00	\$ 119,000.00
13	Dwyer Transduce PBLT2/PBLTX & cable including labor and material complete in place	1	E.A.	\$ 7,200.00	\$ 7,200.00
14	New access hatch with safety grate for existing wet well, including all appurtenances, complete in-full	1	E.A.	\$ 8,300.00	\$ 8,300.00
15	New Neenah Handhold for Float switches and transducer including labor & material complete in place.	1	Job	\$ 4,760.00	\$ 4,760.00
16	Removal of existing duplex submersible pumps including all wet-well piping, emergency bypass connection, valves, supports, air vent and all required appurtenances, complete in-full	1	L.S.	\$ 12,750.00	\$ 12,750.00
17	New 12-inch Concrete Pad on top of filled dry pit for above ground lift station piping & new Wet-well top, including labor & material complete in place.	4.2	C.Y.	\$ 910.00	\$ 3,822.00
18	Removal of existing concret drive, placement of sod over area not effected by new concrete drive, including labor and material, complete in place.	15	S.Y.	\$ 26.00	\$ 390.00
19	Proposed new expanded (approx. 60-ft) concrete drive with 10-ft radius, including labor, material, complete in place.	70	S.Y.	\$ 170.00	\$ 11,900.00
20	Removal and installation once new paving is complete of old 6-ft chain link fencing with 3 strands of barbed wire across the top, green privacy slats for cahin link fence including labor & material complete in place.	168	L.F.	\$ 88.00	\$ 14,784.00
21	Rolling 20-foot gate including all labor & material complete in place	1	E.A.	\$ 4,250.00	\$ 4,250.00
22	3'-0" Manway Gate including all labor & material complete in place	1	E.A.	\$ 1,900.00	\$ 1,900.00
23	Site clean-up/restoration,including all labor & material complete in place	1	L.S.	\$ 7,500.00	\$ 7,500.00
24	Electrical improvements, as shown in the contract documents and project plan set, including demolition of existing equipment, new pump control and SCADA panels, lighting and receptacles, pump motor feeders, auto-sensory controls, terminal boxes, coordination with SCADA Consultant (Data Flow System) Robert Durham 903.33.1548, and all required appurtenances for a complete operating system as listed on the DFS Quote as "work to be performed by the contractor/others", complete in-full	1	L.S.	\$ 180,000.00	\$ 180,000.00
25	Start-up & testing, complete in full	1	L.S.	\$ 5,600.00	\$ 5,600.00
26	Cash Allowance for Miscellaneous items as directed by City the sum of:	1	AL	\$ 50,000.00	\$ 50,000.00
27	Allowance for SCADA Programming	1	L.S.	\$ 20,000.00	\$ 20,000.00
<b>Subtotal (Items 1-27)</b>				<b>\$</b>	<b>781,297.00</b>
<b>Contingency at 15%</b>				<b>\$</b>	<b>117,194.55</b>
<b>Total Conceptual OPCC</b>				<b>\$</b>	<b>898,491.55</b>

## **Exhibit B**

Applicable - See Next Pages

## PSA Exhibit B

### PHASE REQUIREMENTS

#### I. Design Phase Services must conform to the following submittal types and requirements:

##### A. 30% Submittals (Schematic Design) 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 (Design Development) 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 Number 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 (Construction Documents) 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