

RESOLUTION NO. 2021-28

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR DESIGN WORK RELATED TO THE SH3 AND FM518 INTERSECTION IMPROVEMENTS PROJECT (ST2003) IN AN AMOUNT NOT TO EXCEED \$291,631.20

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:

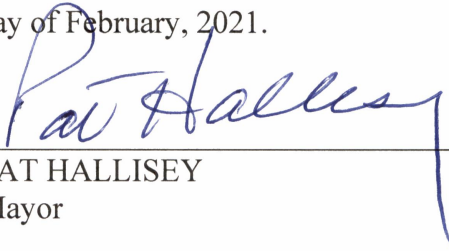
Section 1. The City authorizes a professional services agreement with Huitt-Zollars, Inc. for design work related to the SH3 and FM518 Intersection Improvements Project (ST2003) in an amount not to exceed \$291,631.20; and an executed copy of this agreement shall be attached as Exhibit A.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

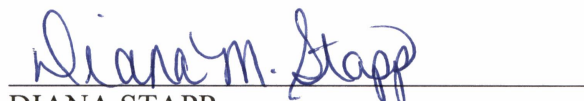
Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the 23rd day of February, 2021.



PAT HALLISEY
Mayor

ATTEST:



DIANA STAPP
City Secretary

APPROVED AS TO FORM:



NGHIEM V. DOAN
City Attorney



PROFESSIONAL SERVICES AGREEMENT

(version 1-7-2021)

This AGREEMENT (“Agreement”) is entered by and between **Huitt-Zollars, Inc.** (the “Professional”), located at **10350 Richmond Avenue, Suite 300, Houston, TX 77042-4248** 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 **intersection improvements**. 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 **March 29, 2021** and shall expire on **November 16, 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 **\$291,631.20 (Two hundred ninety one thousand six hundred thirty one dollars and twenty cents)** 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 (EXCEPT FOR PROFESSIONAL LIABILITY CLAIMS), INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (THE INDEMNITEES) 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. SOLELY AND EXCLUSIVELY FOR PROFESSIONAL LIABILITY CLAIMS, PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS, BUT SHALL NOT HAVE A DUTY TO DEFEND, THE INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, BUT ONLY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENCE OR WILLFUL MISCONDUCT. PROFESSIONAL SHALL NOT HAVE ANY OBLIGATION TO INDEMNIFY, DEFEND OR REIMBURSE INDEMNITEES FOR PROFESSIONAL LIABILITY CLAIMS ARISING BY REASON OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES.**
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)

2/25/2021

Executed on _____ . *(date to be filled in by City Secretary)*

HUITT-ZOLLARS, INC. - "Professional"

DocuSigned by:


Greg Wine, P.E.
Senior Vice President

CITY OF LEAGUE CITY - "City"

DocuSigned by:


John Baumgartner, P.E., ICMA-CM
City Manager

Attest:

DocuSigned by:


Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:


Office of the City Attorney

Exhibit A

**Scope of Services/Description of Products/
Payment Schedule (18 pages, including this page)**

See Next Page...



HUITT-ZOLLARS, INC. | 10350 Richmond Ave. | Suite 300 | Houston, TX 77042-4248 | 281.496.0066 phone | 281.496.0220 fax | huitt-zollars.com

Exhibit A
Scope and Fee Proposal

February 4, 2021

Mr. Scott Tuma
City of League City
Project Management
Project Manager
500 West Walker Street
League City, Texas 77573

Reference: SH 3 and FM 518 Intersection Improvements

Dear Mr. Tuma:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional engineering services to the City of League City, Texas (City) for design of the intersection improvements at SH 3 and FM 518 in League City, Texas (Project). Our proposal is based upon the scope of services, compensation, schedule, and the terms and conditions provided herein.

The Project scope is based on Option 3B and includes the construction drawings and bid documents of the proposed improvements and coordination with the Texas Department of Transportation (TxDOT); and meeting with League City managers. A conceptual construction cost including 30% contingency is approximately \$2.4 Million. See attached cost breakdown of Option 3B.

SCOPE OF SERVICES:

1.0 Basic Services

The goal is to prepare construction drawings and specifications accurately and efficiently based on Option 3B presented in the preliminary phase as selected by City of League City . Interim submittals will be made at 60% and 90% percent completion, and includes drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate at each submittal. Project manual & bid proposal will be added to the 90% submittal in addition to the above documents. Our submittal documents will follow the requirements as outlined in City's attached Exhibit B. Design of the intersection improvements will be based on TxDOT criteria and requirements.

- a. **Design:** Provide Construction drawings that will include at a minimum per the City's requirements at each submittal
- Plan & profile for roadway improvements
 - Traffic control plans
 - Traffic Signal plans
 - Intersection improvements
 - Signing & Pavement marking plans
 - Drainage Area maps
 - Drainage Calculations
 - SW3P
 - Utility Coordination, analysis and conflicts

Proposal for SH3 and FM518 Intersection Improvements
February 4, 2021

- Standard Details
- Specifications
- Quantities and Cost estimates
- Coordination and Permitting with TxDOT

b. Bid

- Assist the city with bidding, advertise on Civcast
- Issue Addendum as required
- Attend Pre-bid meeting
- Provide bid tabulations and award of recommendations
- Provide a Maximum (5) contracts for execution by City and Contractor

c. Construction Administration Services

- Attend Pre-construction conference
- Provide maximum 5 copies of conformed documents (half size plans and project manual) to City and contractor for construction.
- Prepare responses to requests for information (RFI's) and clarifications relating to engineering work.
- Review submittals related to engineering work
- Review and make recommendations for payment of Contractor's pay estimates
- Make a maximum of 6 visits to the project site at appropriate intervals as construction proceeds to observe the quality of the executed work with the client. Site visits should occur during times when the contractor is actively performing major construction activities.
- Attend Substantial Completion Inspection and assist City in preparation of punch list.
- Attend Final Completion Inspection.
- Full-time construction observation services are not in scope of our work.
- Attend construction progress meetings at an interval of monthly.
- Huitt-Zollars shall post changes on original electronic "record drawings". The drawings shall show significant changes made in the Work during the construction of the Project, and be based upon marked-up "as-built drawings", prints, field sketches, and other data furnished to Huitt-Zollars by the Client.

2.0 Special Services

a. SURVEY

- HZ will provide Topographic survey for the project limits.

Topographic survey and boundary corners of approximately 2,100 feet along State Highway 3, with utilities, 30 feet outside Right-of-Way. Topographic survey and boundary corners of approximately 1,640 feet along F.M. 518, with utilities, 30 feet outside Right-of-Way.

The project extends from the intersection of F. M. 518 and Hwy 3, west approximately 800 feet, north approximately 1,000 feet (500 feet north of League St.), east approximately 820 feet (300 feet east of Houston Ave.) and south approximately 1,050 feet (300 feet south of W. Wilkins St focusing primarily on curb and drainage (see attached map). All work performed by Huitt-Zollars will be tied to the Texas Coordinate System of 1983, South Central Zone and to NAVD '88, Geoid I2B.

- HZ will provide M&B and exhibits for 14 parcels; 14 parcels have been identified for Right of way acquisition based on the City's chosen Option 3B.

Proposal for SH3 and FM518 Intersection Improvements
February 4, 2021

b. GEOTECHNICAL

The purposes of this study are to evaluate the soil and groundwater conditions at the project alignment and to provide geotechnical recommendations for the design and construction of the proposed intersection improvements at SH3 and FM 518 in City of League City, Texas. The scope of this study will consist of the following:

- Obtaining TxDOT ROE & TCP permit, and utility clearance.
- Performing pavement cores at four (4) locations in the existing pavement for boring access.
- Drilling and sampling two (2) 30-foot soil borings for traffic signal and two (2) 20-foot soil borings for storm sewer as per TxDOT Standards;
- Performing minimum laboratory tests to develop soil parameters
- Perform engineering analyses to develop foundation recommendations including the following
 - Develop capacity curves in wincore format;
 - Storm sewer bedding and backfill, groundwater control;
 - Pavement repair options and sidewalk pavement recommendations including subgrade preparation and
 - Construction considerations.
- Prepare a geotechnical report including the above recommendations.
- Attached is the proposal from the sub consultant with detailed scope and fee.

3.0 Additional scope Services

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are authorized and charged separately. Such additional services may include:

- a. Construction Staking and Re-staking
- b. As-Built Surveys
- c. Environmental Investigations
- d. Illumination design
- e. Landscaping and irrigation plans
- f. Traffic Impact Studies
- g. Detention pond / Inline detention

4.0 City-Provided Services

City shall provide Huitt-Zollars with the following:

- a. Access to Project Site
- b. Available engineering and as-built drawings for the Project site.
- c. Written notifications to property owners for land surveying services required.
- d. Parcel acquisition services

Proposal for SH3 and FM518 Intersection Improvements
February 4, 2021

COMPENSATION:

Basic and Special Services estimated fee budget is as follows:

Basic Services			
Design	\$	178,640.00	(Lumpsum) *
Bid	\$	8,740.00	(Lumpsum)
Construction Administration	\$	34,040.00	(Lumpsum)
RMB	\$	3,500.00	(Cost plus 10%)
Basic Services Fee	\$	224,920.00	
Special Services			
Topographic Survey	\$	31,740.00	(Lumpsum) *
Metes & Bounds (14 Parcels)	\$	16,940.00	(Hourly, Not to Exceed) *
Geotechnical	\$	18,031.20	(Cost plus 10%) *
Special Services Fee	\$	66,711.20	
* Time-critical tasks, totalling	\$	245,351.20	

I. Total Estimated Budget

Our total estimated budget for the basic services including reimbursables is \$ 224,920.00 and special services is \$66,711.20

II. Additional Services

Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum basis or an hourly not-to-exceed basis per the attached Hourly Rate Sheet.

III. Invoicing

Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Hourly tasks shall be invoiced based on number of hours worked per the attached Hourly Rate Sheet. Reimbursable expenses and sub-consultant's fees will be invoiced based on cost plus 10%.

Proposal for SH3 and FM518 Intersection Improvements
February 4, 2021

SCHEDULE:

We anticipate the following project schedule for Basic Design Services

Design **

60% Submittal	20 weeks from Notice to proceed
90% Submittal	12 weeks from receipt of 60% comments
100% Submittal	8 weeks from receipt of 90% comments

Bid	10 weeks (75 days Approx.)
Construction Administration	24 weeks (180 days Approx.)
Geotechnical	10 weeks (Includes field and lab work; overlaps with the design phase)
Topographic Survey**	8 weeks (4 weeks of overlap with the design phase)
Metes & Bounds (14 parcels) **	4 weeks (Overlaps with the 60% submittal)

** Time Critical tasks

Huitt-Zollars will not be responsible for delays caused to TIME CRITICAL items that are caused by actions that are beyond our control (i.e city review, TXDOT review)

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please return a City Agreement for our signature. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call.

Very Respectfully submitted,
Huitt-Zollars, Inc.



Chaitanya Kasturi, P.E.
Vice President

(Signature)
Accepted and Approved for
City of League City, TX



Daniel R. Menendez, P.E.
Vice President

(Signature)

(Name)

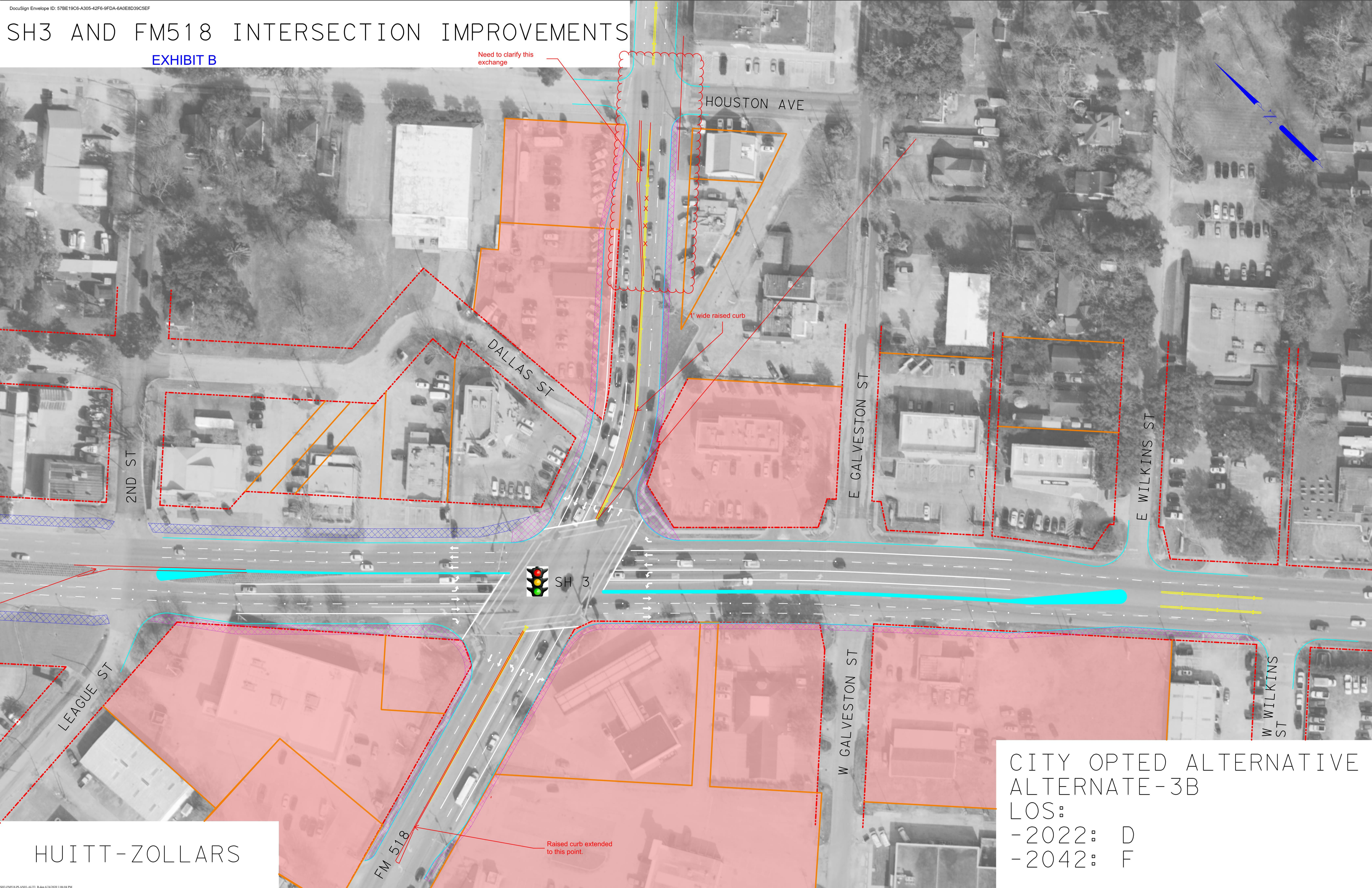
(Title)

(Date)

Enclosure

SH3 AND FM518 INTERSECTION IMPROVEMENTS

EXHIBIT B



Need to clarify this exchange

HOUSTON AVE

DALLAS ST

E GALVESTON ST

E WILKINS ST

2ND ST

LEAGUE ST

FM 518

W GALVESTON ST

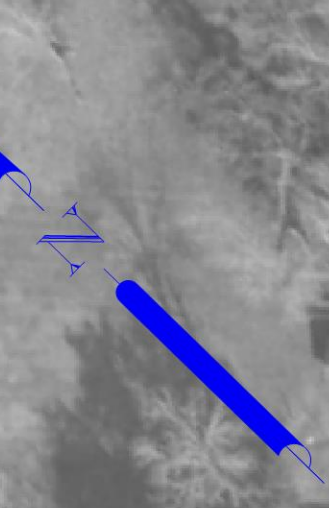
W WILKINS ST



SH 3

1' wide raised curb

Raised curb extended to this point.



CITY OPTED ALTERNATIVE
 ALTERNATE-3B
 LOS:
 -2022: D
 -2042: F

HUITT-ZOLLARS

HUITT-ZOLLARS

Houston

2020

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$ 255.00
Design Principal	\$ 235.00
Sr. Project Manager	\$ 235.00
QA Manager	\$ 230.00
Project Manager	\$ 200.00
Sr. Civil Engineer	\$ 200.00
Sr. Structural Engineer	\$ 200.00
Sr. Mechanical Engineer	\$ 190.00
Sr. Electrical Engineer	\$ 190.00
Civil Engineer	\$ 185.00
Structural Engineer	\$ 185.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 165.00
Plumbing Engineer	\$ 150.00
Engineer Intern	\$ 135.00
Sr. Architect	\$ 195.00
Architect	\$ 160.00
Architect Intern 1	\$ 100.00
Architect Intern 2	\$ 120.00
Architect Intern 3	\$ 150.00
Sr. Landscape Architect	\$ 175.00
Landscape Architect	\$ 135.00
Landscape Architect Intern	\$ 100.00
Sr. Planner	\$ 250.00
Planner	\$ 160.00
Planner Intern	\$ 100.00
Sr. Designer	\$ 155.00
Designer	\$ 130.00
Sr. CADD Technician	\$ 140.00
CADD Technician	\$ 100.00

Interior Design

Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 120.00
Interior Designer Intern	\$ 90.00

Survey

Survey Manager	\$ 170.00
Sr. Project Surveyor	\$ 155.00
Project Surveyor	\$ 140.00
Survey Technician	\$ 130.00
Surveyor Intern	\$ 115.00

Survey Crews

1-Person Survey Crew	\$ 100.00
2-Person Survey Crew	\$ 150.00
3-Person Survey Crew	\$ 175.00

Construction

Construction Manager	\$ 190.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 135.00
Resident Project Representative	\$ 100.00

Administrative

Sr. Project Support	\$ 100.00
Project Support	\$ 80.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140520499

February 2, 2021

Ms. Chaitanya Kasturi, P.E., PMP, ENV SP
Vice President
Huitt Zollars
10350 Richmond Avenue | Suite 300
Houston TX 77042

**Re: Proposal for Geotechnical Investigation
SH3 and FM 518 Intersection Improvements
City of League City, Texas**

Dear Ms. Kasturi:

As per your request on July 11, 2019, Geotest Engineering, Inc. (Geotest) is pleased to submit this revised proposal for providing geotechnical investigation for the proposed improvements to the intersection of State Highway 3 and FM 518 in City of League City, Texas. The proposed improvements include new traffic signal installation, sidewalk improvements and storm sewer improvements. Based on the provided information, it is our understanding that the traffic signal will be supported on drilled shafts and will be designed as per TxDOT Standards. The storm sewer will be placed at a maximum depth of 15 feet and will be installed by open cut method of construction.

Purpose and Scope

The purposes of this study are to evaluate the soil and groundwater conditions at the project alignment and to provide geotechnical recommendations for the design and construction of the proposed intersection improvements at SH3 and FM 518 in City of League City, Texas. Based on the information provided to us in the email dated January 11, 2021 and our discussions, the scope of this study will consist of the following:

- Obtaining TxDOT ROE permit, and utility clearance
- performing pavement cores at four (4) locations in the existing pavement for boring access,
- drilling and sampling two (2) 30-foot soil borings for traffic signal and two (2) 20-foot soil borings for storm sewer as per TxDOT Standards;
- performing minimum laboratory tests to develop soil parameters

Ms. Chaitanya Kasturi, P.E., PMP, ENV SP
Page 2

Proposal No. 1140520499
February 2, 2021

- perform engineering analyses to develop foundation recommendations including the following
 - develop capacity curves in wincore format;
 - storm sewer bedding and backfill, groundwater control;
 - pavement repair options and sidewalk pavement recommendations including subgrade preparation and
 - construction considerations.
- Prepare a geotechnical report including the above recommendations.

Schedule

The completed report, which includes field, laboratory data, and geotechnical recommendations, will be submitted in about eight (8) weeks after receiving the notice-to-proceed or obtaining TxDOT ROE permit, whichever is later.

Cost

The cost of drilling and sampling, performing minimum laboratory tests and preparing a geotechnical investigation letter report including the recommendations as outlined above will be a lump sum of \$16,392.00. The cost breakdown is presented in Attachment No. 1.

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

Very truly yours,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Project Manager

Enclosures : Cost Breakdown – Attachment No. 1

Copies Submitted: (1-PDF)

PC38\Geotechnical\40520499R.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Geotechnical Investigation
 SH3 and FM518 Intersection Improvements
 City of League City, Texas

Geotest Engineering, Inc.
 Proposal No. 1140520499

ATTACHMENT NO. 1
COST BREAKDOWN

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>Field Investigation</u>				
Mob and Demob of Truck Mounted Drilling Rig	1	LS	\$400.00	\$400.00
Drilling and Continous Sampling Using TCP Cone (0'-50')	100.0	ft.	\$26.00	\$2,600.00
Grouting of Completed Bore Holes	100.0	ft.	\$7.00	\$700.00
Utility Clearance for Boring Locations and Field Coordination	4.0	hr.	\$65.00	\$260.00
TxDOT Permit for Coring and Drilling	4.0	hr.	\$105.00	\$420.00
Concrete Coring	4.0	ea.	\$90.00	\$360.00
Concrete Coring (Additional Thickness)	20.0	in.	\$7.00	\$140.00
Vehicle Charge	90.0	mile	\$0.58	\$53.00
Major Traffic Control	2.0	day	\$1,400.00	\$2,800.00
			Subtotal	\$7,733.00
<u>Laboratory Testing</u>				
Liquid and Plastic Limits	20	ea.	\$60.00	\$1,200.00
Moisture Content Only	30	ea.	\$9.00	\$270.00
Percent passing the #200 sieve	19	ea.	\$46.00	\$874.00
Sieve Analysis through No. 200 Sieve	1	ea.	\$55.00	\$55.00
Unconsolidated Undrained Triaxial Tests	20	ea.	\$61.00	\$1,220.00
			Subtotal	\$3,619.00
<u>Engineering Services</u>				
Sr. Project Manager	2.00	hr.	\$210.00	\$420.00
Sr. Engineer, P.E.	6.00	hr.	\$150.00	\$900.00
Project Engineer, P.E.	32.00	hr.	\$105.00	\$3,360.00
Support Personnel, Word Processing	6.00	hr.	\$60.00	\$360.00
			Subtotal	\$5,040.00
			Total	\$16,392.00



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140520499

February 2, 2021

Ms. Chaitanya Kasturi, P.E., PMP, ENV SP
Vice President
Huitt Zollars
10350 Richmond Avenue | Suite 300
Houston TX 77042

**Re: Proposal for Geotechnical Investigation
SH3 and FM 518 Intersection Improvements
City of League City, Texas**

Dear Ms. Kasturi:

As per your request on July 11, 2019, Geotest Engineering, Inc. (Geotest) is pleased to submit this revised proposal for providing geotechnical investigation for the proposed improvements to the intersection of State Highway 3 and FM 518 in City of League City, Texas. The proposed improvements include new traffic signal installation, sidewalk improvements and storm sewer improvements. Based on the provided information, it is our understanding that the traffic signal will be supported on drilled shafts and will be designed as per TxDOT Standards. The storm sewer will be placed at a maximum depth of 15 feet and will be installed by open cut method of construction.

Purpose and Scope

The purposes of this study are to evaluate the soil and groundwater conditions at the project alignment and to provide geotechnical recommendations for the design and construction of the proposed intersection improvements at SH3 and FM 518 in City of League City, Texas. Based on the information provided to us in the email dated January 11, 2021 and our discussions, the scope of this study will consist of the following:

- Obtaining TxDOT ROE permit, and utility clearance
- performing pavement cores at four (4) locations in the existing pavement for boring access,
- drilling and sampling two (2) 30-foot soil borings for traffic signal and two (2) 20-foot soil borings for storm sewer as per TxDOT Standards;
- performing minimum laboratory tests to develop soil parameters

Ms. Chaitanya Kasturi, P.E., PMP, ENV SP
Page 2

Proposal No. 1140520499
February 2, 2021

- perform engineering analyses to develop foundation recommendations including the following
 - develop capacity curves in wincore format;
 - storm sewer bedding and backfill, groundwater control;
 - pavement repair options and sidewalk pavement recommendations including subgrade preparation and
 - construction considerations.
- Prepare a geotechnical report including the above recommendations.

Schedule

The completed report, which includes field, laboratory data, and geotechnical recommendations, will be submitted in about eight (8) weeks after receiving the notice-to-proceed or obtaining TxDOT ROE permit, whichever is later.

Cost

The cost of drilling and sampling, performing minimum laboratory tests and preparing a geotechnical investigation letter report including the recommendations as outlined above will be a lump sum of \$16,392.00. The cost breakdown is presented in Attachment No. 1.

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

Very truly yours,
GEOTEST ENGINEERING, INC.



Naresh Kolli, P.E.
Project Manager

Enclosures : Cost Breakdown – Attachment No. 1

Copies Submitted: (1-PDF)

PC38\Geotechnical\40520499R.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Geotechnical Investigation
 SH3 and FM518 Intersection Improvements
 City of League City, Texas

Geotest Engineering, Inc.
 Proposal No. 1140520499

ATTACHMENT NO. 1
COST BREAKDOWN

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>Field Investigation</u>				
Mob and Demob of Truck Mounted Drilling Rig	1	LS	\$400.00	\$400.00
Drilling and Continous Sampling Using TCP Cone (0'-50')	100.0	ft.	\$26.00	\$2,600.00
Grouting of Completed Bore Holes	100.0	ft.	\$7.00	\$700.00
Utility Clearance for Boring Locations and Field Coordination	4.0	hr.	\$65.00	\$260.00
TxDOT Permit for Coring and Drilling	4.0	hr.	\$105.00	\$420.00
Concrete Coring	4.0	ea.	\$90.00	\$360.00
Concrete Coring (Additional Thickness)	20.0	in.	\$7.00	\$140.00
Vehicle Charge	90.0	mile	\$0.58	\$53.00
Major Traffic Control	2.0	day	\$1,400.00	\$2,800.00
			Subtotal	\$7,733.00
<u>Laboratory Testing</u>				
Liquid and Plastic Limits	20	ea.	\$60.00	\$1,200.00
Moisture Content Only	30	ea.	\$9.00	\$270.00
Percent passing the #200 sieve	19	ea.	\$46.00	\$874.00
Sieve Analysis through No. 200 Sieve	1	ea.	\$55.00	\$55.00
Unconsolidated Undrained Triaxial Tests	20	ea.	\$61.00	\$1,220.00
			Subtotal	\$3,619.00
<u>Engineering Services</u>				
Sr. Project Manager	2.00	hr.	\$210.00	\$420.00
Sr. Engineer, P.E.	6.00	hr.	\$150.00	\$900.00
Project Engineer, P.E.	32.00	hr.	\$105.00	\$3,360.00
Support Personnel, Word Processing	6.00	hr.	\$60.00	\$360.00
			Subtotal	\$5,040.00
			Total	\$16,392.00

SH 3 and FM 518 intersection Improvements (30% cost estimate)

A. GENERAL ITEMS						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
1	01502	Mobilization	LS	1	\$100,000.00	\$100,000.00
2	01555	Traffic Control & Regulation	LS	1	\$100,000.00	\$100,000.00
B. DEMOLITION ITEMS						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
3	02221	Remove/Dispose Conc Sidewalk 4-inch Thick/More	SY		\$8.00	\$0.00
4	02221	Remove/Dispose Concrete Pavement with or without Base	SY	518	\$7.50	\$3,885.00
5	02221	Remove Existing Traffic Signal Pole Foundations	EA	4	\$3,000.00	\$12,000.00
6	NA	Signing and Pavement Markings	LS	1	\$20,000.00	\$20,000.00
C. STORM WATER ITEMS						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
D. PAVING ITEMS						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
7	02336	Lime Stabilized Subgrade 8-inch Thick	SY	2,666	\$12.50	\$33,325.00
8	02336	Lime for Lime Stabilized Subgrade (Dry Weight)	TON	0	\$5.00	\$0.00
9	02751	Reinforced Concrete Pavement 11-inch Thick (HES)	SY	2,423	\$110.00	\$266,530.00
10	02752	Horizontal Dowel, 24-inch	EA		\$18.00	\$0.00
11	02771	6-Inch Concrete Curb	LF	3,900	\$7.50	\$29,250.00
12	2772	Complete in Place Concrete Median	SY	518	\$75.00	\$38,850.00
13	02775	Sidewalk 4-1/2-Inch Thick, Complete in Place	SF	18,721	\$10.00	\$187,210.00
14	02775	Wheelchair Ramps including Detectable Warning Surgence, Complete in Place	SF		\$10.00	\$0.00
15	02775	Joints	LF		\$7.00	\$0.00
E. UTILITY MODIFICATION ITEMS						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
16	NA	Utility Adjustments	LS	1	\$ 100,000.00	\$100,000.00
F. LANDSCAPING/STREETScape ITEMS						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures

G. TRAFFIC ITEMS						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
17	NA	Proposed Traffic Signal	LS	1	\$400,000.00	\$400,000.00
G. TOTAL BASE UNUIT PRICE FOR TRAFFIC SIGNAL ITEMS						\$400,000.00
H. RIGHT-OF-WAY ACQUISITION						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
18	NA	Right-of-Way	SF	15,210	\$35.00	\$532,350.00
H. TOTAL BASE UNIT PRICE FOR RIGHT-OF-WAY ACQUISITION						\$532,350.00
J. CASH ALLOWANCES						
Item No.	Spec. No.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price in Figure	Total in Figures
19	01110	Street Cut Permit Fee	LS	1		\$10,000.00
20	01110	TPDES/TCEQ General Permit	LS	1		\$10,000.00
21	01110	CNP Service Drop	LS	1		\$10,000.00
J. TOTAL CASH ALLOWANCES						\$30,000.00

<u>SUMMARY OF CONSTRUCTION COST ESTIMATE</u>	
A. TOTAL BASE UNIT PRICES FOR GENERAL ITEMS	\$200,000.00
B. TOTAL BASE UNIT PRICES FOR DEMOLITION ITEMS	\$35,885.00
C. TOTAL BASE UNIT PRICES FOR STORM WATER ITEMS	
D. TOTAL BASE UNIT PRICES FOR PAVING ITEMS	\$555,165.00
E. TOTAL BASE UNIT PRICES FOR UTILITY MODIFICATION ITEMS	\$100,000.00
F. TOTAL BASE UNIT PRICE FOR LANDSCAPING/STREETScape ITEMS	
G. TOTAL BASE UNUIT PRICE FOR TRAFFIC SIGNAL ITEMS	\$400,000.00
H. TOTAL BASE UNIT PRICE FOR RIGHT-OF-WAY ACQUISITION	\$532,350.00
J. TOTAL CASH ALLOWANCES	\$30,000.00
TOTAL BID PRICE (ADD TOTALS A,B,C,D,E,F,G,H and J ABOVE)	\$1,853,400.00
30% contingency	\$556,020.00
ESTIMATED CONSTRUCTION COST	\$2,409,420.00

PSA Exhibit B

Submittal Requirements:

- **Design Phase Services should be broken down into submittal types with the following requirements:**
 - **30% Submittals should, at a minimum, include the following:**
 1. Plans that contain the following information:
 - Cover Sheet
 - Field Survey Plan Sheet
 - Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - Demo Plan
 - 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)
 - **60% Submittals should, at a minimum, include the following:**
 1. Plans that contain the following information:
 - Cover Sheet w/ index
 - General Notes
 - Sheet Layout
 - Typical Cross-Sections
 - Survey Control
 - Demo Plan
 - Grading Plan (if needed)
 - Tree Protection and/or Landscape Plan (if needed)
 - Traffic Control Plan (if needed)
 - Proposed Drainage Area Map and calculations
 - Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
 - Intersection Details
 - Sidewalks, Traffic Signage, & Pavement Marking Plans
 - SW3P Plan Sheet(s) and Details
 - Standard CoLC Details applicable for project
 - Project Specific Requirements/Details/Notes such as
 - Electrical Plans/Details
 - Structural Plans/Details
 - 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)
- **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.
 8. A resubmittal of the 90% Submittal should take place until all comments have been addressed and Plans are ready to be signed.
 - **Bid Phase Services should, at a minimum, include the following:**
 - **100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).**
 - **Completed Project Manual**
 - **Completed SW3P Manual**
 - **Final OPCC**
 - **Updated Construction Schedule**
 - **Preparation of Exhibits and attendance at Public Meeting (if needed)**
 - **Assist with the advertisement of the project (if needed)**
 - **Address any RFI during Bid process (if needed)**
 - **Attend and Assist in running a Pre-Bid Meeting (if needed)**
 - **Provide Addendums to Bid Documents (if needed)**
 - **Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City**
 - **Construction Phase Services should, at a minimum, include the following:**
 - **Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start**
 - **Attendance at Construction Progress Meetings (if needed)**
 - **Periodic Site Visits (minimum 1 visit per month of construction)**
 - **Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.**
 - **Address found Design Conflicts in the Field**
 - **Provide paper & digital copies of As-Builts**