

RESOLUTION NO. 2019-99

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LJA ENGINEERING, INC. FOR DESIGN WORK RELATED TO THE BAY RIDGE FLOOD REDUCTION PROJECT, PHASE IV IN AN AMOUNT NOT TO EXCEED \$669,348

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

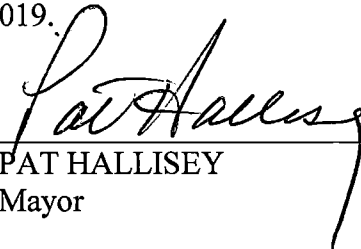
Section 1. The City authorizes a professional services agreement with LJA Engineering, Inc. for design work related to the Bay Ridge Flood Reduction Project, Phase IV in an amount not to exceed \$669,348; and an executed copy of the agreement shall be attached as Exhibit A.

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 All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.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

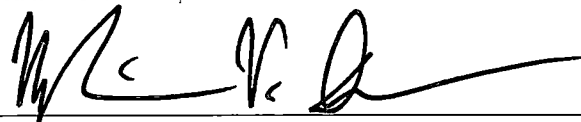
PASSED AND APPROVED the 25th day of June, 2019.


PAT HALLISEY
Mayor

ATTEST:


DIANA M. STAPP
City Secretary

APPROVED AS TO FORM:


NGHIEM V. DOAN
City Attorney



STANDARD AGREEMENT

(version 2-20-2018)

This AGREEMENT ("Agreement") is entered by and between **LJA Engineering, Inc.** ("Contractor"), located at **1904 W. Grand Parkway N, Suite 100 Katy, TX 77449** and **City of League City** ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Bay Ridge Flood Reduction Project, Phase IV**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on **July 1, 2019** and shall terminate on **upon completion of project (estimated at 10 months)**. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in **Exhibit A**, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for **NA** renewal option(s) with a term of **NA** year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in **Exhibit A**, attached and incorporated for all purposes. In no event shall the total compensation exceed **\$669,348.00** during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor is required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per claim; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. 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. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City (and in the case of professional liability must not exceed \$150,000). Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work. To the fullest extent permitted by law, Contractor's total liability to City for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Contractor's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of the applicable insurance policies required by Contractor under this Agreement.

Agreement.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **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 for hire under federal copyright law. Upon payment in full for Contractor's services, ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League 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, the 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 the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor'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 the City's purposes. Any reuse by the City, without specific written verification or adaptation by Contractor, shall be at City's sole risk and without liability to Contractor. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Confidential information shall not extend to: (a) information that at the time of disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of Contractor; (b) information that Contractor can demonstrate by written records was lawfully in the possession of Contractor at the time of disclosure and not otherwise subject to a non-disclosure agreement; (c) information that Contractor can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; (d) information that Contractor can demonstrate by written records was independently developed by Contractor without reference to the materials comprising the information disclosed under this Agreement; or (e) information that Contractor is required to disclose pursuant to applicable law, legally enforceable order, decree, regulation or rule, or by deposition or trial testimony pursuant to subpoena. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the 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 Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the 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 the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor 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 Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; 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 Contractor.

10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor represents that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards of care.
11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, SUPPLIER OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.**
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract 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 notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor 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.
16. **State Auditor:** Contractor 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, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **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 the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

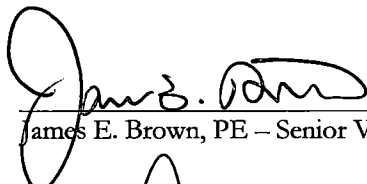
The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.

19. **Entire Agreement:** This Agreement contains the entire Agreement 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.
20. **Eligibility to Receive Payment:** Contractor 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.
21. **Payment of Debt/Delinquency to State:** Contractor 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. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor 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.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor 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.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract 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 contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **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"), and 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.
27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.
28. **Authority:** Contractor warrants and represents that Contractor 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 the City represents that he/she has authority to sign this Agreement on behalf of City.

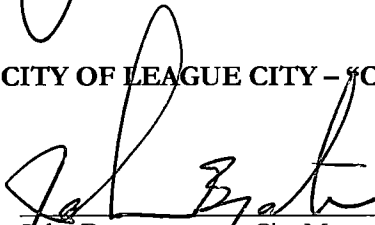
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
32. **Mutual Waiver of Consequential Damages.** Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the agreement are waived.

Executed on this 27th day of June, 2019. (date to be filled in by City Secretary)

LJA ENGINEERING, INC. - "Contractor"


James E. Brown, PE – Senior Vice President

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 (8 number of pages, including this page)

Scope of services and fee schedule to the City of League City as noted on attached proposal.

June 5, 2019

PROPOSAL

Mr. Christopher Sims
Director of Engineering
City of League City
500 W. Walker St.
League City, Texas 77573

Re: Proposal for Engineering Services Related to the
Bay Ridge Subdivision Phase 4A Drainage Improvements
League City, Galveston County, Texas
LJA Proposal No.: 19-01816

Dear Mr. Sims:

LJA Engineering Inc. (LJA) is pleased to present this proposal for your review and approval for engineering services for the Bay Ridge Subdivision Phase 4A Drainage Improvements. LJA will provide a preliminary design and related permitting services for the expansion of Gum Bayou from League City Pkwy (SH 96) to Dickinson Bayou. Also, LJA will provide recommendations for design for the following improvements that were presented in the Hurricane Harvey Presentation to City Council. We propose the following scope of work and scope of services. All hydrologic analyses will be based on Atlas 14 values for the 2, 10, 50, and 100-year events.

SCOPE OF WORK

1. Columbia Memorial Parkway and League City Parkway Culverts (Proposed)
 - a. Analyze proposed culverts at Columbia Memorial Parkway and League City Parkway to determine the appropriate size for the culverts to reduce the ponding and potential overflow due to extreme events from the North for a 100-year event.
2. Gum Bayou Improvements
 - a. Analyze the hydrology and hydraulics of Gum Bayou from League City Pkwy (SH96) to Dickinson Bayou for the 100-year event for up to three different channel scenarios to reduce flooding increase capacity and conveyance in the Bayou to allow Bay Ridge Subdivision's detention to drain during 100-yr exceedance events. A secondary goal is to upgrade the portion of Gum Bayou between SH 96 and the southern City Limits to the handle Atlas 14 rain events without increasing downstream impact (or adjacent properties). The three scenarios could include reducing the water surface elevation to within banks (during 1% events based on Atlas 14 data), reduce structural flooding, minimizing ROW acquisition, or some combination.
3. Gum Bayou Bridges (Existing)
 - a. Hydraulically analyze existing bridges along Gum Bayou from League City Pkwy (SH96) to Dickinson Bayou to determine water surface elevation decreases if the bridges are replaced.

- b. Prepare cost estimates for bridge replacements.
- c. No construction drawings are proposed for this phase but can be provided as an additional service.

SCOPE OF SERVICES

A. Engineering – Hydraulic & Hydrology Analysis

1. Determine design discharge to culverts at Columbia Memorial Parkway and League City Parkway based on previous studies.
2. Gum Bayou Improvements: Analyze the hydrology and hydraulics of approximately 10,000 feet of Gum Bayou from League City Pkwy (SH96) to League City Limit Line (approximately 1,000 feet south of SH 646) for the 10, 50, 100, and 500-year design events. Size restrictor at downstream limit to maintain existing discharges. Tailwater will be based on a constant, single value at Dickinson Bayou.
3. Data Collection: Obtain FEMA effective model, as-builts or BRINSAP report for bridges, reports from the City of League City, LiDAR, aerial photography.
4. Update existing HEC-HMS model with updated land use, 2018 LiDAR, and Atlas 14 Rainfall.
5. Develop unsteady HEC-RAS model with 2018 LiDAR cross sections for overbanks, channel cross sections from survey (by Others) and available bridge geometries.
6. Prepare One (1) proposed conditions model that utilizes existing ROW and open space.
7. Report summarizing data, methods, assumptions, and findings with exhibits limited to 11" x 17".
8. Coordination with Design Engineer to resolve design limitations. Update models as needed.

B. Engineering – Preliminary Design Services

1. Perform five (5) site visits.
2. Prepare, review and analyze available r/w, easement, parcel, etc. data through our in-house global information system (G.I.S.) group.
3. Prepare preliminary design (plan view only) of the proposed drainage improvements (typical cross section(s) will be included with this preliminary design).
4. Prepare a preliminary construction cost estimate.
5. Prepare and present findings of preliminary engineering report at a public meeting and City Council Meeting.

C. Meetings

1. Attend up to two (2) public meetings and one (1) city council meeting to discuss the findings from the preliminary engineering report (hydrology and hydraulic analysis report) and preliminary design.
2. Attend up to three (3) coordination meetings with City Staff and other government agencies regarding the review and approval of the construction plans.

D. Environmental Investigation

1. Prepare a Waters of the United States due diligence assessment to determine the extent of the potential impacts of the proposed improvements.
2. Prepare a wetland / stream delineation analysis and provide recommendations for permitting and mitigating the project.
3. This scope of work does not include the permitting fees or design methods for mitigation. The due diligence assessment and wetland/stream delineation will determine which of the following methods will be required for permitting and mitigation with the estimated fee for each:
 - a. Stream Assessment for Mitigation and Permitting (Level 1) (18,000)
 - b. Stream Assessment for Mitigation and Permitting (Level 2) (\$130,000)
4. If it is determined that an Individual United States Army Corps of Engineers Permit is needed for the project, the estimated fee is \$96,000.

E. Surveying Services (Sub-consultant)

1. Field staking a Base Map at 200' intervals.
2. Provide as-built topography of detention ponds and related drainage structures.
3. Topographic cross sections along Gum Bayou.
4. Locate all drives, parking, structures, fences, and other above ground features which could affect construction.
5. If needed, Land Acquisition services will include the preparation of metes & bounds description and exhibits of parcels determined to expand Gum Bayou. The estimated fee is \$1,000 per parcel which includes the exhibit and metes & bounds descriptions.

Project Schedule

This schedule assumes construction will start while the TCEQ permit is in review. We estimate the following:

A.	Topographic Survey	8 Weeks
B.	Hydrologic and Hydraulic Analysis	22 Weeks
C.	Environmental Investigation*	(6 Weeks)
D.	Preliminary Design	4 Weeks
E.	City Review of Preliminary Design	2 Weeks
F.	Revisions to Preliminary Design per City Comments	2 Weeks

Total Estimate	38 Weeks
-----------------------	-----------------

***Note:** The Environmental Investigation will be done at the same time as the H&H Study, so it does not add days to the project schedule.

COMPENSATION – BASE SERVICES

The compensation for the previously defined scope of work is based on the following fees:

ENGINEERING SERVICES

Phase	Description	Fees
401	Preliminary Design Services (Lump Sum)	\$20,000
426A	Miscellaneous Engineering Services (Time and Materials not to exceed \$5,000 w/o written approval from client)	\$5,000
426B	Meetings (Time and Materials not to exceed \$5,000 w/o written approval from client)	\$5,000
601	H&H Analysis Report (Lump Sum)	\$325,000
ENGINEERING SERVICES SUBTOTAL		\$355,000

SURVEYING SERVICES (SUB-CONSULTANT)

201	Design Topography Survey (Lump Sum) <i>(Includes 10% Markup)</i>	\$67,348
SUB-CONSULTANT (SURVEYING SERVICES) SUBTOTAL		\$67,348

ENVIRONMENTAL INVESTIGATION

904A	Waters of the United States Assessment Report (Lump Sum)	\$5,000
904B	Wetland / Stream Analysis (Lump Sum)	\$7,500
ENVIRONMENTAL INVESTIGATION SUBTOTAL		<u>\$12,500</u>

PROJECT TOTALS

ENGINEERING SERVICES	\$355,000
SURVEYING SERVICES (SUB-CONSULTANT)	\$67,348
ENVIRONMENTAL INVESTIGATION	\$12,500
REIMBURSABLE EXPENSES (TIME & MATERIALS – ESTIMATED)	<u>\$7,500</u>
GRAND TOTAL	<u>\$442,348</u>

COMPENSATION – ADDITIONAL SERVICES

The compensation for the following services cannot be determined if needed until the H&H analysis report and environmental investigation is complete

ENGINEERING SERVICES

Phase	Description	Fees
202	Land Acquisition Services (Preparation of Metes & Bounds and Exhibit Only) (Per Parcel)	\$ 1,000
905A	Stream Assessment for Mitigation and Permitting (Level 1) (Lump Sum)	\$ 18,000
905B	Stream Assessment for Mitigation and Permitting (Level 2) (Time and Materials not to exceed w/o written approval from client)	\$130,000
906	Individual United States Army Corps of Engineers Permit (Lump Sum)	\$96,000

Reimbursable expenses include, but are not limited to advertising, reproduction, deliveries, travel/mileage, GPS equipment, printing, plan review and permit fees, filing fees, recording fees, and long distance phone charges. An estimated budget is shown above. There is no separate pay for reimbursable costs for geotechnical, subsurface utility engineering, appraisal and surveying services.

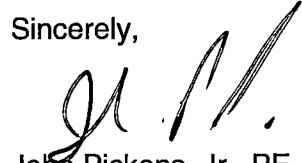
TERMS OF PAYMENT

Payment for the above-mentioned services will be made on a monthly basis in accordance with the attached PSA. We will be able to start work on the project upon your written authorization. If this proposal is acceptable to you, please sign this proposal and attached PSA and return one original to us.

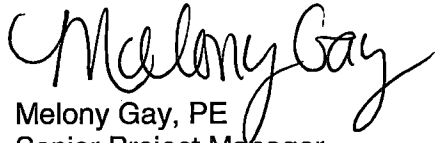
Mr. Christopher Sims
June 5, 2019
Page 6

Should you have any questions or need any additional information concerning this proposal, please feel free to give me a call at 713.358.8817.

Sincerely,



John Pickens, Jr., PE
Project Manager



Melony Gay, PE
Senior Project Manager

JP/EDR/aa

**ACCEPTED BY:
CITY OF LEAGUE CITY**

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A STANDARD RATE SCHEDULE

Staff, Non-Principal Personnel Charges

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.1.

Labor cost is defined as the Labor Cost paid to the Engineer's personnel plus payroll burden, currently 47% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Upon request of the Client, Engineer shall provide evidence of the then-current salaries paid to the Engineer's personnel for the purpose of verifying the accuracy of any invoices presented for payment by the Engineer to the Client.

Labor Cost Range:

	<u>Lowest</u>	<u>Highest</u>
Department Head (VP, Dept. Manager, Sr. PM)	\$50.00	\$95.00
Project Manager	\$40.00	\$80.00
Engineer (Grad. Eng., EIT, APM, Proj. Coord.)	\$30.00	\$55.00
Sr. Planner	\$45.00	\$80.00
Planner	\$30.00	\$65.00
Sr. Landscape Architect	\$35.00	\$65.00
Landscape Architect	\$29.00	\$55.00
Designer	\$26.00	\$55.00
Resident Project Representative	\$26.00	\$50.00
GIS Developer	\$35.00	\$65.00
GIS Analyst	\$25.00	\$35.00
Survey Technician	\$33.00	\$52.00
Project Surveyor	\$41.00	\$52.00
CADD Operator (CADD Technician)	\$18.00	\$45.00
Clerical (Construction Admin. Assistant)	\$18.00	\$43.00

CADD System

Intergraph CADD system will be billed at a rate of \$25.00/hour plus operator time.

Principals

Principals will be billed at a rate of \$225.00/hour.

Senior Consultants

Senior consultants will be billed at a rate of \$250.00/hour.

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$425.00/hour.

Surveying Services

Field party rate includes personnel/supervision, normal equipment and supplies. Client requested overtime shall be 1.5 times standard rate.

One-Man Survey Crew	\$115.00/Hour
Two-Man Survey Crew	\$145.00/Hour
Three-Man Survey Crew	\$175.00/Hour
Four-Man Survey Crew	\$205.00/Hour

Reimbursable Expenses

Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle mileage will be charged at the current IRS mileage rate per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

GEOSURV, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
FEE ESTIMATE
#2019-001CofLC-Bayridge/LJA
May 14, 2019

SCOPE OF SERVICES:

Survey services, for the design and construction, related to the drainage improvements for Bay Ridge Subdivision; reduce ponding and improve drainage along League City Parkway; reduce surface water along Gum Bayou and reduce potential overflow from north to Bay Ridge. Scope of services does not include the preparation of easements and exhibits at this time-if such services are requested, fees associated with these services shall be provided as the scope of services is defined.

DESCRIPTION OF TASK: (Phase 3)

Surveyor shall provide As Built Topography of a portion of Bay Ridge Subdivision, Section One, a portion of Bay Ridge Subdivision, Section Two & all of Bay Ridge Subdivision, Section Three. Adjoining properties to include within scope of topography as defined by Project Engineer are TR 12 out of the Rafael Basquez Survey, Abstract 32 (1.608 acres/GCAD Property ID 604458) and TR 4-6 out of the Rafael Basquez Survey (13.254 acres/GCAD Property ID 416815)

FEE ESTIMATE (Phase 3)

\$ 40,540.00

DESCRIPTION OF TASK: (Phase 4)

Surveyor shall provide As Built Topography 19, 000 LF at 200' intervals of Gum Bayou in a southerly direction from FM 96 to FM 517 include above ground features which could affect the route or construction and all trees within the defined project limits subject to protection under the City of League City Tree Protection and Preservation Ordinance.

FEE ESTIMATE (Phase 4)

\$ 61,225.00

TOTAL FEE ESTIMATE

\$101,765.00

This is a fee estimate only and may be subject to change based on actual field conditions or other matters not apparent at the time of the estimate.

GeoSurv, LLC
200 Houston Ave., Suite B
League City, Texas 77573
281-554-7739

By: 

Dale L. Hardy, RPLS
dhardy@geosurvllc.com



1904 W. Grand Parkway North, Suite 100
Katy, Texas 77449
www.ljaengineering.com
Phone: 713.953.5200
Fax: 713.953.5026

RECEIVED
JUN 20 2019

RECEIVED
JUN 20 2019

LETTER OF TRANSMITTAL

To: CITY OF LEAGUE CITY
ENGINEERING DEPARTMENT
500 W. WALKER ST.
LEAGUE CITY, TEXAS 77573
(281) 554-1440

Date: June 18, 2019
LJA Job No. 0624-0003 (6.1)
Attention: Mr. Christopher Sims
Re: Bay Ridge Phase 4 Improvements
VIA: Courier

WE ARE SENDING YOU the following items:

- ☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of Letter ☐ Change Order ☒ Other

Copies	Date	Description
1		Signed Agreement

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit ___ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ___ copies for distribution
☒ As requested ☐ Returned for corrections ☐ Return ___ corrected prints
☐ For review & comment ☐ For signatures ☐ _____
☐ FOR BIDS DUE _____ ☐ Prints returned after loan to us

REMARKS: _____

Copy: _____

SIGNED: John Pickens, Jr., PE, LEED AP