

City of Alvin, Texas

Paul Horn, Mayor

Brad Richards, Mayor Pro-tem, At Large Pos. 1
Joel Castro, At Large Pos. 2
Scott Reed, District A
Adam Arendell, District B



Keith Thompson, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY APRIL 19, 2018

7:00 P.M.

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, April 19, 2018** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
 - A. Proclamation – Volunteer Appreciation.
 - B. Volunteer of the Year Recognition.
 - C. Fire Department Update.
4. **PUBLIC COMMENT**
5. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
 - A. Approve minutes of the April 5, 2018 City Council meeting.
 - B. Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.
6. **OTHER BUSINESS:**

Council may approve, discuss, refer, or postpone items under Other Business.

 - A. Receive and acknowledge receipt of the Financial and Quarterly Investment reports ending March 31, 2018.
 - B. Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$264,650 for engineering design services for the Johnson Street Paving and Drainage Improvements Project; and authorize the City Manager to sign the agreement upon legal review.

- C. Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$2,076,000 for engineering design services for the 54" Eastside Interceptor Project; and authorize the City Manager to sign the agreement upon legal review.
- D. Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$95,200 for engineering design services for the Northwest and Northeast Sanitary Sewer Basin Evaluation Survey; and authorize the City Manager to sign the agreement upon legal review.
- E. Consider an Engineering Services Agreement with HDR, Inc. in an amount not to exceed \$1,186,353.11 for engineering design services for the FM 528 Extension Project; and authorize the City Manager to sign the agreement upon legal review.
- F. Consider an Engineering Services Agreement with Cobb, Fendley & Associates, Inc. in an amount not to exceed \$528,111 for engineering design services for the Fairway Drive and South Street Water Line Improvements Project; and authorize the City Manager to sign the agreement upon legal review.
- G. Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$225,645 for engineering design services for the Lift Stations 14 and 17 Rehabilitation Project; and authorize the City Manager to sign the agreement upon legal review.
- H. Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$668,865 for engineering design services for the Lift Station 30 Expansion and Highway 35 Bypass Gravity Mains Project; and authorize the City Manager to sign the agreement upon legal review.
- I. Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$433,300 for engineering design services for the Waterline Improvements Phase I Project; and authorize the City Manager to sign the agreement upon legal review.
- J. Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$319,400 for engineering design services for the Water Plant 6 Tank Replacement Project; and authorize the City Manager to sign the agreement upon legal review.
- K. Consider Resolution 18-R-15, suspending the May 28, 2018 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to Implement interim GRIP rate adjustments for gas utility investment in 2017 and requiring delivery of this resolution to the Company and legal counsel.
- L. Consider Resolution 18-R-16, Approving the Incentives for the Completion of Annual Biometric Screenings by City Employees.

7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, April 16, 2018 at 4:30 P.M.



Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

March 6, 2018 Parks Board Meeting Minutes

Called to order at 6:31 p.m.

February 6, 2018 minutes approved, motion by Milton Morgan, Second by Jamie Vaughn

No petitions/requests from the public

No Chairman report

Director Report

Upcoming events

Community Garden 3/10/18 @ 9:00a.m.

Story walk 3/12/18-3/23/18 @ Ntl Oak Park

No Cook Thursday 3/15/18 5:00p.m.-9:00p.m.

Depot Market Day 3/17/18 9:00a.m.-2:00p.m.

Lights Out Easter Egg Hunt 3/29/18 8:00p.m.

Programming Enrollment

10/1/17-3/6/18 - 1,942 total

1,490 face to face

3 total refunds

Update on Park Projects/Improvements

Mustang Bank repair

filed with FEMA-no insurance

bank to possibly become part of Blue Trail in future

working on different ideas and will bring back pros/cons and more info at a

later meeting

Blue Trails

Phase 1

HWY 6 and Adoue St. put ins/take outs

Phase 2

more put ins/take outs

Council approved Comp. Plan Goal

Operations and Maintenance

Facility Assessment completed 1/11/18

Kost Pond

fence and sidewalk in

flowers this week at openings

next Saturday, Ball Cypress planted in pond

3/24/18 Crepe Myrtle's planted in fence openings

Disc Golf

received survey

received proposal for total design = \$29,900

Nolan Ryan statue redone and ready to be shipped

Items of Community Interest

Bob Briscoe Park walking trail water not draining at several spots

Motion by Terrie Beasley to adjourn, Second by Milton Morgan, all in favor

Adjourned at 7:35p.m.

Alvin Senior Board Meeting Minutes March 12, 2018

Call to Order 8:11 a.m. Board Members Present: Darrell Brady, Betty Hodges, Beverly Kimbrough, Loretta Smith, and Board President Judy Zavalla.

There was no petitions/request from the public.

Beverly Kimbrough made a motion to approve March minutes, Darrell Brady seconded, all approved.

Board President Report: Judy commented that the weekly column "Let's Talk Medicare" that appears in the Fifty Plus Lifestyle section of the Alvin Sun Newspaper has some information that is incorrect. She said that the Senior page was established to provide information. Parks Director, Dan Kelinske said this was not an action item and that the Senior Center has no control over what the newspaper prints. The only items that reflects on the Senior Center is news directly affecting the center. All information regarding the Senior Center will go through Dixie Roberts, City Spokesperson. He said that as a citizen of Alvin, that Judy could address her concerns with the column to the editor of the newspaper.

Parks Director Report: Dan Kelinske gave updates on upcoming events, department projects and improvements. Total enrollment as of October 1,942 and 768 of that enrollment was the Senior Center for City of Alvin activities.

Senior Manger Report: Marla said that the exercise classes preferred the lower chairs. (chairs at the Senior Center have some low chairs and some are higher) (In the past several meetings there has been discussion on replacing the existing chairs.) Lucky Leprechaun Lunch is Thursday March 15th. No building updates, vehicle emergency hatch in Senior Bus leaking. Marla talked to Lone Star Legal Aid Counseling to schedule times they will be available at the center. The hands-free phone will cost \$10,000 because of the network telephone systems. Marla has CPR Certification and checking into a July class for those who need or want to be certified in CPR Training. In past meetings the fuel fund was talked about, Marla looked into it and a possibility would be to offer free trips if the fuel fund has sufficient or excessive funds.

New Business: Discuss and recommend action on Country Dance Account 513-409150. The Senior Center Country Dance account currently holds funds in the amount of \$405.00. The City Finance Department dictates as funds were obtained and earmarked for Dance purposes, they therefore, **must** be used for like programming purposes. The City Staff requested that the Senior Board discuss and

recommend action of this account and funds by approving by motion one of the following: Option 1: City Staff recommends utilizing remainder of Senior Center County Dance Program funds for current Black Hat Karaoke Program, thus closing the account. Option 2: Host dance without door fee charges to utilize funds and discontinue Country Dances, thus closing the account. Option 3: Host dance with door fees utilizing funds to revitalize Senior Center County Dance Program. Board discussed each of the Options, Marla suggested a Sock Hop. Betty Hodges made a motion that we approve Option 2 Darrell Brady seconded the motion, all agreed.

Volunteer Appreciation Luncheon and Volunteer Gift was discussed. Betty Hodges made a motion that car kits be the volunteer gift, Beverly Kimbrough seconded, all approved.

Items of Community Interest: AARC garage sale October 24th Market Day at Fair Grounds, Depot Market Days Farmers Market Saturday March 17th, No Cook Thursday Food Truck Frenzy March 15th & 24th 5-8 at National Oak Park, City Easter Egg Hunt.

Beverly Kimbrough made a motion to adjourn, Betty Hodges seconded, all agreed.

Respectfully submitted by,

Loretta Smith

Loretta Smith, Board Member



Office of the Mayor, City of Alvin, Texas

Proclamation

-
- WHEREAS,** our City's volunteers possess many skills and talents which they kindly share for a variety of community tasks; and
- WHEREAS,** the willingness of our citizens to give of their time and talents in assisting our community is a significant factor in uplifting the quality of life in our community; and
- WHEREAS,** it is important for all of us to recognize our responsibilities and to follow the example of these volunteers by giving of ourselves for the betterment of all.

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin Texas, and on behalf of the Alvin City Council, do hereby proclaim the week of April 15-21, 2018 as:

Volunteer Appreciation Week

in our great city and honor the hard work and selfless dedication of the many volunteers who make Alvin a better place to live, work and play.

WITNESS my hand and seal
this 19th day of April 2018.

Paul A. Horn, Mayor

ALVIN VOLUNTEER FIRE DEPARTMENT

EST. 1898



Design FIRE/EMS STATION

- Currently in design
- Projected completion of Summer 2020
- Located at South Street and the Bypass
- Fire and EMS will vacate Central Fire Station and EMS Station
- Provides for wider coverage and decreased response times

VOLUNTEER FIREFIGHTERS



1942

2017



RETENTION

3 Members have served 42 – 61 Years

21 Members have served 20 – 40 years

38 Members have served 1 – 19 years

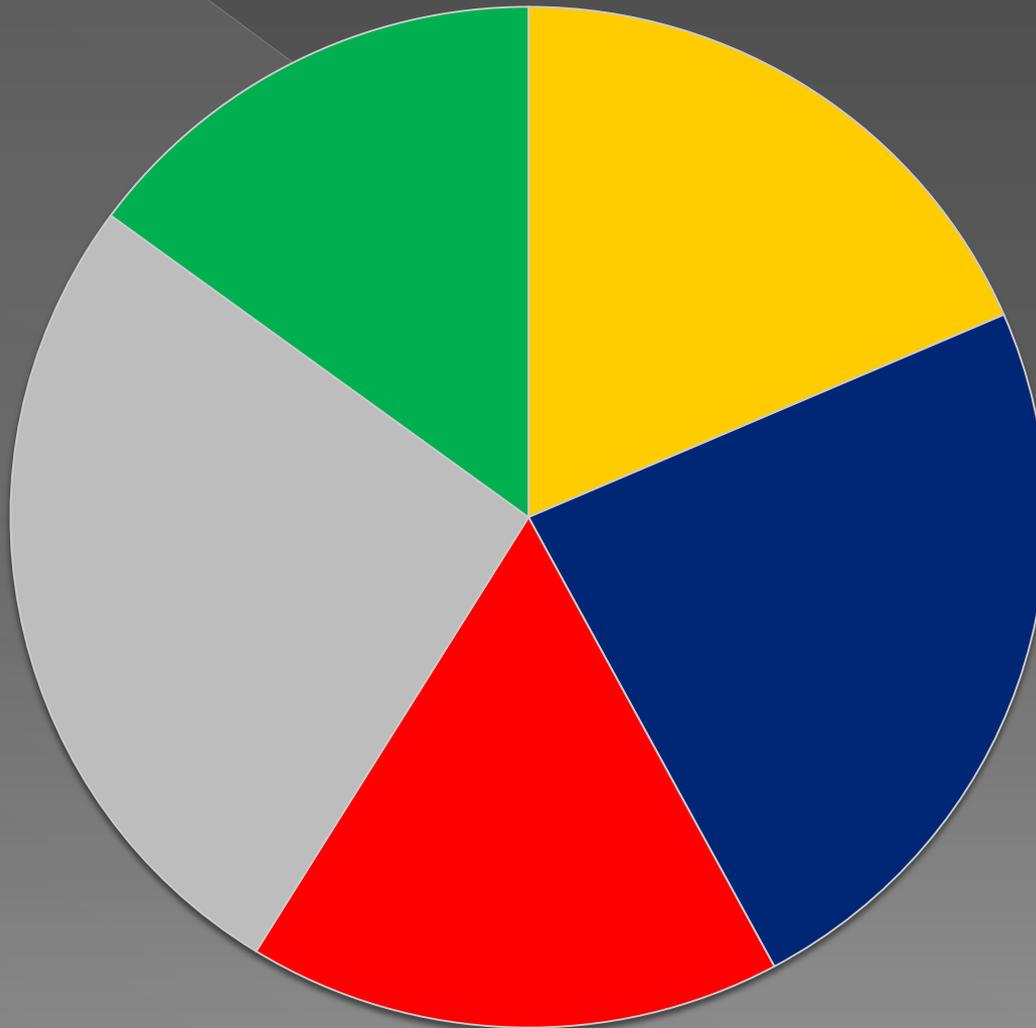
6 Recruits in Training

68 Volunteers

** 2 Civilian Support Volunteers that served 6 – 12 years*

Hours Volunteered

2017



■ Time on Scene - 4,212

■ Stand By - 5,376

■ Fire Prevention - 3,798

■ Training - 5,974

■ Other Activities - 3,399

SUPPORT STAFF

ADMINISTRATOR

ADMINISTRATIVE
ASSISTANT II

FIREFIGHTER I

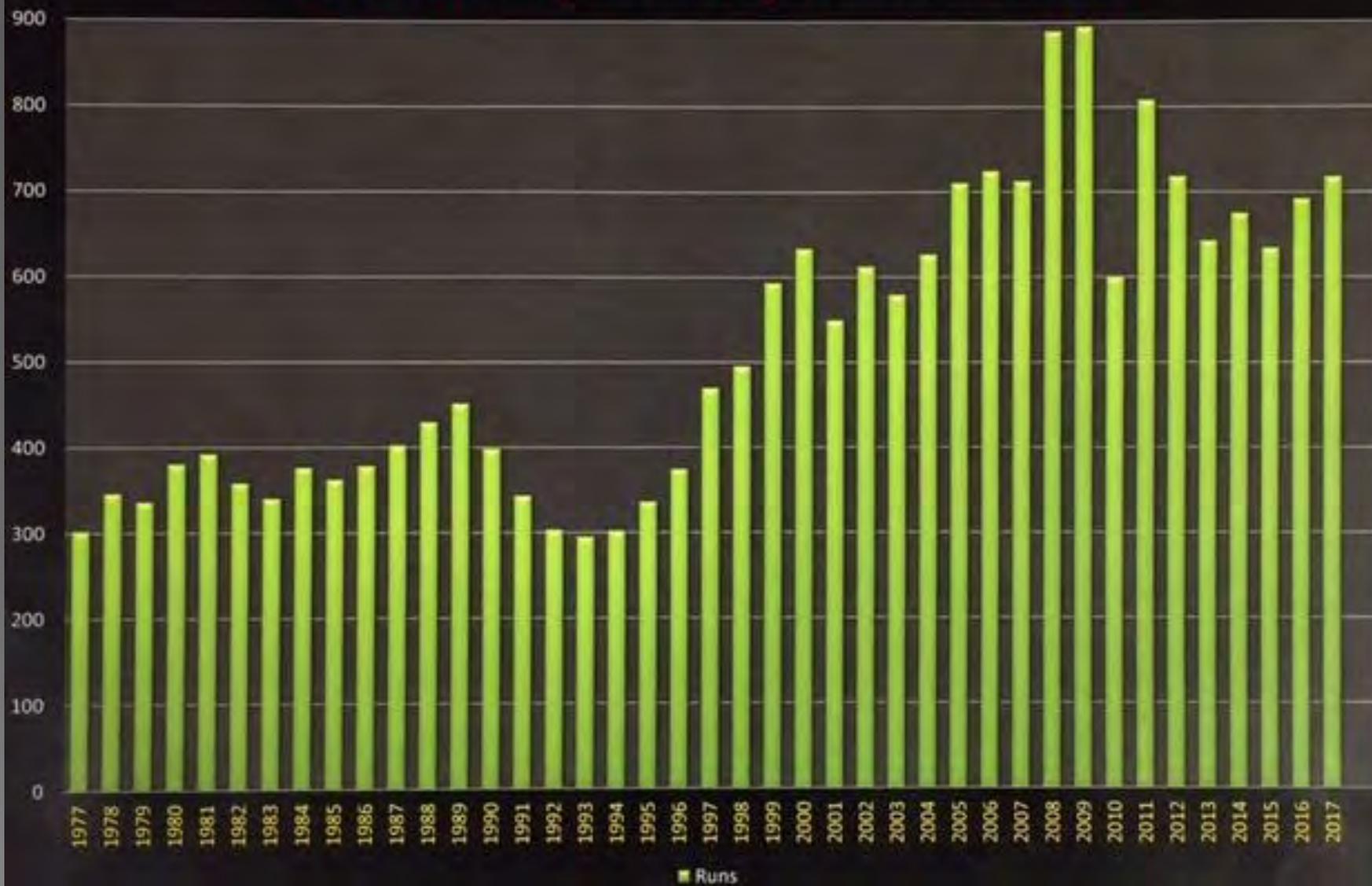
FIRE MARSHAL

ASSISTANT
FIRE MARSHAL

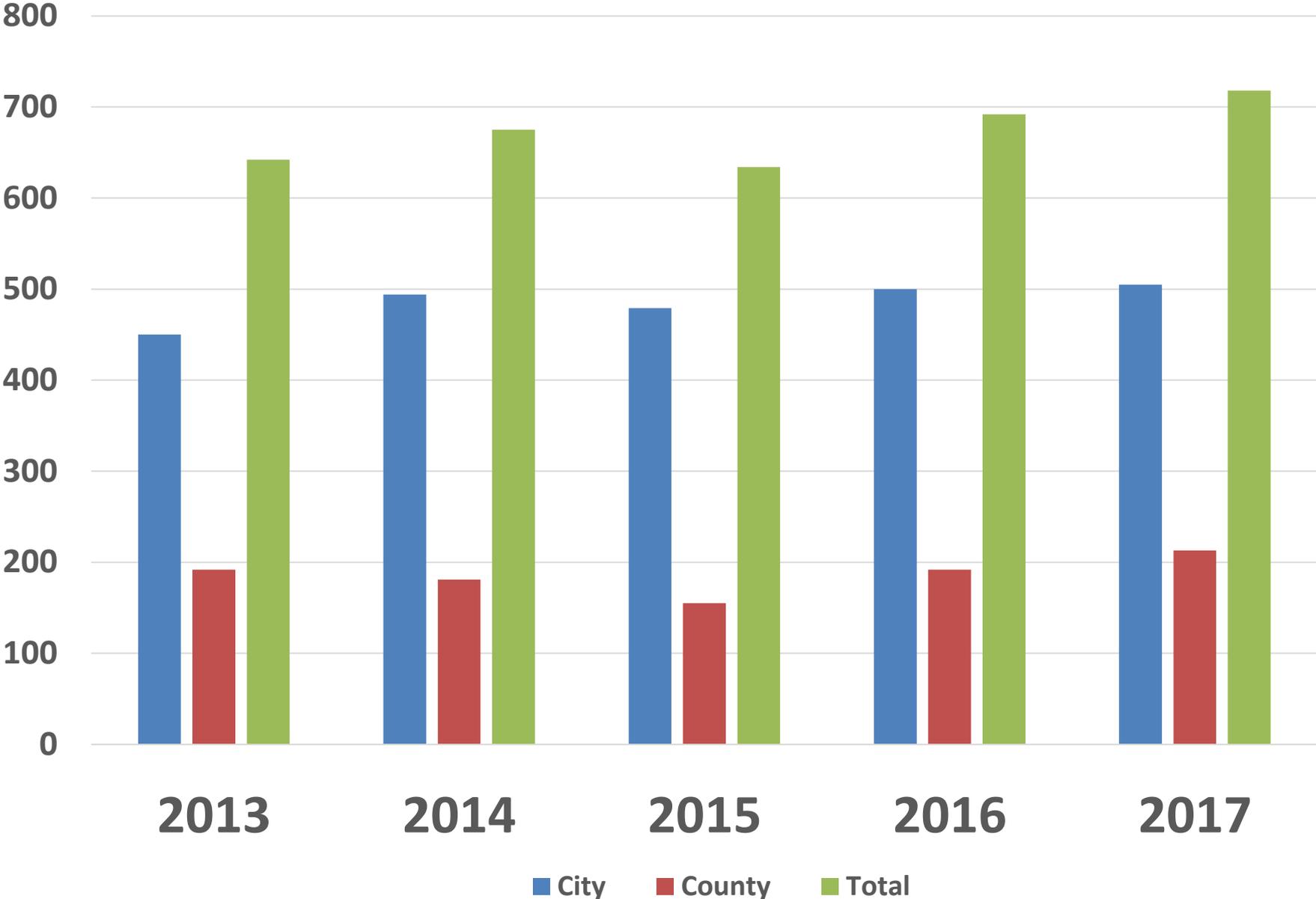
2 CONTRACT FIRE
MARSHALS



40 Year History of Fire Department Incidents



ANNUAL CALLS FOR SERVICE



EMERGENCY SERVICE DISTRICT #3 (ESD #3)

YEAR	CONTRACT AMOUNT	INCREASE
2014	\$313,040	\$37,000
2015	\$318,040	\$5,000
2016	\$326,100	\$8,060
2017	\$335,000	\$8,900
2018	\$350,000	\$15,000

Since the creation of the ESD in 2005, the Fire Department has received \$3,764,000.00 to provide service

Fire Marshal's Office 2017

Inspections -1,465

Fire Prevention - 41

* Contacts -4,252

Fire Investigations -12

PROGRAMS & CONTACTS



HARVEY RESCUES



MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY APRIL 5, 2018
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Brad Richards; Councilmembers: Gabe Adame, Joel Castro, Scott Reed, Glen Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Suzanne Hanneman, City Attorney; Junru Roland, Assistant City Manager/CFO; Grace Cruzen, Deputy City Secretary; Michelle Segovia, City Engineer; Dan Kelinske, Parks and Recreation Director and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Horn gave the invocation.

Council member Thompson led the Pledge of Allegiance to the American Flag and Council member Reed led the Pledge to the Texas Flag.

OATH OF OFFICE

Oath of Office to newly elected official.

Municipal Court Judge, Donna Starkey, administered the oath of office to City Council Member At-Large Position 2, Joel Castro.

PRESENTATIONS

Proclamation – Crime Victims’ Rights Week.

Mayor Horn presented a proclamation for Crime Victim’s Rights Week to Maribel Cooper, Crime Victims Assistance Liaison along with representatives of the Crime Victims Support Group.

PUBLIC COMMENT

Mr. Randy Race addressed the Council to express his concern about the students from Hasse Elementary exiting the school from Tovrea Road leaving trash in neighbor’s ditches, walking in the middle of the road and trespassing.

Ms. Colleen Dunn, expressed concerns regarding the students of Hasse Elementary exiting the school through Tovrea road and the problems it has created.

CONSENT AGENDA

Approve minutes of the March 15, 2018 City Council meeting.

Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2018 season.

This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.

Consider Resolution 18-R-14, declaring the results of the March 24, 2018 Special Runoff Election for the purpose of electing a member to fill the vacancy of City Council At Large Position 2.

The official canvassing for this election will be held on Tuesday April 3, 2018, at 6:00 p.m. in the 1st floor conference room at City Hall. This is the statutory last day to canvass this election. Per the State Election Code, a full quorum of the governing body is not required for the canvassing of an election and may be completed with two (2) members of the governing body in attendance. The official election returns will be read aloud by the City Secretary at the canvass and an affidavit will be signed declaring the official results.

Resolution 18-R-14 formally declares the results of this election in resolution and minute format, where it will be maintained as an official record of the City. Staff recommended the approval of Resolution 18-R-14.

Consider the adoption of the Fiscal Year 2019-2023 Capital Improvement Program.

The City of Alvin 2019-2023 Capital Improvement Program (CIP) includes anticipated drainage, street, water, wastewater, parks, and facilities projects planned for the next five years. Each year Staff will review / adjust the plan as necessary and present to the Planning Commission, Parks & Recreation Board and City Council as required by the City Charter prior to the start of the budget process for the upcoming fiscal year. Once the CIP is approved each year then the City Council / Staff will work to fund the projects through the budget for the upcoming fiscal year. Approval of the CIP does not guarantee that funds will be available in the respective fiscal years for implementation of the projects.

The 2019-2023 CIP was presented previously to the City Council in a workshop meeting on February 15, 2018, based on feedback that was received during that meeting, the only change that was made to the document was the addition of the Alvin Parkway Signage Project (Project # ST2001) shown on page 36 with funding proposed in fiscal years 2020, 2021, and 2022.

The City Planning Commission unanimously approved the 2019-2023 CIP at their meeting on March 20, 2018. Staff recommended approval.

Consider Resolution 18-R-12, acknowledging and accepting a sidewalk easement granted to the City of Alvin by Goal Line Investments, LLC located on West Phillips Street near Seventh Street.

Goal Line Investments, LLC is currently constructing homes at 1611, 1613, and 1615 West Phillips Street. Pursuant to Sec. 21-42 - Sidewalks, ADA ramps, driveways and driveway approaches of the City's Code of Ordinances states that sidewalks, Americans with Disabilities Act (ADA) ramps, driveways and driveway approaches shall be required and shall be constructed in accordance with the City's Design Criteria, Section IV H. and Section VI A. 6. a. (attached). This means the builder/owner is required to install a sidewalk as part of the building permit process. Once constructed, the City will be responsible for the maintenance and repair of the sidewalk. This property is located on West Phillips Street near Seventh Street and currently there is not sufficient room in the existing right-of-way of West Phillips Street to construct a sidewalk without encroaching upon the roadside ditch, therefore a sidewalk easement is required. This resolution formally acknowledges the City's acceptance of this sidewalk easement being granted to the City by Goal Line Investments, LLC.

Consider a final plat of Midtown Park Section 2, (located north of Midtown Park Section 1 near the intersection of Gordon Street and FM 528) being a subdivision of 26.64 acres out of a called 43.2539-acre tract being the remainder of a called 57.9559-acre tract and a called 9.9971-acre tract, recorded under document No. 2010000890, official public records of Brazoria County, Texas situated in the Hooper and Wade Survey, abstracts 420, 421 and 485, City of Alvin, County of Brazoria, State of Texas.

On March 1, 2018, the Engineering Department received the final plat of Midtown Park Section 2 for review. The property is located north of Midtown Park Section 1 near the intersection of Gordon Street and FM 528. This section consists of seventy-nine (79) single-family lots, nine (9) reserves, and five (5) blocks. The Midtown Park Subdivision currently consists of one previously platted section containing 85 single-family residential lots of which approximately 83 have homes on them. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on March 20, 2018.

Consider a master preliminary plat of Mustang Crossing, being a subdivision of 71.53 acres of land located in the Hooper & Wade survey, abstract 488, Brazoria County, Texas.

On March 1, 2018, the Engineering Department received the master preliminary plat of Mustang Crossing for review. The property is located along FM 1462 and is north and west of Mustang Crossing Sections 1, 2, and 4. This master preliminary plat consists of 246 single-family residential lots, 8 reserves, and 9 blocks. The Developer plans to construct the subdivision in three sections which will become Mustang Crossing Sections 5, 6, and 7. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on March 20, 2018.

Consider a final plat of Rosharon Service Center (located along the south side of FM 1462, just east of FM 521), being a subdivision of 34.7314 acres of land in the Andrew Robinson Survey, abstract 125, Brazoria County, Texas.

On March 1, 2018, the Engineering Department received the final plat of Rosharon Service Center for review. The property is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) along the south side of FM 1462 and east of FM 521. The property is being platted to consolidate the three parcels of land into one for the future development of the CenterPoint Energy Rosharon Service Center. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on March 20, 2018.

Consider a final plat of 1st Oak Creek Addition (23538 W. Highway 6), being 5.4655 acres situated in the H.T.B. & R.R. Co. Survey, section 21, abstract No. 230 as recorded in volume 21, page 186, Brazoria County deed records, Texas.

On March 1, 2018, the Engineering Department received the final plat of 1st Oak Creek Addition for review. The property is located at 23538 W. Highway 6 in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is being platted for the future construction of a Manufactured Home Sales Center. Being that this site is in the ETJ all building permits will be issued by Brazoria County and the Corridor Land Use and Manufactured Home Ordinances do not apply. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on March 20, 2018.

Item D - Consider the adoption of the Fiscal Year 2019-2023 Capital Improvement Program was removed by Council member Adame.

Council member Adame moved to approve the remaining items of the consent agenda. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

OTHER BUSINESS

Consider the adoption of the Fiscal Year 2019-2023 Capital Improvement Program.

This item was removed from the consent agenda by Council member Adame. Council member Adame requested clarification on the adoption of the CIP. The City Manager addressed his question.

Council member Adame moved to approve the adoption of the Fiscal Year 2019-2023 Capital Improvement Program. Seconded by Council member Reed; motion carried on a vote of 6 Ayes.

Consider the issuance of a 30-day notice of intent to terminate an agreement with Oriental Building Services, Inc. for janitorial services for City of Alvin facilities.

On May 4, 2017, City Council approved Addendum No. 1 for a one (1) year renewal to the Janitorial Services Contract in the amount of \$90,780.48 with Oriental Building Services, Inc. (OBS). This was the first of three optional yearly renewals currently set to expire September 30, 2018. OBS currently provides janitorial service to the following locations: City Hall, Public Services Facility, Library, Senior Citizens' Center, Museum, Convention and Visitors Bureau, Portable Restroom Trailer, Bob Briscoe Park Restrooms, Lions Park Restrooms, Pearson Park Restrooms, Morgan Park Restrooms, Bob S. Owen Pool Restrooms, National Oak Park Restrooms, Alvin Girl Scout House, Police Department and Alvin Animal Adoption Center. Staff recommended the renewal based on the ongoing efforts of OBS management to provide thorough and consistent janitorial service.

Under section 4.01 of the Janitorial Services Contract, “The City of Alvin may cancel this contract without cause upon thirty (30) days advance written notice to contractor.”

Staff recommends the issuance of a thirty-day notice of termination to OBS on April 9, 2018, with an effective termination date of 12:00 p.m., Wednesday, May 8, 2018. Staff’s recommendation is based on the contractor’s inability to provide thorough and consistent janitorial service outlined in the scope of services. Staff has met with said contractor multiple times and has outlined the performance expectations and improvements needed under this contract.

Between October 2017 through February 2018

- City Hall - 12 reports of lack of thoroughness in cleaning
- Public Services Facility - 11 reports of lack of thoroughness in cleaning
- Nine reports of “no show” janitorial staff to clean National Oak Park Restroom, Train Depot and Animal Adoption Center

Should City Council elect to terminate the OBS contract, City staff will immediately publicly re-bid janitorial services for the City; and bring to City Council another contract for consideration within 30 days.

Council member Starkey moved to approve the issuance of a 30-day notice of intent to terminate an agreement with Oriental Building Services, Inc. for janitorial services for City of Alvin facilities. Seconded by Council member Adame; motioned carried on a vote of 6 Ayes.

Consider Ordinance 18-G, amending Ordinance 17-R, passed and approved September 21, 2017, same being an ordinance approving and adopting the City of Alvin’s Budget for Fiscal Year 2017-2018 for the purpose of amending the mid-year budget and providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A.

At the end of fiscal year 2017 (FY17), the City exceeded budget expectations in the General Operating Fund (\$540,000) and the Utility Operating Fund (\$500,000). The FY17 budget savings are a result of savings in personnel costs; materials and supplies expenditures ending FY17 under budget; and other operational savings. It is the practice of the City to use any prior year budget savings that may occur at the end of a fiscal year to subsidize the funding of the City’s Capital Improvement Program (CIP).

Staff has identified capital items that could be funded in the current fiscal year (FY18) utilizing FY17 budget savings. Staff requests that council amend the FY18 budget to transfer the FY17 budget savings from the General Operating Fund to the General Capital Projects Fund to earmark \$450,000 for the design and project management services costs for the new Fire/EMS facility; with the remaining \$90,000 budget savings to used for other capital projects that will be proposed to be expended in the FY19 budget. Also, staff recommends that council authorize the transfer of budget savings from the Utility Operating Fund to the Utility Capital Projects Fund to fund the Northwest/Northeast Sewer Basin Study (\$100,000) – which was identified in the Utility Master Plan – with the remaining \$400,000 budget savings to be used to reduce the need to issue debt for other capital projects related to the Utility Master Plan.

Council member Thompson moved to approve Ordinance 18-G, amending Ordinance 17-R, passed and approved September 21, 2017, same being an ordinance approving and adopting the City of Alvin’s Budget for Fiscal Year 2017-2018 for the purpose of amending the mid-year budget and providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider Resolution 18-R-13, authorizing the Mayor to accept a Special Warranty Deed conveying approximately 4.00 acres of land of the Dolson and Nelson Subdivision from Brazoria County, Texas to the City of Alvin to be utilized as a City park for the general welfare and benefit of the public.

The City of Alvin has maintained this property as part of Marina Park for a number of years. During the update of the Parks and Recreation Master Plan adopted by City Council on June 15, 2017, one of the short-term goals (1-3 years) included taking ownership of the 4.0 acres of land as part of Marina Park for future parkland development. This conveyance accomplishes that goal and will provide growth for future park space.

Council member Starkey moved Resolution 18-R-13, authorizing the Mayor to accept a Special Warranty Deed conveying approximately 4.00 acres of land of the Dolson and Nelson Subdivision from Brazoria County, Texas to the City of Alvin to be utilized as a City park for the general welfare and benefit of the public. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the April 19, 2018 City Council meeting.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Ms. Cruzen reviewed the items of community interest.

Council member Thompson congratulated Joel Castro as the newly elected member to Council At Large Position 2.

Council member Reed expressed condolences to the students that recently passed away. He wished Mary Dearing best of luck upon her retirement and congratulated Council member Castro on his election.

Council member Richards congratulated Council member Castro on his election and offered his support.

Council member Castro thanked everyone who voted for him and looked forward to working with Council and serving the citizens.

Council member Adame congratulated Council member Castro on his election and reminded everyone that Prom is on Saturday and to be cautious on the road.

Council member Starkey congratulated Council member Castro on his election and offered a word of encouragement. He announced that last week was Vietnam Veteran's Day in Brazoria County and expressed his gratitude to fellow veterans.

Mayor Horn recognized Council member Jacob Balderas from Rosenberg, Texas who was in attendance tonight to offer support to Council member Castro. He mentioned that Council member Balderas was the youngest Council member prior to Castro being elected.

EXECUTIVE SESSION

Mayor Horn convened the meeting to closed session at 7:36 p.m. citing Section 551.074 of the Local Government Code – Deliberation on the appointment, employment, evaluation, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is subject of the deliberation or hearing requests a public hearing.

Discuss the employment contract of the City Attorney.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 7:57 p.m.

EXECUTIVE SESSION ACTION ITEMS

Consider and take appropriate action, if any, regarding the employment contract of the City Attorney.

Council member Castro moved to approve Amendment No. 1 to the Agreement of Professional Services and Employment Contract of the City Attorney. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:58 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: Staff continues to carry out actions on budgeted projects as defined in the 2018 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.

Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No

Legal Review Required: N/A Required ___ **Date Completed:** 4/16/18 SLH

Supporting documents attached:

- 2018 CIP Report Update
- 2018 Comprehensive Plan Implementation Report Update

Recommendation: Move to acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

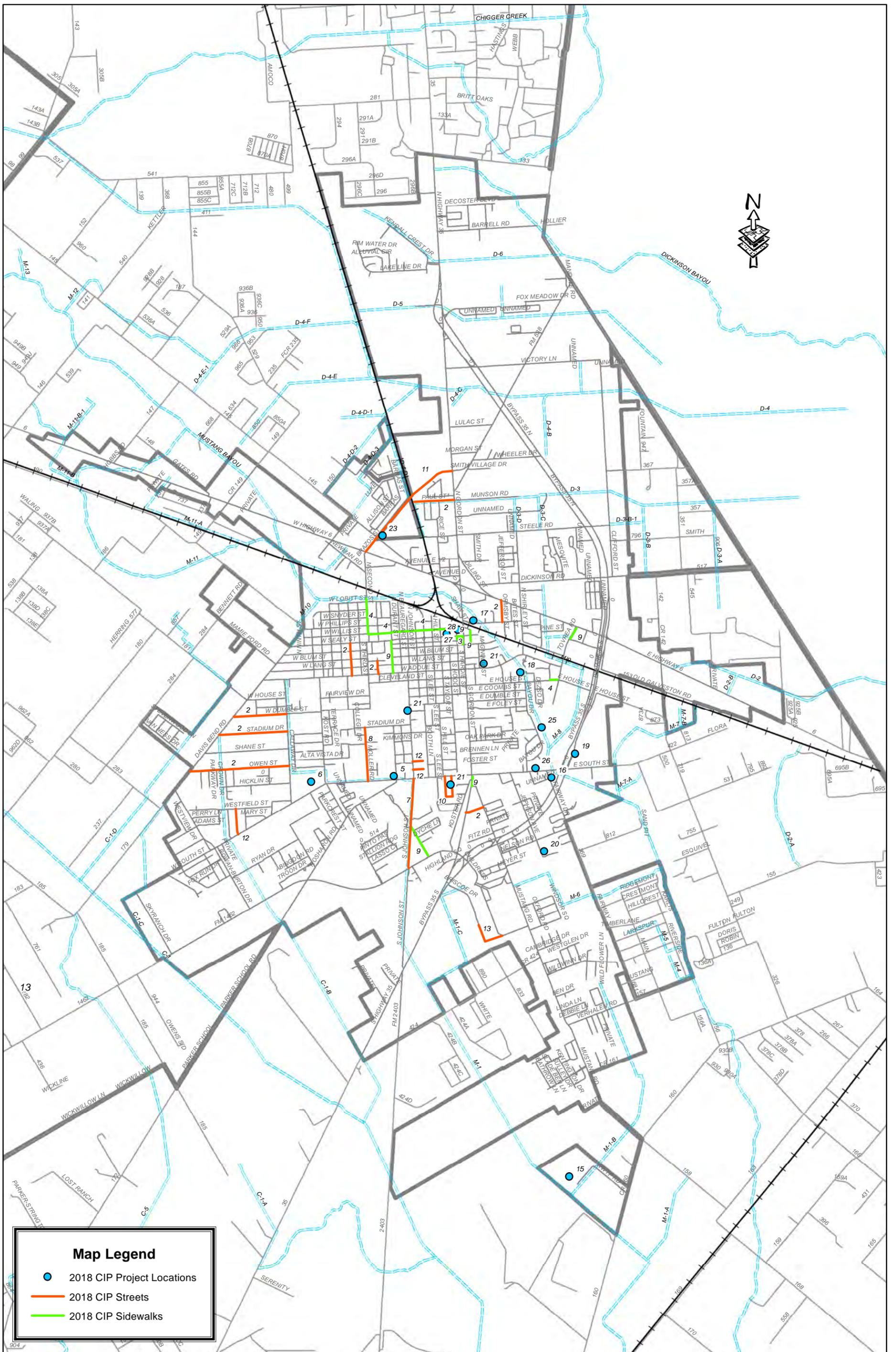
**Capital Improvement Program
Quarterly Report
April 2018**





FY 2018 Capital Improvement Program Project Schedule - April 2018

PROJECTS:	10/15/17	10/31/17	11/15/17	11/30/17	12/15/17	12/31/17	1/15/18	1/31/18	2/15/18	2/28/18	3/15/18	3/31/18	4/15/18	4/30/18	5/15/18	5/31/18	6/15/18	6/30/18	7/15/18	7/31/18	8/15/18	8/31/18	9/15/18	9/30/18			
1. Thoroughfare Plan Update Phase II	Design (Phase II)																										
2. 2017 Asphalt Pavement Project (Contractor)	Construction (90 days)				Project Complete																						
3. 2017 Downtown Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 days)														
4. 2017 Sidewalk Project	Bid						Construction (contractor terminated)						Construction (90 Days)														
5. Durant Detention Pond	Excavation by C & R #3																				Bid		Construction				
6. Kost Pond Beautification	Quote				Construction								Project Complete														
7. Johnson Street Paving and Sidewalk Project (Design)								Design																			
8. Moller Road Storm Sewer and Pavement Improvements Phase I (Design)								Design																			
9. 2018 Sidewalk Project													Design			Bid			Construction								
10. South Park Drive Pavement and Drainage Project							Design												Bid		Construction						
11. FM 528 Extension (Design)								Design																			
12. 2018 Concrete Pavement and Drainage Project	Design																					Bid		Construction			
13. Briscoe Park Egress Road													Pending														
14. Automated Water Meters	Construction																										
15. Wastewater Treatment Plant Optimization Improvements Phase II	Bid	Construction (480 days)																									
16. Fairway and South Water Line Improvements (Design)								Design																			
17. / 18. Lift Station 14 and 17 Rehabilitations								Design																			
19. Lift Station 30 Expansion & Hwy. 35 Gravity Mains (Design)								Design																			
20. 54" Eastside Interceptor (Design)								Design																			
21. Water Line Improvements Phase I (Design)								Design																			
22. Northwest/Northeast Basin Sewer Survey								Design																			
23. Water Plant #6 Tank Replacement								Design																			
24. Wayfinding Signs Project	Design																										
25. Blue Trails Assessment							Design																				
26. Fire/EMS Station Assessment and Design											Design																
27. Willis Street Downtown Parking Lot																	Pending										
28. Museum Expansion																					Construction						



FY 2018 CIP Project Location Map

Rev. Date 1/4/2018
Engineering Dept.



Thoroughfare Plan Update Phase II

Project Number:	1
Project Type:	Streets
Strategic Plan:	Planning for Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Corporate City limits and portions of the Extraterritorial Jurisdiction.
Project Description:	This project will study all of the streets and roadways throughout the City of Alvin, and provide an update to the existing thoroughfare plan. Phase I of this two phase project consists of the data collection, public involvement, and GIS based thoroughfare map creation. Phase II includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program, and the development of funding options including TIP submittals to HGAC.
Project Justification:	To provide a planning tool that will allow for the future expansion of the City's roadway system as properties are developed and redeveloped.
Current Status:	Council approved the Implementation Plan on August 3, 2017. RPS is awaiting H-GAC's "Call for Projects" that is anticipated in late Spring/early Summer 2018, to seek funding for the FM 528 Extension Project which is a Short Term Project on the Implementation Plan.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years (life of the plan before updates are required)

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN (Phase I)</u>		\$75,000	\$75,000	2015	
<u>DESIGN (Phase II)</u>		\$100,000	\$100,000	2016	
<u>OTHER</u>					
<u>TOTAL:</u>	\$200,000	\$175,000	\$175,000		



2017 Asphalt Pavement Project (Contractor)

Project Number:	2
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations: <u>Cedar Lane</u> (S. Gordon St. to Mustang Rd.), <u>Dumble St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Jack St.</u> (Adoue St. to Robinson Dr.), <u>Ormsby St.</u> (Old Galveston Rd. to Hwy. 6), <u>Owen St.</u> (Callaway Dr. to Davis Bend Rd.), <u>Paul St.</u> (N. Gordon St. to the Railroad track), <u>S. Fourth St.</u> (Sealy St. to Adoue St.), and <u>Stadium Dr.</u> (Callaway to Davis Bend Rd.).
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	GMJ Paving Company, LLC. completed the project on November 27, 2017.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000	\$532,808	\$800,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000	\$532,808	\$800,000		



2017 Downtown Sidewalk Project

Project Number:	3
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 3 on the CIP project location map. <u>Gordon St.</u> (west side, in front of Kibbe Realty), <u>Sealy St.</u> (north and south sides, between Gordon and Hardie), and <u>Hardie St.</u> (east side, mid block to Sealy).
Project Description:	This project is a continuation of a multiphase project to provide adequate pedestrian access throughout historic downtown Alvin. Brick paver sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements and shall match the existing brick paver sidewalks in the area.
Project Justification:	To provide adequate pedestrian access, and add decorative sidewalks to the downtown area.
Current Status:	Based on Staff's recommendation the contract with McCrory Services CTI was cancelled by Council on March 15, 2018 and the bid was awarded to L.G. & G. Construction, Inc. who was the second low bidder. Contracts are being reviewed by Legal and work should resume in April.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$150,000	\$98,049	\$150,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$150,000	\$98,049	\$150,000		



2017 Sidewalk Project

Project Number:	4
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Project locations identified as number 4 on the CIP project location map. <u>Willis St.</u> (south side, between Second St. and Hood St.), <u>Second St.</u> (west side, between Sealy St. and the Mustang Bayou Bridge), and <u>E. House St.</u> (north side, between Legion Road and Tovrea Road).
Project Description:	This project is intended to provide adequate pedestrian access throughout downtown Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks to the downtown area as proposed in the Comprehensive Plan.
Current Status:	Based on Staff's recommendation the contract with McCrory Services CTI was cancelled by Council on March 15, 2018 and the bid was awarded to L.G. & G. Construction, Inc. who was the second low bidder. Contracts are being reviewed by Legal and work should resume in April.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$175,000	\$192,253	\$175,000	2017	
<u>OTHER</u>					
<u>TOTAL:</u>	\$175,000	\$192,253	\$175,000		



Durant Detention Pond

Project Number:	5
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Five acre City owned property at the northwest corner of the W. South Street and Durant Street intersection. Project location identified as number 5 on the CIP project location map.
Project Description:	This project includes the design and construction of a storm water detention pond on City owned property along Durant Street (5 acres). This is the second of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by providing detention storage for future storm sewer improvement projects along Durant Street, Moller Road, and Stadium Drive.
Current Status:	C & R #3 started rough excavation of the pond on July 24, 2017 in accordance with the Memorandum of Understanding that was approved by the City Council on February 2, 2017. Excavation activities temporarily ceased from August 25, 2017-November 27, 2017 due to Hurricane Harvey. This phase is anticipated to take six months to one year to complete and will be followed by the bidding of the final grading and concrete work that will be required to complete the pond (complete plans for this work were received on December 21, 2017 from Dannenbaum). Excavation and hauling activities are ongoing.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$107,000	\$122,593	\$122,593	2016	
<u>CONSTRUCTION</u>	\$677,000		\$315,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$784,000		\$437,593		



Kost Detention Pond Beautification

Project Number:	6
Project Type:	Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund/Sales Tax Fund
Assigned:	City Engineer
Project Location:	Fifteen acre City owned property at the northwest corner of the Kost Road and W. South Street intersection. Project location identified as number 6 on the CIP project location map.
Project Description:	This project includes the installation of wrought iron fencing (along South and Kost), concrete sidewalk (along South), and trees (along South and in the bottom of the pond) at the Kost Detention Pond in an effort to beautify the site.
Project Justification:	To improve the look of the property and provide a sidewalk along South Street at this location.
Current Status:	Project complete as of March 31, 2018.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$106,000		\$106,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$106,000		\$106,000		



Johnson Street Paving and Drainage Project (Design)

Project Number:	7
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Johnson Street from South Street to FM 1462. Project location identified as number 7 on the CIP project location map.
Project Description:	This project involves the improvement of paving along Johnson Street from South Street to FM 1462. The project includes the construction of a concrete sidewalk from South Street to FM 1462 along the east side of Johnson Street.
Project Justification:	This project will make improvements and upgrades to Johnson Street.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top three firms were interviewed on March 8, 2018. Following the interviews, Staff selected Freese and Nichols to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with Freese and Nichols on April 19, 2018 in the amount of \$264,650.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$200,000	\$264,650	\$200,000	2018	
<u>CONSTRUCTION</u>	TBD				
<u>GEO. STUDY</u>	\$30,000	\$28,700	\$30,000		
<u>TOTAL:</u>	\$230,000		\$230,000		



Moller Road Storm Sewer and Pavement Improvements Phase I (Design)

Project Number:	8
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 8 on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalks along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Council approved an Engineering Design Services Agreement with Dannenbaum Engineering on February 15, 2018 for design of this project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$249,932	\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659				
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659		\$250,000		



2018 Sidewalk Project

Project Number:	9
Project Type:	Sidewalks
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund and CDBG
Assigned:	City Engineer
Project Location:	Project locations identified as number 9 on the CIP project location map. <u>Pearson Rd.</u> (east side between Johnson St. and FM 1462), <u>Durant St.</u> (west side between Adoue St. and Sealy St.), <u>Tovrea Rd.</u> (east side between Delta Dr. and Highway 6), <u>Willis St.</u> (north side between Gordon St. and Hardie St.), <u>Gordon St.</u> (east side between South St. and Mustang Rd.), and <u>Depot Centre Blvd.</u> (east side between Sidnor St. and the Depot).
Project Description:	This project is intended to provide adequate pedestrian access throughout areas of Alvin where pedestrians are frequently observed. Concrete sidewalks will be installed in compliance with Americans with Disabilities Act (ADA) requirements.
Project Justification:	To provide adequate pedestrian access, and add sidewalks as proposed in the Comprehensive Plan.
Current Status:	To be designed by Staff beginning in May 2018.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



South Park Drive Pavement and Drainage Project

Project Number:	10
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	South Park Drive (off of South St. near Hood St.). Project location identified as number 10 on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, inlets, and manholes.
Project Justification:	This project will replace the broken and uneven pavement and includes the installation of an underground storm sewer system to allow for proper drainage.
Current Status:	Currently being designed by Staff.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$800,000		\$800,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$800,000		\$800,000		



FM 528 Extension (Design)

Project Number:	11
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number 11 on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top three firms were interviewed on March 8, 2018. Following the interviews, Staff selected HDR to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with HDR on April 19, 2018 in the amount of \$1,186,353.11.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,000,000	\$1,186,353.11	\$1,000,000	2018	
<u>CONSTRUCTION</u>	\$10,513,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$11,513,000		\$1,000,000		



2018 Concrete Pavement and Drainage Project

Project Number:	12
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Heisse St. (S. Johnson St. to the east end), Richards St. (S. Johnson St. to the east end), and Kings Ln. (Westfield St. to W. South St.). Project locations identified as number 12 on the CIP project location map.
Project Description:	This project includes the removal and replacement of concrete pavement and curbs and the installation of storm pipes, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	Staff is in the process of finalizing the design.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$797,000		\$797,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$797,000		\$797,000		



Briscoe Park Egress Road

Project Number:	13
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer / Public Services Director
Project Location:	Briscoe Park Drive to ACC. Project location identified as number 13 on the CIP project location map.
Project Description:	This project includes the installation of concrete pavement from the current termination point of Briscoe Park Drive to the private road on the ACC campus.
Project Justification:	To create an emergency access/egress road to serve Briscoe Park.
Current Status:	Seeking approval from ACC to construct the road across their property.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$240,000		\$240,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$240,000		\$240,000		



Automated Water Meters

Project Number:	14
Project Type:	Water
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	Director of Public Services
Project Location:	All City water customers.
Project Description:	This project will replace all of the existing water meters in the City of Alvin with new automated meters that will improve accuracy and efficiency of readings.
Project Justification:	The new meters will greatly improve accuracy and efficiency of readings.
Current Status:	Under Construction, still working on the replacement of the last 25 commercial meters. All residential meters have been replaced.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$2,600,000	\$2,690,588	\$2,690,588	2015	
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,600,000	\$2,690,588	\$2,690,588		



Wastewater Treatment Plant Optimization Improvements Phase II

Project Number:	15
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure
Funding:	2015 Certificate of Obligation Bond Funds
Assigned:	City Engineer/Public Services Director
Project Location:	Wastewater Treatment Plant. Project location identified as number 15 on the CIP project location map.
Project Description:	Phase II of this project includes installation of a non-potable water system, belt press, rehabilitation of the aeration system, and rehabilitation of the digester tank as well as upgrades to the laboratory.
Project Justification:	Upgrade the WWTP to meet state and federal regulations.
Current Status:	On November 16, 2017 the City Council awarded a bid to JTR Constructors, Inc. for the construction of the project. A Pre-Construction meeting was held on January 24, 2018 and a Notice to Proceed with an effective date of January 29, 2018 was issued for this 480 calendar day project. Contractor has mobilized equipment and materials on site and begun work on the clarifier.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$766,500		2016	
<u>CONSTRUCTION</u>		\$4,730,985			
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,540,000	\$5,497,485	\$7,540,000		



Fairway and South Street Water Line Improvements (Design)

Project Number:	16
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Fairway Drive and South Street Water Line Improvements
Project Description:	New 12-inch water lines along South Street and Fairway Drive to parallel existing 8-inch water lines. New 10-inch water line along Fm 1462 and new 6-inch water line along Koster Road to replace existing 2.25-inch water lines.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top four firms were interviewed on March 8/19, 2018. Following the interviews, Staff selected CobbFendley to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with CobbFendley on April 19, 2018 in the amount of \$528,111.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

<u>PROJECT COST</u>					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$670,400	\$528,111		2018	
<u>CONSTRUCTION</u>	\$3,352,000			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$4,022,400				



Lift Station 14 and 17 Rehabilitations

Project Number:	17 and 18
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Identified as project numbers 17 and 18 on the project location map.
Project Description:	This project includes the rehabilitation of Lift Stations 14 and 17. The condition assessment results showed these lift stations to be in very poor condition.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top four firms were interviewed on March 8/19, 2018. Following the interviews, Staff selected LJA Engineering to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with LJA Engineering on April 19, 2018 in the amount of \$225,645.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$260,000	\$225,645		2018	
<u>CONSTRUCTION</u>	\$1,300,000			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,560,000				



Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains (Design)

Project Number:	19
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number 19 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 9.0 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top four firms were interviewed on March 8/19, 2018. Following the interviews, Staff selected LJA Engineering to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with LJA Engineering on April 19, 2018 in the amount of \$668,865.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,495,900	\$668,865		2018	
<u>CONSTRUCTION</u>	\$5,900,400			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$7,396,300				



54" Eastside Interceptor

Project Number:	20
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number 20 on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top four firms were interviewed on March 8/19, 2018. Following the interviews, Staff selected Freese and Nichols to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with Freese and Nichols on April 19, 2018 in the amount of \$2,076,000.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300	\$2,076,000		2018	
<u>CONSTRUCTION</u>	\$10,826,400			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$12,991,700				



Water Line Improvements Phase I (Design)

Project Number:	21
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Identified in Utility Master Plan
Project Description:	New 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small water lines in the area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Sreet.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top four firms were interviewed on March 8/19, 2018. Following the interviews, Staff selected LJA Engineering to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with LJA Engineering on April 19, 2018 in the amount of \$433,300.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$510,800	\$433,300		2018	
<u>CONSTRUCTION</u>	\$2,553,800			2019	
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,064,600				



Northwest and Northeast Sanitary Sewer Basin Evaluation Survey

Project Number:	22
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Evaluation Survey
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top four firms were interviewed on March 8/19, 2018. Following the interviews, Staff selected Freese and Nichols to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with Freese and Nichols on April 19, 2018 in the amount of \$95,200.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$95,300	\$95,200		2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$95,300				



Water Plant #6 Tank Replacement

Project Number:	23
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Certificate of Obligation Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number 23 on the CIP Project Location Map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	A Request for Qualifications was advertised in January 2018. Statements of Qualifications were received from 24 engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Committee in February 2018 and the top four firms were interviewed on March 8/19, 2018. Following the interviews, Staff selected LJA Engineering to submit a proposal for the design of this project. Staff will request that Council approve an Engineering Design Services Agreement with LJA Engineering on April 19, 2018 in the amount of \$319,400.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$526,500	\$319,400		2018	
<u>CONSTRUCTION</u>	\$2,632,500			2018	
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,159,000				



Wayfinding Signs Project

Project Number:	24
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Director
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	<p><u>Ongoing:</u> The design phase is currently underway. The wayfinding signage stakeholders group have met 7 times as of 4/3/2018 to discuss the project and to determine the entities within Alvin to be identified on the wayfinding signage, as well as, the ideal locations for primary signage along Alvin's major thoroughfares.</p> <p><u>Ongoing:</u> Steve Startzell, a representative of National Signs Plaza (NSP) attended the 2nd stakeholders' meeting on 10/24/2017 to listen to ideas from the group regarding desired signage design (color, branding, locations, and imagery). NSP will develop design documents for the stakeholders to review and approve.</p> <p><u>Ongoing:</u> The stakeholders group held four meetings from the second meeting, producing a draft package of 18 combinations of signage. They requested and received 5 alteration requests to the wayfinding signage designs as of 4/3/2018, and are nearing a final recommendation for City Council. The group is currently waiting on a small revision to an image of a train on the bottom of the wayfinding signage.</p>
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$20,500		\$30,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



Blue Trails Assessment

Project Number:	25
Project Type:	Waterway Trail
Strategic Plan:	Planning for waterways as a key addition to the Alvin Trails Network
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Mustang Bayou within the Corporate City Limits. Identified as project number 25 on the CIP Project Location Map.
Project Description:	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou Waterways as a key addition to the larger Alvin Trails Network.
Project Justification:	Capitalize on local resources as a means of tourism, education, research, and recreation.
Current Status:	Kimley-Horn Associates, Inc. has been hired to conduct a feasibility study. The study kickoff meeting was held January 16, 2018. Staff received the draft of the Technical Memo regarding the study on April 9, 2018 and is currently reviewing.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$15,000		\$15,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



Fire/EMS Station Assessment and Design

Project Number:	26
Project Type:	Facilities
Strategic Plan:	Planning for the replacement of aged facilities.
Funding:	General Fund
Assigned:	Rex W. Kleesel
Project Location:	City owned 4.38 Acres at the corner of Bellaire Boulevard and South Street. Identified as project number 26 on the CIP Project Location Map.
Project Description:	Assess and Design a new combination Fire/EMS Station to replace Fire Station 1 and the EMS Station.
Project Justification:	The City proposes to retain a qualified, capable firm to act as the Architect for the project. The selected Architect will be required to perform the Architectural and Engineering design services.
Current Status:	Joiner Architects, Inc. was selected and approved by City Council on March 15, 2018 to provide design services for the project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	50+ Years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$600,000		\$610,000	2018	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>					



Willis Street Downtown Parking Lot

Project Number:	27
Project Type:	Public Parking
Strategic Plan:	Maintain Infrastructure
Funding:	General Projects Fund
Assigned:	City Engineer
Project Location:	Project location identified as number 27 on the CIP project location map.
Project Description:	This project includes the installation of a concrete public parking lot on the City owned property at the southeast corner of the Willis and Hardie intersection.
Project Justification:	To create additional public parking in the downtown area.
Current Status:	Design of this project is pending and is dependent on the construction of the chamber building addition.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-40 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$120,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>			\$120,000		



Museum Expansion

Project Number:	28
Project Type:	Facilities
Strategic Plan:	
Funding:	HOT Tax
Assigned:	Parks Director / CVB Director
Project Location:	Project location identified as number 28 on the CIP project location map.
Project Description:	Interior build-out of the loading dock area of the Alvin Museum to accommodate additional exhibit space for a future Nolan Ryan permanent exhibit.
Project Justification:	Provide additional exhibit space, as requested by the Alvin Museum Society, whom acquired items from the recently closed Nolan Ryan Museum located inside the Nolan Ryan Center at Alvin Community College. This exhibit will continue to honor Nolan Ryan as a local sports icon and continue to provide an opportunity for tourism to the City of Alvin.
Current Status:	Staff is awaiting a proposal from Horizon for the construction of the improvements.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	30-40 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$130,000	2018	
<u>OTHER</u>					
<u>TOTAL:</u>			\$130,000		

FY17 COMPREHENSIVE PLAN PROJECT WORKSHEET OVERVIEW

April 10, 2018

PARKS ANNUAL OPERATION AND MAINTENANCE PLAN				
Project Scope	Develop an annual operation and maintenance plan for Alvin's parks system, including provisions for regular physical condition assessments of grounds and facilities, equipment safety inspections, maintenance scheduling and personal tracking and funding and resource assessment.			
Background/Community Value	Items 9 and 14 from the 2035 Comp Plan help create standardized criteria of maintenance and improvements of parks to enhance neighborhood viability. To illustrate, "item 9" encourages staff to focus on park and recreation improvements as a means for elevating neighborhood viability. Also, "item 14" directs staff to develop a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements so that the Alvin park system maintains a consistent level of quality, maintenance and aesthetic appeal. By developing a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements, the Alvin park system will maintain a consistent level of quality, maintenance, and desirable aesthetic appeal. This will help sustain and improve the quality, condition and attractive appearance of public areas and facilities within our community.			
Team Leader and Members	Dan Kelinske, Parks & Rec. Dir., Team Leader; Carlos Tavira, Park Operations Manager; Michelle Nesrsta, Recreation Manager; Dwight Rhodes, Chairperson Parks and Recreation board.			
Quarterly Updates	1 st Qtr. due by 9/29/2016	2 nd Qtr. due by 12/29/2016	3 rd Qtr. Due by 03/30/2017	4 th Qtr. due by 06/29/2017
	Host team meeting in December, once Park Standards Manual is completed to begin information gathering, establish processes and overall plan outline.	Awaiting initial draft of standards manual. Will host initial meeting by January 25 th utilizing draft Park Standards Manual as a guide.	Now that final draft of Parks Standard Manual is complete, will now host initial meeting June 2017	Parks Standard Manual adopted by Council on 6-15-17. Host initial meeting utilizing Park Standards Manual as a guide by August 2017
Quarterly Updates	1 st Qtr. due by 09/28/2017	2 nd Qtr. due by 12/28/2017	3 rd Qtr. due by 03/29/2018	4 th Qtr. due by 06/28/2018
	Conference call scheduled for 11-29 to explore outsourcing draft plan.	Received proposal from KKC. Currently identifying funding source. If approved, this would be a 4-month process.	Project on hold, pending the hiring of the new Parks Operation Manager and capabilities to source in-house	

WALKABILITY

Project Scope	<p>Improve the walkability of neighborhoods with the installation of sidewalks concurrent with all new development and rehabilitation or construction of construction of new sidewalks in the older neighborhoods, particularly adjacent to schools and parks. Sidewalks at the following locations are currently being designed: Willis St. (north side between Gordon and Hardier), Gordon St. (west side in front of Kibbe Realty), Sealy St. (south side between Gordon and Hardie), Hardie St. (east side mid-block to Sealy), Willis St. (south side between Second and Hood), Second St. (west side between Sealy and the Mustang Bayou Bridge), and E. House St. (south side between Hasse Elementary and La Quinta Inn).</p>			
Background/Community Value	<p>Provide safe areas to walk in and around the older sections of town where pedestrians are frequently observed.</p>			
Team Leader and Members	<p>Michelle Segovia, City Engineer, Team Leader; Brian Smith, Public Services Director</p>			
Quarterly Updates	1 st Qtr. due by 9/29/2016	2 nd Qtr. due by 12/29/2016	3 rd Qtr. Due by 03/30/2017	4 th Qtr. due by 06/29/2017
	Project Areas currently being surveyed to identify right-of-way.	Survey work	Survey work to continue through mid-April and begin design.	4-15-17 Project areas have been surveyed to identify right-of-way. Now finishing design and preparing bid package
Quarterly Updates	1 st Qtr. due by 09/28/2017	2 nd Qtr. due by 12/28/2017	3 rd Qtr. due by 03/29/2018	4 th Qtr. due by 06/28/2018
	Bid package sent out and bids were opened on 9-12-17. Going to Council on 10-19-17 for approval. On 10-19-17, Council approved the project in the amount of \$299,038.59	This project will continue from year to year, was moved to the CIP, and will be tracked there		

MAJOR THOROUGHFARE PLAN PHASE II

Project Scope	Klotz Associates in conjunction with City Staff is currently working on Phase II of this two phase Thoroughfare Plan Update which includes the preparation of an Implementation Plan with cost estimates, a Capital Improvements Program (CIP), and the development of funding options including Transportation Improvement Program (TIP) submittals to the Houston Galveston Area Council (HGAC) and is scheduled to be complete March 15, 2018.			
Background/Community Value	The Thoroughfare Plan Update was identified as a near term (less than two years) project in the 2035 Comprehensive Plan. The Thoroughfare Plan benefits the community by establishing a plan for future roadway projects that will increase mobility and ease traffic congestion as the City continues to grow			
Team Leader and Members	Michelle Segovia, City Engineer, Team Leader; David Balmos, Project Manager Klotz Associates; Brian Smith, Public Services Director			
Quarterly Updates	1 st Qtr. due by 9/29/2016	2 nd Qtr. due by 12/29/2016	3 rd Qtr. Due by 03/30/2017	4 th Qtr. due by 06/29/2017
	David Balmos to submit draft of the Implementation Plan by 12/31/2016.	Draft Implementation Plan submitted. Now working on cost estimates and prioritization to be submitted as part of a manageable Capital Improvements Program (CIP)	A prioritized list of projects is to be submitted by the end of April 2017.	6-15-17 Completed draft project list with preliminary project cost estimates.
Quarterly Updates	1 st Qtr. due by 09/28/2017	2 nd Qtr. due by 12/28/2017	3 rd Qtr. due by 03/29/2018	4 th Qtr. due by 06/28/2018
	Beth Shelton with RPS Klotz presented plan to Council on 8-3-17. Next goal is to Submit project applications for Transportation Improvement Program (TIP) funding through the Houston Galveston Area Council (HGAC) by 3-15-18	This project was moved to the CIP, and will be tracked there		

DOWNTOWN IMPROVEMENTS				
Project Scope	Create a distinct identity of Downtown, including forming an identifiable edge to the district with monuments and gateway treatments at the entries from each direction (particularly along Business 35 at the northern and southern entries and Sealy street from the west and House street for the east), along with unifying design elements, such as unique signage and banners, landscaping decorative lighting, street and sidewalk/crosswalk patterns and other unique urban design treatments.			
Background/Community Value	Through citizen's input and initial analysis of downtown Alvin, a framework from which to envision a revitalization has been established. The analysis provided an objective view of the study area from varying scales. Both strength and weaknesses were revealed. The Downtown Improvement Task Force's feedback helped bring us closer to discovering Downtown Alvin's full potential.			
Team Leader and Members	Larry Buehler, Economic Development Dir, Team Leader; Priya Bhakta, Convention Visitor Bureau			
Quarterly Updates	1 st Qtr. due by 9/29/2016	2 nd Qtr. due by 12/29/2016	3 rd Qtr. Due by 03/30/2017	4 th Qtr. due by 06/29/2017
	Vision and Next Steps were presented to City Council. Currently reviewing current task force and seeking potential new members and identifying projects.	Henry Dillmann, Kathy Hermann, Paul Stanton on board, seeking other new members. New EDC Employee started January 3 rd , brought up to speed. Staff reviewing the Texas Main Street Program, the Texas Downtown Association, and H-GAC resources to discuss with the group.	LED lights on top of buildings in design and implementation. Engineering designing 5 new decorative street lights. 2 nd Annual Art Walk on May 6 th 2 locations selected for temporary bump-outs. Downtown grant program launched.	1. Parking solutions presentation given to Council on 6-15-17 for FY 18 budget consideration. 2. Consultant designing initial 9 decorative street lights and up to 13 with phasing option. 3. Sidewalk on Willis from city hall to Stanton's Center under design 4. 47 businesses mailed grant information. Three have verbally expressed interest in applying.

DOWNTOWN IMPROVEMENTS

Quarterly Updates	1 st Qtr. due by 09/28/2017	2 nd Qtr. due by 12/28/2017	3 rd Qtr. due by 03/29/2018	4 th Qtr. due by 06/28/2018
	<p>Dumpsters at the library moved to open 3 parking spaces.</p> <p>Public parking signs installed at City Hall and parking lot across from Wells Fargo</p> <p>New concrete pole street light installed in front of barber shop</p> <p>Electrical engineer hired to design 13 decorative street lights</p> <p>Sidewalk project to begin construction in upcoming quarter</p> <p>Meeting with the Stanton's to discuss building improvement and marketing opportunities.</p>	<p>City-owned parking lot lights repaired.</p> <p>Downtown Business Improvement Grant awarded for a new covered patio at Gordon Street Tavern.</p> <p>Original National Oak Park parking lot re-paved and re-striped.</p> <p>Decorative street lighting meeting held between city staff, electrical engineer, and LESCO</p>	<p>Repairs completed to lights at Alvin Public Library.</p> <p>Staff reviewed modified specifications to decorative street lights</p> <p>Renovations completed, and certificate of occupancy issued to Gordon Street Tavern.</p> <p>Reimbursement payment was issued.</p> <p>Downtown Incentive Grant of \$18,000 approved for Corey's Kitchen to 319 West Willis Street. New sidewalk being installed on Depot Centre Boulevard on 03-08-18.</p>	

DEVELOPMENT OF BLUE TRAILS				
Project Scope	Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou waterways as a key addition to the larger Alvin Trails Network and capitalizes on local resources as a means of tourism, education, research and recreation			
Background/Community Value	This goal was adopted into the City's comprehensive plan. The City Council provided funding in the FY2018 budget to conduct a study.			
Team Leader and Members	Dan Kelinske, Parks and Recreation			
Quarterly Updates	1 st Qtr. due by 12/29/2017	2 nd Qtr. due by 3/29/2018	3 rd Qtr. Due by 6/28/2018	4 th Qtr. due by 9/30/2018
	Initial call with consultant to discuss scope of services 11-29-2017.	This project was moved to the CIP, and will be tracked there		

REVISION TO PARKLAND DEDICATION FEES IN LIEU				
Project Scope	Revise parkland dedication fees in lieu and development ordinance to establish a fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land. This will benefit a larger service area rather than solely requiring dedication within dedication "zones".			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, the current quadrants which were established to limit the area where parkland dedication funds could be spent based on area of fee collection would be eliminated. By eliminating the quadrants, future parkland dedication funds would be available for use throughout the City.			
Team Leader and Members	Dan Kelinske, Parks and Recreation Florence Chappa - Finance Diane Harper - Legal			
Quarterly Updates	1 st Qtr. due by 12/29/2017	2 nd Qtr. due by 3/29/2018	3 rd Qtr. Due by 6/28/2018	4 th Qtr. due by 9/30/2018
	Hold team meeting to review draft of changes to Ord. 06-U and establish mechanism to "freeze" existing funds within quadrants 1-4	1/3/2018 - Park Board discussed and recommended approval of Ordinance 18-C revision of parkland dedication fees in lieu. 2/15 -City Council Approved Ordinance 18-C. Project Completed		

REGIONAL DETENTION				
Project Scope	Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods.			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, it will enhance the capability of the overall city drainage system to protect structures within the city limits.			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	1 st Qtr. due by 12/29/2017	2 nd Qtr. due by 3/29/2018	3 rd Qtr. Due by 6/28/2018	4 th Qtr. due by 9/30/2018
		This project is addressing drainage for at risk neighborhoods, was moved to the CIP, and will be tracked there		

TREES WITHIN CITY RIGHT OF WAY				
Project Scope	Address trees in all new residential developments in relationship to street and utility placement to avoid problems			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, it will avoid problems within utility placement as the street trees grow.			
Team Leader and Members	Michelle Segovia – City Engineer			
Quarterly Updates	1 st Qtr. due by 12/29/2017	2 nd Qtr. due by 3/29/2018	3 rd Qtr. Due by 6/28/2018	4 th Qtr. due by 9/30/2018
		Research will begin in 3 rd quarter		

PRO-ACTIVE CODE ENFORCEMENT				
Project Scope	Employ a pro-active code enforcement strategy that first offers helpful assistance to property owners in complying with municipal codes rather than a punitive approach, so that enforcement resources may be targeted to the worst areas and offenders.			
Background/Community Value	This goal was adopted into the City's comprehensive plan. By completing this goal, Code Compliance will provide assistances and education before any punitive approach takes place.			
Team Leader and Members	Brian Smith – Public Works Director			
Quarterly Updates	1 st Qtr. due by 12/29/2017	2 nd Qtr. due by 3/29/2018	3 rd Qtr. Due by 6/28/2018	4 th Qtr. due by 9/30/2018
		Management Assistant is researching the process and procedures of Code Compliance.		



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Finance

Contact: Junru Roland, ACM/CFO

Agenda Item: Receive and acknowledge receipt of the Financial and Quarterly Investment reports for reports ending March 31, 2018.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The City Charter requires the Chief Financial Officer to report on the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and City Council each quarter.

Funding Expected: Revenue ___ Expenditure ___ N/A X **Budgeted Item:** Yes ___ No ___ N/A X

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No X

Legal Review Required: N/A X Required ___ **Date Completed:** _____

Supporting documents attached:

- Financial Reports Ending March 31, 2018

Recommendation: Receive and acknowledge receipt of the Financial and Quarterly Investment reports for reports ending March 31, 2018.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



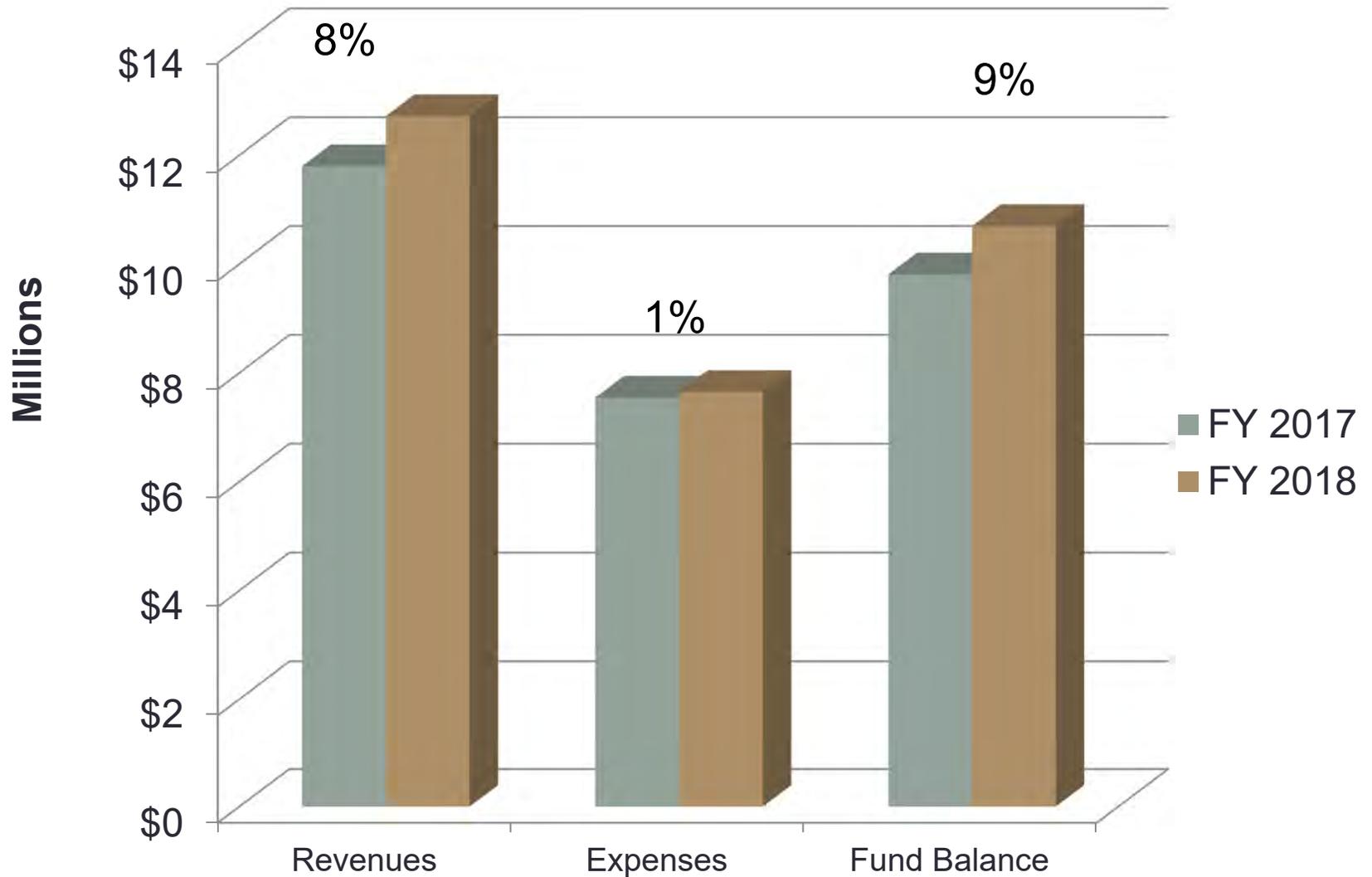
CITY OF ALVIN

Financial Summary

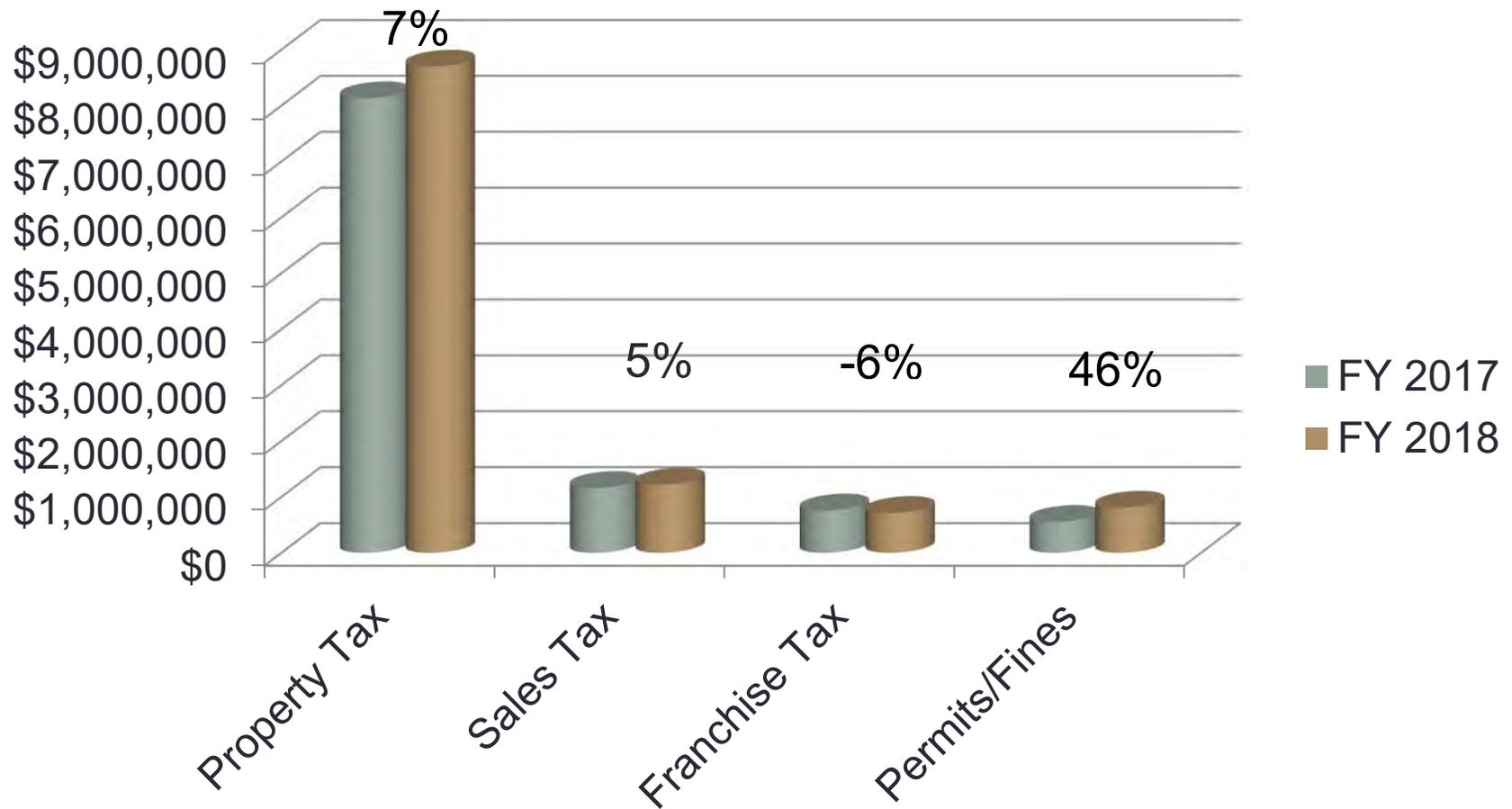
March 31, 2018

General Fund Summary

Revenue, Expense & Fund Balance Comparison

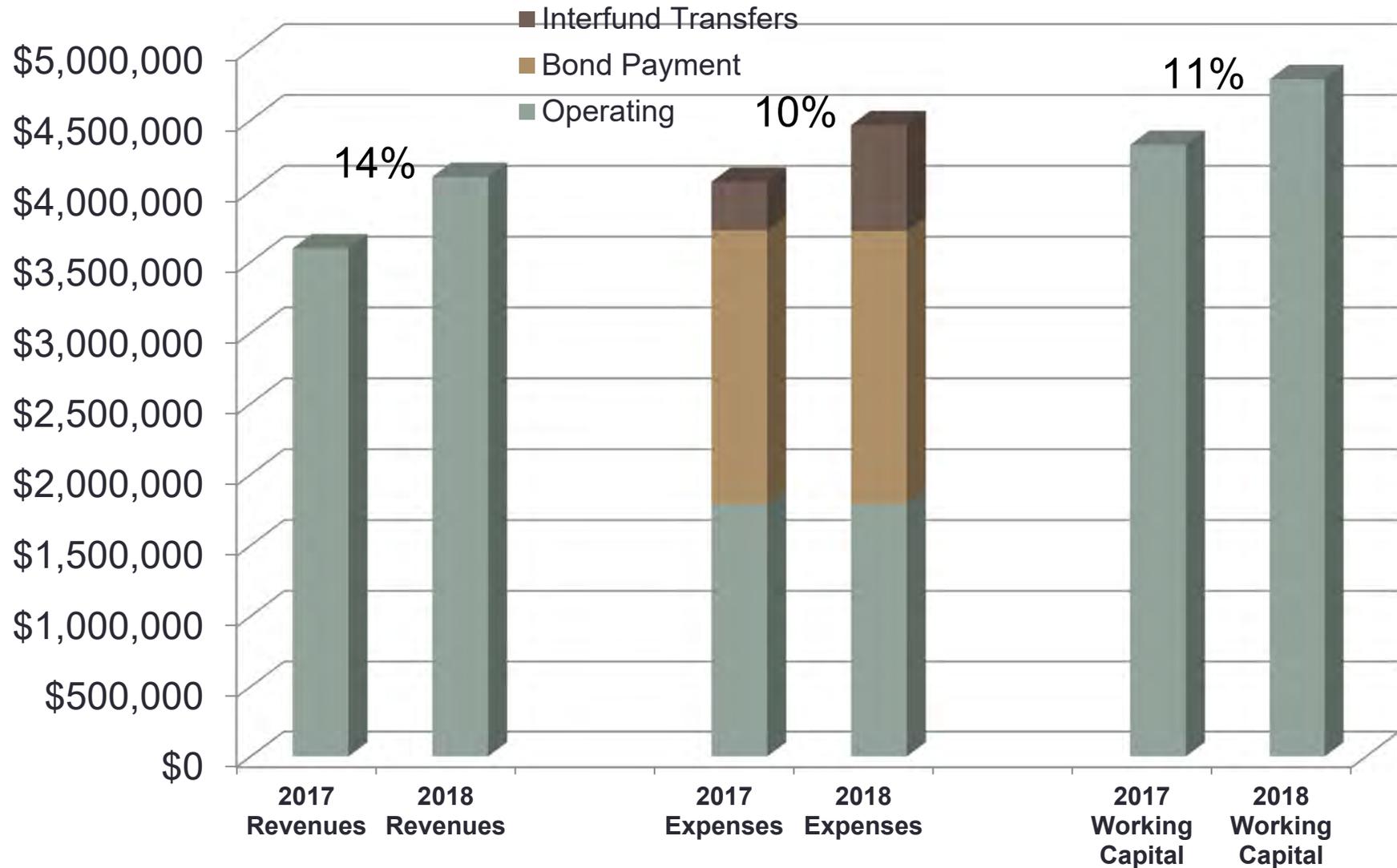


General Fund Major Revenue Comparison as of March 31, 2018



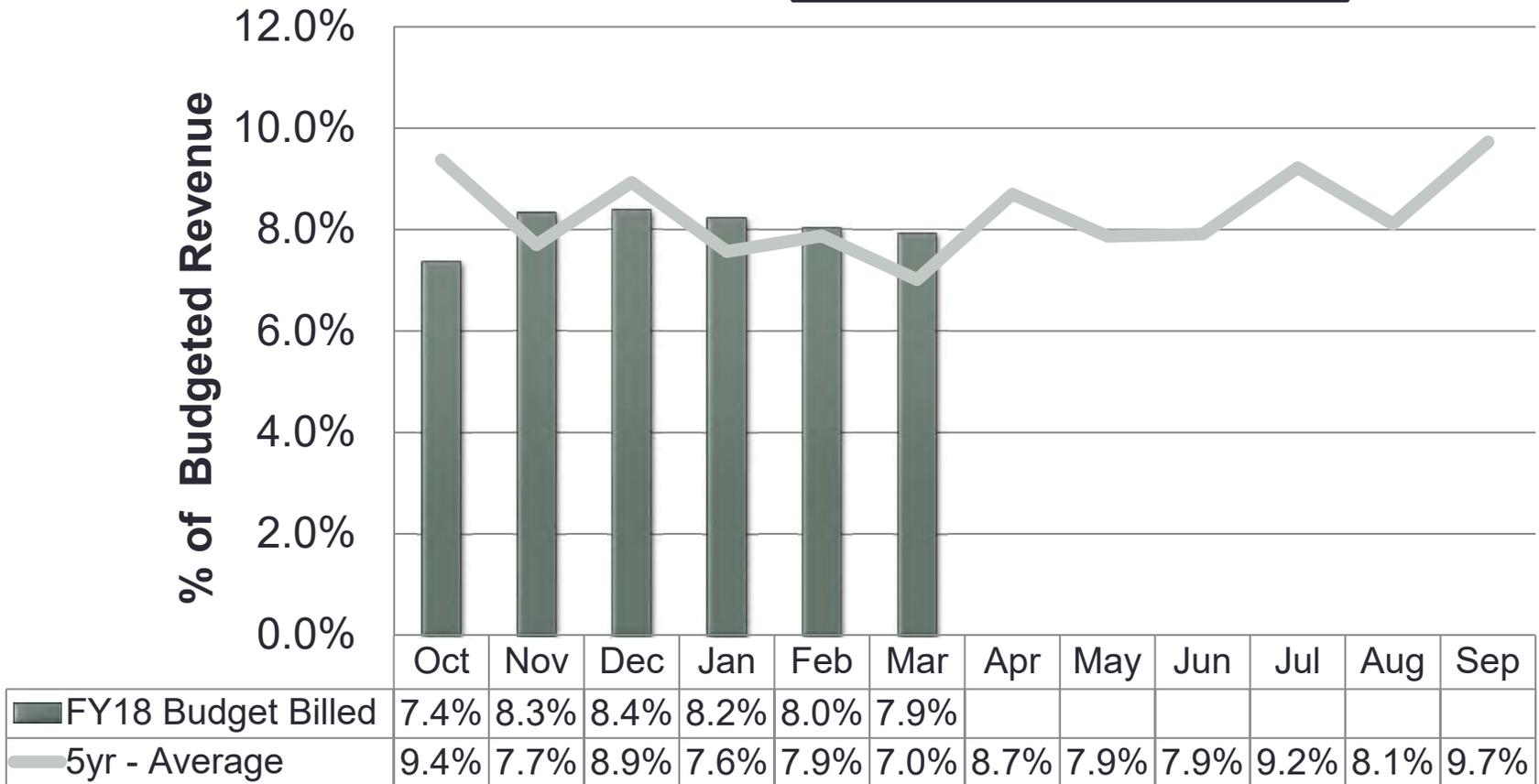
UTILITY FUND

Revenue & Expense Comparison (YTD)



% of FY18 W&S Revenue Budget Billed per Month

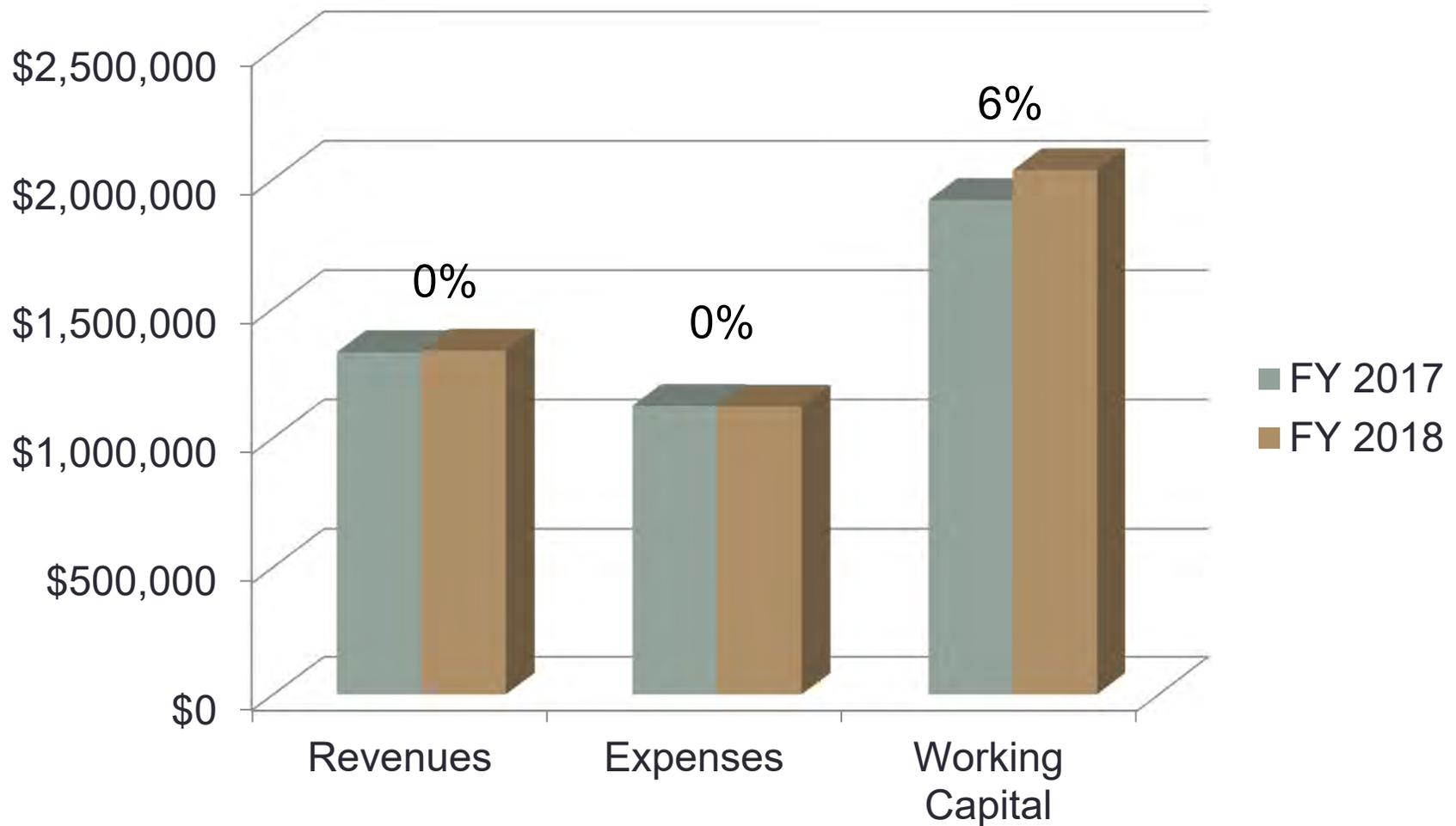
FY18 Billing (YTD) – 48.3%
 5-Year Historical Average Billing – 48.5%



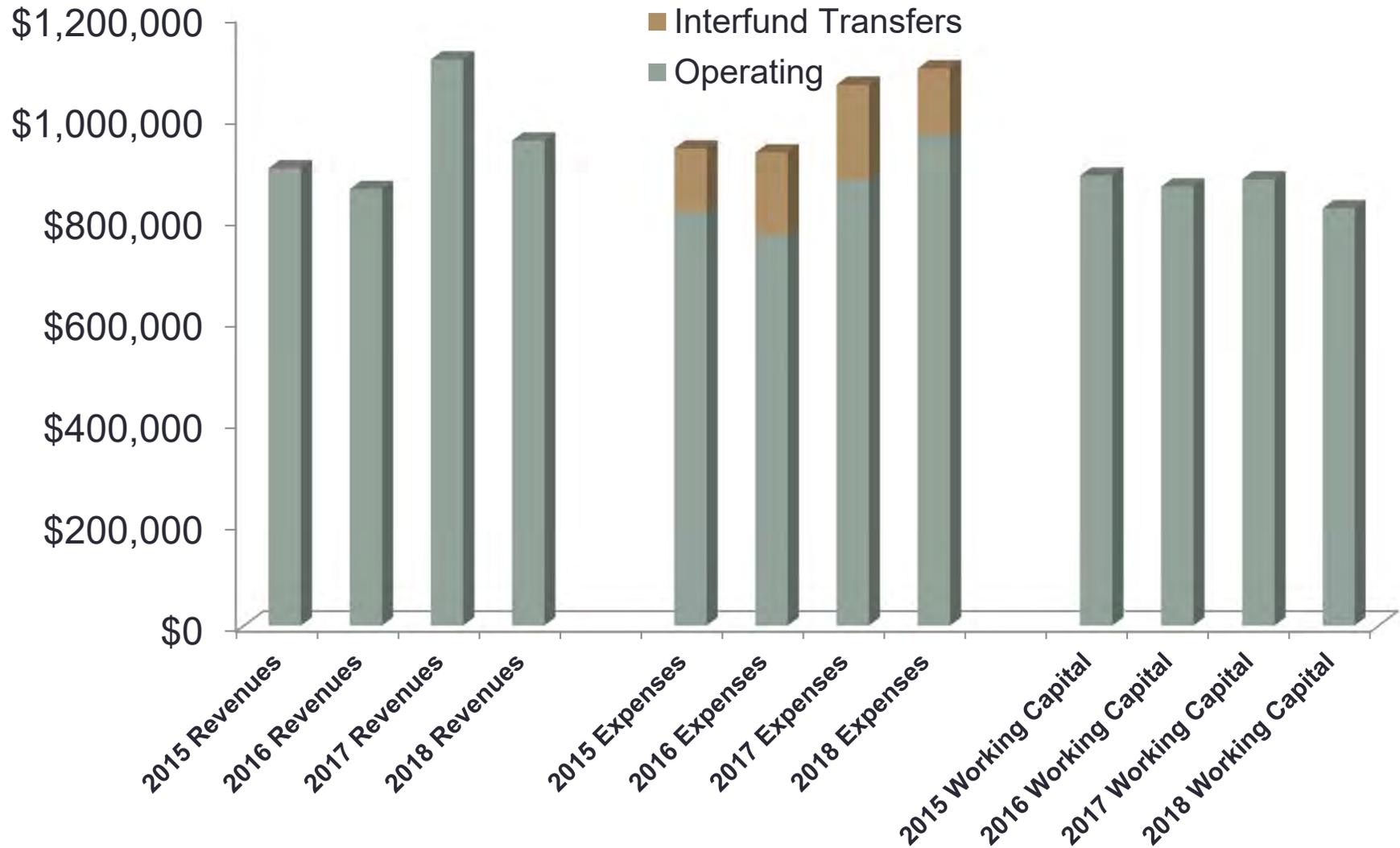
Line - 5 year history of the % of total annual billings per month.

Bar - % of the Fiscal Year 2017-18 budgeted revenues billed per month.

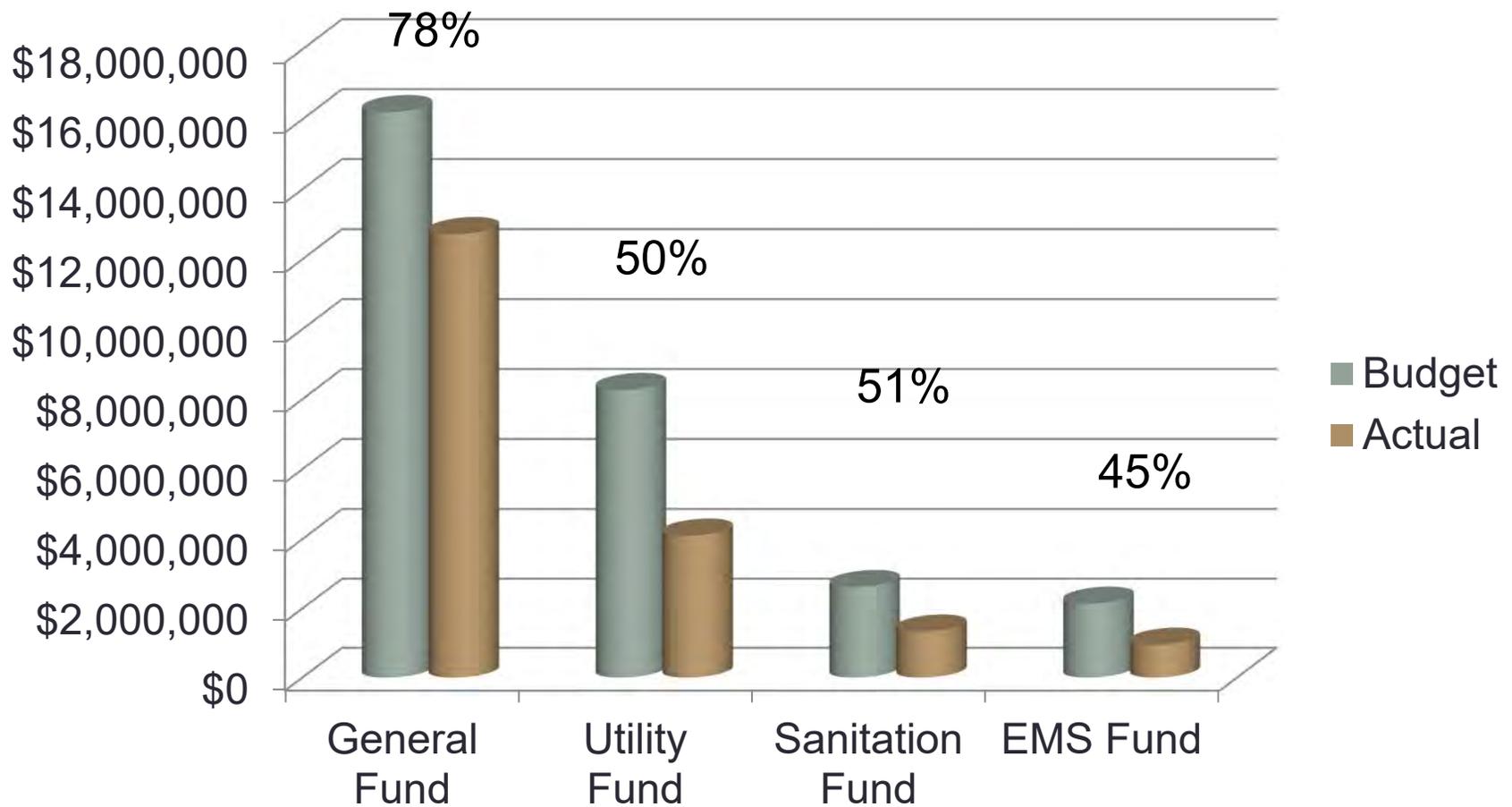
Sanitation Fund Revenue & Expense Comparison (YTD)



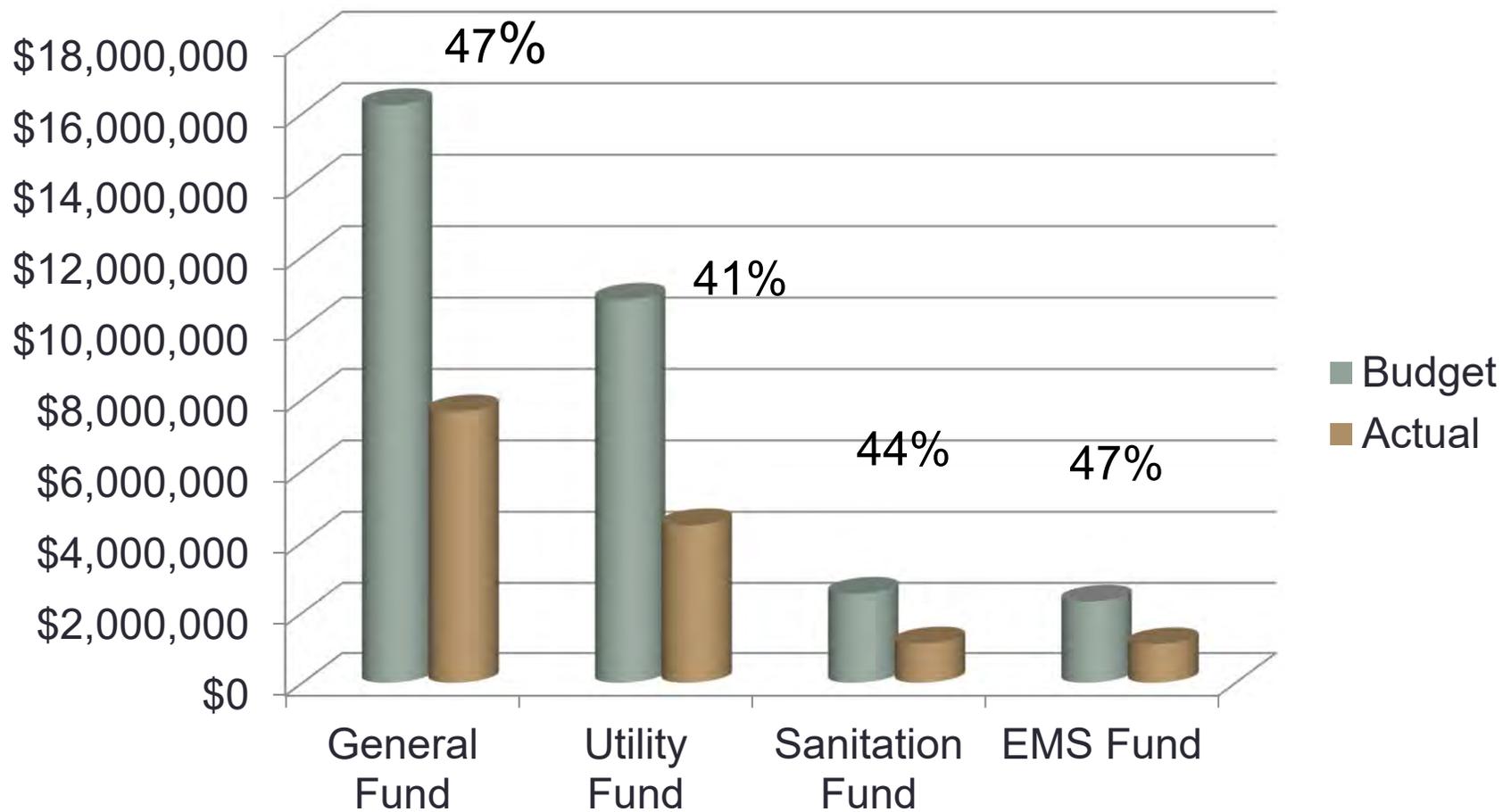
EMS Fund Revenue & Expense Comparison (YTD)



Operating Revenues Budget vs. Actual as of March, 2018 (50% of FY)



Operating Expenditures Budget vs. Actual as of March, 2018 (50% of FY)



Cash and Investments as of March, 2018

FUNDS	BALANCE
GENERAL FUND	\$ 11,404,424
UTILITY FUND	8,562,156
SPECIAL REVENUE FUNDS *	2,009,795
TIRZ	569,161
CEMETERY FUND	560,508
SANITATION FUND	2,102,661
EMS FUND	871,588
CAPITAL PROJECTS (GOVERNMENTAL) **	5,947,567
CAPITAL PROJECTS (UTILITY) ***	9,092,487
INTERNAL SERVICE FUNDS ****	3,330,302
DEBT SERVICE	390,486
Total	\$ <u>44,841,135</u>

- * Fire Capital, Hotel, Municipal Court, Special Investigation, Senior, Public Education Governmental, and Donation Funds
- ** Sales Tax Fund and Governmental Bond Funds
- *** Utility Bond Funds
- **** Central Shop, Vehicle Replacement, Computer Replacement / Maintenance Funds

CITY OF ALVIN

MAJOR FUNDS RECAP

For the period ending 3/31/2018



CITY OF ALVIN
BUDGET VS ACTUAL
 For the period ending 3/31/18

GENERAL FUND	CURRENT MONTH			YEAR TO DATE			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
REVENUES								
PROPERTY TAXES	199,270	200,823	1%	8,130,782	8,695,646	7%	9,278,121	582,475
DENBURY (PAYMENT IN LIEU OF TAXES)	-	-	0%	360,378	436,178	21%	436,198	20
SALES TAXES	181,058	184,798	2%	1,158,891	1,220,166	5%	2,384,209	1,164,043
OTHER TAXES	-	-	0%	11,634	14,751	27%	45,000	30,249
FRANCHISE TAXES	162	131	-19%	756,213	712,209	-6%	1,330,000	617,791
PERMITS AND LICENSES	31,939	50,875	59%	255,885	445,100	74%	453,250	8,150
FINES AND FORFEITURES	56,621	71,234	26%	296,191	361,025	22%	542,562	181,537
OTHER INCOME	16,659	21,825	31%	251,595	252,939	1%	573,528	320,589
INTRAGOVERNMENTAL	96,198	96,994	1%	577,191	581,966	1%	1,163,933	581,967
TOTAL REVENUES	581,907	626,680	8%	11,798,761	12,719,980	8%	16,206,801	3,486,821
EXPENDITURES								
CITY COUNCIL	4,418	2,190	-50%	34,659	20,607	-41%	53,441	32,834
CITY CLERK	21,043	31,843	51%	120,704	136,273	13%	275,036	138,763
CITY ATTORNEY	32,498	34,936	8%	211,996	205,436	-3%	366,135	160,698
CITY MANAGER	22,504	23,778	6%	130,431	138,896	6%	308,693	169,797
ECONOMIC DEVELOPMENTS	16,693	15,131	-9%	88,986	101,198	14%	218,231	117,033
FINANCE	34,419	40,203	17%	227,408	220,423	-3%	510,365	289,942
COURT	16,840	18,647	11%	93,109	91,467	-2%	210,601	119,134
HUMAN RESOURCES	20,988	14,614	-30%	77,363	80,309	4%	192,865	112,556
CITY HALL	16,385	16,363	0%	46,535	42,452	-9%	96,450	53,998
POLICE	560,574	535,643	-4%	3,162,234	3,152,343	0%	6,826,421	3,674,078
HUMANE	36,890	39,546	7%	189,184	194,143	3%	441,651	247,508
FIRE	63,560	67,814	7%	395,465	376,186	-5%	970,293	594,108
EMERGENCY MGMT	4,162	4,326	4%	24,883	25,977	4%	72,946	46,969
ENGINEERING	45,165	50,018	11%	316,001	282,887	-10%	787,650	504,764
CODE ENFORCEMENT	2,878	5,221	81%	30,081	19,933	-34%	76,598	56,666
PARKS AND RECREATION	134,613	111,422	-17%	716,814	691,582	-4%	1,689,472	997,890
LIBRARY	11,282	4,622	-59%	74,794	58,248	-22%	115,369	57,121
NON-DEPARTMENTAL	764,246	217,126	-72%	1,604,994	1,484,756	-7%	3,013,358	1,528,602
FY 2018 HURRICANE HARVEY (To date)	-	-		-	327,580		-	(327,580)
TOTAL EXPENDITURES	1,809,157	1,233,441	-32%	7,545,643	7,650,697	1%	16,225,575	8,574,878
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				4,253,118	5,069,283			
BEGINNING FUND BALANCE				5,557,123	5,630,093			
ENDING FUND BALANCE				9,810,241	10,699,376			



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 3/31/2018**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
HOTEL TAX FUND								
<u>REVENUES</u>								
OCCUPANCY TAXES	16,554	17,891	8%	131,765	195,543	48%	320,000	124,457
OTHER OPERATING INCOME	1,309	4,517	245%	8,966	16,090	79%	13,100	(2,990)
TOTAL REVENUES	17,864	22,409	25%	140,731	211,633	50%	333,100	121,467
<u>EXPENDITURES</u>								
PERSONNEL	8,145	4,409	-46%	43,875	25,507	-42%	99,805	74,298
SUPPLIES	355	2,185	515%	1,996	3,149	58%	6,000	2,851
CONTRACT SERVICES	4,667	68,004	1357%	90,580	105,034	16%	183,477	78,443
CAPITAL OUTLAY	-	11,000	0%	-	14,225	0%	205,000	190,775
DEBT SERVICE	-	-	0%	5,411	5,272	-3%	5,926	654
INTERFUND TRANSFERS	243	929	282%	1,461	5,575	282%	11,150	5,575
TOTAL EXPENDITURES	13,411	86,528	-85%	143,322	158,762	11%	511,358	352,596
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				(2,591)	52,871			
BEGINNING FUND BALANCE				782,875	859,333			
ENDING FUND BALANCE				780,284	912,204			



CITY OF ALVIN
BUDGET VS ACTUAL (Cash basis)
For the period ending 3/31/2018

UTILITY FUND

REVENUES

	<u>CURRENT MONTH</u>		<u>%</u> <u>CHANGE</u>	<u>YEAR TO DATE</u>		<u>%</u> <u>CHANGE</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
CHARGES FOR SERVICES	556,514	633,895	14%	3,338,143	3,828,376	15%	7,949,698	4,121,322
OTHER OPERATING INCOME	29,348	33,578	14%	256,721	271,873	6%	314,275	42,402
TOTAL REVENUES	585,861	667,473	14%	3,594,864	4,100,248	14%	8,263,973	4,163,725

EXPENDITURES

WATER	94,914	65,565	-31%	463,290	485,377	5%	1,138,990	653,613
SEWER	86,658	62,741	-28%	368,020	314,391	-15%	938,564	624,173
WASTEWATER TREATMENT	68,512	56,773	-17%	331,368	314,173	-5%	809,011	494,838
ADMINISTRATION	28,231	24,321	-14%	167,704	141,010	-16%	311,151	170,141
BILLING AND COLLECTIONS	29,043	32,286	11%	153,919	152,950	-1%	343,827	190,876
PUBLIC SERVICES FACILITY	6,720	5,320	-21%	23,588	41,886	78%	109,546	67,660
CODE ENFORCEMENT PROGRAM	11,218	10,399	-7%	63,495	60,828	-4%	151,692	90,864
CONTRACT SERVICES	30,160	41,196	37%	220,237	281,976	28%	484,735	202,759
TOTAL OPERATING EXPENDITURES	355,454	298,603	-16%	1,791,621	1,792,592	0%	4,287,515	2,494,923
DEBT SERVICE PRINCIPAL & INT.				1,931,362	1,925,450	0%	2,637,304	711,854
INTERFUND TRANSFERS	56,682	342,886	505%	341,895	736,033	115%	1,458,944	722,911
FY18 HURRICANE HARVEY (To Date)				-	10,281		-	(10,281)
TOTAL EXPENDITURES	412,136	641,488	56%	4,064,878	4,464,356	10%	8,383,763	3,196,496

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

(128,119) (364,108)

BEGINNING NET OPERATING ASSETS

4,453,808 5,153,866

ENDING NET OPERATING ASSETS

4,325,689 4,789,758



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 3/31/2018**

SANITATION FUND

	<i>CURRENT MONTH</i>			<i>YEAR TO DATE</i>			<i>CURRENT BUDGET</i>	<i>BUDGET BALANCE</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>		
<u>REVENUES</u>								
CHARGES FOR SERVICES	233,812	219,416	-6%	1,323,990	1,319,062	0%	2,615,313	1,296,251
OTHER OPERATING INCOME	1,531	4,350	184%	7,053	18,284	159%	12,000	(6,284)
TOTAL REVENUES	235,343	223,766	-5%	1,331,043	1,337,346	0%	2,627,313	1,289,967
<u>EXPENDITURES</u>								
CONTRACT SERVICES	187,618	387,191	106%	936,501	958,285	2%	2,302,650	1,344,365
INTERFUND TRANSFERS	12,053	13,019	8%	179,224	154,373	-14%	225,395	71,022
DEBT SERVICE	-	-	0%	7,962	7,757	-3%	8,719	962
TOTAL EXPENDITURES	199,671	400,210	100%	1,123,688	1,120,416	0%	2,536,764	1,344,365
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				207,355	216,931			
BEGINNING NET OPERATING ASSETS				1,711,799	1,818,255			
ENDING NET OPERATING ASSETS				\$ 1,919,154	\$ 2,035,186			



CITY OF ALVIN
BUDGET VS ACTUAL
 For the period ending 3/31/2018

EMS FUND

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> BUDGET	<u>BUDGET</u> BALANCE
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
REVENUES								
CHARGES FOR SERVICES	162,193	124,782	-23%	1,111,029	945,522	-15%	2,132,300	1,186,778
OTHER NON OPERATING INCOME	729	2,158	196%	3,830	10,140	165%	12,000	1,860
TOTAL REVENUES	162,922	126,940	-22%	1,114,859	955,662	-14%	2,144,300	1,188,638
EXPENDITURES								
PERSONNEL	100,060	105,776	6%	604,210	653,784	8%	1,275,030	621,246
SUPPLIES	36,164	18,627	-48%	100,162	94,133	-6%	211,956	117,822
CONTRACT SERVICES	34,505	23,114	-33%	167,620	189,781	13%	330,132	140,351
DEBT SERVICE	-	-	0%	8,024	6,183	-23%	10,063	3,880
INTERFUND TRANSFERS	30,945	21,836	-29%	185,667	131,017	-29%	350,732	219,715
OPERATING EXPENDITURES	201,674	169,353	-16%	1,065,683	1,074,898	1%	2,177,913	1,103,015
CAPITAL OUTLAY (NON RECURRING)	-	-	-	-	22,395	-	135,000	112,605
TOTAL EXPENDITURES	201,674	169,353	-16%	1,065,683	1,097,293	3%	2,312,913	1,215,620
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				49,176	(141,631)			
BEGINNING WORKING CAPITAL				830,810	964,642			
ENDING WORKING CAPITAL				879,986	823,011			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 3/31/2018

	<i>CURRENT MONTH</i>		<i>%</i> <i>CHANGE</i>	<i>YEAR TO DATE</i>		<i>%</i> <i>CHANGE</i>	<i>CURRENT</i> <i>BUDGET</i>	<i>BUDGET</i> <i>BALANCE</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>		<i>LAST YEAR</i>	<i>THIS YEAR</i>			
SALES TAX FUND								
<u>REVENUES</u>								
SALES TAX REVENUES	362,009	369,485	2%	2,317,090	2,439,602	5%	4,768,417	2,328,815
OTHER OPERATING INCOME	20,353	9,568	-53%	34,331	40,960	19%	20,000	(20,960)
TOTAL REVENUES	382,362	379,053	-1%	2,351,421	2,480,562	5%	4,788,417	2,307,855
<u>EXPENDITURES</u>								
PERSONNEL (STREET)	64,400	58,023	-10%	373,470	380,640	2%	989,376	608,736
PERSONNEL (CODE ENFORCEMENT)	4,114	2,146	-48%	31,017	23,605	-24%	75,091	51,486
SUPPLIES	17,002	22,219	31%	74,651	84,091	13%	310,500	226,409
CONTRACT SERVICES	47,958	121,597	154%	498,471	356,953	-28%	1,144,569	787,616
CAPITAL OUTLAY (CIP)	281,258	39,529	-86%	1,354,535	710,613	-48%	4,897,650	4,187,037
HURRICANE HARVEY (To Date)	-	-		-	-		-	-
INTERFUND TRANSFERS	75,677	73,942	-2%	395,742	463,049	17%	802,195	339,146
TOTAL EXPENDITURES	490,410	317,456	-35%	2,727,887	2,018,950	-26%	8,219,381	6,200,431
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					461,612			
BEGINNING FUND BALANCE					6,235,176			
ENDING FUND BALANCE					6,696,788			



CITY OF ALVIN
BUDGET VS ACTUAL
 For the period ending 3/31/2018

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
Fleet Maintenance Fund								
<u>REVENUES</u>								
INTRA GOVERNMENTAL TRANSFERS	61,269	63,383	3%	367,613	380,299	3%	760,598	380,299
OTHER OPERATING INCOME	209	147	-29%	7,350	1,041	-86%	-	(1,041)
TOTAL REVENUES	61,478	63,531	-3%	374,963	381,340	2%	760,598	379,258
<u>EXPENDITURES</u>								
PERSONNEL	15,388	12,390	-19%	91,408	74,070	-19%	211,373	137,303
SUPPLIES	14,900	12,896	-13%	65,390	57,896	-11%	166,200	108,304
CONTRACT SERVICES	15,772	22,947	45%	202,939	149,951	-26%	363,364	213,413
HURRICANE HARVEY (To date)				-	-			
INTERFUND TRANSFERS	2,416	1,744	-28%	14,495	10,463	-28%	20,926	6,431
TOTAL EXPENDITURES	48,476	49,977	3%	374,233	292,380	-22%	761,863	465,450
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					88,960			
BEGINNING OPERATING ASSETS					361,496			
ENDING OPERATING ASSETS					450,456			

City of Alvin

Quarterly Investment Report
as of
March 31, 2018

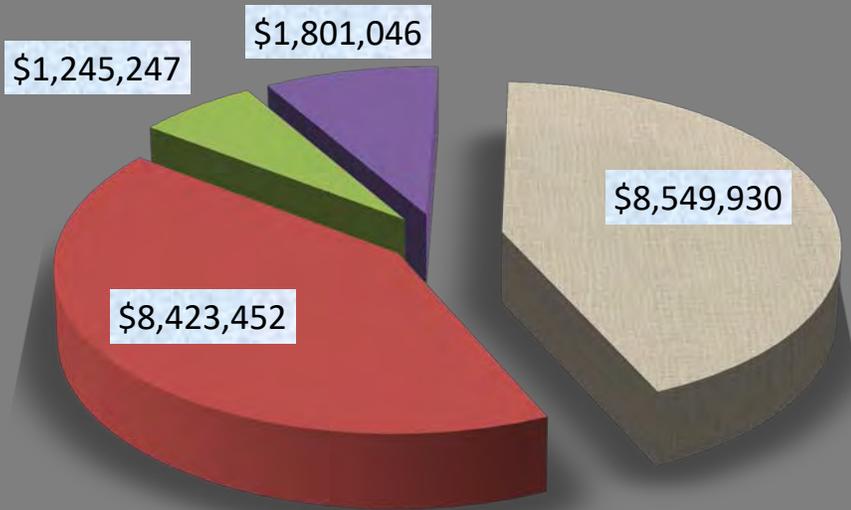
City of Alvin
Investment Report
For the Period Ending March, 2018

	Beginning Balance October 1, 2017	Ending Balance March 31, 2018
Cash and Investment Pools		
Cash in Wells Fargo Bank *	\$ 18,568,470	\$ 24,390,848
Texpool		
Book Value	8,497,451	8,549,930
Market Value	8,497,451	8,549,930
TexStar		
Book Value	\$ 9,378,716	\$ 8,423,452
Market Value	9,378,716	8,423,452
Brokered Certificate of Deposits		
Book Value	\$ 1,247,993	\$ 1,245,247
Market Value	1,247,993	1,245,247
Par Value	998,000	998,000
Money Market		
Book Value	\$ 1,790,620	\$ 1,801,046
Market Value	1,790,620	1,801,046
Total Portfolio		
Book Value	\$ 39,483,250	\$ 44,410,523
Market Value	39,483,250	44,410,523
Par Value	39,233,257	44,163,275
Weighted Average Maturity (in Days)**		15
Weighted Average Yield-to-Maturity **		1.50%
Current YTD Interest Earnings		
Accrued Interest	\$	38,152
Comparative Yields		
3 month Treasury Bill		1.66%
6 month Treasury Bill		1.84%
2 Year Treasury Note		2.27%

* Bank Statement Balance (Consolidated & Payroll Accounts)

** Calculation excludes Cash in Bank Balances

City of Alvin Investment Allocation March 31, 2018



■ TexPool

■ TexStar

■ CD's

■ Money Market

City of Alvin
 Summary Investment Report
 For the Period Ending March 31, 2018

Current Date: 03/31/2018

Fund	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Mkt Price	Mkt Value	Days to Maturity	YTM
General Fund	TexSTAR	LGIP		0.0150				101,863.76	100.000	101,863.76	101,863.76	100.000	101,863.76	1	0.0150
General Fund	TexPool	LGIP		0.0149				4,409,653.70	100.000	4,409,653.70	4,409,653.70	100.000	4,409,653.70	1	0.0149
General Fund	DWS-GCIS	MMKT		0.0156				1,801,045.92	100.000	1,801,045.92	1,801,045.92	100.000	1,801,045.92	1	0.0156
Utility Fund	TexSTAR	LGIP		0.0150				10,274.25	100.000	10,274.25	10,274.25	100.000	10,274.25	1	0.0150
Utility Fund	TexPool	LGIP		0.0149				551,484.24	100.000	551,484.24	551,484.24	100.000	551,484.24	1	0.0149
Utility Fund	TexPool	LGIP		0.0149				845,873.00	100.000	845,873.00	845,873.00	100.000	845,873.00	1	0.0149
Utility Fund	CD	CD	58733AEG0	1.5000	08/21/2017	09/21/2018		248,000.00	100.000	248,000.00	247,680.33	100.052	247,680.33	174	0.0150
Utility Fund	CD	CD	14042RFT3	1.6500	05/24/2017	05/24/2019		250,000.00	100.000	250,000.00	248,600.00	100.193	248,600.00	419	0.0165
Impact Fees	TexSTAR	LGIP		0.0150				102,119.22	100.000	102,119.22	102,119.22	100.000	102,119.22	1	0.0150
Impact Fees	TexPool	LGIP		0.0149				165,225.80	100.000	165,225.80	165,225.80	100.000	165,225.80	1	0.0149
2005 Bonds	TexPool	LGIP		0.0149				-	100.000	-	-	100.000	-	1	0.0149
2006 Bonds Utility	TexPool	LGIP		0.0149				86,885.45	100.000	86,885.45	86,885.45	100.000	86,885.45	1	0.0149
2008 Bonds Utility	TexPool	LGIP		0.0149				2,526.84	100.000	2,526.84	2,526.84	100.000	2,526.84	1	0.0149
Sanitation Fund	TexPool	LGIP		0.0149				68,642.45	100.000	68,642.45	68,642.45	100.000	68,642.45	1	0.0149
Sanitation Fund	TexSTAR	LGIP		0.0150				235,405.17	100.000	235,405.17	235,405.17	100.000	235,405.17	1	0.0150
Sales Tax Fund	TexSTAR	LGIP		0.0150				24,384.55	100.000	24,384.55	24,384.55	100.000	24,384.55	1	0.0150
Sales Tax Fund	TexPool	LGIP		0.0149				1,654,261.80	100.000	1,654,261.80	1,654,261.80	100.000	1,654,261.80	1	0.0149
Sales Tax Fund	CD	CD	61760ABX6	1.3500	07/05/2017	04/13/2018		250,000.00	100.000	250,000.00	249,990.75	100.014	249,990.75	13	0.0135
Sales Tax Fund	CD	CD	61747ME23	1.9000	12/21/2017	06/21/2019		250,000.00	100.000	250,000.00	249,153.50	100.099	249,153.50	447	0.0190
Sales Tax Fund	CD	CD	27002YDD5	1.3000	06/21/2017	06/21/2018		250,000.00	100.000	250,000.00	249,822.75	100.122	249,822.75	82	0.0130
2006 Bonds Gov't	TexPool	LGIP		0.0149				-	100.000	-	-	100.000	-	1	0.0149
2006 Bonds Gov't	TexSTAR	LGIP		0.0150				18,159.91	100.000	18,159.91	18,159.91	100.000	18,159.91	1	0.0150
Debt Service	TexPool	LGIP		0.0149				20,621.30	100.000	20,621.30	20,621.30	100.000	20,621.30	1	0.0149
Cemetery Fund	TexPool	LGIP		0.0149				149,832.14	100.000	149,832.14	149,832.14	100.000	149,832.14	1	0.0149
Cemetery Fund	TexSTAR	LGIP		0.0149				287,427.04	100.000	287,427.04	287,427.04	100.000	287,427.04	1	0.0149
Cemetery Fund	TexPool	LGIP		0.0149				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0149
2013 TAN	TexSTAR	LGIP		0.0150				-	100.000	-	-	100.000	-	1	0.0150
Hotel Motel Fund	TexPool	LGIP		0.0149				75,128.14	100.000	75,128.14	75,128.14	100.000	75,128.14	1	0.0149
Special Investigation	TexSTAR	LGIP		0.0150				62,101.59	100.000	62,101.59	62,101.59	100.000	62,101.59	1	0.0150
Building Security	TexSTAR	LGIP		0.0150				66,683.18	100.000	66,683.18	66,683.18	100.000	66,683.18	1	0.0150
Court Technology	TexSTAR	LGIP		0.0150				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0150
Donation Fund	TexSTAR	LGIP		0.0150				27,593.03	100.000	27,593.03	27,593.03	100.000	27,593.03	1	0.0150
2015 W&S CO	TexSTAR	LGIP		0.0150				7,040,540.42	100.000	7,040,540.42	7,040,540.42	100.000	7,040,540.42	1	0.0150
EMS	TexPool	LGIP		0.0149				92,711.33	100.000	92,711.33	92,711.33	100.000	92,711.33	1	0.0149
EMS	TexSTAR	LGIP		0.0150				19,407.96	100.000	19,407.96	19,407.96	100.000	19,407.96	1	0.0150
Shop	TexSTAR	LGIP		0.0150				115,924.48	100.000	115,924.48	115,924.48	100.000	115,924.48	1	0.0150
Veh.Replacement	TexPool	LGIP		0.0149				377,083.95	100.000	377,083.95	377,083.95	100.000	377,083.95	1	0.0149
Veh.Replacement	TexSTAR	LGIP		0.0150				300,074.09	100.000	300,074.09	300,074.09	100.000	300,074.09	1	0.0150
Seniors Fund	TexSTAR	LGIP		0.0150				11,492.47	100.000	11,492.47	11,492.47	100.000	11,492.47	1	0.0150
								20,022,427.68		20,022,427.68	20,019,675.01		20,019,675.01	15	0.0150

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certifies that, to the best of his knowledge on the date this report was created, the City of Alvin is in compliance with the provisions of Government Code 2256 and the stated policies and strategies of the City of Alvin.

Junru Roland

Junru Roland
 Chief Financial Officer



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$264,650 for engineering design services for the Johnson Street Paving and Drainage Improvements Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Freese and Nichols, Inc. (FNI) to submit a proposal for the design of the Johnson Street Paving and Drainage Improvements Project.

This project was identified as a short-term project in the Major Thoroughfare Implementation Plan that was presented to City Council on August 3, 2017, and consists of the improvement of Johnson Street from a two-lane asphalt open-ditch roadway to a concrete curb and gutter roadway from South Street to FM 1462.

The Engineering Services Agreement being considered will provide surveying data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important roadway infrastructure CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of six months. Approval of this Agreement will ensure that construction plans are available and ready for bid in November 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 312-5501-00-9067 **Amount:** \$264,650 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/18 SLH

Supporting documents attached:

- Freese Proposal for Johnson Street Paving and Drainage Improvements Project Design

Recommendation: Move to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$264,650 for engineering design services for the Johnson Street Pavement and Drainage Improvements Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



Innovative approaches
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www.freese.com

April 3, 2018

Michelle H. Segovia, P.E., CFM
City Engineer
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

Re: Johnson Street Paving & Drainage Improvements Proposal

Dear Ms. Segovia:

Freese and Nichols, Inc. (FNI) is pleased to provide you with the attached proposal for the referenced project. FNI proposes to conduct the attached scope of services for a lump sum fee of \$264,650. A summary of our proposed fee is provided below:

1. Preliminary & Final Design Phase	\$ 183,000
2. Bid & Award Phase	\$ 10,000
3. Construction Phase General Rep.	\$ 30,000
4. Drainage Analysis & Tech Memo	\$ 11,000
5. Topographic Survey & Mapping	\$ 26,950
6. TDLR Reviews & Filing Fees	\$ 2,200
7. Reimbursables Project Expenses	\$1,500
	<hr/>
	\$ 264,650

We are looking forward to the opportunity to continue working with the City of Alvin on this critical infrastructure project.

Sincerely,

Freese and Nichols, Inc.

Alan Hutson, P.E.
Principal-in-Charge

CC: Ron Bavarian, P.E.

Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This AGREEMENT is entered into by City of Alvin, Texas, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with various Projects; OWNER agrees to pay to FNI compensation. The Project is described as follows: **Johnson Street Paving and Drainage Improvements – South Street to FM 1462.**
- II. **SCOPE OF SERVICES:** FNI shall provide professional services in connection with the Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a fee not to exceed \$264,650. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of AGREEMENT as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the _____ day of _____ 2018.

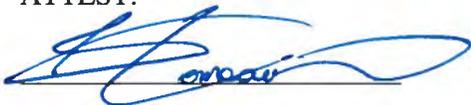
ATTEST:

CITY OF ALVIN, TEXAS
(OWNER)

By: _____

Print Name & Title

ATTEST:



FREESE AND NICHOLS, INC.
(FNI)

By: 

Mehran (Ren) Bavarian, Associate
Print Name & Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project: **Johnson Street Paving and Drainage Improvements – South Street to FM 1462.** OWNER intends to replace existing 2-lane, open-ditch asphalt roadway with concrete, curb and gutter roadway with underground storm sewer, outfalling into M1 Ditch. Existing signals at South Street and FM 1462 will remain.

A. PRELIMINARY & DESIGN PHASES: Upon authorization from the OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Attend a kick-off meeting with the City staff regarding the requirements of the Project.
2. Provide overall project management, scoping, contract administration, invoicing, quality control/quality assurance, and monthly one-page reports.
3. Coordinate with the Survey sub consultant to conduct topographical survey and mapping for the Project. See attached sub consultant proposal for detailed scope.
4. Review the previous Geotechnical Report prepared for the Project and discuss report's recommendations with the OWNER to establish design parameters from it.
5. Gather and study available data, record drawings, maps, reports, etc. from the City on intersecting roads, utility lines, storm sewers, which pertain to the Project.
6. Coordinate with the OWNER, franchise utility companies and others in locating and depicting existing utilities in construction plans.
7. Conduct site visits to gather information and study Project corridor.
8. Based on topographical survey and coordination with the OWNER, establish the alignment and width of the roadway reconstruction.
9. Design and prepare roadway and storm sewer plan/profile sheets to 1" = 20' (H) and 1" = 2' (V) scale & associated details for either a 2-lane, 28' bc-bc concrete roadway with left-turn lanes at South Street, FM 1462, Pearson Road, and Fallow Lane, or 3-lane, 37' bc-bc for entire project limit, 6' sidewalk & ramps, along east side of project from South Street to FM 1462, within existing ROW. Storm sewer system is to tie-in to M1 Ditch.
10. Prepare misc. plans: cover sheet, index sheet, general notes, typical sections, control sheets, project layout sheets, point data sheets, for the Project.
11. Study points of storm sewer outfalls into M1 Ditch and prepare details for the slope paving of M1 Ditch at the outfalls.
12. Study the roadway side of M1 Ditch side slopes in areas where proposed roadway may impact the Ditch and prepare plan and details for the slope paving of roadway side of side slopes to improve/strengthen the side slopes. It is not the intent of OWNER nor this Project to slope pave the entire length of M1 Ditch within the Project Corridor.

13. Prepare and submit PDF only of 11"x17" of 60%-complete plans for OWNER review and comments. Attend meeting to review comments. Develop plans & details further to 90% level.
14. Design and prepare plans for pavement marking and signage for the Project.
15. Design and prepare plans and details for the Storm Water Pollution Prevention.
16. Prepare traffic control plans and details for the reconstruction of the roadway.
17. Review and assemble and incorporate OWNER's and FNI's standard details into construction plans.
18. Prepare/assemble technical specifications and contract documents for the Project and submit for review and comments along with 90%-complete plans.
19. Prepare bid quantities and engineer's opinion of probable construction cost and updates.
20. Prepare and submit PDF only of 11"x17" of 90%-complete plans for OWNER review and comments. Attend meeting to review comments. Develop plans & details further to 100% level.
21. Coordinate with TxDOT on FM 1462 tie-in and submit for Permit and signal modifications by TxDOT; approval of drainage study and plans by BCC & RD 3; and utility companies.
22. Complete 100%-complete plans, specifications, quantities, & contract documents.
23. Submit to the OWNER three (3) full-size plans, three (3) contract manuals and PDF of plans and contract documents.

B. BID AND AWARD PHASE. Upon completion of the design services and approval of "Final" drawings and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids. Notify prospective contractors and vendors listed in FNI's database of prospective bidders. Provide a PDF copy of the notice to bidders for OWNER to in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by OWNER
2. Upload Bid Document to CivCast on behalf of OWNER for purpose of Construction Document and Bid proposal downloads. Actual Bid Proposals will be submitted by hard copies.
3. Maintain information on entities that have downloaded Bid Documents. Provide information on plan holders to interested contractors and vendors on request.
4. Assist OWNER in responding to questions and interpreting bid documents. Prepare and assist OWNER in posting addenda to the bid documents to plan holders, if necessary.
5. Assist the OWNER in conducting a pre-bid conference for the construction project and coordinate responses with the OWNER. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference, if necessary.

6. FNI will assist OWNER in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by OWNER. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is not included in basic services.
7. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. Provide five (5) sets of Construction Contract Documents which include information from the apparent low bidder's bid documents, a notice of award, legal documents, and addenda bound in the documents for the execution by the OWNER and construction contractor. Upon execution, distribute two (2) copies to the contractor, two (2) copies to the OWNER, and one (1) copy for FNI.
8. Provide eight (8) sets of half-size Conformed Plans and Specifications for the construction purposes. Distribute three (3) copies to the contractor, two (2) copies to OWNER, two (2) copies for FNI, and one (1) copy to the testing lab firm.

- C. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist OWNER in conducting pre-construction conference with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.
2. Use FNIManager Document Control and Management Information System to monitor and manage the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports, if needed, indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the project.
3. Review the Payment Requests and supporting documentation submitted by Contractor through the OWNER for completeness, accuracy, and compliance to terms of contract. Send written recommendation to the OWNER to approve payment processing. OWNER will perform the evaluation of amount or work completed and payment requested.

4. Conduct periodical site visits to project to observe the progress and quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractor's and will report any observed deficiencies to OWNER. Visits to the site in excess of the specified number are an additional service.
5. Notify the contractor of non-conforming work observed on site visits.
6. Review the reports from the testing laboratory.
7. Interpret the drawings and specifications for OWNER and Contractor.
8. Establish procedures for administering constructive changes to the construction contract. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the OWNER if appropriate. Providing these services to review or evaluate construction contractor claim(s), supported by causes not within the control of FNI are an additional service.
10. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
11. Conduct, in company with OWNER's representative, a Substantial Completion Walk-Through inspection and prepare a list of deficiencies to be corrected by the contractor.
12. Conduct in company of OWNER's representative, a Final Completion Walk-Through inspection of the Project. Assist the OWNER in obtaining legal releases, permits, warranties from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor. Visiting the site to review completed work in excess of two trips are an additional service.
13. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" and a pdf file shall be provided by FNI to OWNER.

D. SPECIAL SERVICES

1. FNI will conduct a drainage analysis for the Project and prepare a Technical Memorandum documenting the findings. Analysis will include:
 - a. Data Collection: A field visit will be performed to document current conditions, identify drainage patterns, and identify contributing areas.

- b. Develop estimated detention volume requirements for the widening of Johnson Street between FM 1462 and South Street from a 20-ft asphalt roadway to a 37-ft concrete roadway, which will require filling the adjacent east roadside ditch.
 1. Malcom Method hydrograph comparison will be used to determine detention volume required to mitigate additional runoff associated with the increased imperviousness.
 2. Using a surface created from field survey, a GIS or CAD exercise will be completed to determine the volume being displaced in the existing adjacent roadside ditch.
 3. The total required detention volume for the project will equal the sum of (1) and (2).
- c. Technical Memorandum: A brief Technical Memorandum will be provided to the City of Alvin documenting the methodology and resulting mitigation volume required.
- d. Meetings and coordination: Attend one (1) meeting with the City of Alvin.

FNI understands that OWNER intends to work with BCC & RD 3 to use recently constructed regional Pond(s) storage capacity to compensate for the mitigation of increased runoff and direct discharge from Johnson Street to M1 Ditch at inlet locations.

2. Survey sub-consultant will conduct field surveying and will prepare topographical survey and mapping for the project, consisting of:
 - a. Establishing project's Horizontal & Vertical controls based on Texas Coordinate System NAD83 and City of Alvin Monumentation NAVD88, respectively.
 - b. Coordinate with City and Utility Companies and locate all existing utilities within project corridor and show in plans.
 - c. Gather all topographical features and prepare mapping.
 - d. Locate sufficient ROW monumentation to re-establish existing ROW.
 - e. Conduct 100-foot cross sections.
 - f. Prepare a continuous AUTOCAD Civil 3D survey drawing for the purpose of design
3. TDLR Ramps & sidewalk design and post construction reviews by a register ADA Compliance Reviewer.
4. Miscellaneous project expenses such as plotting, printing, deliveries, mileage, etc.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Providing additional property, boundary and right-of-way surveys, preparation of easement and deed

- descriptions, including title search and examination of deed records.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
 - E. Providing renderings, model, and mock-ups requested by the OWNER.
 - F. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
 - G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
 - H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
 - I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
 - J. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
 - K. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
 - L. Furnishing the services of a Resident Project Representative to act as OWNER's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for OWNER against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, C.
- If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of the AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
- M. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

- N. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- O. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by the AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to the AGREEMENT.
- P. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- Q. Performing investigations, studies, and analysis of work proposed by construction contractor to correct defective work.
- R. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- S. Services required to resolve bid protests or to rebid the projects for any reason.
- T. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- U. Any services required as a result of default of the contractor or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- V. Providing services after the completion of the construction phase not specifically listed in Article I.
- W. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- X. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor claim(s), provided said claims are supported by causes not within the control of FNI.
- Z. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- AA. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- BB. Provide follow-up professional services during Contractor's warranty period.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of the AGREEMENT and agrees to complete the services in accordance with the following schedule: 1) Preliminary & Design Phases at one hundred fifty (150) calendar days, 2) Bid & Construction Phases as required to complete Project. Above time of completion does not account for City and other agencies review time.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of the AGREEMENT and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: OWNER may consider the following in a timely manner so as not to delay the services of FNI:

- A. OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, OWNER agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:
- any costs that OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
 - Any costs that are due to unforeseen site conditions, or
 - Any costs that are due to changes made by the OWNER.
 - Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under the AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and

- expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under the AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. OWNER shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. OWNER shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by OWNER.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. OWNER shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative Service so the Bidders can be informed.
- K. If OWNER designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of the AGREEMENT before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of the AGREEMENT or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

OWNER's Designated Representative

Michelle H. Segovia, P. E., CFM
City Engineer
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511
281-388-4341
msegovia@cityofalvin.com

FNI's Designated Representative

Mehran (Ron) Bavarian
11200 Broadway, Ste. 2320
Pearland, Texas 77584
832-465-4722
mb@freese.com

FNI's Accounting Representative

Kristina Isaac
11200 Broadway, Ste. 2320
Houston, Texas 77584
713-600-6860
kristina.isaac@freese.com

COMPENSATION

For and in consideration of the services to be rendered by FNI, OWNER shall pay the fees hereinafter set forth.

A. COMPENSATION:

1. Compensation to FNI for the services as defined in Article IA thru D of Attachment SC shall be based on fees for different tasks as follows:

a. Preliminary & Design Phase	\$183,000
b. Bid & Award Phase	\$10,000
c. Construction Administration Phase	<u>\$30,000</u>
Subtotal, Basic Services	\$223,000
d. Special Services:	
1. Drainage Analysis and Tech Memo	\$11,000
2. Topo Surveying & Mapping (Cost + 10%)(Sub Consultant)	\$26,950
3. TDLR Reviews & Filing (Cost + 10%)(Budget)	\$2,200
4. Reimbursable Project Expenses (Printing, Deliveries, Mileage, outside printing of plans and construction documents)	<u>\$1,500</u>
Subtotal, Special Services	\$41,650
Total Fees	\$264,650

Therefore, total fee shall not exceed \$264,650 without prior reauthorization.

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify OWNER for OWNER'S approval before proceeding.

B. COMPENSATION TERMS:

1. "Sub-Consultant Expense" is defined as the expense that is incurred by FNI in employment of others in outside firms for services in the nature of foundation borings, testing, surveying, process design and similar services that are not included in the Basic Services.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by FNI for supplies, transportation and equipment, travel, communications, subsistence and lodging away from home and similar incidentals in connection with that assignment.

C. BASIC SERVICES:

1. Upon authorization from the OWNER, FNI shall proceed with the services outlined in different phases of the project. For the purposes of preparing monthly statements, FNI shall submit to the OWNER payment requests in proportion to that part of the service which has been accomplished as evidenced by monthly statements. Final payment shall be due upon the completion of defined services.
2. If other Additional Services are required and authorized by the OWNER, FNI shall be compensated as follows:
 - a. Where the services of individuals are supplied by FNI, as authorized by OWNER, payment for these services will be based on Hourly Rate Schedule attached.
 - b. Services for direct non-labor expense and sub-contract expense provided by FNI shall be reimbursed at actual cost times a multiplier of 10%.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$2,076,000 for engineering design services for the 54-Inch Eastside Interceptor Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Freese and Nichols, Inc. (FNI) to submit a proposal for the design of the 54-Inch Eastside Interceptor Project.

This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the construction of a 54-inch sanitary sewer interceptor line to replace the existing 27-inch and 33-inch lines that carry all of the City’s wastewater flows to the Wastewater Treatment Plant.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, alternate route study, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important wastewater system CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of thirteen months. Approval of this Agreement will ensure that construction plans are available and ready for bid in July 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 236-6003-00-9077 **Amount:** \$2,076,000 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/2018 SLH

Supporting documents attached:

- Freese Proposal for 54" Eastside Interceptor Project Design

Recommendation: Move to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$2,076,000 for engineering design services for the 54-Inch Eastside Interceptor Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

April 10, 2018

Michelle H. Segovia, P.E., CFM
City Engineer
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

Re: 54" Eastside Interceptor Proposal

Dear Ms. Segovia:

Freese and Nichols, Inc. (FNI) is pleased to provide you with the attached proposal for the above referenced project. FNI proposes to conduct the attached scope of services for a lump sum fee of \$2,076,000. FNI will invoice the City monthly based on a percent complete for the project. A summary of our proposed fee is provided below:

1. PM, Alt. Route Study & Final Design Phase	\$ 781,000
2. Bid Phase	\$ 28,000
3. Construction Phase General Rep.	\$ 217,000
4. Resident Project Representation	\$ 518,000
5. Geotechnical Investigation	\$ 47,000
6. Topographic Survey	\$ 179,000
7. Subsurface Utility Engineering (Level A)	\$ 33,000
8. Environmental Evaluation	\$ 12,000
9. Easement Legal Desc. and Exhibit Prep	\$ 28,000
10. Materials Testing	\$ 233,000
	<hr/>
	\$ 2,076,000

We are looking forward to the opportunity to continue working with the City of Alvin on this critical infrastructure project.

Sincerely,

Freese and Nichols, Inc.



Alan C. Hutson, P.E.
Principal-in-Charge

CC: Jared Barber, P.E., Richard Weatherly, P.E.

Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by the City of Alvin, Texas, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: 54" Eastside Interceptor

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a fee not to exceed \$2,076,000. The fee will be billed monthly on a percent complete basis.

If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the ____ day of _____, 2018.

ATTEST:

City of Alvin, Texas
(Owner)

By: _____

Print Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

Dorothy Bergan

By: *Alan C. Hutton*

ALAN C. HUTTON VICE PRESIDENT
Print Name and Title

PROJECT UNDERSTANDING

The 54" Eastside Interceptor project is part of the City of Alvin's effort to expand the capacity of the collection system to their existing WWTP on the southern end of town. The collection system currently includes two parallel wastewater lines (27" and 33") which do not have sufficient capacity for future development needs. Both of these lines are to be abandoned and replaced by the proposed 54" Eastside Interceptor.

This project includes an alternative route study to evaluate the route that provides the best value to the City, detailed design of the selected route, bid phase services, and general construction representation services. Other special services include resident project representation, geotechnical investigation, topographic survey, easement preparation (if necessary), environmental evaluation, and materials testing.

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

1. Coordinate Subconsultants
 - a. Surveying – Gorrondona
 - b. Subsurface Utility Engineering (SUE) – Rios Group
 - c. Geotechnical/Materials Testing – Ninyo & Moore
2. Conduct Internal Kickoff Meeting – FNI will conduct an internal meeting to outline the project scope, schedule, budget, and make initial task assignments.
3. Conduct Project Kickoff Meeting with OWNER – FNI will conduct a project kickoff meeting to review the scope of services and project schedule, and to discuss the route study, technical design, operation, and other project set up items.
4. Conduct Monthly Progress Meetings with OWNER – FNI will conduct up to twelve (12) monthly progress meetings to discuss routes, technical design issues, sequencing, and other design issues.
5. Provide One-Page Monthly Reports – FNI will prepare and submit monthly status reports to the OWNER with FNI's monthly invoice. Monthly status reports will comprise a one page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
6. Quality Assurance/Quality Control – FNI will prepare a QA/QC plan including regularly scheduled reviews of project deliverables.

B. ALTERNATE ROUTE STUDY

1. FNI will prepare a route study that evaluates up to three (3) options for the proposed 54" interceptor;
2. Develop conceptual pipeline plan and profiles for each option. The plan and profiles will be reviewed with the OWNER and the alternatives compared to determine advantages and disadvantages of the proposed alternatives based on the profile characteristics;
3. Perform a hydraulic analysis for each pipeline option, verifying pipeline capacity and minimum grade to maintain flushing velocities for solids that may settle out of the flow;
4. Prepare preliminary OPCC for each of the alternative options. Estimate of land costs shall be furnished to the OWNER;
5. Submit one advance copy of the draft alternate route study, cost opinion, and associated maps to the OWNER;
6. Prepare and participate in one alternate route study workshop. The objective of the workshop is to present and discuss the findings of the evaluation; and
7. Incorporate comments from the OWNER and submit four (4) hard copies and one (1) electronic copy (PDF format) of the draft alternate route study, cost opinion and associated drawings, and submit four (4) hard copies and one (1) electronic copy (PDF format) of the final alternate route study to the OWNER.

C. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

The following shall be provided for one combined set of construction documents:

1. FNI will prepare Plans and Specifications for the PROJECT. The PROJECT is based on the preparation of plans and specifications for one (1) combined set of construction documents for the proposed 54" trunk main and rehabilitation of the existing sewers (if necessary). Preparation of additional packages or design of a larger diameter pipeline may be requested as an additional service;
2. Pipeline drawings will include plan and profiles at 1-inch equal twenty (20) feet scale horizontally and 1-inch equal four (4) feet vertically (full size plans); traffic control plan; details; prepare general specification for Contractor's preparation of Storm Water Pollution Protection Plan;
3. Prepare construction related permits required for the installation of the proposed pipeline, such as City roadway, gas line, or power line. Any permits required for environmental purposes (USACE, EPA, THC, USFWD, etc.) shall be considered an additional service;
4. Opinion of probable construction costs – FNI will prepare an opinion of probable construction costs for review by the OWNER following completion of the alignment route study. This opinion will be updated for the sixty percent (60%), the ninety percent (90%), and the final (100%) quality control review meetings (30% is covered under Alternate Route Study);

5. Quality control review meeting – FNI will plan and participate in up to three (3) quality control review meetings with OWNER personnel. One of these meetings may require walking the alignment to resolve any special design issues. The meetings will be held at approximately the sixty percent (60%), the ninety percent (90%), and the final (100%) project completion stages. FNI will provide four (4) review sets (half size), and four (4) review sets of specifications a minimum of ten (10) working days before the review meetings. A meeting memorandum will be prepared documenting major revisions and decisions made during each of the meetings; and
6. FNI shall submit a summary letter to TCEQ verifying the PROJECT was designed in accordance with Sub-Chapter 217 of the TCEQ regulations. Submittal of plans and specs to TCEQ and any other regulatory agency shall be considered an Additional Service.

D. BID OR PROPOSAL PHASE. Upon completion of the design services and approval of “Final” drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI’s database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
2. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
4. Assist the Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.
5. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
6. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

- E. **CONSTRUCTION PHASE:** Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures is an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. The number of site visits for projects will be included in the Task Authorizations. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
11. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
12. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
13. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. One (1) set of prints and one (1) electronic PDF on a CD of "Record Drawings" shall be provided by FNI to Owner.

F. SPECIAL SERVICES:

1. Resident Project Representation

A. FNI will have a full-time Resident Project Representative (RPR) on the Site approximately 48 hours per week for a duration of 78 weeks which includes part time management and oversight of a Construction Manager. The duties, responsibilities and the limitations of authority of the RPR, and designated assistants, are as follows:

1. Resident Project Representative is FNI's agent at the site, will act as directed by and under the supervision of FNI, and will confer with FNI regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with FNI and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of FNI.

B. Duties and Responsibilities of Resident Project Representative:

2. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with FNI concerning acceptability.

3. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as FNI's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist FNI in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations.

b. Assist in obtaining from Owner additional details or information, when requested.

5. Shop Drawings and Samples:

a. Record date of receipt of Shop Drawings and Samples.

b. Receive Samples which are furnished at the Site by CONTRACTOR, and notify FNI of availability of Samples for examination.

c. Advise FNI and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by FNI.

6. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

- b. Based on the information, knowledge and belief of RPR, report to FNI whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise FNI of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to FNI appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to FNI.
7. Interpretation of Contract Documents: Report to FNI when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by FNI.
8. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to FNI. Transmit to CONTRACTOR in writing decisions as issued by FNI.
9. Records:
- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, FNI's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.
10. Reports:
- a. Furnish to FNI periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Consult with FNI in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to FNI Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - d. When known, report immediately to FNI and Owner the occurrence of any accident.

11. **Payment Requests:** Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
 12. **Certificates, Maintenance and Operation Manuals:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to FNI for review and forwarding to Owner prior to final payment for the Work.
 13. **Completion:**
 - a. Before FNI issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - c. Conduct a final inspection in the company of FNI, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to FNI concerning acceptance.
- C. **Limitations of Authority of Project Representative:**
1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by FNI.
 2. Shall not exceed limitations of FNI's authority as set forth in Agreement or the Contract Documents.
 3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.
 6. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
 7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by FNI.

2. Geotechnical Investigation Scope – Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Ninyo & Moore to perform geotechnical investigation services for the project. The following geotechnical services will be provided:
- (a) Field Exploration
 - (b) Select appropriate locations for exploratory borings within the vicinity of the proposed alignment.
 - (c) FNI will coordinate with the City and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
 - (d) Twenty-Three (23) borings have been assumed for this project. The assume depths are 4 borings to a depth of 15 ft., 13 borings to a depth of 25 ft., and 6 borings to a depth of 40 ft.
 - The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be cored using an NX core barrel and/or tested *in situ* using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
 - (e) Laboratory Testing
 - (f) Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
 - (g) The Consultant will select samples for laboratory testing, assign tests, and review the test results.
 - (h) Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - Moisture content
 - Unit dry weight
 - Unconfined compressive strength of soil and rock
 - One-dimensional swell (restrained and unrestrained)
 - One-dimensional consolidation
 - (i) Engineering Analysis and Reporting

- (j) The Consultant will perform the geotechnical engineering analysis and prepare technical memorandums for the construction contract summarizing the geotechnical investigation. The technical memorandum will include the following:
- Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design.
 - Subgrade treatment and preparation recommendations for roads.
 - Trenchless construction recommendations
 - General discussion of expected construction related issues.
 - Earthwork related recommendations for use during development of plans and specifications.
- (k) Submittals will include an electronic PDF copy of each technical memorandum.
3. Topographic Survey Scope – Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Gorrondona & Associates to perform surveying services for the project. The following survey services will be provided:
- (a) Topographic Survey
 - (b) Research parcels/lots (approximately 57 tracts & 71 lots) along the proposed route and obtain copies of subdivision plats, utility easements and metes and bounds deeds. Prepare a deed sketch and locate property corners and establish existing right-of-way lines. Analyze and calculate the right-of-way and property lines of adjoining parcels. Addresses of parcels/lots shall be obtained and shown on the final design drawing.
 - (c) Establish horizontal and vertical control for the project.
 - (d) Request buried communications utility plans, gas and electric plans, storm, wastewater and water plans for subsurface utility information.
 - (e) Tie all improvements for approximately 17,000 linear feet with cross sections every 100 ft.
 - (f) Provide final design and topo drawing in AutoCAD 2017 file format
 - (g) Abstracting services for existing easements
 - (h) Provide research and copies of the documents for the existing sewer easement and the vesting deeds both sides of the proposed alignment. The vesting deeds for the lots within recorded subdivisions will not be provided.
4. Subsurface Utility Engineering Scope – Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Rios Group to perform SUE services for the project. The following SUE services will be provided:
- (a) The scope generally includes excavating test holes (QL A SUE) on utilities that are crossing the alignment of the proposed eastside interceptor. The specific scope includes excavating up to twenty (20) test holes. This assumes 10 test holes will be in the 0 to 4 ft depth range and 10 test holes will be in the 4 to 8 ft. depth range.

- (b) The scope includes calling in 811 dig ticket, coordinating with utility owners, designating utilities as required, vacuum excavation of test holes, and preparing SUE deliverables.
5. Environmental Evaluation – The Environmental Evaluation shall be performed concurrently with the Alternate Route Study in order to evaluate all routes based on environmental constraints. FNI shall:
- (a) Alternate Route Desktop Evaluation – As part of the alternate route study, FNI environmental scientists will conduct a desktop evaluation of up to three (3) alternate pipeline routes. The purpose of this assessment is to identify potential environmental constraints along the alternate pipeline routes and to assist project engineers with the identification of a preferred alignment;
 - (b) Gather and Review Existing Information – Prior to conducting a pedestrian survey along the proposed sanitary sewer alignment, FNI environmental scientists will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), and soils data within the proposed project area;
 - (c) Conduct Pedestrian Survey - FNI environmental scientists will conduct a site visit to make observations along the alignment to document existing environmental conditions and assess potential permitting requirements. The presence and locations of waters of the U.S., including wetlands; potential threatened/endangered species habitat; protected trees; and vegetation cover types will be identified in the proposed project area;
 - (d) Coordinate with the Texas Historical Commission - Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC is expected to be required. FNI will draft a consultation letter to the THC for OWNER's review and comment. FNI will incorporate OWNER's comments and submit the consultation letter to the THC. Any follow up studies requested by the THC are not included in this scope of services but can be provided upon written authorization;
 - (e) Coordinate with Project Engineers - Utilizing information gathered during the pedestrian survey and consultation with the THC, FNI environmental scientists will coordinate with the project engineers to evaluate environmental permitting constraints associated with development of the project; and
 - (f) Prepare Technical Memorandum - Based on our understanding of the proposed project, it appears that the pipelines could be constructed to meet the terms and conditions of NWP 12, without requiring notification to the USACE. Information gathered during the pedestrian survey and consultation with the THC will be used to prepare a draft technical memorandum. The memorandum will include discussions of methodologies used, the hydrologic characterization and locations of potential waters of the U.S., and an opinion on their jurisdictional status. This memorandum will also include a discussion of how the proposed project could meet the terms and conditions of NWP 12, without requiring notification to the USACE. The draft technical memorandum will be submitted to the OWNER for review and comment. After incorporating OWNER's comments into the document, FNI will submit a final technical memorandum to the OWNER.

6. Easement Legal Description and Exhibit Preparation - Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Gorrondona & Associates to perform easement preparation services for the project. The following easement preparation services will be provided:
- (a) Prepare metes and bounds description with exhibit on letter size for up to ten (10) proposed permanent easement and ten (10) temporary construction easements meeting the City of Alvin Standards.
 - (b) Deliverables shall include up to ten (10) proposed permanent easement and ten (10) temporary construction easements approved, signed and sealed originals to the City of Alvin.
7. Materials Testing – Upon written notice to proceed, FNI shall retain (as a subconsultant) and monitor the services of Ninyo & Moore to perform materials testing services for the project. The following materials testing services will be provided:
- (a) Field Services – Qualified engineering technicians, directed by Professional Engineers licensed in the State of Texas, will perform the requested testing and observations for the project. The technicians assigned to the project will be qualified and equipped to perform the following field services:
 - (b) Sample materials proposed for use as subgrade, select fill, general site fill, and utility backfill, as requested. Prepare and test the samples to determine classification by sieve analysis, the Atterberg limits, pH and Moisture Density Relationship.
 - (c) Proof roll exposed subgrade prior to placement of fill materials.
 - (d) Perform field gradations on chemically stabilized soils, as well as pH and Atterberg limits.
 - (e) Perform field density tests using the nuclear method to determine the moisture content and percent compaction of the soil materials of the subgrade.
 - (f) Perform depth checks and field density tests every 200 linear feet to determine depth, Plasticity Index, moisture content, and percent compaction of the pavement subgrade materials.
 - (g) Reporting - Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within three business days. Test reports will be distributed via e-mail. The City will need to provide the consultant with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person. Reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of the locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.
 - (h) Retests for failed tests are reimbursable by the contractor.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- C. Providing renderings, model, and mock-ups requested by the Owner.
- D. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- E. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- I. Preparing Operation and Maintenance Manuals or conducting operator training.
- J. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- L. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- M. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

- N. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- O. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- P. Services required to resolve bid protests or to rebid the projects for any reason.
- Q. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- R. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- S. Providing services after the completion of the construction phase not specifically listed in Article I.
- T. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- U. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- V. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- W. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- X. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- Y. Provide follow-up professional services during Contractor's warranty period.

ARTICLE III

TIME OF COMPLETION: FNI agrees to complete the services in accordance with the schedule established in each Task Authorization.

- Alternate Route Study: 90 Days after NTP
- Special Services (2-4): 90 Days after OWNER Approval of Route
- Final Design: 290 Days after OWNER Approval of Route
- Bid and Award Phase: 60 Days after Final Design Approval
- Construction Phase and Special Services (1): 18 Months is anticipated for construction + 30 days for Record Drawings

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation at a negotiated lump sum fee.

ARTICLE IV

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by FNI or in the other professional services performed or furnished by FNI under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against FNI on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of FNI for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of FNI related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term FNI includes FNI's officers, directors, partners, employees, agents, and FNI's Consultants.

- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – Michelle Segovia, P.E., CFM, 1100 W. Highway 6, Alvin, Texas 77511; Phone: (281) 388-4341; Fax: (281) 331-7516; Email: msegovia@cityofalvin.com

Owner's Accounting Representative – To Be Determined

FNI's Designated Representative – Jared Barber, P.E., 11200 Broadway Suite 2320, Pearland, Texas 77584; Phone: (832) 456-4745; Fax (832) 456-4701; Email: jared.barber@freese.com

FNI's Accounting Representative – Kristina Isaac, 10497 Town and Country Way, Suite 600, Houston, Texas 77024; Phone: (713) 600-6860; Fax (713) 600-6801; Email: Kristina.isaac@freese.com

TERMS AND CONDITIONS OF AGREEMENT

- 1. **DEFINITIONS:** The term Owner as used herein refers to The City of Alvin, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
- 2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
- 3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
- 4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
- 5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
- 6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		Workers' Compensation	
General Aggregate	\$2,000,000	Each Accident	\$1,000,000
Automobile Liability (Any Auto)		Professional Liability	
CSL	\$1,000,000	\$3,000,000 Annual Aggregate	
- 7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
- 8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

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OWNER _____

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$95,200 for engineering design services for the Northwest and Northeast Sanitary Sewer Basin Evaluation Survey; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Freese and Nichols, Inc. (FNI) to submit a proposal for the Northwest and Northeast Sanitary Sewer Basin Evaluation Survey.

This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the evaluation of the Northwest and Northeast Sanitary Sewer Basins to identify sources and causes of inflow and infiltration (I/I) and develop rehabilitation/improvement recommendations.

The Engineering Services Agreement being considered will provide data collection, flow monitoring, smoke testing, and Manhole inspection/survey, for this important wastewater system CIP project. It is proposed that design services culminating in a technical memorandum detailing the survey results and system improvement alternatives will be complete in a period of nine months. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 220-6002-00-3100 **Amount:** \$95,200 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/2018 SLH

Supporting documents attached:

- Freese Proposal for Sanitary Sewer Basin Evaluation Survey

Recommendation: Move to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$95,200 for engineering design services for the Northwest and Northeast Sanitary Sewer Basin Evaluation Survey; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

April 10, 2018

Michelle H. Segovia, P.E., CFM
City Engineer
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

Re: Sanitary Sewer Evaluation Survey (SSES) Proposal

Dear Ms. Segovia:

Freese and Nichols, Inc. (FNI) is pleased to provide you with the attached proposal for the above referenced project. FNI proposes to conduct the attached scope of services for a lump sum fee of \$95,200. FNI will invoice the City monthly based on a percent complete for the project.

We are looking forward to the opportunity to continue working with the City of Alvin on this important collection system project.

Sincerely,

Freese and Nichols, Inc.



Alan C. Hutson, P.E.
Principal-in-Charge

cc: Kendall Ryan, P.E.
Richard Weatherly, P.E.

Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by the City of Alvin, Texas, hereinafter called "Owner" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: **City of Alvin Sanitary Sewer Evaluation Study**
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a fee not to exceed \$95,200. The fee will be billed monthly on a percent complete basis.

If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the _____ day of _____, 2018.

ATTEST:

City of Alvin, Texas
(Owner)

By: _____

Print Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)



By: 

ALAN C. HUTSON VICE PRESIDENT
Print Name and Title

PROJECT UNDERSTANDING

FNI will conduct a Sanitary Sewer Evaluation Survey (SSES) in portions of the Alvin collection system (SSES study area) to identify sources and causes of inflow and infiltration (I/I) and develop proposed rehabilitation/improvement recommendations. The goal of this project is to provide actionable information about the condition of collection system assets in order to reduce I/I in the collection and treatment systems.

The SSES study area for this Project will consist of the following two (2) wastewater basins identified during the Owner's *Utility Master Plan*: 1) Northwest Basin, and 2) Northeast Basin.

The proposed major task items and order of the SSES project is as follows:

1. **TASK A** – Project Management
2. **TASK B** – Targeted Flow Monitoring and Ranking of Sub Basins by I/I
3. **TASK C** – SSES Field Activities and Development of Improvement Alternatives and Costs

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A PROJECT MANAGEMENT

1. Meeting No. 1 - Project Kickoff

Conduct a project kickoff meeting with the Owner to review project scope, goals, project team members and schedule. FNI will provide the Owner with a data request memorandum identifying data needs. The meeting will include discussion of the following:

- Scheduling and project coordination
- Key Owner personnel for field work coordination
- Information and data needs from the Owner

2. Monthly Progress Reports

Monthly Status Reports will also be submitted that summarize progress and document upcoming tasks. The Reports will outline upcoming key decisions which will require input from or discussion with the Owner.

3. Data Collection

FNI will coordinate with Owner staff to collect data as specified in the data request memorandum.

4. Additional Project Status Meeting

In addition to technical, task-related meetings, FNI will be available for an additional project meeting with City of Alvin staff to review progress, discuss data needs and any topics of special concern.

5. Engineering Field Coordination

In addition to technical, task-related meetings, FNI engineering staff will perform up to two (2) field visits to verify field work progress and coordinate/monitor SSES field work activities.

B: TARGETED FLOW MONITORING

1. Analyze Small-Diameter Sewer Network Connectivity

FNI will obtain the Owner's latest GIS and assess small-diameter network connectivity within the SSES study area and provide mapping of lines and manholes to be field verified. Up to five (5) locations for network connectivity will be provided. Owner staff will verify connectivity at the specified locations. FNI will update mapping based on Owner verifications.

2. Preliminary Flow Monitor Locations and Sub Basin Delineation

Based on discussions with Owner staff and the initial data analysis (Task B), FNI will select preliminary locations for the targeted flow monitoring and create sub basin delineation in GIS.

3. Meeting No. 2 – Network Connectivity and Preliminary Flow Monitor Locations

FNI will meet with Owner staff to discuss the results of the field connectivity verifications and the preliminary targeted flow monitoring locations and sub basin delineation. FNI will provide mapping to facilitate discussion and Owner staff input. The focused flow monitor locations and basin delineations will be updated based on staff input and connectivity.

4. Flow Monitor Field Inspections

FNI will conduct field inspections of the selected flow monitor locations to confirm suitability for flow monitoring. Items to be investigated include accessibility, hydraulic conditions and debris depth. Consultant will notify Owner of any sites that require cleaning prior to flow monitoring. Any required cleaning prior to flow monitor installation will be the responsibility of the Owner.

5. Targeted Flow Monitoring and Rain Gauge Data Collection

Conduct sewer flow monitoring at selected locations for forty-five (45) consecutive days. Up to ten (10) flow monitors shall be used for targeted flow monitoring. Flow monitors shall be calibrated prior to installation and maintained routinely during the field monitoring period. Install temporary rain gauges to obtain storm event intensity and duration information. Rain gauges shall be calibrated prior to installation.

6. Flow Monitor Data Analysis and Sub Basin I/I Ranking

FNI will evaluate the flow monitor and rainfall data. Hydrographs and flow depth plots will be created for each flow monitor site and will include the observed rainfall intensities. The discrete I/I within each of the sub basins will be calculated, and the sub-basins will be ranked according to I/I.

7. Proposed Sub Basins for SSES Field Activities

FNI will select sub basins for SSES field activities (Task C). The number of sub basins selected will be limited by the not-to exceed quantities shown in **Table A** (Task C). Sub basins will be selected based on a set of factors that could include, but is not limited to:

- Amount of I/I determined in Task B.6 (Sub Basin I/I ranking)
- Shallow sewer pipes at a greater risk of sanitary sewer overflows, etc.
- Existing infrastructure capacity for wet weather peak flow conveyance

GIS mapping will be created to show the selected sub basins.

8. Draft Technical Memorandum (TM) No. 1 – SSES Focused Flow Monitoring Results

FNI will develop a draft technical memorandum that summarizes the assumptions, procedure, and results of the network connectivity verification, focused flow monitoring, I/I evaluation, and SSES field work study area selection. FNI will provide an electronic copy of TM No. 1 to staff for review.

9. Meeting No. 3 – Discuss Draft TM No. 1 and Sub Basins for SSES Field Activities

FNI will meet with Owner staff to discuss TM No. 1 and the results of the targeted flow monitoring and sub basin I/I rankings. The proposed sub basins for SSES field activities will be presented, along with selection criteria. FNI will solicit staff comments.

10. Final Technical Memorandum No. 1 - SSES Focused Flow Monitoring Results

FNI will incorporate staff comments on TM No. 1 and deliver five (5) hard copies and one electronic PDF copy of the Final TM No. 1.

C: SSES FIELD ACTIVITIES AND IMPROVEMENT ALTERNATIVES

FNI will conduct SSES field activities in the agreed upon sub basins discussed with Owner staff in Task B.7 and documented in TM No. 1. SSES field activities shall consist of smoke testing and manhole inspections up to the quantities listed in **Table A**.

Table A: Total Project Quantities for SSES Field Activities

SSES Field Activity	Not to Exceed Quantity
Smoke Testing	36,000 Linear Feet
Manhole Inspections	105 Manholes

1. Meeting No. 4 – SSES Field Activities Kickoff Meeting

FNI will facilitate a meeting with FNI field personnel and Owner staff to discuss overall field inspection goals and schedule. FNI will provide mapping of the sub basin study area and review access, schedule, and other relevant considerations for field work with Owner staff.

2. SSES Field Activities in Sub Basins

Smoke Testing

FNI field personnel will smoke test the sanitary sewer lines in the sub basins, up to 36,000 linear feet. Field reports, X-Y locations, photographs, and details will be provided for each defect and identified source of smoke.

Manhole Inspections and Survey

FNI field personnel will inspect the sanitary sewer manholes in the sub basins, up to 105 manholes. Any required manhole uncovering will be the responsibility of the Owner. The purpose of the manhole inspections is to systematically locate and determine the physical condition and possible sources and relative amounts of I/I. The information to be collected from the manhole inspections shall include:

- Sub-meter x-y locations
- Photographs
- Pipe connections
- Inventory and assessment of the manhole structure

The information collected during the physical survey will allow FNI to evaluate and prioritize defects in manholes and assist in determining appropriate rehabilitation methods. Defects observed during the manhole inspections will be coded based on the current MACP version.

3. Sub Basin SSES Results Analysis and Improvement Alternatives

FNI will analyze the results of the sub basin SSES field activities and provide mapping and/or tabular summary data as appropriate. Improvement alternatives will be developed with the goal of reducing I/I in the collection system and associated excessive surcharging and overflows. Cost estimates will be developed for the improvement alternatives.

4. Meeting No. 5 – Sub Basin SSES Results and Improvement Alternatives

FNI will meet with Owner staff to review the results and deliverables from the sub basin SSES field activities. The improvement alternatives will be presented, along with cost estimates.

5. Draft Technical Memorandum (TM) No. 2 – SSES Results and Improvement Alternatives

FNI will prepare a draft Technical Memorandum documenting the process, findings, recommendations, and cost estimates developed during the SSES Field Activities. FNI will provide an electronic copy of TM No. 2 to staff for review.

6. Meeting No. 6 – Discuss Draft TM No. 2

FNI will meet with Owner staff to discuss TM No. 2 and the results of the Study Area 1-4 SSES Field Work. FNI will solicit staff comments.

7. Final Technical Memorandum No. 2 – SSES Results and Improvement Alternatives

FNI will incorporate staff comments on TM No. 2 and deliver five (5) hard copies and one electronic PDF copy of the Final TM No. 2.

Summary of Meetings

- Meeting No. 1 – Project Kickoff Meeting
- Meeting No. 2 – Network Connectivity and Preliminary Flow Monitor Locations
- Meeting No. 3 – Discuss Draft TM No. 1 and Sub Basins for SSES Activities
- Meeting No. 4 – SSES Field Activities Kickoff Meeting
- Meeting No. 5 – SSES Results and Improvement Alternatives
- Meeting No. 7 – Discuss Draft TM No. 2

- Additional Project Meetings (up to 2) with the Owner

Summary of Deliverables

- Technical Memorandum No. 1 – SSES Focused Flow Monitoring Results
- Technical Memorandum No. 2 – SSES Results and Improvement Alternatives
- Smoke Testing and Manhole Inspection deliverables as outlined in Task C.2

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Extension of temporary flow monitoring and rain gauge data collection beyond 45 days
- B. Emergency repairs to manholes and pipelines
- C. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- D. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- F. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- G. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- H. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- I. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
- J. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- K. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- L. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- M. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- TM No. 1 – Within 120 days of Notice to Proceed
- TM No. 2 and SSES Results – 150 days after TM No. 1

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation a negotiated lump sum fee.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Owner shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

- M. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative	Name: _____ 216 West Sealy Alvin, Texas 77511 (281) 388-4278
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Owner's Accounting Representative	Name: _____ 216 West Sealy Alvin, Texas 77511 (281) 388-4278
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FNI's Designated Representative –	Kendall Ryan, PE 11200 Broadway Street, Suite 2320 Pearland, Texas 77584 (832) 456-4732 Kendall.Ryan@freese.com
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FNI's Accounting Representative	Jana Collier 4055 International Plaza, Suite 200 Fort Worth, Texas 76109 (817) 735-7354 jvc@freese.com
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TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to The City of Alvin, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage:

Commercial General Liability		Workers' Compensation	
General Aggregate	\$2,000,000	Each Accident	\$1,000,000
Automobile Liability (Any Auto)		Professional Liability	
CSL	\$1,000,000	\$3,000,000 Annual Aggregate	

7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with HDR, Inc. in an amount not to exceed \$1,186,353.11 for engineering design services for the FM 528 Extension Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected HDR, Inc. to submit a proposal for the design of the FM 528 Extension Project.

This project was identified as a short-term project in the Major Thoroughfare Implementation Plan that was presented to City Council on August 3, 2017, and consists of the extension of FM 528 from Gordon Street to Highway 6 along the right-of-way that has been acquired in the last ten plus years.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, route study, traffic warrant study, preliminary and final engineering design, and complete plan set for this important roadway infrastructure CIP project. It is proposed that design services culminating in a final plan set will be complete in a period of thirteen months. Approval of this Agreement will ensure that construction plans are available and ready for bid in July 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 312-5501-00-9001 **Amount:** \$1,186,353.11 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/2018

Supporting documents attached:

- HDR Proposal FM 528 Extension Project Design
- HDR Exhibit A Fee Schedule

Recommendation: Move to approve an Engineering Services Agreement with HDR, Inc. in an amount not to exceed \$1,186,353.11 for engineering design services for the FM 528 Extension Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



April 10, 2018

Ms. Michelle Segovia, PE
City Engineer
City of Alvin
1100 W. Highway 6
Alvin, TX. 77577

Re: FM 528 Extension: Professional Engineering Services

Dear Ms. Segovia

HDR is pleased to submit this proposal for engineering, surveying and geotechnical services for Preliminary and Final design of FM 528 Extension, from SH 6 to SH 35.

SCOPE OF SERVICES

HDR proposes to provide our services on a Lump Sum basis in accordance with the attached scope and fee. The total level of effort needed to complete the task identified is estimated at an amount not to exceed \$ \$1,186,353.11

HDR Engineering, Inc. appreciates this opportunity to continue to provide our services to the City of Alvin.

Sincerely,

David C. Weston

Vice President/Area Manager

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC.
FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 13th day of April , 2018, between _____ (“OWNER”) a municipal corporation, with principal offices at 216 W Sealy St, Alvin, TX 77511 , and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as FM 528 Extension from SH 35 to SH 6 (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

- Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is One million one hundred and eighty six thousand three hundred and fifty three dollars and eleven cents Dollars (\$1,186,353.11).

DESCRIPTION	TOTAL COSTS BY FC
Route And Design Studies (FC110)	\$64,458.00
Environmental Studies And Public Involvement (FC 120)	\$32,314.00

Right Of Way Data (FC 130)	\$27,970.00
Roadway Design Controls (FC 160)	\$84,790.00
Drainage (FC 161)	\$121,172.00
Signing, Pvmt. Mark., & Signals (FC162)	\$86,282.00
Miscellaneous (Roadway) (FC 163)	\$170,944.00
Managing Contracted Per Services & Survey Contracts (FC 164)	\$55,900.00
Bridge Design (FC 170)	\$412,818.00
Reimbursable Direct Expenses	\$12,479.40
Subcontracts (Geotechnical, Surveying)	\$117,225.71
TOTAL	\$1,186.353.11

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Alvin
"OWNER"

BY: _____

NAME: _____

TITLE: Mayor

ADDRESS: 216 W Sealy St
Alvin, Texas 77511

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: David C. Weston

TITLE: Area Manager

ADDRESS: 4828 Loop Central Dr, Suite
800 Houston, TX 77081

EXHIBIT A

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall provide schematic refinements, agency/stakeholder coordination, and prepare plans, specifications and estimates (PS&E) for FM 528 Extension, as a 2-lane urban principal arterial, from SH 35 to SH 6, a distance of approximately 0.9 miles. To eliminate future coordination, the proposed bridge over Burlington Northern Santa Fe Railroad (BNSF RR) shall be designed as a 4-lane structure. The design should account for FM 528 as an ultimate 4-lane facility to minimize throw-away costs.

Part 1 – Preliminary Engineering Services

ROUTE AND DESIGN STUDIES

The Engineer shall prepare an updated schematic layout for an interim 2- lane principal urban facility based on the preliminary 2-lane schematic, prepared by the State.

An itemization of the schematic design and engineering work activity to be performed under this contract is detailed below. All designs shall be prepared in accordance with the latest version of: TxDOT Roadway Design Manual, TxDOT Project Development Process Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, Texas Manual on Uniform Traffic Control (TMUTCD), Highway Capacity Manual - Transportation Research Board, TxDOT Hydraulic Design Manual, and TxDOT Access Management Manual.

The design schematic horizontal layout will adhere to a design scale of 1 in. = 100 ft. The schematic layout, exhibits, and attachments will be developed in English units. All Microsoft Office and Microstation V8i - Geopak computer graphic files furnished must be submitted in electronic format by means of a CD, DVD, or USB media. The geometric design will NOT be prepared in Open Roads. Schematics will follow the State and Federal Highway Administration (FHWA) standards, the schematic will also follow the CADD standards used by the State and shall be submitted as an original document, accompanied with an original Microstation V8i formatted graphics file. Final copies of the schematic design shall be signed by a professional engineer licensed in the State of Texas.

ENVIRONMENTAL DOCUMENTATION SUPPORT AND PUBLIC INVOLVEMENT

A Finding of No Significant Impact (FONSI) was obtained by TxDOT on the FM 528 environmental assessment (EA) on February 5, 2016. The Engineer shall provide agency coordination, meetings with affected property owners (MAPOs) and noise workshop support.

FUNCTION CODE 102(110) - FEASIBILITY STUDIES

Planimetrics and Aerial Mapping

Planimetrics, Digital Terrain Modeling (DTM), and aerial photographs shall be furnished to the Engineer by the City or State. Developing additional planimetrics, DTM or aerial photographs is NOT contained in the scope of services.

Field Investigation

The Engineer shall conduct a site visit to confirm items shown in the TxDOT preliminary schematic, environmental constraints identified in the EA, and identify

new constraints including development or access locations that are now shown in the TxDOT preliminary schematic or EA.

Obtain and Review Existing Plans, Reports and Studies

The Engineer shall obtain and review existing plans, reports and studies, including:

- Microstation and Geopak files for the TxDOT preliminary schematic
- TxDOT approved traffic projections
- Approved EA and Finding of No Significant Impact (FONSI)
- TxDOT ROW maps
- Approved development plats

Design Criteria

To establish the design criteria, the Engineer shall review the Design Summary Report that was prepared for the TxDOT preliminary schematic with respect to the design criteria in the manuals noted above and report any discrepancies and recommended resolutions to the City.

Interim Design Schematic

The Engineer shall prepare an updated design schematic based on any field changes. The purpose of the revised schematic is to confirm that the proposed design can be accommodated within the right of way (ROW) that has been mapped and acquired to date and to identify any construction easements. It is assumed that the schematic will meet design criteria and no design changes or design waivers will be needed. The geometric schematic plan view shall contain the following design elements:

- Geopak calculated roadway alignments
- Horizontal curve data shown in tabular format
- Pavement edges, curb lines, sidewalks for all roadway improvements
- Typical sections of existing and proposed roadways
- Proposed structure locations and bridge layout
- Proposed preliminary retaining wall locations
- Existing property lines and respective property ownership information
- Existing ROW, proposed ROW for parcels not acquired to date and easements
- Waters of the US (WOUS) – Based on information in the approved EA. No field delineation will be conducted.
- Existing and projected traffic volumes
- Lane lines and direction of traffic flow arrows indicating the number of lanes
- Existing major utilities

ROW/Property Base Information. The Engineer shall obtain information on existing ROW, easements and property information from preliminary schematic dgn files provided by the State, as-built plans, existing ROW maps and tax records.

Typical Sections. The Engineer shall develop both existing and proposed typical sections that depict the number and width of lanes, sidewalk, curb offsets (if applicable), pavement cross slope, border width, clear zone widths, and ROW limits.

Bicycle and Pedestrian Accommodations. Based on the environmental commitments in the FONSI, the schematic will include accommodations for bicycle traffic and a five-foot sidewalk on the north side of FM 528.

Retaining Walls. The engineer shall identify preliminary retaining wall locations to verify the need for and length of the retaining walls shown in the TxDOT preliminary schematic and to compute retaining wall quantities for the preliminary cost estimate.

Existing Access. There are a few existing driveways located near the proposed BNSF RR bridge. The Engineer shall develop up to two access alternatives for each of these driveways. It is assumed the access will fit within the ROW that has been acquired for this project and no additional ROW will be required.

The geometric schematic profile view shall contain the following design elements:

- o Calculated profile grade and vertical curve data including "K" values for the roadway
- o Existing ground line profiles along the roadway
- o Grade separations and overpasses including preliminary bent locations, girder type and span lengths.
- o Calculated vertical clearances at grade separations and overpasses

Cross Sections. The Engineer shall use Geopak to generate preliminary cross-sections every 100 feet and at culvert locations in conjunction with the schematic. The Engineer shall determine earthwork volumes for use in the preliminary cost estimate and shall prepare roll plots of the cross sections.

The Engineer shall submit a draft revised interim design schematic for City of Alvin and TxDOT review. The Engineer shall incorporate City of Alvin and TxDOT review comments and submit a final revised interim design schematic for City of Alvin and TxDOT approval.

Preliminary Cost Estimate

The Engineer shall prepare a preliminary cost estimate for the project, including the costs of construction and eligible utility adjustments. Current State unit bid prices will be used in preparation of the estimate. Since the ROW acquisition is almost complete, the ROW acquisition cost will not be included in the preliminary cost estimate.

DELIVERABLES:

The Engineer shall provide the following draft and final documents and associated electronic files as applicable:

- o Geometric Schematic layouts (Two (2) roll plots for draft and final)
- o Design schematic Cross-Sections (Two (2) roll plots for draft and final)
- o Preliminary cost estimate

FUNCTION CODE 120(120) - SOCIAL/ECON/ENVIRON STUDIES

Environmental Documentation

A FONSI was obtained by TxDOT on the FM 528 EA on February 5, 2016. Based on a meeting with Manny Francisco (TxDOT) on March 26, 2018, if an environmental re-evaluation would be required, TxDOT would prepare the environmental re-evaluation. Therefore, preparing an environmental re-evaluation, associated technical reports, modeling and associated environmental field work are not included in this scope of services.

Agency Coordination

The Engineer shall provide the following agency coordination assistance:

- If an environmental re-evaluation is required, with City of Alvin approval, the Engineer shall provide TxDOT copies of the schematic/PS&E plans, information related to the noise workshops and answer questions about the design. Up to two (2) meetings with TxDOT are assumed.
- Coordination with BNSF RR related to environmental issues

MAPOs

MAPOs may be required with property owners along the proposed roadway that have access modifications or to address other concerns. The Engineer shall:

- Assist the City of Alvin in the preparation of documents to be shared during MAPO
- Attend MAPOs with the City in person to record notes and provide engineering and environmental recommendations as needed. It is assumed that no more than 4 meetings will be required.

Noise Workshop

Based on the approved EA, three preliminary proposed noise barriers were found to be feasible and reasonable. There was also a fourth proposed location that met the feasible and reasonable criteria; however, based on TxDOT's Noise Toolkit Guidelines (March 2011) was NOT recommended, because no building permit had been applied for and no activity had occurred on the vacant land platted as a subdivision.

It was noted in the EA that "Any subsequent project design changes may require a reevaluation of this preliminary noise barrier proposal." Updated noise modeling resulting from a design change is NOT included in this scope, because it is assumed that TxDOT would conduct revised noise modeling, if required.

The EA states that the final decision to construct the proposed noise barrier would not be made until after the completion of the project design, utility evaluation, and polling of adjacent property owners during the noise workshop. The Engineer shall prepare for and hold a noise workshop (open house format). It is assumed that one (1) noise workshop would be held for all the proposed noise wall locations. The Engineer shall:

- Identify the adjacent property owners and obtain their mailing addresses
- Find and reserve an appropriate location for the noise workshop to be held (including any applicable reservation fees for the facility).

- Prepare and send a notice to the adjacent property owners and elected officials announcing the noise workshop, along with a ballot and self-addressed stamped envelope to return the ballot, if they will not be at the noise workshop. The Engineer will also translate the notice to Spanish if necessary.
- Attend a pre-meeting to review meeting materials (sign in sheet, schematic plan view showing the location of the proposed walls, and aesthetics exhibit showing what the wall will look like). The wall aesthetics will follow the TxDOT HOU Green Ribbon Plan. (Estimated at two (2) attendees)
- Attend the noise workshop. (Estimated at four (4) attendees)
- Resend out the noise ballot to those who have not responded (if required)
- Prepare a noise workshop summary report.

DELIVERABLES:

- Agency coordination emails and notes for City of Alvin documentation
- MAPO exhibits and meeting notes
- Noise workshop notices, exhibits, and summary report

FUNCTION CODE 130(130) – RIGHT-OF-WAY (ROW) DATA

ROW

The Engineer shall review existing ROW maps for accuracy and utilize existing cross sections to verify the need for ROW requirements.

Utility Investigation

The Engineer shall obtain information on existing utilities from utility owners and shall conduct investigations to identify and evaluate all known existing and proposed public and private utilities. The Engineer shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design.

Utility Base Map

The Engineer shall prepare a base map depicting the utility locations. The engineer shall create and maintain a utility conflict matrix along with a utility conflict exhibit through the duration of the contract identifying potential known conflicts.

Utility Engineering Investigation (currently Subsurface Utility Engineering) shall include utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels defined in cumulative order as follows:

- *Quality Level D – Surface Visible Feature Survey:* Quality Level D information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area

required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways. Upon identification of the existing utilities, a Level B SUE (hydro-excavation) will be conducted on up to two (2) utilities to field verify their location and elevation. Level B SUE to be paid as an expense item to the project.

Coordination with Utility Owners

The Engineer shall establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for design and construction

Utility Agreement

If a utility is located within an easement, the utility company may have a compensable interest and a utility agreement may be required. The Engineer will assist the City with the preparation of up to 3 utility agreements by providing a utility layout, identifying the location of the utility, review of the existing easement and limited coordination for the relocation of the utility if required. A total of 40 hours is allocated for assistance of the utility agreements for up to 3 utilities.

DELIVERABLES:

- Exhibit will be on 11x17 sheets and include callouts to indicate the conflict ID#, utility owner, type of line (water, sewer, high pressure gas, etc.), material (if it is an AC pipe line), and size (if known).
- Utility Contacts list in excel and pdf format
- Utility Summary to indicate major utility facilities or time sensitive items pertaining to utilities that need to be addressed in PS&E.

FUNCTION CODE 160(160) - ROADWAY DESIGN

Roadway Geometric Layout

The Engineer will provide a geometric layout of the project and include the travel lanes, railroad grade separations, intersections, stationing and detention pond.

Roadway Plan and Profile

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the City. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the City. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes, frontage roads, and direct connectors.

The plan view must contain the following design elements:

1. Calculated roadway centerlines for mainlanes, ramps and cross streets. Horizontal control points must be shown. The alignments must be calculated using GEOPAK.

2. Pavement edges for all improvements (cross streets, driveways and frontage roads, if applicable).
3. Lane and pavement width dimensions.
4. The geometrics of ramps, auxiliary and managed lanes.
5. Proposed structure locations, lengths, and widths.
6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
7. Drawing scale shall be 1"=100'
8. Control of access line, ROW lines and easements.
9. Begin and end superelevation transitions and cross slope changes.
10. Limits of riprap, block sod, and seeding.
11. Existing utilities and structures.
12. Benchmark information.
13. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and Americans with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view must contain the following design elements:

1. Calculated profile grade for proposed roadway Vertical curve data, including "K" values must be shown.
2. Existing and proposed profiles along the proposed top of curb.
3. Water surface elevations at major stream crossing for 2, 5, 10, 25, 50, and 100 year storms.
4. Calculated vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate, superstructure depth and required clearance.
5. Drawing vertical scale to be 1"=10'.

Typical Sections

The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Gradeline (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

Intersection Layouts

The Engineer shall provide intersection layouts with SH 6, SH 35 at a 1" = 20' scale. The layouts shall include the geometric design, signal layout, striping, turning lanes, traffic islands, pedestrian facilities, ROW, curb and gutters, inlets and drainage structures.

Cross Streets

The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and Americans with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.

Cut and Fill Quantities

The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 foot intervals. Cross sections must be delivered in standard GEOPAK format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

Plan Preparation

The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. The profile and cross sections must depict the 2, 5, 10, 25, 50, 100 and 500 year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the City to determine the most feasible proposed roadway profile. The roadway plans must consist of the types and be organized in the sequence as described in the PS&E Preparation manual.

Pavement Design

Pavement Design to be provided by State. If the pavement design is not available, the City may request the Engineer to perform pavement design and submit to State for review and approval.

Pedestrian and Bicycle Facilities

The Engineer shall provide a sidewalk on one side of the roadway and a 15' wide outside lane to accommodate multimodal requirements. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities

FUNCTION CODE 160(161) - DRAINAGE DESIGN

Drainage

The following tasks provide a description of the scope of work associated with preparing a drainage analysis for the proposed extension of FM 528.

1. Collect and review information including FEMA floodplain maps, existing topographic data, and drainage studies for adjacent developments.
2. Visit the project site to observe the existing drainage patterns along the existing Brazos Street alignment and existing drainage features within the project area.

3. Coordinate with surveyor to obtain cross-sections of existing drainage ditch along Brazos Street and along the east and west sides of BNSF Railroad.
4. Meet with City of Alvin and TXDOT to determine the design criteria for the proposed roadway and establish proposed drainage plan.
5. Prepare existing conditions drainage area map. Complete an existing conditions analysis of the project area and compute current conditions flow rates and hydrographs at key locations. Storm events to be evaluated will be 5-year, 25-year, and 100-year storm events.
6. Evaluate alternatives for roadway and drainage improvements and develop recommendations for the configuration of the roadway and drainage system with a view of providing an acceptable cost-effective solution.
7. Modify the existing conditions analysis to reflect proposed roadway and/or drainage improvements. Use this model to compute proposed conditions data against which proposed conditions results may be compared.
8. Identify mitigation requirements including measures needed to eliminate potential adverse impacts on peak downstream flow rates and floodplain storage. Such measures may include detention, floodplain excavation, and/or outfall channel modifications.
9. Update calculations and hydrologic modeling data to reflect required mitigation measures and features. Check all results to identify any residual impacts on flow rates. Make adjustments as needed to eliminate all computed impacts.
10. Using HEC-RAS, complete existing conditions hydraulic analysis of outfall channels along Brazos Street and BNSF Railroad. Compute flood profiles for 10-year, 50-year, and 100-year storm events.
11. Compute estimated size of required cross-drainage structures at FM 528 crossing of outfall channels. Compute proposed conditions flood profiles for 10-year, 50-year, and 100-year storm events. Assess the potential for adverse impacts on flood levels upstream of the project.
12. Determine required mitigation measures to eliminate any potential adverse impacts on flood levels upstream of the project. Re-compute flood profiles with proposed mitigation measures in place. Iterate as necessary to eliminate any potential adverse impacts on flood levels upstream of the project.
13. Compute floodplain storage loss due to fill within the 100-year floodplain along the project corridor. Determine required volume of excavation to mitigate floodplain storage loss within the 100-year floodplain.
14. Plot proposed roadway profile versus flood levels for the 10-year, 50-year, and 100-year storm events.
15. Prepare a written report detailing the assumptions made in the drainage study and hydraulic analysis as well as the results obtained. The report will summarize background information, methodology, and results regarding existing conditions and proposed improvements. Pertinent exhibits, figures, and tables will be provided to convey relevant information.
16. Coordinate with TXDOT and the City of Alvin to obtain approval of the drainage report.
17. Provide design and specifications of detention pond and outfall structure required to mitigate impact of this project.
18. Provide design, specification of the storm sewer, cross structures, laterals, inlet, open ditch and outfall structures, in accordance with State requirements and based on the approved drainage report.

FUNCTION CODE 160(162) - ROADWAY DESIGN

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT)

Signing

The Engineer shall prepare drawings, specifications, and details for all small signs required by the State. The Engineer shall coordinate with the City for overall temporary, interim and final signing strategies and placement of signs outside contract limits.

Pavement Marking

The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

The Engineer shall provide the following information on sign and pavement marking layouts:

- Roadway layout.
- Center line with station numbering.
- Designation of arrow used on exit direction signs
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, to be relocated or replaced.
- Proposed signs (illustrated, numbered and size).
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Quantities of existing pavement markings to be removed.
- Proposed delineators, object markers, and mailboxes.
- The number of lanes in each section of proposed roadway.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

Traffic Warrant Studies

The Engineer shall prepare a traffic signal warrant study to support their recommendation for the continuous activation of an existing traffic signal or a proposed traffic signal based on projected volumes. Each warrant study must include addressing pedestrian signals along with obtaining both traffic and pedestrian counts.

The Engineer shall implement each proposed traffic signal improvement within existing State ROW unless otherwise approved by the City. The Engineer shall refer to latest

version of the *TMUTCD*, *Traffic Signal Manual*, and The State's roadway and traffic standards for work performed for either temporary or permanent traffic signals. The Engineer shall develop and include a timing plan for each signal improvement.

Traffic Signals

Based upon the results of the Traffic Warrant Studies, the Engineer shall identify and prepare Traffic Signal Plans for all warranted traffic signals. The Engineer shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The Engineer shall develop all quantities, general notes, and specifications and incorporate the appropriate agency standards required to complete construction.

Permitting

The Engineer shall coordinate with TxDOT and permit the proposed improvements within TxDOT ROW.

FUNCTION CODE 160(163) - ROADWAY DESIGN

The Engineer shall provide the following services:

Retaining Walls, Noise Walls and Miscellaneous Structures

The Engineer shall develop each retaining wall and noise wall design and determine the location of each soil boring needed for the foundation design of each retaining wall in accordance with the *Geotechnical Manual*. Prior to preparation of retaining wall and noise wall layouts, the Engineer shall prepare a comparative cost analysis of different types of retaining walls versus roadway embankment, pavement, soil stabilization, retaining walls type, and available ROW to determine optimum selection based on economics, construction time duration, ROW encroachments (need for construction easements) and construction feasibility. The Engineer shall submit early in the plan preparation the retaining wall layouts to obtain approval from the City. The Engineer shall incorporate all necessary information from above referenced manuals and respective checklists into the retaining wall layouts. For stage construction, the Engineer shall indicate limits of existing retaining walls for removal and reconstruction, and determine limits of temporary retaining walls to be shown on the TCP.

The approximate limits of each wall shall be based on Station or length. The Engineer shall notify the City of the type of retaining walls that will be used for and Cut and Fill location.

The Engineer shall provide layouts (scale 1"=100'), elevations, quantity estimate, summary of quantities, typical cross sections and structural details of all retaining walls within the project. Approximate lengths of the retaining walls as shown on the schematic are listed as below. The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the schematic.

If applicable, the State will provide architectural standard drawings. The Engineer shall incorporate architectural standard drawings into design details. The specific requirements for each item are as follows:

1. Layout Plan

- Designation of reference line
- Beginning and ending retaining wall stations
- Offset from reference line
- Horizontal curve data
- Total length of wall
- Indicate face of wall
- All wall dimensions and alignment relations (alignment data as necessary)
- Soil boring locations
- Drainage, signing, lightning, etc. that is mounted on or passing through the wall.
- Subsurface drainage structures or utilities which could be impacted by wall construction.

2. Elevation

- Top of wall elevations
- Existing and finished ground line elevations
- Vertical limits of measurement for payment
- Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
- Top and bottom of wall profiles plotted at correct station & elevation.
- Underdrains
- Any soil improvement, if applicable.
- Drainage, signing, lighting etc. as noted above
- Drainage structures and utilities as noted above

3. Sectional View

- Reinforced volume
- Underdrain location
- Soil improvements, if applicable.

4. General Guidelines for Retaining Walls

- The Engineer shall perform design calculations to check the external stability of the walls including slope stability, bearing, sliding and overturning and detail drawings in accordance with the standard requirements of the State.
- For retaining wall submittals, the Engineer shall check State's Bridge Division website for current requirements.

Traffic Control Plan, Detours, Sequence of Construction

The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall:

- Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each

construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts and show the limits on the applicable TCP.

- Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the City in the event existing access must be eliminated, and must receive approval from the City prior to any elimination of existing access.
- Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
- Prepare each TCP in coordination with the City. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
- Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment.
- Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the City in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
- Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
- Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
- Identify and delineate any outstanding ROW parcels.
- Delineate areas of wetlands on traffic control plans.

Geotechnical Borings and Investigations

The Engineer will explore and evaluate subsurface soil and depth-to-water conditions at selected boring locations along the proposed alignment. Prepare a geotechnical engineering report with the findings of the investigation, recommendations for bridge

foundations, embankments, and reinforced concrete pavement. The scope of service includes:

Field Exploration

The field program will consist of the following:

- Stake soil borings.
- HDR's subconsultant will contact Texas811 to locate public utilities.
- Mobilize drill crew to the project site.
- Drill geotechnical soil borings as follows in general accordance with the current TxDOT Geotechnical Manual (March 2018):
 - 7 borings to 15 ft below grade,
 - 2 borings to 40 ft below grade, and
 - 4 borings to 100 ft below grade.
- Proposed boring locations are shown on the attached FM 528 Extension Layout Exhibit.
- Texas Cone Penetrometer (TCP) tests will be performed at 5-ft intervals.
- Samples will be collected at roughly 2-ft intervals to a depth of 16 ft and at 5-ft intervals thereafter (excluding depths where TCP is performed).
- Collect geotechnical soil samples in general accordance with ASTM D1587 (*Standard Practice for Thin-Walled Tube Sampling of Soils*) for cohesive soils and ASTM D1586 (*Standard Method for Penetration Test and Split-Barrel Sampling of Soils*) for granular soils. Record standard penetration test (SPT) blow counts (N-values) in granular soils.
- Estimate undrained shear strengths in cohesive soil samples using a pocket penetrometer or Torvane.
- Perform depth-to-water measurements in open boreholes.
- Backfill the borings with cement-bentonite grout. Borings through pavement will be patched with asphalt cold patch.
- Prepare boring logs during field exploration in accordance with the current TxDOT Geotechnical Manual.
- Obtain two bulk samples, one on each side of the railroad tracks, from a depth of approximately 1 to 3 feet.
- Upon completion of the drilling activities, package and transport the collected soil samples to the geotechnical laboratory for testing.

Laboratory Testing

Perform laboratory testing in accordance with applicable TxDOT standards, and ASTM Standards when there is not a TxDOT standard for a particular test. Based on the scope of the project, we anticipate the following laboratory testing services:

- Soil classification tests including: moisture content, dry unit weight, liquid and plastic limits, and grain-size analyses;

- Undrained strength tests including: unconfined compression and UU triaxial compression tests;
- Moisture density relationship tests,
- CBR tests,
- Consolidation tests, and
- Corrosion potential testing (pH, sulfates, chlorides, electrical resistivity, REDOX).

Engineering Analyses and Reporting

A report signed and sealed by a geotechnical engineer licensed in the state of Texas will include:

- Discussion of the field exploration activities and laboratory testing program.
- Boring logs with detailed soil descriptions, measured depth-to-water, SPT blow counts, and field and laboratory testing results.
- Results of corrosion potential tests and general discussion of their potential to degrade concrete or corrode steel based on published correlations.
- Foundation recommendations for the bridge structure in accordance with the current TxDOT Geotechnical Manual including Wincore capacity plots,
- Embankment recommendations (material and stable slopes),
- Perform the following external analyses for MSE walls on west approach: bearing capacity, sliding, overturning, and global stability.
- Provide recommendations for the geotechnical parameters for TxDOT Standard Sheet for Mechanically Stabilized Earth Retaining Wall Design Data (RW[MSE]DD) for internal design of the west approach MSE walls by others.
- Shallow foundation recommendations for proposed sound wall.
- Construction Considerations for OSHA excavations and subgrade preparation for pavements and embankments.

Assumptions

Several assumptions have been made in developing this proposal and, if not valid, will constitute a change in scope requiring an adjustment in the project cost and schedule. The assumptions are as follows:

- One mobilization and demobilization for drilling the geotechnical soil borings.
- Access, right-of-entry, and any other permits required for site access, drilling and sampling will be obtained by our client prior to mobilization of our field crew to the site.
- Field exploration locations will be accessible to truck-mounted drilling equipment.
- Traffic control will be limited to orange cones, no requirement for flagger, crash car, or TxDOT traffic control plan.
- Pavement is asphalt where borings are located. No concrete pavement that requires coring.
- No additional safety training is required for the field crew.
- HDR's subconsultant will make reasonable efforts to limit distress to improved areas; however, we are not responsible for damage to landscaped areas.

- HDR's subconsultant will provide water for drilling and backfilling purposes.
- The boring locations will be free of underground obstructions. If HDR's subconsultant encounters underground obstructions (rubble, debris, etc.), additional costs may be incurred.
- HDR drilling subcontractor will contact appropriate public entities to locate utilities.
- Drilling fluids and soil cuttings (Investigative Derived Waste – IDW) may be disposed of onsite and spread around boring locations. No drumming, testing, or transportation of IDW from the site.
- Field services to be performed in Level D personal protective equipment during normal daytime working hours.
- Pavement design is outside the scope of services.
- Geotechnical design and construction recommendations for the bridge, embankment and rigid pavement will be provided in a single report.

DELIVERABLES:

- Geotechnical Report
- DGN files containing drilling log data from Geotechnical analysis

MISC Roadway Design

The Engineer will provide the design miscellaneous roadway design including the following:

- Title Sheet
- Index Sheet
- Demolition Plan
- Survey Control Map (Design Provided by State)

StormWater Pollution Prevention Plans (SW3P)

The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

Compute and Tabulate Quantities

The Engineer shall provide the summaries and quantities within all formal submittals.

Miscellaneous Structural Details

The Engineer shall provide necessary details required to supplement standard details.

Estimate

The Engineer shall independently develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones and

Final PS&E submittals. The Engineer shall prepare each construction cost estimates using Estimator or any approved method. The estimate shall be provided at each milestone submittal or in DCIS format at the 95% and Final PS&E submittals per State's District requirement.

Contract Time Determination

The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages.

Agreements (Railroad, TxDOT) and Layouts.

The Engineer shall prepare each railroad or other agency agreement, exhibit, and layout sheet in accordance with the requirements of each railroad and as directed by the State. The Engineer shall coordinate with each railroad or agency and the State to determine submittal requirements, processing schedules, and exhibit formats. The Engineer shall submit each exhibit to the State for review and processing

Specifications and General Notes

The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes from the District's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

Constructability Review

The Engineer shall provide Independent Quality Review of the constructability PS&E sets.

The Engineer shall perform constructability reviews at major project design milestones (e.g. 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SW3P), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the State at major project design milestone submittals.

Illumination

Illumination design is not provided in this contract but may be requested by supplemental agreement if deemed necessary.

FUNCTION CODE 160(170) – BRIDGE DESIGN

Bridge Layout

The Engineer shall prepare a bridge layout plan sheet for each bridge and bridge class culvert. The Engineer shall determine the location of each soil boring needed for foundation design in accordance with the Geotechnical Manual.

Prior to preparation of each bridge layout, the Engineer shall prepare a comparative cost analysis of bridge structures to determine: (1) the optimum bridge beams for vertical clearance over railroads, roadway, or waterways, (2) the optimum bridge structure versus roadway embankment, pavement, soil stabilization, and retaining walls, and (3) to determine optimum in bridge beams for the direct connectors.

The Engineer shall submit a 3D model (if applicable) and bridge layout for each structure early in the plan preparation process to obtain approval from the State. The Engineer shall comply with all relevant sections of the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications and respective checklists. Each bridge layout sheet must include bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. The Engineer shall locate and plot all soil borings and utilities, show proposed retaining walls, and, for staged construction, indicate limits of existing bridge for removal and reconstruction.

Bridge Detail Summary

The Engineer shall prepare total bridge quantities, estimates, and summary sheets for each bridge or bridge class culvert.

Bridge Structural Details

The Engineer shall prepare each structural design and develop detailed structural drawings of all required details in compliance with above-listed manuals and guidelines. The Engineer shall assemble and complete all applicable State Standard Details sheets.

Additionally, the Engineer shall:

- Perform calculations for design of bridge abutments.
- Perform calculations for bridge slab design.
- Perform calculations to determine elevations of bridge substructure and superstructure elements.
- Perform calculations for bridge box beam design.
- Prepare necessary foundation details and plan sheets.

- Prepare plan sheets for abutment design.
- Prepare plan sheets for additional abutment details.
- Prepare framing plan and slab plan sheets.
- Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- Design beams and prepare beam design tables.
- Prepare special provisions and special specifications in accordance to the above-listed manuals and guidelines.

DELIVERABLES:

Plans

The Engineer shall provide the following information at each submittal:

60% Plans Submittal:

- Electronic PDF copy for the State District review.
- Estimate of construction cost.
- Engineer's internal QA and QC marked up set.
- One set of a roll format TCP phasing layouts, one .pdf of plan sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.

State Bridge Review:

- Electronic PDF of Bridge Layouts

Review Submittal (90%)

- Electronic PDF copy for the State District Review.
- Estimate of construction cost.
- Marked up general notes
- Construction schedule.
- New Special Specifications and Special Provisions with Form 1814, if applicable.
- Engineer's internal QA and QC marked up set.
- Other supporting documents.

District Review Submittal (90%):

- Electronic PDF copy (PDF) for the State district review

- List of governing Specifications and Special Provisions in addition to those required.
- Marked up general notes.
- Plans estimate.
- New Special Specifications and Special Provisions with Form 1814, if applicable.
- Triple Zero Special Provisions.
- Engineer sign, seal and date supplemental sheets (8 ½" x 11").
- Contract time determination summary.
- Significant project procedures form.
- Right-of-Way and utilities certification.
- Temporary road closure letters.
- Construction speed zone request.
- Engineer's internal QA and QC marked-up set.
- Other supporting documents.

Final submittal (100%).

- Electronic PDF copy (PDF) for the State district review
- Revised supporting documents from 95% review comments.

Electronic Copies

The Engineer shall furnish the City with a CD or DVD of the final plans in the format of current CADD system used by the State, .pdf format, and in the State's File Management System (FMS) format.

The Engineer shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the State contractor to use.

The Engineer shall provide an electronic copy of Primavera file or the latest scheduling program used by the State for construction time estimate.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost or of time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

ENGINEER'S FEE SCHEDULE- HDR ENGINEERING, Inc.

PRIME PROVIDER NAME: HDR ENGINEERING, Inc.

CONTRACT NUMBER: PRELIMINARY ENGINEERING & SCHEMATIC REFINEMENT & PS&E

PROJECT NAME: Brazoria Co., FM 528 Extension, City of Alvin

WORK AUTHORIZATION NO.-WA 1, Prelim. Engineering & Schematic Refinement & PS&E

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST/PLANNER	ENV SCIENTIST/PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 110 - ROUTE & DESIGN STUDIES														
FIELD INVESTIGATION		4		4		4	4	4				20		
OBTAIN/REVIEW EXISTING PLANS, REPORTS AND STUDIES		2		4	4		4					14		
DESIGN CRITERIA		2				4						6		
SCHEMATIC DESIGN		64		120		80			80		4	348		
PRELIMINARY COST ESTIMATE		2			8	12						22		
HR & SHEET SUB-TOTALS	0	74	0	128	12	100	8	4	80	0	4	410	0	
CONTRACT RATE PER HOUR		\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$119.00	\$92.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$15,910.00	\$0.00	\$21,888.00	\$1,800.00	\$13,000.00	\$1,440.00	\$600.00	\$9,520.00	\$0.00	\$300.00	\$64,458.00		
% DISTRIBUTION OF STAFFING	0.0%	18.0%	0.0%	31.2%	2.9%	24.4%	2.0%	1.0%	19.5%	0.0%	1.0%			
SUBTOTAL (FC 110)												\$64,458.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST/PLANNER	ENV SCIENTIST/PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ENVIRONMENTAL DOCUMENTATION SUPPORT & PUBLIC INVOLVEMENT (FC 120)														
CONDUCT MEETING OF AFFECTED PROPERTY OWNERS (MAPO)		4	0	0	0	16	16	24	8			68		
NOISE WORKSHOP		10	0	40	12	0	40	16	8		8	134		
HR & SHEET SUB-TOTALS	0	14	0	40	12	16	56	40	16	0	8	202		
CONTRACT RATE PER HOUR (this loaded rate includes base hourly rate, overhead and profit)	\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$119.00	\$92.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$3,010.00	\$0.00	\$6,840.00	\$1,800.00	\$2,080.00	\$10,080.00	\$6,000.00	\$1,904.00	\$0.00	\$600.00	\$32,314.00		
% DISTRIBUTION OF STAFFING	0.0%	6.9%	0.0%	19.8%	5.9%	7.9%	27.7%	19.8%	7.9%		4.0%			
SUBTOTAL (FC120)												\$32,314.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST/PLANNER	ENV SCIENTIST/PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
RIGHT OF WAY DATA, UTILITY (FC 130)														
REVIEW EXISTING ROW & PARCEL MAPS, GENERATE PRELIM. X-SECTIONS, CHECK ROW		2		8	16	8						34		
IDENTIFY UTILITY CONFLICTS		2		4	16							22		
PREPARE UTILITY MAP		2		8	16	16						42		
COORDINATION WITH UTILITY COMPANIES (2)		16		16								32		
ASSIST CITY WITH UTILITY AGREEMENTS (2)		4		24	12							40		
HR & SHEET SUB-TOTALS	0	26	0	60	60	24	0	0	0	0	0	170	0	
CONTRACT RATE PER HOUR	\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$119.00	\$92.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$5,590.00	\$0.00	\$10,260.00	\$9,000.00	\$3,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,970.00		
% DISTRIBUTION OF STAFFING	0.0%	15.3%	0.0%	35.3%	35.3%	14.1%	0.0%	0.0%	0.0%	0.0%	0.0%			
SUBTOTAL (FC130)												\$27,970.00		

ENGINEER'S FEE SCHEDULE- HDR ENGINEERING, Inc.

PRIME PROVIDER NAME: HDR ENGINEERING, Inc.

CONTRACT NUMBER: PRELIMINARY ENGINEERING & SCHEMATIC REFINEMENT & PS&E

PROJECT NAME: Brazoria Co., FM 528 Extension, City of Alvin

WORK AUTHORIZATION NO.-WA 1, Prelim. Engineering & Schematic Refinement & PS&E

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST PLANNER	ENV SCIENTIST PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN CONTROLS FOR THE PREFERRED ALTERNATIVE (FC160)														
GEOMETRIC PROJECT LAYOUT, VERIFY DTM		8		8		16			16			48	4	12
PREPARE ROADWAY PLAN AND PROFILE SHEETS		16		24		84			96			220	8	28
PREPARE TYPICAL SECTIONS		4		24		32			96			156	6	26
INTERSECTION LAYOUTS AT SH 6 AND SH 35, BRAZOS		12		24		36			12			84	3	28
DETERMINE CUT AND FILL QUANTITIES		2		4					8			14		
PLAN PREPARATION (60,90,FINAL SUBMITTAL)		8		16		32			32			88		
PAVEMENT DESIGN (PROVIDED BY STATE)														
PEDESTRIAN / BICYCLE FACILITIES - (PROVIDED WITH WIDENED OUTSIDE LANE)														
HR & SHEET SUB-TOTALS	0	50	0	100	0	200	0	0	260		0	610	21	
CONTRACT RATE PER HOUR	\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$119.00		\$75.00			
TOTAL LABOR COSTS	\$0.00	\$10,750.00	\$0.00	\$17,100.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$30,940.00		\$0.00	\$84,790.00		
% DISTRIBUTION OF STAFFING	0.0%	8.2%	0.0%	16.4%	0.0%	32.8%	0.0%	0.0%	42.6%		0.0%			
SUBTOTAL (FC 160)												\$84,790.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST PLANNER	ENV SCIENTIST PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DRAINAGE DESIGN (FC 161)														
DATA SEARCH		2		8		4						14		
SITE VISIT				8		8						16		
COORDINATE WITH SURVEYOR				4								4		
DETERMINE DESIGN CRITERIA		4		4								8		
PREPARE EXISTING CONDITIONS HYDROLOGY & DRAINAGE AREA MAP EXHIBITS		2		16		16			8			42		
EVALUATE ALTERNATIVES FOR DRAINAGE IMPROVEMENTS		2		8		12						22		
PROPOSED CONDITIONS HYDROLOGY		2		16		16						34		
IDENTIFY MEASURES FOR MITIGATION & PREPARE PRELIMINARY DETENTION BASIN LAYOUT				8		16			16			40		
MITIGATED CONDITIONS HYDROLOGY		2		8		8						18		
EXISTING HYDRAULIC MODEL		2		16		24						42		
SIZE CROSS-DRAINAGE STRUCTURE & COMPUTE PROPOSED FLOOD LEVELS		2		16		16						34		
MITIGATED CONDITIONS HYDRAULIC MODEL		2		8		16						26		
COMPUTE FLOODPLAIN FILL VOLUME & DETERMINE MITIGATION VOLUME				8		8			16			32		
COMPARE ROADWAY PROFILE VS. FLOOD LEVELS		2		8		8			16			34		
DRAFT DRAINAGE REPORT		16		24		40			16		8	104		
COORDINATE WITH CITY OF ALVIN/TXDOT TO OBTAIN APPROVAL OF DRAINAGE REPORT		8		8								16		
PREPARE STORM SEWER & INLET DESIGN WITH OPEN DITCH DRAINAGE.		12		80		48			24			164	6	27
PREPARE DRAINAGE & OUTFALL DETAIL SHEETS		4		16		24			8			52	2	26
PREPARE CROSS STRUCTURES PLAN & PROFILE SHEETS		4		32		24						60	2	30
PREPARE SW3P SHEETS		2			16	24						42	3	14
HR & SHEET SUB-TOTALS	0	68	0	296	16	312	0	0	104	0	8	804	13	
CONTRACT RATE PER HOUR	\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$119.00	\$92.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$14,620.00	\$0.00	\$50,616.00	\$2,400.00	\$40,560.00	\$0.00	\$0.00	\$12,376.00	\$0.00	\$600.00	\$121,172.00		
% DISTRIBUTION OF STAFFING	0.0%	8.5%	0.0%	36.8%	2.0%	38.8%	0.0%	0.0%	12.9%	0.0%	1.0%			
SUBTOTAL (FC 161)												\$121,172.00		

ENGINEER'S FEE SCHEDULE- HDR ENGINEERING, Inc.

PRIME PROVIDER NAME: HDR ENGINEERING, Inc.

CONTRACT NUMBER: PRELIMINARY ENGINEERING & SCHEMATIC REFINEMENT & PS&E

PROJECT NAME: Brazoria Co., FM 528 Extension, City of Alvin

WORK AUTHORIZATION NO-WA 1, Prelim. Engineering & Schematic Refinement & PS&E

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST/PLANNER	ENV SCIENTIST/PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
SIGNING, PVMT. MARKING, & SIGNAL (FC162)														
PREPARE SIGNING AND PAVEMENT MARKING LAYOUTS				8		80			60			148		
REVIEW OLD STUDIES, DATA COLLECTION (CRASH & TRAFFIC)		2		4		4						10		
SIGNALIZATION (SH 35 AND SH 6)		8		60	20	200						288		
TRAFFIC WARRANT STUDIES (2)		4		24	16	60						104		
PERMITTING		4		16	40							60		
HR & SHEET SUB-TOTALS	0	18	0	112	76	344	0	0	60		0	610	0	
CONTRACT RATE PER HOUR	\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$119.00	\$92.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$3,870.00	\$0.00	\$19,152.00	\$11,400.00	\$44,720.00	\$0.00	\$0.00	\$7,140.00		\$0.00	\$86,282.00		
% DISTRIBUTION OF STAFFING	0.0%	3.0%	0.0%	18.4%	12.5%	56.4%	0.0%	0.0%	9.8%	0.0%	0.0%			
SUBTOTAL (FC 162)												\$86,282.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR GEOTECH ENG	GEOTECH ENG	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MISCELLANEOUS (ROADWAY) (FC 163)														
PREPARE RETAINING WALL LAYOUTS				4	24	80				40		148	4	37
SOUNDWALL LAYOUTS & DESIGN (6 SHEETS)		16	36	32	40	60				32		216	6	36
PREPARE TRAFFIC CONTROL PLANS		8		24		56			24	16		128	8	16
GEOTECHNICAL BORINGS AND INVESTIGATIONS - ENGINEERING ANALYSIS AND REPORTING							96	136				232		
PREPARE MSC ROADWAY DESIGN (TITLE,INDEX, DEMOLITION)		4		32		40						76	4	19
SELECT STANDARD DETAILS TO BE USED				2						2		4		
PREPARE QUANTITY & ESTIMATE SHEETS		2		24		24				12		62	6	10
CONSTRUCTION COST ESTIMATE AT 60%, 90% AND 100% SUBMITTAL				16		24				16	6	62		
PREPARE CONSTRUCTION TIME DETERMINATION		2		12								14		
RAILROAD PERMITTING AND AGREEMENTS		16		24	16							56		
PREPARE GENERAL NOTES & SPECIFICATIONS				8		8						16		
QA/QC OF EACH SUBMITTAL (3 REVIEWS)				60								60		
HR & SHEET SUB-TOTALS	0	48	36	238	80	292	96	136	24	118	6	1074	28	
CONTRACT RATE PER HOUR	\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$214.00	\$205.00	\$119.00	\$92.00	\$75.00			
TOTAL LABOR COSTS	\$0.00	\$10,320.00	\$7,380.00	\$40,698.00	\$12,000.00	\$37,960.00	\$20,544.00	\$27,880.00	\$2,856.00	\$10,856.00	\$450.00	\$170,944.00		
% DISTRIBUTION OF STAFFING	0.0%	4.5%	3.4%	22.2%	7.4%	27.2%	8.9%	12.7%	2.2%	11.0%	0.6%			
SUBTOTAL (FC 163)												\$170,944.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST/PLANNER	ENV SCIENTIST/PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)														
PROJECT MANAGEMENT & COORDINATION WITH SUBCONSULTANTS		16										16		
PROJECT MANAGEMENT & COORDINATION WITH OWNER ENTITY		40										40		
QA/QC CONTROLS OF DELIVERABLES		24										24		
PROJECT COORDINATION WITH TXDOT AND HGAC		72										72		
PREPARATION OF INVOICES SCHEDULING & PROGRESS REPORTS		48										48		
COORDINATION FOR KICKOFF AND BI-WEEKLY TEAM MEETINGS		60										60		
HR & SHEET SUB-TOTALS	0	260	0	0	0	0	0	0	0		0	260	0	
CONTRACT RATE PER HOUR	\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$107.00		\$75.00			
TOTAL LABOR COSTS	\$0.00	\$55,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$55,900.00		
% DISTRIBUTION OF STAFFING	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		0.0%			
SUBTOTAL (FC 164)												\$55,900.00		

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR STR ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER (EIT)	SENIOR ENV SCIENTIST/PLANNER	ENV SCIENTIST/PLANNER	SENIOR TECH	ENGINEERING TECH	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
BRIDGE DESIGN (FC 170)														
COMPLETE BRIDGE TYPE STUDY		2	4			40						46		
BRIDGE LAYOUT - PLAN & PROFILE (4 SHEETS)		8	12	24		80			120			244	4	61.00
BRIDGE LAYOUT - TYPICAL SECTION(1 SHEET)		4	4	4		8			12			32	1	32.00
BRIDGE GEOMETRY (BRG SEAT ELEVS & VERIFY VERT CLEAR)		4	4	4		32			16			60		
QUANTITIES (INCL. NOTES/SPECS & ELEVS. & QUANTS.)(2 SHEETS)		4	4	8		32			24			72	2	36.00
FOUNDATION DETAILS & DESIGN (INCL. GEOTECHNICAL COORD.)(3 SHEETS)		4	4			32			72			124	3	41.33

ENGINEER'S FEE SCHEDULE- HDR ENGINEERING, Inc.

PRIME PROVIDER NAME: HDR ENGINEERING, Inc.

CONTRACT NUMBER: PRELIMINARY ENGINEERING & SCHEMATIC REFINEMENT & PS&E

PROJECT NAME: Brazoria Co., FM 528 Extension, City of Alvin

WORK AUTHORIZATION NO.-WA 1, Prelim. Engineering & Schematic Refinement & PS&E

FOUNDATION LAYOUT (4 SHEETS)		6	4	12		32			40			94	4	23.50
ABUT 1 DETAILS (3 SHEETS)		4	4	12		32			80			132	3	44.00
BENT 2 DETAILS (3 SHEETS)		4	4	12		32			80			132	3	44.00
BENT 3 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
BENT 4 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
BENT 5 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
BENT 6 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
BENT 7 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
BENT 8 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
BENT 9 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
BENT 10 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
ABUT 11 DETAILS (3 SHEETS)		4	4	8		20			54			90	3	30.00
COLUMN DETAILS - (5 SHEETS)		6	8	16		48			80			158	5	31.60
PRESTRESSED GIRDER DESIGN- BM DATA SHEET (1 SHEET W/4 DESIGNS)		2	4	4		32			16			58	1	58.00
FRAMING PLAN (5 SHEETS)		6	8	16		40			80			150	5	30.00
SLAB PLAN (5 SHEETS)		6	8	12		40			80			146	5	29.20
SLAB DETAILS (5 SHEETS)		4	4	12		40			80			140	5	28.00
SIDEWALK DETAILS (1 SHEET)		2	2	4		12			16			36	1	36.00
UTILITY HANGER DETAILS (1 SHEET)		4	2	4		12			16			38	1	38.00
ELECTRICAL ROUTING FOR LIGHTING (UNDERPASS @RAILROAD AND SAFETY LIGHTING)		2	2	2		4			4			14		
AESTHETIC DETAILS - RET WALL AND COLUMNS - HOU GREEN RIBBON SCHEME W/CITY LOGO		6	8	16		40			54			124	5	24.80
DEVELOP RAILROAD EXHIBIT A (1 SHEET)		4	4	4		12			24			48	1	48.00
RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION SHEETS (3 SHEETS)		4	4	8		24			24			64	3	21.33
RAILROAD SCOPE OF WORK PROJECT SPECIFIC DETAILS (1 SHEET)		2	2			8			8			20	1	20.00
BRIDGE DECK DRAIN DETAILS (3 SHEETS)		4	4	12		32			40			92	3	30.67
BRIDGE STANDARD SHEETS (SELECT, DOWNLOAD, ADD TITLE BLOCKS) (16 SHEETS)		2	6			8			24			40	16	2.50
RAILROAD COORDINATION MEETINGS (4 MTGS)		16	16			8						40		
COST ESTIMATE		4	4	4		16						28		
QA/QC (QUALITY CHECK BY SENIOR STAFF) (60% 90% 100%)		32	16									48		
HR & SHEET SUB-TOTALS		0	182	182	274	0	876	0	0	1476		0	2990	99
CONTRACT RATE PER HOUR		\$0.00	\$215.00	\$205.00	\$171.00	\$150.00	\$130.00	\$180.00	\$150.00	\$119.00		\$75.00		
DIRECT LABOR COSTS		\$0.00	\$39,130.00	\$37,310.00	\$46,854.00	\$0.00	\$113,880.00	\$0.00	\$0.00	\$175,644.00		\$0.00	\$412,818.00	
% DISTRIBUTION OF STAFFING		0.0%	6.1%	6.1%	9.2%	0.0%	29.3%	0.0%	0.0%	49.4%		0.0%		
SUBTOTAL (FC 170)													\$412,818.00	

ENGINEER'S FEE SCHEDULE- HDR ENGINEERING, Inc.

PRIME PROVIDER NAME: HDR ENGINEERING, Inc.

CONTRACT NUMBER: PRELIMINARY ENGINEERING & SCHEMATIC REFINEMENT & PS&E

PROJECT NAME: Brazoria Co., FM 528 Extension, City of Alvin

WORK AUTHORIZATION NO.-WA 1, Prelim. Engineering & Schematic Refinement & PS&E

DESCRIPTION											TOTAL MH BY FC	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (FC110)											410	\$64,458.00
ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (FC 120)											202	\$32,314.00
RIGHT OF WAY DATA (FC 130)											170	\$27,970.00
ROADWAY DESIGN CONTROLS (FC 160)											610	\$84,790.00
DRAINAGE (FC 161)											804	\$121,172.00
SIGNING, PVMT. MARK., & SIGNALS (FC162)											610	\$86,282.00
MISCELLANEOUS (ROADWAY) (FC 163)											1074	\$170,944.00
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)											260	\$55,900.00
BRIDGE DESIGN (FC 170)											2990	\$412,818.00
SUBTOTAL LABOR EXPENSES											7130	\$1,056,648.00
OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT										
Mileage (# of miles)	1,000	\$0.545										\$545.00
Rental Car	2	\$85,000										\$170,000
plots (SQ FT)	500	\$2,000										\$1,000,000
Stamps (First Class)	60	\$0.490										\$29.40
Overnight Mail - letter size	2	\$20,000										\$40,000
Overnight Mail - oversized box	2	\$30,000										\$60,000
Courier Services	2	\$30,000										\$60,000
Photocopies B/W (8 1/2" x 11")	5,000	\$0.100										\$500,000
Photocopies B/W (11" x 17")	1,000	\$0.200										\$200,000
Photocopies Color (8 1/2" x 11")	1,000	\$0.750										\$750,000
Photocopies Color (11" x 17")	500	\$1.250										\$625,000
Facility Rental (Noise Workshop)	1	\$1,500,000										\$1,500,000
SUE - level B - hydro-excavation 2 locations	2	\$3,500,000										\$7,000,000
SUBTOTAL DIRECT EXPENSES												\$12,479.40
SUBCONTRACTS: REFERENCED BY FIRM NAME												
GEOTECHNICAL (TERRACON)												\$35,600.00
SURVEY (GORRODONA & ASSOCIATES)												\$81,625.71
SUBCONTRACT SUB-TOTAL												\$117,225.71

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$1,056,648.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$12,479.40
SUBCONTRACTS (includes labor costs and direct expenses)	\$117,225.71
GRAND TOTAL	\$1,186,353.11



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with Cobb, Fendley & Associates, Inc. in an amount not to exceed \$528,111 for engineering design services for the Fairway Drive and South Street Water Line Improvements Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected Cobb, Fendley & Associates, Inc. (CobbFendley) to submit a proposal for the design of the Fairway Drive and South Street Water Line Improvements Project.

This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the construction of a new 12-inch waterline from the Verhalen Elevated Storage Tank to the intersection of South Street and Gordon Street and the construction of 6-inch and 10-inch waterlines to replace the existing 2-inch lines near FM 1462 and Koster Road.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important water system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of six months. Approval of this Agreement will ensure that construction plans are available and ready for bid in November 2018. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 236-6001-00-9073 **Amount:** \$528,111 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/18 SLH

Supporting documents attached:

- CobbFendley Proposal for the Fairway Drive and South Street Water Line Improvements Project Design

Recommendation: Move to approve an Engineering Services Agreement with Cobb, Fendley & Associates, Inc. in an amount not to exceed \$528,111 for engineering design services for the Fairway Drive and South Street Water Line Improvements Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



April 3, 2018

Michelle Segovia, P.E.
City Engineer
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

Re: **Proposal for Professional Engineering and Surveying Services
Fairway Drive and South Street Water Line Improvements**

Dear Mrs. Segovia:

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to submit this proposal to provide Professional Engineering and Surveying Services for the Fairway Drive and South Street Water Line Improvements in Alvin, Texas. CobbFendley proposes to provide the Scope of Services and Compensation as outlined in the attached Exhibit A.

Thank you for the opportunity to submit this proposal. Please advise if you have any questions or require additional information.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "CME", with a large flourish extending from the end.

Charles M. Eastland, P.E.
Vice President

Attachments

EXHIBIT A
SCOPE OF SERVICES & COMPENSATION
Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering & Surveying Services
Fairway Drive and South Street Water Line Improvements

General

This project is a part of the City of Alvin's Capital Improvement Plan to increase water pressure throughout the City as identified in the 2015 Utility Master Plan. The budget for this project is **\$4,022,400** including engineering and construction costs.

Project/Limits

The project includes design, bid and construction phase services for the construction of a new water line from near the Verhalen Elevated Storage Tank to near the intersection of South Street and Gordon Street with a 12" water line. The work will also include construction of new 6" & 10" water lines to replace existing 2" water lines near FM 1462 & Koster Road as identified in the City's water model. The water line construction will include work within City right-of-ways and crossing TxDOT right-of-way at HWY 35 and FM 1462.

- See *Exhibit B* for a Proposed Project Map

Construction Estimate

An Opinion of Probable Cost of \$3,352,000 has been budgeted as part of the City of Alvin's Capital Improvements Projects. This project is designated Water Capacity CIP Project No. 1.

BASIC SERVICES

Cobb, Fendley & Associates, Inc. (CobbFendley) will provide the following engineering services as part of its Basic Service:

Design Phase:

- Meet with the City to finalize requirements for the project and gather any additional information.
- Perform utility record research on existing underground utilities, overhead utilities and pipeline crossings within project limits.
- Review City's Water Modeling Data for requirements to design the new water line.
- Review Geotechnical Investigation report and recommendations provided under the Additional Services section of this proposal.
- Prepare preliminary exhibits in sufficient detail for inclusion in the preliminary engineering report.
- Contact TxDOT to meet their requirements for crossing at HWY 35 and work within FM 1462 R.O.W., including standard traffic control requirements, casings, and Utility Installation Review (UIR) through the online UIR system.

- Prepare a Preliminary Engineering Letter Report (PER) which will contain, review of two (2) proposed alignments for design, cost estimates for proposed alignments, preliminary exhibits and recommendations to proceed to final design.
- Complete coordination with other governmental entities or utility agencies necessary for project completion.
- Submit copies of the PER to the City for review and comment (30% Design Submittal).
- Meet with the City as may be necessary to review the PER and proceed with Final Design.
- Perform field reconnaissance and review design survey, provided under the Additional Services section of this proposal.
- Prepare design drawings based upon the agreed recommendations from the PER. Construction plan drawings, including cross sections (if needed) and details of the proposed project will include, at a minimum, the following:
 - ❖ Cover Sheet
 - ❖ Construction Notes
 - ❖ Overall Project Layout
 - ❖ Survey Control
 - ❖ Plan and Profiles Sheets
 - ❖ TxDOT Applicable Sheets
 - ❖ Detail Sheet(s)
- Submit copies of the 60% design showing the design based on the agreed proposed alignments. (60% Design Submittal)
- Meet with City to discuss 60% design drawings and finalize any design criteria.
- Prepare contract bidding documents consisting of technical specifications and contract documents outlining the construction contract requirements.
- Submit copies of final design drawings, contract documents and technical specifications to the City for review and comment. (90% Design Submittal)
- Meet with the City as may be necessary to review the final submittal and provide any clarifications and/or changes that may be required.
- Make the necessary changes to the final drawings and documents resulting from the final reviews and prepare “bid ready” documents
- Assist the City in obtaining and/or securing approvals required by apparent governmental authorities with jurisdiction over the design and/or the operation of the project and all public and private utilities including pipeline transmission companies affected by this project.
- If required, coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review and approval.
- Furnish bound sets of final construction documents to the City.
- Provide a Final Opinion of Probable Construction Cost

Bid Phase:

- Assist the City in obtaining bids for the project. The City will advertise the project. All related advertising costs will be paid by the City. CobbFendley will coordinate with the City and will assist in the development of the advertisement.
- Provide sets of Construction Documents for issue to potential bidders.
- Dispense construction documents electronically by CivCast and from CobbFendley's office, if requested, to potential bidders and keep a record of all plan holders.
- Conduct a pre-bid conference.
- During the bidding process, provide information to and answer questions from potential bidders concerning the project's construction documents.
- Prepare and distribute addenda to plan holders as necessary.
- Attend the bid opening.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Prepare a Letter of Recommendation.
- Coordinate with City and submit appropriate documents for approvals to proceed with project award and notice to proceed for construction.

Construction Administration:

- Prepare the Contract Documents for execution by the City and the contractor.
- Provide construction drawings to contractor, inspector and City for use during construction phase.
- Conduct a pre-construction conference with the selected contractor and prepare minutes of the meeting.
- Act as the City's project representative during the construction phase of the project.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Respond to RFI's.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.
- Visit the site at 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 but no less than twice monthly. **Construction Observation is included in Additional Services and is not included as part of the Construction Administration tasks.**

- Conduct a final inspection of the project and make a recommendation for final payment on the project.
- Provide electronic copies of final record drawings to the City.

ADDITIONAL SERVICES

Surveying & Easement Research

1. Establish horizontal and vertical project control throughout the proposed project alignment. Horizontal and vertical control will be tied to current City of Alvin GPS control monuments (NAD83 horizontal; NAVD88 vertical).
2. Perform a preliminary survey to set project control and obtain depths of the sanitary sewer system at manhole locations and provide cross sections at manholes from right-of-way to right-of-way.
3. Obtain topographical survey for the water line alignment selected as part of the PER (approx. 17,100 LF per 2015 Utility Master Plan). Topographic survey will include one side of the road in street right of ways, necessary segments of intersections, full width at easements, and roadway, drainage ditch, pipeline crossings as necessary to place the proposed improvements. Cross sections will be taken at no more than 500-ft cross sections.
4. The survey shall locate right-of-way iron rods and property corners at periodic locations to aid in locating the right-of-way. Right of way record research will not be performed as part of the topographical survey. The right of way line shown on the plan and profile drawings will be based on the located iron rods and is only indication of the right of way location. If the City desires to have the actual right-of-way mapped, deed research and right-of-way surveying can be performed as additional services.
5. Perform “measure downs” and provide vertical elevation information on the existing storm, sanitary sewer, and other utilities in the project area.
6. Research existing easements and make recommendations on obtaining additional easement. This scope does not include survey services associated with acquiring right of way or easements.

Geotechnical Engineering Report

1. Geotechnical proposal provided by Geotest Engineering.

Construction Materials Testing (CMT)

1. Construction testing is included in this proposal as a budgetary item. CobbFendley will utilize a subconsultant to perform the construction materials testing services.

Construction Observation

1. Provide one construction observer (on-site representative) to observe the progress of construction activities and to assist in the interpretation of plans and specifications. The actual hours may vary depending on the level of construction activity but are estimated to be, on average, 20 hours per week throughout the construction phase. **The estimated construction duration for the project is 9 months.**
2. Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of professional engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
3. The on-site representative will provide their own work vehicle to travel to and from the site and conduct project observations. Costs associated with mileage and vehicle expenses are included in the construction observation fee.
4. In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
5. The on-site representative shall maintain daily reports in a format satisfactory to the City.
6. The on-site representative will attend meetings with the contractor and the City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City.
7. The on-site representative will take photographs of the construction progress and of key items of concern.
8. The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
9. The on-site representative will aid in the coordination of activities of the testing laboratory.
10. The on-site representative will coordinate with the City and the contractor for construction scheduling, resident notification and complaints.
11. The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.

Exclusions from the Scope of Services:

The services described above are the identified **BASIC AND ADDITIONAL SERVICES** for this assignment. Other items that may arise during the course of the project that the CITY may wish to add to the scope of services shall be deemed as SUPPLEMENTAL SERVICES. CobbFendley shall undertake such additional services as assigned by the CITY upon written direction from the CITY. Examples of such items are as follows:

1. Bidding Project more than once
2. Attending and conducting Public Meetings

3. Fees associated with Agency Permitting and Review
4. Any other services not specifically included within the description of the Basic Services or Additional Services as described above.

If supplemental services are requested by the City, CobbFendley will provide the City with a separate proposal for the supplemental work.

BASIS OF COMPENSATION

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below. Reimbursable items and subconsultants will be subject to a 10% administration charge.

1. DESIGN PHASE (Lump Sum)	\$243,360
2. BID PHASE (Lump Sum)	\$7,000
3. CONSTRUCTION ADMINISTRATION (Lump Sum).....	\$44,180
Subtotal	\$294,540

Reimbursable Expenses

1. Reproduction, mileage, delivery charges, application fees, etc.	\$5,000
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ADDITIONAL SERVICES

1. Surveying - (<i>Lump Sum</i>)	\$51,300
2. Geotechnical Engineering Report (<i>Cost plus 10%</i>)	\$26,171
3. Construction Materials Testing (<i>Cost plus 10%</i>).....	\$18,000
4. Construction Observation (<i>Lump Sum</i>)	\$133,100
Subtotal, Additional Services	\$228,571

TOTAL, Basic & Additional Services, Including Reimbursables	\$528,111
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CobbFendley will perform only such Additional Services, as are specifically agreed to in writing by Client and CobbFendley. Subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service, and will be rounded to the nearest half hour.

SPECIAL PROVISIONS

A copy of the General Terms and Conditions of the Authorization for Professional Services is attached and constitutes a part of this agreement.

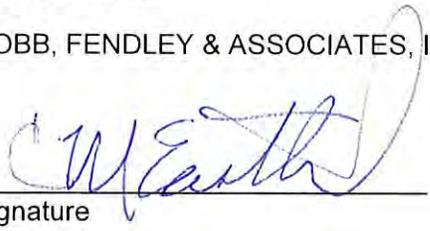
PROPOSAL ACCEPTANCE

If this proposal is agreeable, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. We appreciate the opportunity to propose these professional services to you and we look forward to serving you on this project.

This proposal accepted by:

CONSULTANT

COBB, FENDLEY & ASSOCIATES, INC.


Signature

Charles M. Eastland, P.E.
Vice President

CLIENT

CITY OF ALVIN, TEXAS

Signature

Print Name

Title

Date of Authorization

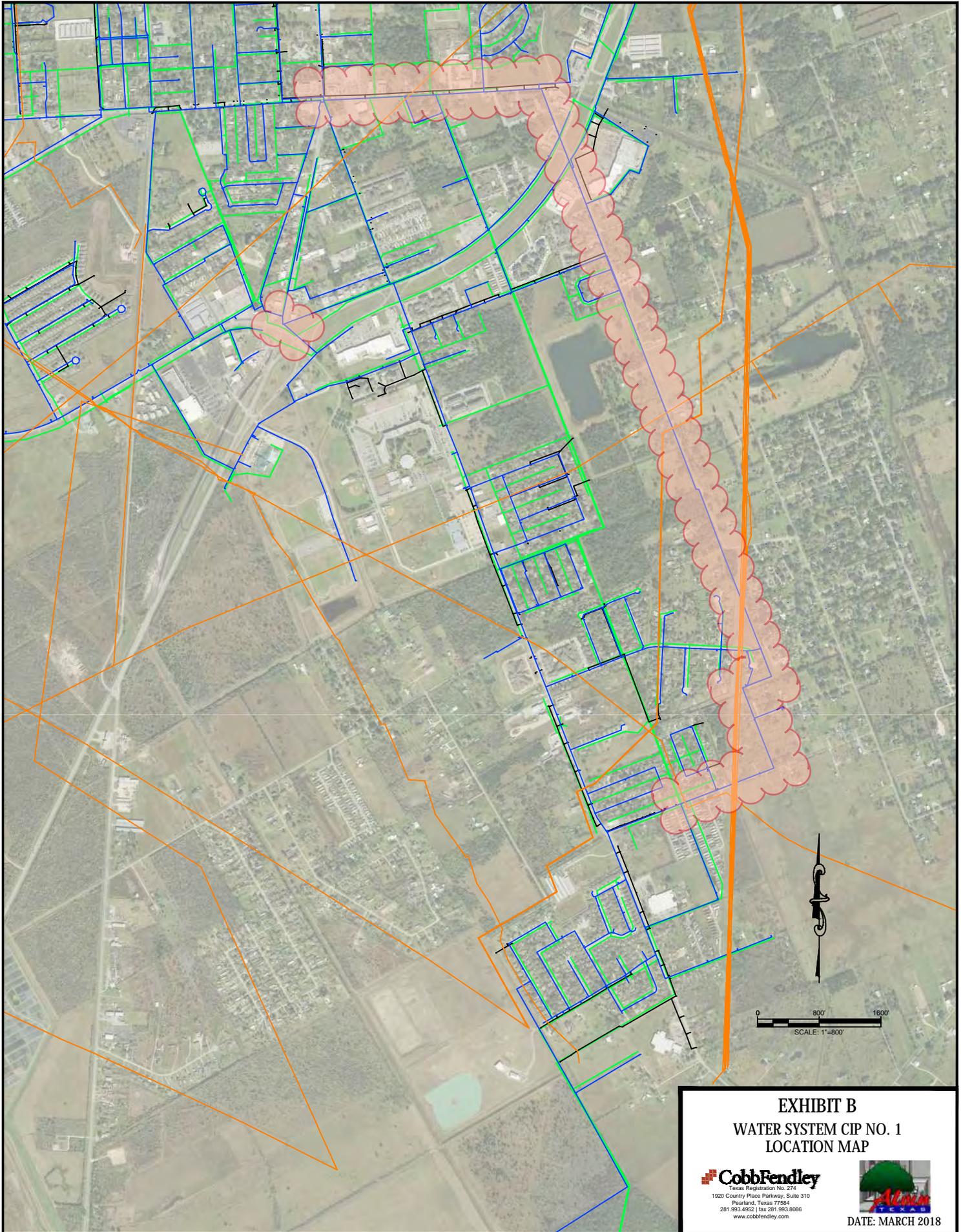


EXHIBIT B
WATER SYSTEM CIP NO. 1
LOCATION MAP

CobbFendley
Texas Registration No. 274
1920 Country Place Parkway, Suite 310
Pearland, Texas 77564
281.993.4952 | fax 281.993.8086
www.cobbendley.com



DATE: MARCH 2018



GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule..

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within thirty (30) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within thirty (30) business days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.



15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140428799

March 23, 2018

Mr. Kerry Lackey, P.E.
Senior Project Manager,
CobbFendley and Associates, Inc.
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584

**Re: Proposal for Geotechnical Investigation
City of Alvin-Water Line Improvement Project
Alvin, Texas**

Dear Mr. Lackey:

In accordance with your request on March 20, 2018, Geotest Engineering, Inc. is pleased to submit this proposal for geotechnical investigation for the water line Improvement Project for the City of Alvin. This project includes installation of a 12-inch PVC water line along E.South Street, Fairway Drive, under Highway 35 and on various locations on the City ROW and Utility Easements. The following are the summary of proposed water lines.

- Approximately 2,800 LF of 12-inch water line along E. South Street.
- Approximately 160 LF of 12-inch water line under Highway 35.
- Approximately 6,450 LF of 12-inch water line along Fairway Drive.
- Approximately 4,000 LF of 12-inch water line on various locations on City ROW and Utility Easements.

The project also includes the installation of air release manholes and point repairs to pavement at access pits. The water lines will be placed at an approximate depth of 4 feet except at the channel crossings, where the water line will be placed at depth approximately 10 feet below existing grade. It is our understanding that the proposed water line will be constructed by both open cut and auger construction with bore and jack casing under Highway 35. The borings will be located primarily in the City ROW and Utility Easements.

Purpose and Scope

The purposes of this investigation are to evaluate the soil and water level conditions along the proposed alignment. The scope of this investigation is based on the information provided to us in your email March 20, 2018 and our conversation on March 21, 2018, and will consist of the following:

- Calling Lonestar 811 and coordinating with utility locators to get areas for the proposed borings cleared;
- Utilizing traffic control, core the existing pavement at certain locations to determine existing pavement section.
- Drilling and sampling of sixteen (16) soil borings to depths ranging from 10 to 20 feet and converting two (2) borings into piezometers.

The number and spacing of borings is as per your suggestions.

The Proposed Boring/Piezometer Program is shown on Attachment No. 1.

- Grouting all boreholes except the piezometer boring using non-shrink cement bentonite grout after completion of drilling and water level measurements.
- Performing appropriate laboratory tests in accordance with ASTM methods on selected samples to develop engineering properties of the soil.
- Perform engineering analyses and to develop geotechnical recommendations for the 12-inch water line project in accordance with the City of Alvin and Brazoria County guidelines. The recommendations include trench construction, pipe bedding, water line design, auguring construction, pavement subgrade preparation, structural fill requirements, general earthwork and dewatering recommendations for appropriate construction techniques.

- Prepare a geotechnical investigation report. The report will include all field data and laboratory test data including water level conditions and generalized subsurface conditions and geotechnical recommendations as per the City of Alvin and Brazoria County guidelines.

Schedule and Fees

We should be able to start field work within one (1) week after receiving your written authorization or one (1) week after staking the borings, whichever is latest. The field work will be completed in about one (1) week, barring bad weather. The laboratory tests will be completed in about three (3) weeks. The complete geotechnical report, which will include field and laboratory data and design recommendations, will be submitted in about seven (7) weeks after receiving the written authorization.

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses, and a complete geotechnical report will be a lump sum of: \$23,792.00 (See Attachment 2 for Cost Breakdown)

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us.

Sincerely,
GEOTEST ENGINEERING, INC.

B.C. K

Mohan Ballagere, P.E.
Vice President

MB\NK

Copies Submitted: (1-PDF)

Enclosure: Attachment No. 1 – Proposed Boring/Piezometer Program
Attachment No. 2 – Cost Breakdown
Figure 1 – Proposed Plan of borings

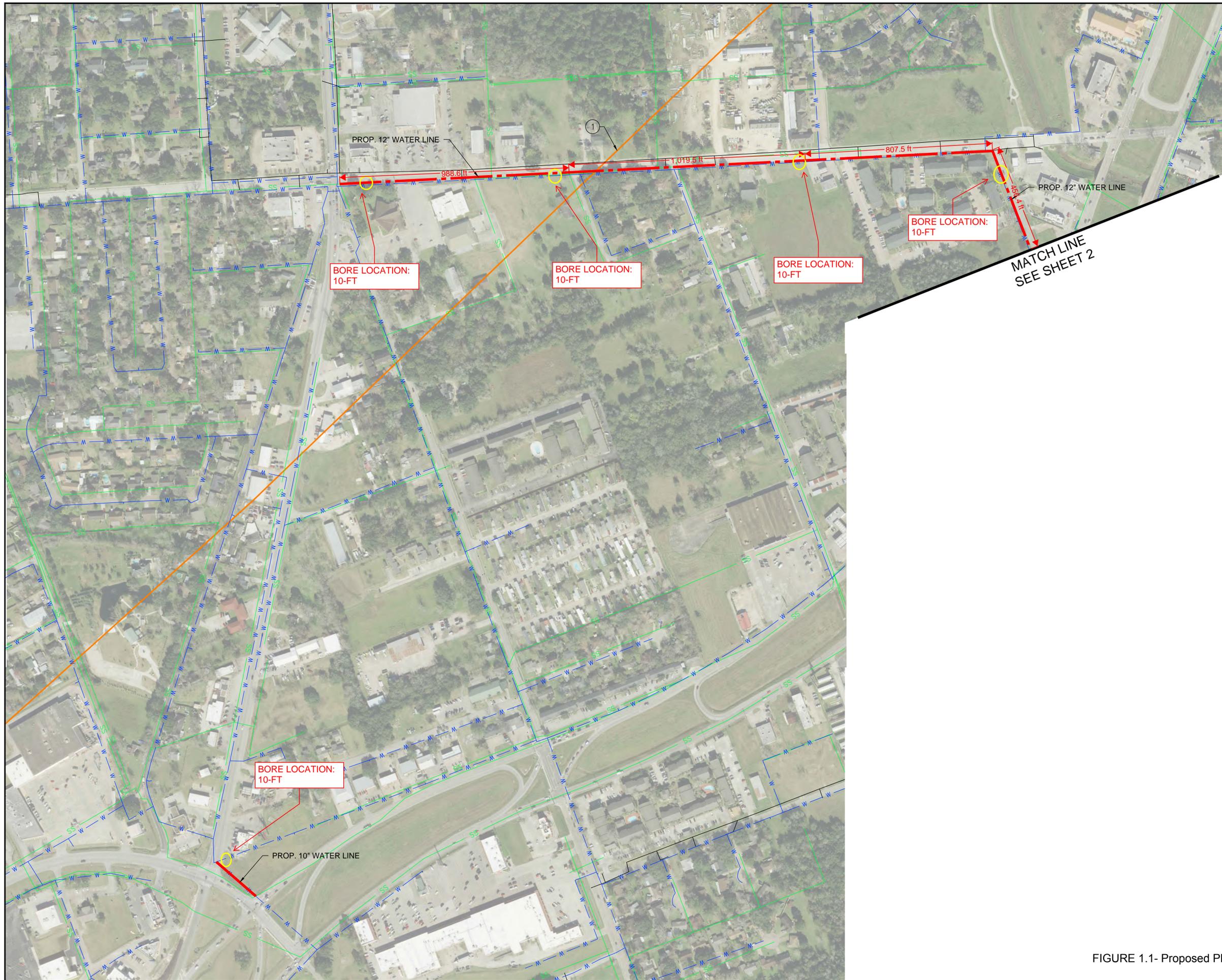
ATTACHMENT NO. 1

PROPOSED BORING/PIEZOMETER PROGRAM

Street	Appx. Length, feet	Borings			Piezometers		
		Quantity (number)	Depth (feet)	Footage (feet)	Quantity (number)	Depth (feet)	Footage (feet)
12-inch WL along E. South Street	2,800	3	10	30			
12-inch WL along Highway 35	160	1	10	10			
12-inch WL along Fairway Drive	6,450	3	10	30			
		3	15	45			
		1	20	20	1	20	20
12-inch WL on various locations on City ROW and Utility Easements.	4,000	2	10	20			
		1	15	15			
		2	20	40	1	20	20
		13,410	16		210	2	40

**ATTACHMENT NO. 2
 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	\$340.00	\$340.00
Drilling and Continous Sampling (0'-20')	210.0	ft.	\$21.00	\$4,410.00
Grouting of Completed Bore Holes	170.0	ft.	\$7.00	\$1,190.00
Utility Clearance for Boring Locations, Marking borings and Field Coordination	12.0	hr.	\$83.00	\$996.00
Pavement coring (4" Diameter to 6" thickness)	5.0	ea.	\$90.00	\$450.00
Piezometer Installation	40.0	ft.	\$16.00	\$640.00
Water Level Readings in piezometer (24 hr and 30 day)	14.0	hr.	\$45.00	\$630.00
Vehicle Charge (marking boring and water level reading)	19.0	hr.	\$10.00	\$190.00
Abandonment of Piezometer	40.0	ft.	\$14.00	\$560.00
Traffic Control Cost	2.0	day	\$650.00	\$1,300.00
			Subtotal	\$14,486.00
<u>Laboratory Testing</u>				
Liquid and Plastic Limits	21	ea.	\$60.00	\$1,260.00
Moisture Content Only	84	ea.	\$9.00	\$756.00
Sieve Analysis, through No. 200 Sieve	5	ea.	\$55.00	\$275.00
Percent Passing No. 200 Sieve	16	ea.	\$46.00	\$736.00
Unconsolidated Undrained Triaxial Compression	21	ea.	\$61.00	\$1,281.00
			Subtotal	\$4,308.00
<u>Engineering Services</u>				
Principal	3.00	hr.	\$210.00	\$630.00
Sr Engineer	6.00	hr.	\$150.00	\$900.00
Project Engineer	12.00	hr.	\$105.00	\$1,260.00
Staff Engineer	24.00	hr.	\$83.00	\$1,992.00
Support Personnel (Drafting, Word Processing)	6.00	hr.	\$36.00	\$216.00
			Subtotal	\$4,998.00
			Total	\$23,792.00



LEGEND

- ① EXXONMOBIL PIPELINE
CRUDE OIL
DIA 8.63"
- ② FLORIDA GAS TRANSMISSION
NATURAL GAS
DIA 22"
- ③ INEOS USA LLC
ETHANE/PROPANE
DIA 6.63"
- ④ INEOS USA LLC
ETHANE/PROPANE
DIA 8.63"
- ⑤ PHILLIPS 66 PIPELINE
NATURAL GAS
DIA 8.63"
- ⑥ CHEVRON PIPELINE
ETHYLENE
DIA 12.75"
- ⑦ PHILLIPS 66 PIPELINE
PROPANE
DIA 8.63"
- ⑧ PHILLIPS 66 PIPELINE
EMPTY
DIA 4.5"
- ⑨ CHEVRON PIPELINE
EP MIX/PROPANE
DIA 10.75"
- ⑩ ENTERPRISE PRODUCTS
NATURAL GAS
DIA 24.72"
- ⑪ HOUSTON PIPELINE
NATURAL GAS
DIA 16"



CITY OF
ALVIN,
TEXAS

CobbFendley

TBPE Firm Registration No. 274
TBPLS Firm Registration No. 100467
1920 Country Place Parkway, Suite 310
Pearland, Texas 77584
281.993.4952 | fax 281.993.8086
www.cobbfendley.com

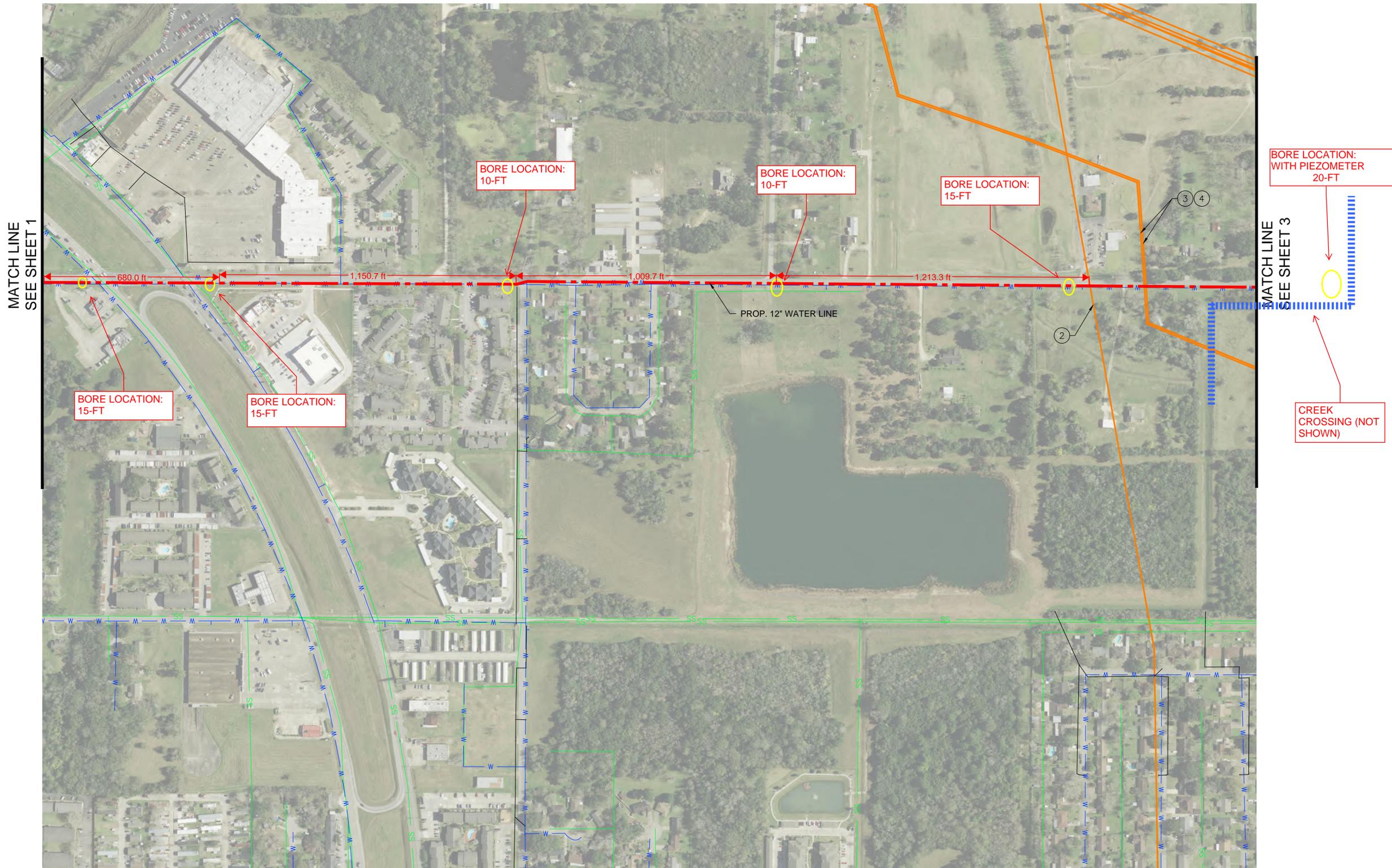
**PROPOSED WATER SYSTEM
CAPITAL IMPROVEMENTS**

**CAPITAL IMPROVEMENT
PLAN NO. 1**

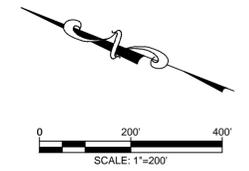
SUBMITTED:
SCALE: 1"=200'
DATE: MARCH 2018
SURVEY BY:
F B NO:

DESIGNED BY:
DRAWN BY:
SHEET No.: 1 OF 3
DWG. NO:

FIGURE 1.1- Proposed Plan of Borings



- LEGEND**
- ① EXXONMOBIL PIPELINE
CRUDE OIL
DIA 8.63"
 - ② FLORIDA GAS TRANSMISSION
NATURAL GAS
DIA 22"
 - ③ INEOS USA LLC
ETHANE/PROPANE
DIA 6.63"
 - ④ INEOS USA LLC
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EMPTY
DIA 4.5"
 - ⑨ CHEVRON PIPELINE
EP MIX/PROPANE
DIA 10.75"
 - ⑩ ENTERPRISE PRODUCTS
NATURAL GAS
DIA 24.72"
 - ⑪ HOUSTON PIPELINE
NATURAL GAS
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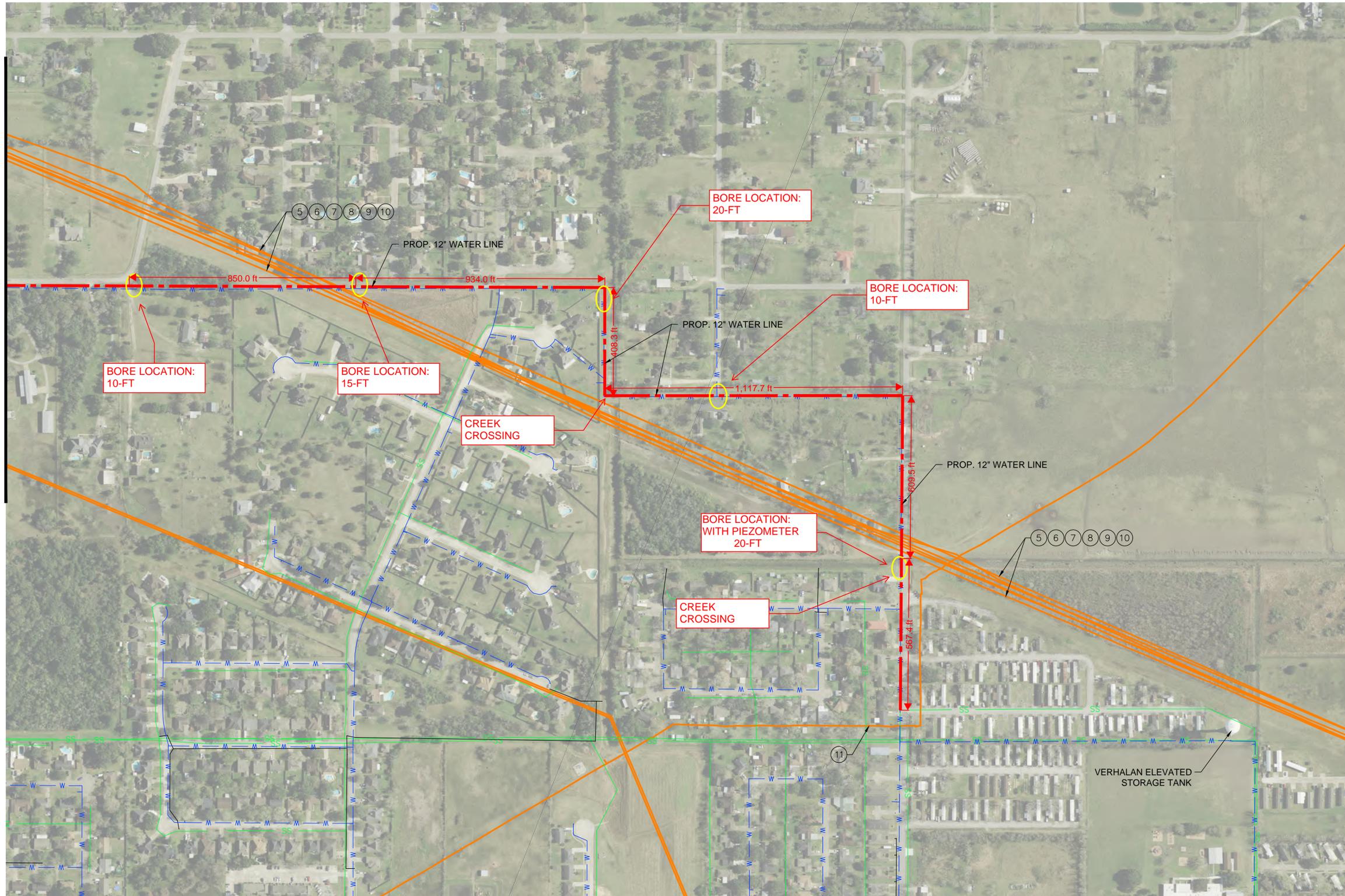
**PROPOSED WATER SYSTEM
CAPITAL IMPROVEMENTS**

**CAPITAL IMPROVEMENT
PLAN NO. 1**

SUBMITTED:	DESIGNED BY:
SCALE: 1"=200'	DRAWN BY:
DATE: MARCH 2018	SHEET No.: 2 OF 3
SURVEY BY:	DWG. NO.:
F B NO.:	

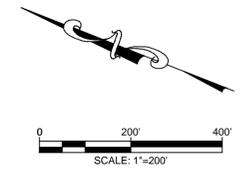
FIGURE 1.2- Proposed Plan of Borings

MATCH LINE
SEE SHEET 2



LEGEND

- ① EXXONMOBIL PIPELINE
CRUDE OIL
DIA 8.63"
- ② FLORIDA GAS TRANSMISSION
NATURAL GAS
DIA 22"
- ③ INEOS USA LLC
ETHANE/PROPANE
DIA 6.63"
- ④ INEOS USA LLC
ETHANE/PROPANE
DIA 8.63"
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- ⑧ PHILLIPS 66 PIPELINE
EMPTY
DIA 4.5"
- ⑨ CHEVRON PIPELINE
EP MIX/PROPANE
DIA 10.75"
- ⑩ ENTERPRISE PRODUCTS
NATURAL GAS
DIA 24.72"
- ⑪ HOUSTON PIPELINE
NATURAL GAS
DIA 16"



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**PROPOSED WATER SYSTEM
CAPITAL IMPROVEMENTS**

**CAPITAL IMPROVEMENT
PLAN NO. 1**

SUBMITTED:	DESIGNED BY:
SCALE: 1"=200'	DRAWN BY:
DATE: MARCH 2018	SHEET No.: 3 OF 3
SURVEY BY:	DWG. NO:
F B NO:	

FIGURE 1.3- Proposed Plan of Borings

City of Alvin

Fariway Drive and South Street Water Line Improvements

Proposed Schedule - April 11, 2018

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
	APR 2018	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN 2019	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN 2020		
Work Order Received																								
Preliminary Engineering Report (30%)																								
30% Design Report Submittal																								
Survey																								
Geotechnical																								
60% Design, Cost Est																								
60% Submittal																								
TxDOT Utility Installation Request																								
90% Design, Specificaitons, Cost Est																								
90% Submittal																								
Finalize for Bidding																								
QA/QC at 30%, 60%, 90%																								
Bid and Award Phase																								
Notice to Proceed/Start Construction																								
Construction Period																								
Closeout																								

Work Order Executed 4/30/18

30% Submittal 6/1/18

60% Submittal 8/13/18

90% Submittal 9/10/18

Construction Complete 9/30/18



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$225,645 for engineering design services for the Lift Stations 14 and 17 Rehabilitation Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Lift Stations 14 and 17 Rehabilitation Project.

This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the replacement of the pumps, rails, controls, electrical system, piping, and the sealing/coating of the concrete wet wells of lift stations #14 and #17.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important wastewater system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of six months. Approval of this Agreement will ensure that construction plans are available and ready for bid in November 2018. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 236-6003-00-9074 **Amount:** \$225,645 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/2018 SLH

Supporting documents attached:

- LJA Proposal for Lift Stations 14 and 17 Rehabilitation Design
- LJA Professional Services Agreement

Recommendation: Move to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$225,645 for engineering design services for the Lift Stations 14 and 17 Rehabilitation Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

April 2, 2018

Mayor and City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Proposal for Engineering and Construction Related Services for the
Rehabilitation of Lift Stations 14 and 17
LJA Proposal No. 18-01317

Dear Mayor and City Council:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering and construction services associated with the rehabilitation of lift stations 14 and 17. This rehabilitation will include the removal of pumps, rails, controls, electrical system, and replacement with new such items along with sealing and coating of concrete wet well, modifications to piping, and site work. This proposal does not include any acquisition of any additional property or easements. We propose the following services and corresponding fees for this project.

SCOPE OF SERVICES

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing lift station sites.
3. Establish the scope of any topographical surveys and geotechnical investigations which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare a recommendation letter for Mayor and Council action.
5. Prepare final contract documents for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction.
2. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
3. Testing: Provide as required testing, field and laboratory, of construction materials.
4. Project Representative: Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

5. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

- A. Preliminary and Design Phases: Based on the scope of services, our fee will be a lump sum amount of \$100,116.00.
- B. Bidding Phase: Based on the scope of services, our fee will be a lump sum amount of \$6,257.00.
- C. Construction Phase: Based on the scope of services, our fee will be a lump sum amount of \$18,772.00.
- D. Additional Services:
 1. Topographical Surveys: Based on the scope of services, our fee will be a lump sum amount of \$12,000.00.
 2. Geotechnical Investigations: Based on the scope of services, we estimate the geotechnical investigations cost to be approximately \$12,000.00 (Billed as Time & Materials).
 3. Testing: Based on the scope of services, we estimate the construction materials testing cost to be approximately \$15,000.00 (Billed as Time & Materials).
 4. Project Representative: Based on the scope of services, we estimate the project representative cost to be approximately \$54,000.00 (Billed as Time & Materials).
 5. Record Drawings: Based on the scope of services, our fee will be a lump sum amount of \$2,500.00.

Mayor and City Council
City of Alvin
April 2, 2018
Page 4 of 4

The above fees do not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long distance phone charges). We recommend a budget of \$5,000.00 be set for the actual reimbursable expenses incurred on the project.

If this proposal meets with your approval, please execute both copies (below), returning one original signed copy to our office and keeping the other for your records. Your signature will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6030.

Sincerely,



Wallace E. Trochesset, PE
Vice President

WET/mlh

Enclosure (s)

Proposal Accepted By:
CITY OF ALVIN
Sereniah Breland, City Manager

By: _____

Name: _____

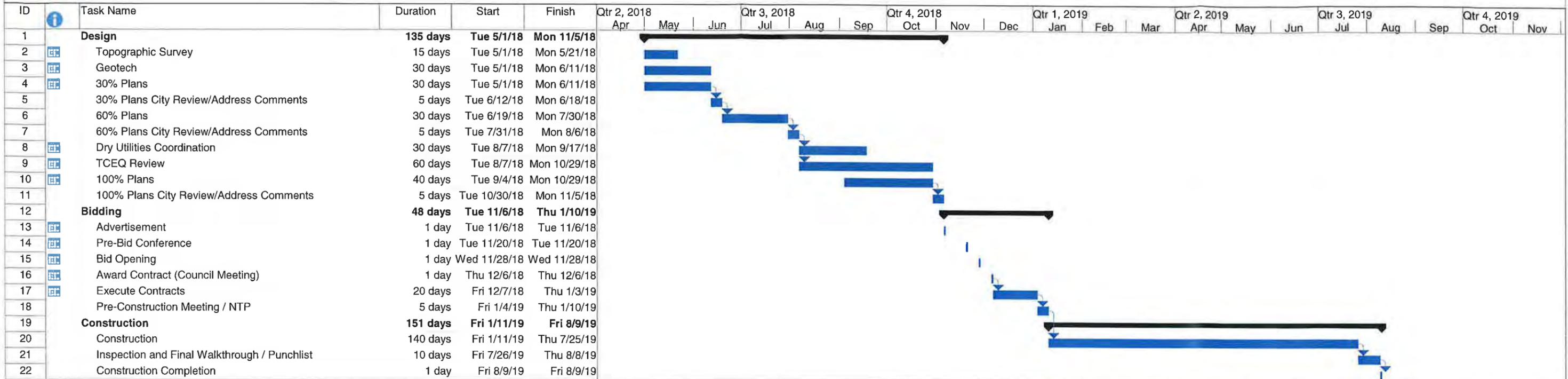
Date: _____

CITY OF ALVIN
WASTEWATER CIP PROJECTS
REHABILITATION OF LIFT STATIONS 14 AND 17

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	LS 14 - Removal of Exist.Mechanical & Electrical Equipment	\$25,000.00	\$25,000.00
2	1	LS	LS 14 - Bypass Pumping for the Duration of Rehabilitation Work	\$50,000.00	\$50,000.00
3	1	LS	LS 14 - Rehabilitation of Concrete Wet Well, Injections and Coating	\$75,000.00	\$75,000.00
4	2	EA	LS 14 - Submersible Pumps, Guide Rails, Base Ell, etc.	\$50,000.00	\$100,000.00
5	1	LS	LS 14 - Lift Station and Valve Pad Yard Piping, Valves, Supports, etc.	\$60,000.00	\$60,000.00
6	180	SY	LS 14 - 7" Thick Reinforced Concrete Site Paving	\$85.00	\$15,300.00
7	80	LF	LS 14 - 6' Tall Chain Link Fence w/ Barbed Wire, Commercial Black Vinyl	\$40.00	\$3,200.00
8	1	LS	LS 14 - Electrical System Installation	\$75,000.00	\$75,000.00
9	1	EA	LS 14 - Connection to Exist. 8" Force Main	\$3,500.00	\$3,500.00
10	1	LS	LS 17 - Removal of Exist.Mechanical & Electrical Equipment	\$25,000.00	\$25,000.00
11	1	LS	LS 17 - Bypass Pumping for the Duration of Rehabilitation Work	\$60,000.00	\$60,000.00
12	1	LS	LS 17 - Rehabilitation of Concrete Wet Well, Injections and Coating	\$100,000.00	\$100,000.00
13	3	EA	LS 17 - Submersible Pumps, Guide Rails, Base Ell, etc.	\$65,000.00	\$195,000.00
14	1	LS	LS 17 - Lift Station and Valve Pad Yard Piping, Valves, Supports, etc.	\$70,000.00	\$70,000.00
15	210	SY	LS 17 - 7" Thick Reinforced Concrete Site Paving	\$85.00	\$17,850.00
16	100	LF	LS 17 - 6' Tall Chain Link Fence w/ Barbed Wire, Commercial Black Vinyl	\$40.00	\$4,000.00
17	1	LS	LS 17 - Electrical System Installation	\$100,000.00	\$100,000.00
18	1	EA	LS 17 - Connection to Exist. 10" Force Main	\$4,000.00	\$4,000.00
19	200	LF	Trench Safety System	\$2.00	\$400.00
20	0.25	AC	Turf Establishment, Hydro-mulch Seeding	\$2,000.00	\$500.00
21	1	LS	Traffic Control as Necessary	\$10,000.00	\$10,000.00
22	100	LF	SWPP, Reinforced Filter Fabric Barrier	\$2.00	\$200.00
Supplementary Items					
23	100	CY	"Extra" Bank Sand	\$10.00	\$1,000.00
24	50	CY	"Extra" Crushed Limestone	\$25.00	\$1,250.00
25	10	TON	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	\$30.00	\$300.00
26	25	CY	"Extra" Class A Concrete	\$100.00	\$2,500.00
27	500	LB	"Extra" Reinforcing Steel	\$1.00	\$500.00
28	500	TON	"Extra" Crushed Concrete, 1" to 2" Gradation	\$18.00	\$9,000.00
29	1,000	SY	"Extra" Turf Establishment, Full Sodding	\$3.00	\$3,000.00
SubTotal Estimated Construction Cost					\$1,011,500.00
Contingency (20%)					\$202,300.00
Probable Construction Cost					\$1,213,800.00
Basic Engineering Fees (10.31%)					\$125,145.00
Preliminary and Design Phase (80%)					\$100,116.00
Bidding Phase (5%)					\$6,257.00
Construction Phase (15%)					\$18,772.00
Additional Services Fees					\$100,500.00
Project Survey					\$12,000.00
Geotechnical Investigation					\$12,000.00
Construction Materials Testing					\$15,000.00
Project Representation					\$54,000.00
Record Drawings					\$2,500.00
Reimbursable Expenses					\$5,000.00
Total Estimated Engineering & Additional Service Fees					\$225,645.00
Total Probable Project Cost					\$1,439,445.00

City of Alvin

Lift Station No. 14 & 17 Rehabilitation





PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on April 2, 2018 is by and between City of Alvin with address at 216 West Sealy, Alvin, Texas 77511 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

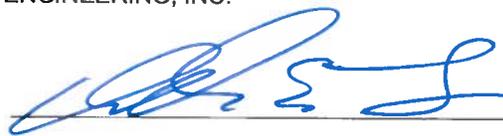
IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF ALVIN

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Wallace E. Trochesset, P.E.

Title: _____

Title: Vice President

Effective Date: _____

- Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly. The compensation set forth in this Agreement shall be deemed to be full compensation for all work and materials furnished by LJA whether specifically called for by the Agreement, plans, or specifications, or not, and no additional compensation shall be paid to LJA unless a written extra work order is provided by Client in advance, stating that the work is extra work and designating the additional compensation to be paid for the extra work and additional time for completion (if applicable). Any request for extra work shall be submitted to Client prior to such work being performed, and allowing for sufficient time for such request to be timely reviewed by Client. Approval or disapproval of extra work shall be made by Client within five (5) City of Alvin business days (Monday through Thursday) from the date of submission by LJA, with the exception of any action that may reasonably be expected to result in an increase expense to the City which may be subject to approval by the City Council.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any

amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement if, after ten (10) days written notice stating its intention to suspend performance under the Agreement, the notified party fails to cure such failure within that time. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only. Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA. In fulfilling its duties pursuant to the

Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services provided prior written approval is obtained from Client.

8. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage.

9. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

10. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition mandating a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

11. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control. Client shall require its construction contractor, if applicable and to the extent permitted by law, to include LJA as an indemnitee under any indemnification obligation to Client.

12. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total

liability to Client 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, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

13. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL 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, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

15. CLIENT DATA. Client or any third party designated by Client may provide information, reports,

studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

16. ASSIGNMENT/BENEFICIARIES. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

17. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

18. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

19. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire four (4) years after Project completion.

20. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2270, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for

ordinary business purposes.

21. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

22. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

23. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Brazoria County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.custom



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$668,865 for engineering design services for the Lift Station 30 Expansion and Highway 35 Bypass Gravity Mains Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Lift Station #30 Expansion and Highway 35 Bypass Gravity Mains Project.

This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the expansion of lift station #30 from a firm capacity of 4.61 Million Gallons Daily (MGD) to a firm capacity of 9 MGD. The project also includes the replacement of approximately 4,300 linear feet of 30-inch gravity sanitary sewer main along Highway 35 Bypass with 36-inch gravity main and the replacement of approximately 1,900 linear feet of 20-inch force (pressurized) main along Highway 35 Bypass with 24-inch force main.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important wastewater system expansion CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of eight months. Approval of this Agreement will ensure that construction plans are available and ready for bid in January 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 236-6003-00-9076 **Amount:** \$668,865 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/2018 SLH

Supporting documents attached:

- LJA Proposal for Lift Station 30 Expansion and Highway 35 Bypass Gravity Mains Project Design
- LJA Professional Services Agreement

Recommendation: Move to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$668,865 for engineering design services for the Lift Station 30 Expansion and Highway 35 Bypass Gravity Mains Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



11821 East Freeway, Suite 360, Houston, Texas 77029
t 713.450.1300 f 713.450.1385 LJA.com TBPE F-1386

April 2, 2018

Mayor and City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Proposal for Engineering and Construction Related Services for Lift Station 30
Expansion and HWY 35 Bypass Gravity Main and Force Main
LJA Proposal No. 18-01360

Dear Mayor and City Council:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering and construction services associated with the Lift Station 30 expansion and HWY 35 Bypass gravity and force mains. The project consists of the expansion of Lift Station 30 from a firm capacity of 4.61 MGD to a firm capacity of 9.0 MGD. This project also includes the replacement of approximately 4,300 linear feet of 30-inch gravity main along HWY 35 Bypass with 36-inch gravity main and approximately 1,900 linear feet of 20-inch force main along HWY 35 Bypass with 24-inch force main. It is our understanding that additional property will be needed for the Lift Station 30 expansion. This proposal does include fees for survey support (metes and bounds descriptions and exhibits) to assist the City of Alvin with their purchase of the land. We propose the following services and corresponding fees for this project.

SCOPE OF SERVICES

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing lift station.
3. Establish the scope of any topographical surveys and geotechnical investigations which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare a recommendation letter for Mayor and Council action.
5. Prepare final contract documents for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction.
2. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
3. Testing: Provide as required testing, field and laboratory, of construction materials.

4. TXDOT Permitting: Coordinate location of new gravity main, force main within the ROW of HWY 35 Bypass with TXDOT and obtain utility permit approvals through the TXDOT UIR process.
5. Project Representative: Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

6. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

- A. Preliminary and Design Phases: Based on the scope of services, our fee will be a lump sum amount of \$385,652.00.
- B. Bidding Phase: Based on the scope of services, our fee will be a lump sum amount of \$24,103.00.
- C. Construction Phase: Based on the scope of services, our fee will be a lump sum amount of \$72,310.00.
- D. Additional Services:
 1. Topographical Surveys: Based on the scope of services, our fee will be a lump sum amount of \$26,500.00.
 2. Geotechnical Investigations: Based on the scope of services, we estimate the geotechnical investigations cost to be approximately \$17,800.00 (Billed as Time & Materials).

3. Testing: Based on the scope of services, we estimate the construction materials testing cost to be approximately \$33,600.00 (Billed as Time & Materials).
4. TXDOT Permitting: Based on the scope of services, we estimate the TXDOT Permitting cost to be approximately \$15,000.00 (Billed as Time & Materials).
5. Project Representative: Based on the scope of services, we estimate the project representative cost to be approximately \$86,400.00 (Billed as Time & Materials).
6. Record Drawings: Based on the scope of services, our fee will be a lump sum amount of \$2,500.00.

The above fees do not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long distance phone charges). We recommend a budget of \$5,000.00 be set for the actual reimbursable expenses incurred on the project.

If this proposal meets with your approval, please execute both copies (below), returning one original signed copy to our office and keeping the other for your records. Your signature will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6030.

Sincerely,



Wallace E. Trochesset, PE
Vice President

WET/mlh

Enclosure (s)

Proposal Accepted By:
CITY OF ALVIN
Sereniah Breland, City Manager

By: _____

Name: _____

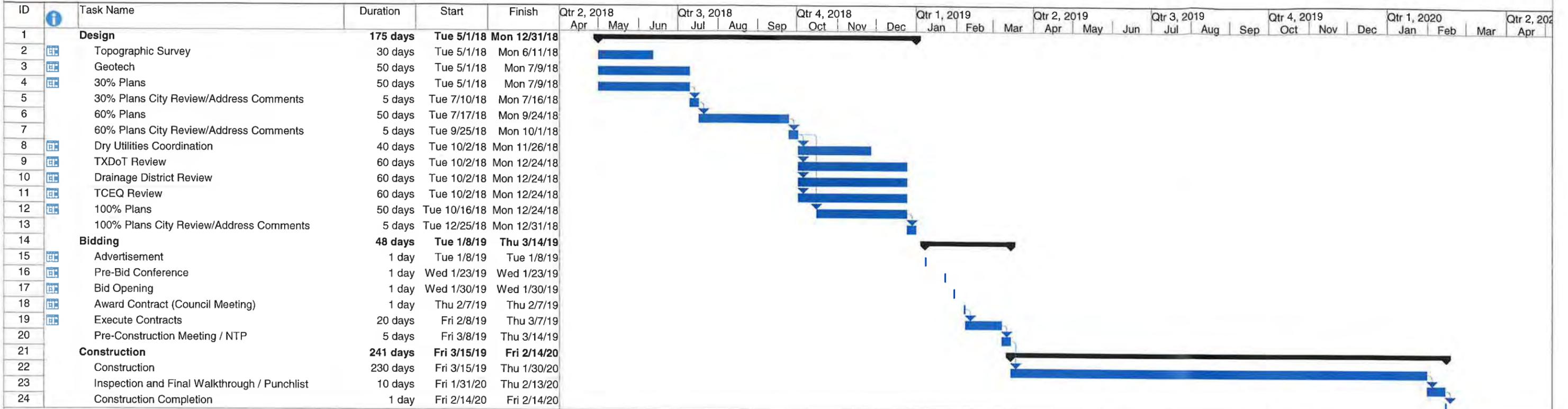
Date: _____

CITY OF ALVIN
WASTEWATER CIP PROJECTS
LIFT STATION 30 EXPANSION AND HWY 35 BYPASS GRAVITY MAIN AND FORCE MAIN

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	Removal & Demolition of Exist. Lift Station Facilities	\$45,000.00	\$45,000.00
2	1	LS	Site Work, Grading and Drainage, Turf Establishment	\$25,000.00	\$25,000.00
3	1	LS	Concrete Wet Well, 28' ID, Concrete Valve Pad, Hatches, etc.	\$1,350,000.00	\$1,350,000.00
4	2	EA	Low Flow Submersible Pumps, Guide Rails, Base Ell, etc.	\$60,000.00	\$120,000.00
5	4	EA	High Flow Submersible Pumps, Guide Rails, Base Ell, etc.	\$80,000.00	\$320,000.00
6	1	LS	Lift Station and Valve Pad Yard Piping, Valves, Supports, etc.	\$150,000.00	\$150,000.00
7	1,200	SY	7" Thick Reinforced Concrete Site Paving	\$70.00	\$84,000.00
8	400	LF	8' Tall Chain Link Fence, Commercial Black Vinyl	\$40.00	\$16,000.00
9	1	LS	Electrical System Installation	\$150,000.00	\$150,000.00
10	1	LS	Stand-By Diesel Generator, Sub-Base Fuel Tank, Concrete Foundation	\$175,000.00	\$175,000.00
11	2,265	LF	36" Gravity Sanitary Sewer (Open Cut Construction)	\$350.00	\$792,750.00
12	200	LF	36" Gravity Sanitary Sewer (Augered Construction)	\$500.00	\$100,000.00
13	300	LF	36" Gravity Sanitary Sewer (Augered & Encased Construction)	\$1,500.00	\$450,000.00
14	1,080	LF	24" Sanitary Force Main (Open Cut Construction)	\$150.00	\$162,000.00
15	600	LF	24" Sanitary Force Main (Augered Construction)	\$200.00	\$120,000.00
16	185	LF	24" Sanitary Force Main (Augered & Encased Construction)	\$600.00	\$111,000.00
17	1	LS	Concrete Pipe Bridge for Crossing of Mustang Bayou	\$200,000.00	\$200,000.00
18	1	EA	24" Gate Valve w/ Box	\$8,500.00	\$8,500.00
19	2	EA	24" Air Release Valve w/ Access Manhole	\$10,000.00	\$20,000.00
20	14	EA	Standard 6' Diameter Sanitary Sewer Manhole (0' to 8' depth)	\$8,500.00	\$119,000.00
21	85	VF	Extra Depth Manhole (Over 8')	\$450.00	\$38,250.00
22	2	EA	Modify Existing Manhole	\$3,500.00	\$7,000.00
23	3,345	LF	Trench Safety System	\$2.00	\$6,690.00
24	1	EA	Service Reconnections	\$2,500.00	\$2,500.00
25	1.5	AC	Turf Establishment, Hydro-mulch Seeding	\$2,000.00	\$3,000.00
26	500	SY	Surface Restoration, Asphalt Surface	\$65.00	\$32,500.00
27	500	SY	Surface Restoration, Concrete Surface	\$100.00	\$50,000.00
28	50	SY	Surface Restoration, Unpaved Surface (Gravel or Shell)	\$40.00	\$2,000.00
29	1	LS	Traffic Control as Necessary	\$50,000.00	\$50,000.00
30	4,630	LF	SWPP, Reinforced Filter Fabric Barrier	\$2.00	\$9,260.00
Supplementary Items					
31	3,000	LF	"Extra" Well Point Dewatering System	\$50.00	\$150,000.00
32	3,000	CY	"Extra" Bedding and Backfill for Wet Sand Construction	\$10.00	\$30,000.00
33	100	CY	"Extra" Bank Sand	\$10.00	\$1,000.00
34	50	CY	"Extra" Crushed Limestone	\$25.00	\$1,250.00
35	10	TON	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	\$30.00	\$300.00
36	25	CY	"Extra" Class A Concrete	\$100.00	\$2,500.00
37	500	LB	"Extra" Reinforcing Steel	\$1.00	\$500.00
38	500	TON	"Extra" Crushed Concrete, 1" to 2" Gradation	\$18.00	\$9,000.00
39	1,000	SY	"Extra" Turf Establishment, Full Sodding	\$3.00	\$3,000.00
SubTotal Estimated Construction Cost				\$4,917,000.00	
Contingency (20%)				\$983,400.00	
Probable Construction Cost				\$5,900,400.00	
Basic Engineering Fees (8.17%)				\$482,065.00	
Preliminary and Design Phase (80%)				\$385,652.00	
Bidding Phase (5%)				\$24,103.00	
Construction Phase (15%)				\$72,310.00	
Additional Services Fees				\$186,800.00	
Project Survey				\$26,500.00	
Geotechnical Investigation				\$17,800.00	
Construction Materials Testing				\$33,600.00	
TXDOT Permitting				\$15,000.00	
Project Representation				\$86,400.00	
Record Drawings				\$2,500.00	
Reimbursable Expenses				\$5,000.00	
Total Estimated Engineering & Additional Service Fees				\$668,865.00	
Total Probable Project Cost				\$6,569,265.00	

City of Alvin

Lift Station 30 Expansion and HWY 35 Bypass Gravity Main





PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on April 2, 2018 is by and between City of Alvin with address at 216 West Sealy, Alvin, Texas 77511 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

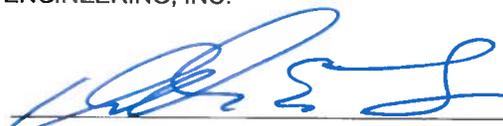
IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF ALVIN

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Wallace E. Trochesset, P.E.

Title: _____

Title: Vice President

Effective Date: _____

- Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly. The compensation set forth in this Agreement shall be deemed to be full compensation for all work and materials furnished by LJA whether specifically called for by the Agreement, plans, or specifications, or not, and no additional compensation shall be paid to LJA unless a written extra work order is provided by Client in advance, stating that the work is extra work and designating the additional compensation to be paid for the extra work and additional time for completion (if applicable). Any request for extra work shall be submitted to Client prior to such work being performed, and allowing for sufficient time for such request to be timely reviewed by Client. Approval or disapproval of extra work shall be made by Client within five (5) City of Alvin business days (Monday through Thursday) from the date of submission by LJA, with the exception of any action that may reasonably be expected to result in an increase expense to the City which may be subject to approval by the City Council.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any

amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement if, after ten (10) days written notice stating its intention to suspend performance under the Agreement, the notified party fails to cure such failure within that time. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only. Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA. In fulfilling its duties pursuant to the

Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services provided prior written approval is obtained from Client.

8. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage.

9. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

10. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition mandating a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

11. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control. Client shall require its construction contractor, if applicable and to the extent permitted by law, to include LJA as an indemnitee under any indemnification obligation to Client.

12. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total

liability to Client 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, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

13. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL 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, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

15. CLIENT DATA. Client or any third party designated by Client may provide information, reports,

studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

16. ASSIGNMENT/BENEFICIARIES. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

17. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

18. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

19. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire four (4) years after Project completion.

20. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2270, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for

ordinary business purposes.

21. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

22. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

23. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Brazoria County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.custom



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$433,300 for engineering design services for the Waterline Improvements Phase I Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Waterline Improvements Phase I Project.

This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the replacement/addition of approximately 20,000 linear feet of waterline in the area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Street.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important water system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of eight months. Approval of this Agreement will ensure that construction plans are available and ready for bid in January 2019. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure x N/A ___ **Budgeted Item:** Yes x No ___ N/A ___

Funding Account: 236-6001-00-9078 **Amount:** \$433,300 **1295 Form Required?** Yes x No ___

Legal Review Required: N/A ___ Required x **Date Completed:** 4/16/2018 SLH

Supporting documents attached:

- LJA Proposal for the Waterline Improvements Phase I Design

- LJA Professional Services Agreement

Recommendation: Move to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$433,300 for engineering design services for the Waterline Improvements Phase I Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

April 2, 2018

Mayor and City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Proposal for Engineering and Construction Services for Waterline Improvements Phase I
LJA Proposal No. 18-01323

Dear Mayor and City Council:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering and construction services associated with the waterline improvements in an area bounded by Adoue Street, Gordon Street, South Park Drive, and Johnson Street. Approximately 20,000 linear feet of waterlines will be replaced with larger waterlines. This proposal does not include any acquisition of any additional property or easements. We propose the following services and corresponding fees for this project.

SCOPE OF SERVICES

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing waterlines.
3. Establish the scope of any topographical surveys and geotechnical investigations which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare a recommendation letter for Mayor and Council action.
5. Prepare final contract documents for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction.
2. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
3. Testing: Provide as required testing, field and laboratory, of construction materials.
4. TxDOT Permitting: Coordinate multiple waterline crossings within the ROW of HWY 35 Bypass with TxDOT and obtain utility permit approvals through the TxDOT UIR process.

5. **Project Representative:** Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

6. **Record Drawings:** Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

- A. **Preliminary and Design Phases:** Based on the scope of services, our fee will be a lump sum amount of \$182,320.00.
- B. **Bidding Phase:** Based on the scope of services, our fee will be a lump sum amount of \$11,395.00.
- C. **Construction Phase:** Based on the scope of services, our fee will be a lump sum amount of \$34,185.00.
- D. **Additional Services:**
 1. **Topographical Surveys:** Based on the scope of services, our fee will be a lump sum amount of \$79,500.00.
 2. **Geotechnical Investigations:** Based on the scope of services, we estimate the geotechnical investigations cost to be approximately \$20,800.00 (Billed as Time & Materials).
 3. **Testing:** Based on the scope of services, we estimate the construction materials testing cost to be approximately \$30,000.00 (Billed as Time & Materials).

4. TxDOT Permitting: Based on the scope of services, we estimate the TxDOT Permitting cost to be approximately \$10,000.00 (Billed as Time & Materials).
5. Project Representative: Based on the scope of services, we estimate the project representative cost to be approximately \$57,600.00 (Billed as Time & Materials).
6. Record Drawings: Based on the scope of services, our fee will be a lump sum amount of \$2,500.00.

The above fees do not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long distance phone charges). We recommend a budget of \$5,000.00 be set for the actual reimbursable expenses incurred on the project.

If this proposal meets with your approval, please execute both copies (below), returning one original signed copy to our office and keeping the other for your records. Your signature will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6030.

Sincerely,



Wallace E. Trochesset, PE
Vice President

WET/mlh

Enclosure (s)

Proposal Accepted By:
CITY OF ALVIN
Sereniah Breland, City Manager

By: _____

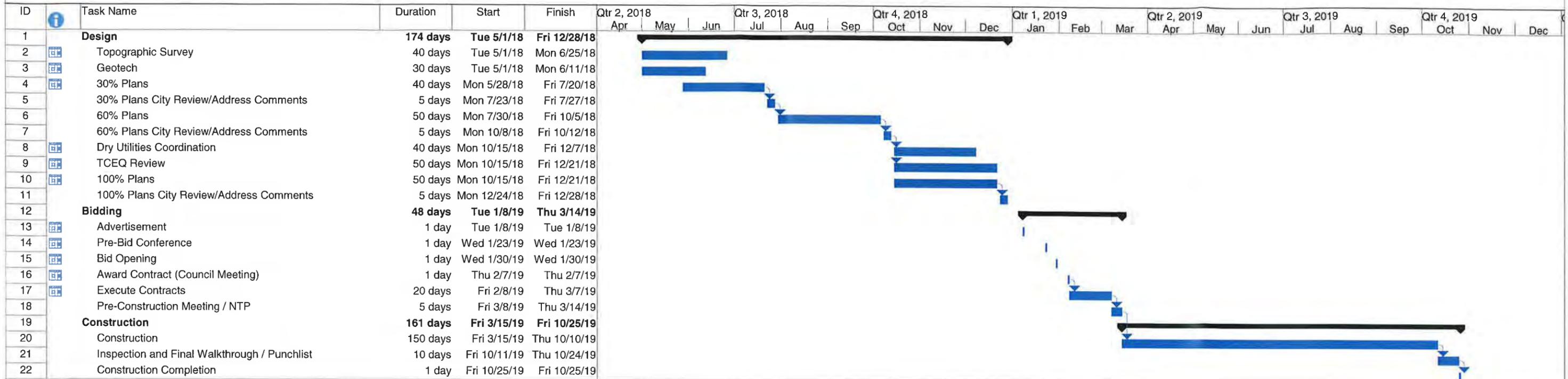
Name: _____

Date: _____

CITY OF ALVIN
WATER REHABILITATION CIP PROJECTS
WATERLINE IMPROVEMENTS - PHASE 1

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	150	LF	10" Waterline (Open Cut Construction)	\$60.00	\$9,000.00
2	150	LF	10" Waterline (Augered Construction)	\$65.00	\$9,750.00
3	450	LF	8" Waterline (Open Cut Construction)	\$50.00	\$22,500.00
4	450	LF	8" Waterline (Augered Construction)	\$60.00	\$27,000.00
5	9,300	LF	6" Waterline (Open Cut Construction)	\$45.00	\$418,500.00
6	9,300	LF	6" Waterline (Augered Construction)	\$55.00	\$511,500.00
7	4	EA	10" Gate Valve w/ Box	\$2,500.00	\$10,000.00
8	4	EA	8" Gate Valve w/ Box	\$1,700.00	\$6,800.00
9	60	EA	6" Gate Valve w/ Box	\$1,500.00	\$90,000.00
10	2	EA	10" Wet Connection	\$3,000.00	\$6,000.00
11	2	EA	8" Wet Connection	\$2,000.00	\$4,000.00
12	25	EA	6" Wet Connection	\$1,500.00	\$37,500.00
13	60	EA	Fire Hydrant Assembly	\$5,000.00	\$300,000.00
14	60	VF	Extra Depth Bury for Fire Hydrant	\$275.00	\$16,500.00
15	8	EA	Fire Hydrant Removal & Salvage	\$275.00	\$2,200.00
16	10	EA	Cut & Plug Exist. Waterline	\$750.00	\$7,500.00
17	45	EA	Close Exist. Valve, Remove Box, Pug Operator	\$300.00	\$13,500.00
18	9,900	LF	Trench Safety System	\$2.00	\$19,800.00
19	1	LS	Traffic Control	\$50,000.00	\$50,000.00
20	3	AC	Turf Establishment, Hydro-mulch Seeding	\$2,000.00	\$6,000.00
21	500	SY	Surface Restoration, Asphalt Surface	\$65.00	\$32,500.00
22	500	SY	Surface Restoration, Concrete Surface	\$100.00	\$50,000.00
23	100	SY	Surface Restoration, Unpaved Surface (Gravel or Shell)	\$40.00	\$4,000.00
24	9,900	LF	SWPP, Reinforced Filter Fabric Barrier	\$2.00	\$19,800.00
25	120	EA	New Short Side Single Service Connection (3/4" to 1")	\$500.00	\$60,000.00
26	120	EA	New Long Side Single Service Connection (3/4" to 1")	\$750.00	\$90,000.00
27	25	EA	New Short Side Single Service Connection (2")	\$1,500.00	\$37,500.00
28	10	EA	New Long Side Single Service Connection (2")	\$2,000.00	\$20,000.00
Supplementary Items					
29	3,000	LF	"Extra" Well Point Dewatering System	\$50.00	\$150,000.00
30	3,000	CY	"Extra" Bedding and Backfill for Wet Sand Construction	\$10.00	\$30,000.00
31	100	CY	"Extra" Bank Sand	\$10.00	\$1,000.00
32	50	CY	"Extra" Crushed Limestone	\$25.00	\$1,250.00
33	10	TON	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	\$30.00	\$300.00
34	25	CY	"Extra" Class A Concrete	\$100.00	\$2,500.00
35	500	LB	"Extra" Reinforcing Steel	\$1.00	\$500.00
36	500	TON	"Extra" Crushed Concrete, 1" to 2" Gradation	\$18.00	\$9,000.00
37	1,000	SY	"Extra" Turf Establishment, Full Sodding	\$3.00	\$3,000.00
SubTotal Estimated Construction Cost					\$2,079,400.00
Contingency (20%)					\$415,880.00
Probable Construction Cost					\$2,495,280.00
Basic Engineering Fees (9.13%)					\$227,900.00
Preliminary and Design Phase (80%)					\$182,320.00
Bidding Phase (5%)					\$11,395.00
Construction Phase (15%)					\$34,185.00
Additional Services Fees					\$205,400.00
Project Survey					\$79,500.00
Geotechnical Investigation					\$20,800.00
Construction Materials Testing					\$30,000.00
TXDOT Permitting					\$10,000.00
Project Representation					\$57,600.00
Record Drawings					\$2,500.00
Reimbursable Expenses					\$5,000.00
Total Estimated Engineering & Additional Service Fees					\$433,300.00
Total Probable Project Cost					\$2,928,580.00

City of Alvin Water Line Improvements Phase 1





PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on April 2, 2018 is by and between City of Alvin with address at 216 West Sealy, Alvin, Texas 77511 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

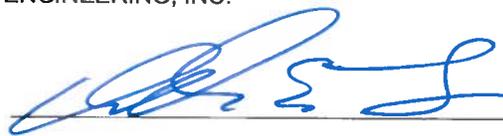
IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF ALVIN

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Wallace E. Trochesset, P.E.

Title: _____

Title: Vice President

Effective Date: _____

- Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly. The compensation set forth in this Agreement shall be deemed to be full compensation for all work and materials furnished by LJA whether specifically called for by the Agreement, plans, or specifications, or not, and no additional compensation shall be paid to LJA unless a written extra work order is provided by Client in advance, stating that the work is extra work and designating the additional compensation to be paid for the extra work and additional time for completion (if applicable). Any request for extra work shall be submitted to Client prior to such work being performed, and allowing for sufficient time for such request to be timely reviewed by Client. Approval or disapproval of extra work shall be made by Client within five (5) City of Alvin business days (Monday through Thursday) from the date of submission by LJA, with the exception of any action that may reasonably be expected to result in an increase expense to the City which may be subject to approval by the City Council.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any

amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement if, after ten (10) days written notice stating its intention to suspend performance under the Agreement, the notified party fails to cure such failure within that time. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only. Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA. In fulfilling its duties pursuant to the

Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services provided prior written approval is obtained from Client.

8. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage.

9. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

10. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition mandating a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

11. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control. Client shall require its construction contractor, if applicable and to the extent permitted by law, to include LJA as an indemnitee under any indemnification obligation to Client.

12. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total

liability to Client 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, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

13. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL 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, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

15. CLIENT DATA. Client or any third party designated by Client may provide information, reports,

studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

16. ASSIGNMENT/BENEFICIARIES. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

17. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

18. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

19. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire four (4) years after Project completion.

20. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2270, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for

ordinary business purposes.

21. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

22. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

23. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Brazoria County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.custom



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$319,400 for engineering design services for the Water Plant 6 Tank Replacement Project; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: A Request for Qualifications (RFQ) for engineering design services was advertised on January 14th and January 21, 2018. Statements of Qualifications (SOQs) were received from twenty-four engineering firms on January 30, 2018. Qualifications of all firms were reviewed/ranked by a Staff Review Committee, consisting of Engineering and Public Services Department Staff, in February 2018. The top four firms were then interviewed on March 8th and March 19, 2018. Following the interviews, the Staff Review Committee selected LJA Engineering to submit a proposal for the design of the Water Plant #6 Tank Replacement Project.

This project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the demolition of the three existing 0.43-million-gallon water ground storage tanks at Water Plant #6 and the construction of a new 1.5-million-gallon pre-stressed concrete ground storage tank.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important water system CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of 5-6 months. Approval of this Agreement will ensure that construction plans are available and ready for bid in October 2018. More information on this project can be found in the Capital Improvements Program (CIP) Quarterly Report that was distributed to City Council on April 19, 2018.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___

Funding Account: 236-6001-00-9079 **Amount:** \$319,400 **1295 Form Required?** Yes X No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/2018 SLH

Supporting documents attached:

- LJA Proposal for Water Plant 6 Tank Replacement Project Design
- LJA Professional Services Agreement

Recommendation: Move to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$319,400 for engineering design services for the Water Plant 6 Tank Replacement Project; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



11821 East Freeway, Suite 360, Houston, Texas 77029
t 713.450.1300 f 713.450.1385 LJA.com TBPE F-1386

April 2, 2018

Mayor and City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Proposal for Engineering and Construction Related Services for a Proposed 1.5 Million
Gallon Ground Storage Tank Located at Water Plant No. 6
LJA Proposal No. 18-01313

Dear Mayor and City Council:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering and construction services associated with a new 1.5 million gallon pre-stressed concrete ground storage tank located at Water Plant Site No. 6. This work also includes the demolition of the three existing ground storage tanks, modification of the yard piping, connection to the existing booster pump station, electrical, and site work. This proposal does not include any acquisition of any additional property or easements. We propose the following services and corresponding fees for this project.

SCOPE OF SERVICES

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing water plant site.
3. Establish the scope of any topographical surveys and geotechnical investigations which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare a recommendation letter for Mayor and Council action.
5. Prepare final contract documents for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction.
2. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
3. Testing: Provide as required testing, field and laboratory, of construction materials.

4. **Project Representative:** Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

5. **Record Drawings:** Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

- A. **Preliminary and Design Phases:** Based on the scope of services, our fee will be a lump sum amount of \$173,360.00.
- B. **Bidding Phase:** Based on the scope of services, our fee will be a lump sum amount of \$10,835.00.
- C. **Construction Phase:** Based on the scope of services, our fee will be a lump sum amount of \$32,505.00.
- D. **Additional Services:**
 1. **Topographical Surveys:** Based on the scope of services, our fee will be a lump sum amount of \$4,000.00.
 2. **Geotechnical Investigations:** Based on the scope of services, we estimate the geotechnical investigations cost to be approximately \$13,200.00 (Billed as Time & Materials).
 3. **Testing:** Based on the scope of services, we estimate the construction materials testing cost to be approximately \$24,000.00 (Billed as Time & Materials).
 4. **Project Representative:** Based on the scope of services, we estimate the project representative cost to be approximately \$54,000.00 (Billed as Time & Materials).

5. Record Drawings: Based on the scope of services, our fee will be a lump sum amount of \$2,500.00.

The above fees do not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long distance phone charges). We recommend a budget of \$5,000.00 be set for the actual reimbursable expenses incurred on the project.

If this proposal meets with your approval, please execute both copies (below) and the Professional Services Agreement, returning one original signed copy to our office and keeping the other for your records. Your signature on these two documents will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6030.

Sincerely,



Wallace E. Trochesset, PE
Vice President

WET/mlh

Enclosure (s)

Proposal Accepted By:
CITY OF ALVIN
Sereniah Breland, City Manager

By: _____

Name: _____

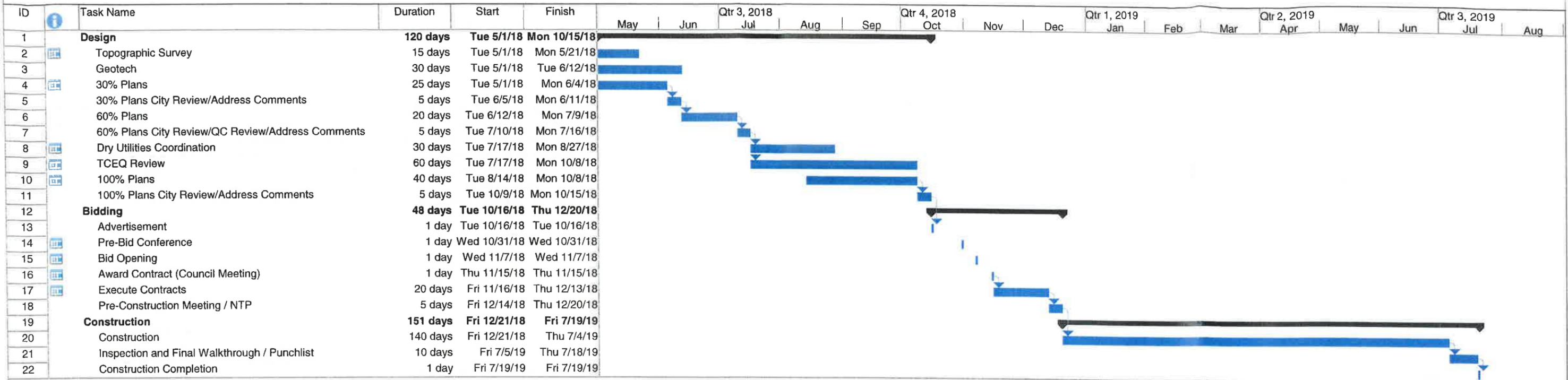
Date: _____

CITY OF ALVIN
WATER CAPACITY CIP PROJECTS
WATER PLANT No. 6 GROUND STORAGE TANK REPLACEMENT

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	2	EA	Demolition of Exist. 500,000 Gallon GST (Bolted Steel) for Construction	\$25,000.00	\$50,000.00
2	1	LS	Furnish & Install New 1.5 MG GST. (Prestressed Concrete)	\$1,500,000.00	\$1,500,000.00
3	1	LS	Modify Yard Piping	\$150,000.00	\$150,000.00
4	1	LS	Electrical System Installation	\$75,000.00	\$75,000.00
5	2	EA	Connection to Exist. Booster Pump Station Piping	\$10,000.00	\$20,000.00
6	1	EA	Demolition of Exist. 500,000 Gallon GST (Bolted Steel) after Construction	\$30,000.00	\$30,000.00
7	1	LS	Site Work	\$100,000.00	\$100,000.00
8	200	LF	Trench Safety System	\$2.00	\$400.00
9	1	AC	Turf Establishment, Hydro-mulch Seeding	\$2,000.00	\$2,000.00
10	1	LS	Traffic Control as Necessary	\$15,000.00	\$15,000.00
11	200	LF	SWPP, Reinforced Filter Fabric Barrier	\$2.00	\$400.00
Supplementary Items					
12	100	CY	"Extra" Bank Sand	\$10.00	\$1,000.00
13	50	CY	"Extra" Crushed Limestone	\$25.00	\$1,250.00
14	10	TON	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	\$30.00	\$300.00
15	25	CY	"Extra" Class A Concrete	\$100.00	\$2,500.00
16	500	LB	"Extra" Reinforcing Steel	\$1.00	\$500.00
17	500	TON	"Extra" Crushed Concrete, 1" to 2" Gradation	\$18.00	\$9,000.00
18	1,000	SY	"Extra" Turf Establishment, Full Sodding	\$3.00	\$3,000.00
SubTotal Estimated Construction Cost					\$1,960,350.00
Contingency (20%)					\$392,070.00
Probable Construction Cost					\$2,352,420.00
Basic Engineering Fees (9.21%)					\$216,700.00
Preliminary and Design Phase (80%)					\$173,360.00
Bidding Phase (5%)					\$10,835.00
Construction Phase (15%)					\$32,505.00
Additional Services Fees					\$102,700.00
Project Survey					\$4,000.00
Geotechnical Investigation					\$13,200.00
Construction Materials Testing					\$24,000.00
Project Representation					\$54,000.00
Record Drawings					\$2,500.00
Reimbursable Expenses					\$5,000.00
Total Estimated Engineering & Additional Service Fees					\$319,400.00
Total Probable Project Cost					\$2,671,820.00

City of Alvin

Water Plant No. 6 Ground Storage Tank Replacement





PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on April 2, 2018 is by and between City of Alvin with address at 216 West Sealy, Alvin, Texas 77511 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

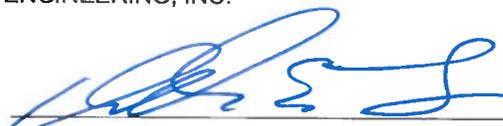
IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF ALVIN

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Wallace E. Trochesset, P.E.

Title: _____

Title: Vice President

Effective Date: _____

- Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly. The compensation set forth in this Agreement shall be deemed to be full compensation for all work and materials furnished by LJA whether specifically called for by the Agreement, plans, or specifications, or not, and no additional compensation shall be paid to LJA unless a written extra work order is provided by Client in advance, stating that the work is extra work and designating the additional compensation to be paid for the extra work and additional time for completion (if applicable). Any request for extra work shall be submitted to Client prior to such work being performed, and allowing for sufficient time for such request to be timely reviewed by Client. Approval or disapproval of extra work shall be made by Client within five (5) City of Alvin business days (Monday through Thursday) from the date of submission by LJA, with the exception of any action that may reasonably be expected to result in an increase expense to the City which may be subject to approval by the City Council.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any

amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

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7. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA. In fulfilling its duties pursuant to the

Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services provided prior written approval is obtained from Client.

8. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage.

9. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

10. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition mandating a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

11. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control. Client shall require its construction contractor, if applicable and to the extent permitted by law, to include LJA as an indemnitee under any indemnification obligation to Client.

12. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total

liability to Client 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, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

13. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL 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, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

15. CLIENT DATA. Client or any third party designated by Client may provide information, reports,

studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

16. ASSIGNMENT/BENEFICIARIES. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by any party without written permission of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

17. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

18. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

19. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire four (4) years after Project completion.

20. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2270, Government Code, LJA hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for

ordinary business purposes.

21. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

22. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

23. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Brazoria County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.custom



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Resolution 18-R-15, suspending the May 28, 2018 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division to Implement interim GRIP rate adjustments for gas utility investment in 2017 and requiring delivery of this resolution to the Company and legal counsel.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The City is a gas utility customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City.

For cities in the Houston Division, CenterPoint is seeking recovery of \$112,238,512 in invested capital. This will increase rates to residential customers by \$.70 per month. For cities in the Texas Coast Division – the Division the City of Alvin is in, CenterPoint is seeking recovery of \$31,889,184 in invested capital. This will increase rates to residential customers by \$.72 per month. Increases in both divisions are currently scheduled to go into effect on May 28, 2018.

Under the Gas Reliability Infrastructure Program (“GRIP”) statute, §104.301 of the Texas Utilities Code, cities may not challenge the CenterPoint’s request. The only action a City may take is to suspend the effective date of the rate increase by 45 days.

The annual Gas Reliability Infrastructure Program (“GRIP”) is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled the only option cities have in a GRIP case is to administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases.

Funding Expected: Revenue ___ Expenditure ___ N/A ___ Budgeted Item: Yes ___ No ___ N/A ___

Account Number: _____ Amount: _____ 1295 Form Required? Yes ___ No ___

Legal Review Required: N/A ___ Required X Date Completed: 4/16/2018 SLH

Supporting documents attached:

- Res. 18-R-15

Recommendation: Move to approve Resolution 18-R-15, suspending the May 28, 2018 effective date of CenterPoint's proposed GRIP rate adjustments.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION NO. 18-R-15

A RESOLUTION BY THE CITY OF ALVIN, TEXAS SUSPENDING THE MAY 28, 2018 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2017 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Alvin, Texas (“City”), is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) in March 2018, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code §104.301 on all customers served by CenterPoint, effective May 28, 2018; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THAT:

1. The May 28, 2018, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code §104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Perrin Wall, at Centerpoint – Texas Coast Division, 1111 Louisiana Street, Houston, Texas 77002-5231, and to

Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on this _____ day of _____ 2018.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/19/2018

Department: City Manager's Office

Contact: David Chanski

Agenda Item: Consider Resolution 18-R-16, Approving the Incentives for the Completion of Annual Biometric Screenings by City Employees.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: Healthcare professionals believe that many major claims can be prevented when people complete their annual biometric screenings and follow the advice and direction of medical professionals. In calendar year 2017, participants in the City's healthcare program made claims totaling \$1,916,708.22. Breaking that down, that's 75% of employees' premium and 199% of dependents' premium according to the Texas Municipal League (TML), who insures the City.

In December 2017, at the request of the City Manager, the City formed a Health and Wellness Committee, comprised of volunteer employees, to begin looking at the City's healthcare program and what changes could be made. This Committee began meeting in January 2018.

The Committee's original recommendation came in two main parts:

1. Match TML's \$150 incentive payment for completing the Healthy Initiatives program on an annual basis.
 - This would cost the City no more than \$30,000 annually should all City employees participate in the program. Only 9 employees participated in 2016 and 19 employees participated in 2017.
 - While dependents over the age of 18 are eligible to receive TML's incentive, the City's match would only apply to City employees.
 - This matching incentive would be considered taxable income, and the City would act in accordance with IRS code.
 - A budget amendment reflecting the transfer of funds from Fund Balance would be brought before Council at the end of the fiscal year.
2. For those who did not complete the Healthy Initiatives program by September 1 each year (employees and/or eligible dependents), the employee would be required to fund 30% of their insurance premium each month (which would currently be \$265.50 per month), beginning on October 1 (the beginning of the next fiscal year).
 - This required payment would continue each month until the employee and/or eligible dependents

completed the Healthy Initiatives program.

Recent caselaw has made the second recommendation unlawful as of January 1, 2019, and the EEOC has been directed by the United States District Court for the District of Columbia Circuit to change its regulations on employee wellness plans, which previously allowed for a 30% disincentive for failing to participate in employee wellness plans. The new EEOC regulations should be published in the summer of 2018, and the Committee will reevaluate their second recommendation at that time.

Therefore, the Committee recommends the following:

1. Instituting the match for the TML \$150 incentive immediately (which is not to exceed a total of \$30,000 per calendar year).
2. Continuing the annual employee Health Fair, which will be held the beginning of August, at which time employees and their dependents will be able to complete much (if not all) of the Healthy Initiatives program.
3. Finally, the Committee recommends producing more material on the Healthy Initiatives program and its requirements, developing more educational material for employees and dependents, as well as holding informational meetings with employees and their dependents in an effort to continually educate our employees on access to healthy living.

I want to give a special thank you to the members of the Health and Wellness Committee for their all their hard work in developing this proposal. The Health and Wellness Committee is comprised of:

- Janie Padilla – Human Resources Director
- Margaret Ray – Police Officer
- Shaun Moore – Assistant Fire Marshal
- Ismael Alcocer – Code Compliance Officer
- Sandra Brangan – Police Payroll
- Todd Arendell – Police Captain

Funding Expected: Revenue ___ Expenditure ___ N/A ___ **Budgeted Item:** Yes ___ No ___ N/A ___

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required X **Date Completed:** 4/16/2018 SLH

Supporting documents attached:

- Resolution 18-R-16

Recommendation: Move to approve Resolution 18-R-16, Approving the Incentives for the Completion of Annual Biometric Screenings by City Employees.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION NO. 18-R-16

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE INCENTIVES FOR THE COMPLETION OF ANNUAL BIOMETRIC SCREENINGS BY CITY EMPLOYEES.

WHEREAS, according to Section VI, Rule 31 of the Personnel Policy, the City Council has given authorization for certain insurance benefits for City employees; and

WHEREAS, according to Section III, Rule 13, Paragraph B of the Personnel Policy, the City Council has endeavored to create an atmosphere of healthy living through the provision of wellness hours for preventative care; and

WHEREAS, it is the opinion of the Texas Municipal League and healthcare professionals that annual biometric screenings can lead to the early detection of many medical diagnoses; and

WHEREAS, the Texas Municipal League provides a \$150 incentive to all their healthcare participants for completing the Healthy Initiatives program, which includes a full biometric screening;

WHEREAS, providing a match of the Texas Municipal League's \$150 incentive for completing the Healthy Initiatives program to City employees will further encourage employees to partake in annual biometric screenings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That the City Council continually desires to promote an atmosphere of healthy living among City employees.

Section 2. That the City shall provide a one-to-one match of the Texas Municipal League's \$150 incentive for completing the Healthy Initiatives program to City employees.

Section 3. That the \$150 matching incentive will be considered taxable income.

Section 4. That the total City contribution amount of this match shall not exceed \$30,000 per calendar year.

Section 5. That this Resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this _____ day of _____ 2018.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary