

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Mayor Pro-Tem
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Councilmember District 5
NANCY OJEDA
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held May 22, 2017, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Dr. Windell Gill, First Baptist Church.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Chuck Engelken.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a)** Presentation - Administer Oath of Office and Presentation of Certificate of Election to newly elected Councilmember Nancy Ojeda - P. Fogarty
 - (b)** Recognition - Employee of the First Quarter 2017 - Ruston Royall (Senior System Administrator) City of La Porte Information Technology Department - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a)** Consider approval or other action regarding the minutes of the Regular City Council Meeting held on May 8, 2017 and Special City Council Meeting held on May 9, 2017 - P. Fogarty
 - (b)** Consider approval or other action appointing Councilmember Danny Earp to fill the vacancy on the Board of Directors of the City of La Porte Development Corporation until August 31, 2018 - P. Fogarty
 - (c)** Consider approval or other action awarding Bid # 17016 for Headstart Facility Parking Improvements Rebid - D. Pennell
 - (d)** Consider approval or other action authorizing the City Manager to execute a professional services contract for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton and Venture Drives and additional parking at Pecan Park - D. Pennell
- 7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES**
 - (a)** Public hearing to receive comments regarding the La Porte Fire Control, Prevention and Emergency Medical Services District's proposed budget for the fiscal year which begins October 1, 2017, as approved by the Board of Directors of the District as its meeting held on May 16, 2017; consider approval of proposed budget of La Porte Fire Control, Prevention and Emergency Medical Services District - D. Ladd

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding an Ordinance appointing a member of the City Council to serve as Mayor Pro-Tem of the City of La Porte, Texas for the period of June 1, 2017 through May 31, 2018 - P. Fogarty

9. REPORTS

- (a) Receive report of the La Porte Development Corporation Board Meeting - Councilmember Engelken

10. ADMINISTRATIVE REPORTS

- Zoning Board of Adjustment Meeting, Thursday, May 25, 2017
- Memorial Day Observed, Monday, May 29, 2017

- 11. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers Engelken, Earp, Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard and Mayor Rigby.

12. ADJOURN

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the May 22, 2017 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on May 16, 2017.

Patrice Fogarty



**Council Agenda Item
May 22, 2017**

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5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Presentation and Oath of Office
will be presented during City
Council Meeting.

Employee of the 1st Quarter – 2017

Ruston Royall – Senior System Administrator

Ruston joined the City of La Porte team in December of 2008 as a Computer Support Specialist III. He was promoted to Computer System Administrator in 2009 and promoted to his current role of Senior System Administrator in 2012. Over the course of his 8 years of employment with the City of La Porte, he has developed a positive reputation among City employees as a problem solver who delivers excellent customer service.

Ruston received two nominations for this recognition. Both nominees specifically recognized the tremendous work Ruston has been doing, and continues to do, on the One Solution software implementation project.

Regarding some recent training for end users one nominee stated: “While helping to facilitate the One Solution training, Ruston would check with each individual person to make sure they were able to sign in to the software and that it was up and running. He was attentive if anyone had problems or questions, never once showing any sign of frustration or impatience with us. He went above and beyond by taking care of everyone while ensuring that we had a clear connection with the One Solution representative.”

The other nominee notes: “Ruston has continued his regular duties while also making sure no stone goes unturned for the implementation of One Solution. He has gone above and beyond for this huge software implementation. Ruston is professional, warm, witty, and eager to help. He is so smart when it comes to fixing whatever seems to be the problem.”

Whether it is the One Solution project or other assignments, Ruston always delivers a high level of service in support of City of La Porte employees.

Please join me in thanking Ruston for the great work he does and in recognizing him as the Employee of the First Quarter for 2017.



**Council Agenda Item
May 22, 2017**

- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
- (a)** Consider approval or other action regarding the minutes of the Regular City Council Meeting held on May 8, 2017 and Special City Council Meeting held on May 9, 2017 - P. Fogarty
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MIKE CLAUSEN
Councilmember District 6

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE MAY 8, 2017

The City Council of the City of La Porte met in a regular meeting on **Monday, May 8, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. **CALL TO ORDER** – Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, J. Martin, K. Martin, Earp, Clausen, Leonard, and Kaminski. Absent: Councilmember Zemanek. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.
2. **INVOCATION** – The invocation was given by Viktoria Gotting, St. John's Episcopal Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Daryl Leonard.
4. **PRESENTATIONS, PROCLAMATIONS and RECOGNITIONS**
 - (a) Recognition – Wyatt Smith (City of La Porte Planning and Zoning Commission) – Texas Citizen Planner – Mayor Rigby

Mayor Rigby recognized Planning and Zoning Commission member Wyatt Smith for being designated as a Texas Citizen Planner.
 - (b) Proclamation – National Police Week – Mayor Rigby

Mayor Rigby presented a proclamation to Police Chief Ken Adcox, Assistant Chief of Police Ron Parker, and Officer Ken Winebrenner for National Police Week.
 - (c) Proclamation – Emergency Medical Services Week – Mayor Rigby

Mayor Rigby presented a proclamation to EMS Chief Ray Nolen for Emergency Medical Services Week.
 - (d) Recognition – Councilmember Mike Clausen – Appreciation of Thirteen Years of Services to the City of La Porte – Mayor Rigby

Mayor Rigby recognized Councilmember Mike Clausen for 13 years of services to the City of La Porte.
5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Chuck Rosa, 812 S. Virginia, addressed Council in regards to the election process and congratulated Councilmember Dottie Kaminski on her re-election, and listed her numerous accomplishments and years of service. He stated he plans to run for office again next year.

Phillip Dunn, 701 San Jacinto St., thanked Council and City Staff for their attention to the parking issues at Lighthouse Baptist Church and asked Council to require La Porte Independent School District to hire resources to monitor parking on San Jacinto St. and G Street to eliminate parking on the church parking lot during events.

Justin Surginer had signed in, but he declined to speak.

6. CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- (a) Consider approval or other action regarding the minutes of the Special Called City Council Meeting held on April 22, 2017 and Regular City Council Meeting held on April 24, 2017 – P. Fogarty
- (b) Consider approval or other action regarding an appointment to the Animal Control Advisory Board – P. Fogarty
- (c) Consider approval or other action authorizing the City Manager to execute any and all documents necessary to complete purchase of real property located at 1218 S. Broadway – C. Alexander

Councilmember Engelken made a motion to approve Consent Agenda Items pursuant to staff recommendations. Councilmember Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember Zemanek was absent.**

7. REPORTS

- (a) Receive report for ONE Solution program transition under contract with SunGard Public Sector, Inc. – M. Dolby

Senior Systems Administrator Ruston Royall presented a summary and update.

Councilmember Leonard asked Mr. Royall how he feels as far as progression since February and whether they would meet the deadline. Mr. Royall responded they will be cutting it close.

Councilmember Earp requested Staff to provide the cost for operating, simultaneously, ONE Solution and Naviline.

Council directed Staff that if it is time to go live with the Finance part of ONE Solution, to wait until after the May 22nd Council meeting.

8. ADMINISTRATIVE REPORTS

City Manager Alexander reminded everyone about the 125th Celebration activities.

9. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmember Leonard congratulated Wyatt Smith, thanked the Police and EMS Departments, and thanked Councilmember Mike Clausen for his years of services.

Councilmember Engelken congratulated Wyatt Smith, thanked the Police and EMS Departments, thanked Councilmember Mike Clausen for his years of services, and congratulated Councilmember Kaminski on being re-elected into office.

Councilmember Earp congratulated Wyatt Smith, thanked the Police and EMS Departments, thanked Councilmember Mike Clausen for his years of services, congratulated Councilmember Kaminski on being re-elected into office, and encouraged everyone to come out and enjoy the 125th Celebration festivities.

Councilmember Clausen congratulated Wyatt Smith, thanked the Police and EMS Departments, congratulated Councilmember Kaminski on being re-elected into office, and commented it has been an honor to serve the City for 13 years.

Councilmember J. Martin thanked the Police and EMS Departments, congratulated all the winners and candidates in the election, congratulated Wyatt Smith, and thanked Councilmember Clausen for his years of services.

Councilmember K. Martin thanked the Police and EMS Departments, congratulated Wyatt Smith, wished Councilmember Clausen the best, congratulated Councilmember Kaminski on being re-elected into office, and encouraged everyone to get tickets for the 125th Celebration festivities.

Councilmember Kaminski thanked and congratulated Wyatt Smith, thanked the Police and EMS Departments, wished Councilmember Clausen the best, thanked the voters for being re-elected into office.

Mayor Rigby congratulated Wyatt Smith, thanked the Police and EMS Departments, congratulated Councilmembers Kaminski and Earp for being re-elected into office, and thanked Councilmember Clausen for his years of services.

- 10. EXECUTIVE SESSION** – The City reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code, including, but not limited to, the following:

Texas Government Code, Section 551.074 – Personnel Matters: Deliberation concerning the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, unless the officer or employee requests a public hearing: Clark Askins, Assistant City Attorney, regarding prosecution of commercial motor vehicles cases in Municipal Court.

City Council recessed the regular Council meeting to convene an executive session at 6:44 p.m. regarding the subject of the executive session item listed above.

- 11. RECONVENE** into regular session and consider action, if any, on item(s) discussed in executive session.

City Council reconvened the regular council meeting at 7:30 p.m.

City Council provided direction to the Assistant City Attorney on his duties, and new policies and procedures.

- 12. ADJOURN** - There being no further business, Councilmember Chuck Engelken made a motion to adjourn the meeting at 7:32 p.m. Councilmember Daryl Leonard seconded the motion. **MOTION PASSED UNANIMOUSLY 8/0. Councilmember Zemanek was absent.**

Patrice Fogarty, City Secretary

Passed and approved on May 22, 2017.

Mayor Louis R. Rigby

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MINUTES OF THE MAY 9, 2017, SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE

The City Council of the City of La Porte met in a special meeting on **Tuesday, May 9, 2017**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **4:00 p.m.** to consider the following items of business:

1. CALL TO ORDER

Mayor Pro-Tem Earp called the meeting to order at 4:01 p.m. Members of Council present: Councilmembers Kaminski, K. Martin and J. Martin. Councilmembers absent: Leonard, Engelken, Clausen, Zemanek, and Mayor Rigby. Staff present: City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins. District 6 Councilmember-Elect Nancy Ojeda was also present. A quorum was established pursuant to the Texas Election Code Section 67.004(a) whereby, "Two members of the authority constitute a quorum for the purposes of canvassing an election."

2. ELECTION ORDINANCE AND OTHER ELECTION-RELATED ACTIONS

(a) Consider approval or other action regarding an **Ordinance** of the City Council of the City of La Porte, Texas, declaring the results of the City of La Porte General Election held on May 6, 2017, for the election of a Councilperson-At-Large—Position B, Councilperson District 1 and Councilperson District 6; and providing for other matters relating to the subject – Mayor Rigby

City Secretary Fogarty read from the proposed Ordinance the number of votes cast for each candidate and the names of those candidates who are declared elected upon adoption of the proposed Ordinance. She also provided copies of official tally results for Council's use.

Councilmember Jay Martin made a motion to adopt the Ordinance declaring the results of the City of La Porte General Election held on May 6, 2017, for the election of a Councilperson-At-Large—Position B, Councilperson District 1 and Councilperson District 6. Councilmember K. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 4-0.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2017-3675: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 6, 2017, FOR THE ELECTION OF A COUNCILPERSON-AT-LARGE—POSITION B, COUNCILPERSON-DISTRICT 1, AND COUNCILPERSON-DISTRICT 6; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

3. COUNCIL COMMENTS REGARDING MATTERS APPEARING ON AGENDA; RECOGNITION OF COMMUNITY MEMBERS, CITY EMPLOYEES, AND UPCOMING EVENTS; INQUIRY OF STAFF REGARDING SPECIFIC FACTUAL INFORMATION OR EXISTING POLICIES –

Councilmembers J. Martin, K. Martin, and Kaminski, and Mayor Pro-Tem Earp provided their congratulations to the winners.

4. ADJOURN

There being no further business, Councilmember J. Martin made a motion moved to adjourn the meeting at 4:05 p.m. Councilmember K. Marin seconded. **MOTION PASSED UNANIMOUSLY 4-0.**

Patrice Fogarty, City Secretary

Passed and approved on May 22, 2017.

Mayor Pro-Tem Danny Earp

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 22, 2017</u>	Appropriation
Requested By: <u>P. Fogarty</u>	Source of Funds: <u>N/A</u>
Department: <u>City Secretary's Office</u>	Account Number: _____
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
Attachments :	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

SUMMARY & RECOMMENDATIONS

The City of La Porte Development Corporation has a vacancy on the Board of Directors due to former councilmember Mike Clausen's resignation. Board members serve for two-year terms, and appointing someone at this time will fill the vacancy until August 31, 2018. Councilmember Danny Earp has expressed his desire to be appointed to fill the vacancy.

Action Required of Council:

Consider appointing Councilmember Danny Earp to fill the vacancy on the Board of Directors of the City of La Porte Development Corporation until August 31, 2018.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>May 22, 2017</u>	Appropriation	
Requested By:	<u>Don Pennell</u>	Source of Funds:	<u>Grant 032</u>
Department:	<u>Public Works</u>	Account Number:	<u>032.7071.531.8029</u>
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:	<u>120,000</u>
Other: <input type="radio"/>		Amount Requested:	<u>93,935</u>
Attachments :		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO

- 1. Bid Tabulation**
- 2. Access Report**
- 3. Project Map & Plan**

SUMMARY & RECOMMENDATIONS

Council approved an Interlocal agreement with Harris County Department of Education (HCDE) for the City to manage design and construction of parking spaces along South 1st Street and the West I Street right of way at the HCDE Headstart facility. The HCDE provided \$120,000.00 to fund the project. The City agreed to provide some construction work with in-house forces should the project come in slightly over budget.

Bid #17012 Headstart Facility Parking Improvements was rejected by Council at the April 10, 2017 meeting due to bid discrepancies and over budget. HCDE was contacted about the bids being over the fund amount and the direction they wanted to go with the project. HCDE requested that the City rebid the project.

The West I Street improvements were removed from the scope of work as shown on the map attached. Staff plans to complete the West I Street improvements with in-house forces for base preparation. The annual asphalt overlay project will be utilized for asphalt in the West I Street right of way with the remaining funds from HCDE.

Sealed Bid #17016 Headstart Facility Parking Improvements was opened and read on April 25, 2017, three bids were received. Bids were advertised on April 6th & April 13th in the Bay Area Observer, posted on Public Purchase and the City's website. 20 vendors downloaded the bid documents. Bid tabulation and access report are attached.

Staff recommendation

Award base bid with no deducts for Bid # 17016 Headstart Facility Parking Improvements to low bidder Aztec Landscaping and Remodeling in the amount of \$89,435.00 and a \$4,500.00 contingency equal to 5%.

Action Required of Council:

Consider approval or other action to award Bid # 17016 Headstart Facility Parking Improvements to Aztec Landscaping and Remodeling in the amount of \$89,435.00 base bid and a \$4,500.00 contingency for a total \$93,935.00.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

BID #17016 HEADSTART FACILITY PARKING IMPROVEMENTS REBID
DUE: APRIL 25, 2017 AT 2:00 P.M.

Item No.	General Items	Qty	Unit	CORESTONE CONSTRUCTION SERVICES		AAA ASPHALT PAVING INC.		AZTEC REMODELING AND LANDSCAPING CO.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
2	Traffic Control and Regulation	1	Lump Sum	\$8,250.00	\$8,250.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
3	Sodding	250	SY	\$9.70	\$2,425.00	\$5.50	\$1,375.00	\$4.00	\$1,000.00
General Items Subtotal					\$16,175.00		\$7,875.00		\$10,500.00
Existing Parking Area Items									
4	Thermoplastic Pavement Markings-Regular Parking Space (11)	1	Lump Sum	\$1,687.00	\$1,687.00	\$210.00	\$210.00	\$600.00	\$600.00
5	Thermoplastic Pavement Markings-Regular ADA/Hcap Space (2)	1	Lump Sum	\$1,234.00	\$1,234.00	\$350.00	\$350.00	\$800.00	\$800.00
6	Thermoplastic Pavement Markings-Van ADA/Hcap Space (1)	1	Lump Sum	\$235.00	\$235.00	\$350.00	\$350.00	\$400.00	\$400.00
Existing Parking Area Items Subtotal					\$3,156.00		\$910.00		\$1,800.00
Parking Area 1 Items									
7	6" Concrete Pavement	258	SY	\$75.80	\$19,556.40	\$55.00	\$14,190.00	\$64.00	\$16,512.00
8	4" Cement Stabilized Sand (CSS)	50	Tons	\$290.00	\$14,500.00	\$75.00	\$3,750.00	\$70.00	\$3,500.00
9	Concrete Collar	2	EA	\$2,325.00	\$4,650.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
10	A Inlet (modified collar per detail)	1	EA	\$2,379.00	\$2,379.00	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00
11	Storm Sewer-18" RCP	111	LF	\$68.20	\$7,570.20	\$75.00	\$8,325.00	\$60.00	\$6,660.00
12	Thermoplastic Pavement Markings-Regular Parking Space (10)	1	Lump Sum	\$2,170.00	\$2,170.00	\$190.00	\$190.00	\$500.00	\$500.00
Parking Area 1 Items Subtotal					\$50,825.60		\$29,805.00		\$29,672.00
Parking Area 2 Items									
13	3" Asphalt Pavement	48	Tons	\$264.00	\$12,672.00	\$225.00	\$10,800.00	\$180.00	\$8,640.00
14	10" Recycled Crushed Con. Base (RCCB)	142	Tons	\$275.00	\$39,050.00	\$45.00	\$6,390.00	\$65.00	\$9,230.00
15	Lime-6" Treatment (8%)	7	Tons	\$225.00	\$1,575.00	\$225.00	\$1,575.00	\$230.00	\$1,610.00
16	6" Lime Stabilization	284	SY	\$47.70	\$13,546.80	\$15.00	\$4,260.00	\$11.00	\$3,124.00
17	Concrete Collar	2	EA	\$3,325.00	\$6,650.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
18	A Inlet (modified collar per detail)	1	EA	\$2,379.50	\$2,379.50	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00
19	Storm Sewer-18" RCP	134	LF	\$68.20	\$9,138.80	\$75.00	\$10,050.00	\$60.00	\$8,040.00
20	Thermoplastic Pavement Markings-Regular Parking Space (12)	1	Lump Sum	\$1,404.00	\$1,404.00	\$225.00	\$225.00	\$600.00	\$600.00
Parking Area 2 Subtotal					\$86,416.10		\$36,650.00		\$33,744.00
Parking Area 3 Items									
21	3" Asphalt Pavement	19	Tons	\$264.00	\$5,016.00	\$425.00	\$8,075.00	\$180.00	\$3,420.00
22	10" Recycled Crushed Con. Base (RCCB)	57	Tons	\$275.00	\$15,675.00	\$45.00	\$2,565.00	\$65.00	\$3,705.00
23	Lime-6" Treatment (8%)	3	Tons	\$225.00	\$675.00	\$225.00	\$675.00	\$230.00	\$690.00
24	6" Lime Stabilization	114	SY	\$47.70	\$5,437.80	\$25.00	\$2,850.00	\$11.00	\$1,254.00
25	Concrete Collar	1	EA	\$3,325.00	\$3,325.00	\$750.00	\$750.00	\$750.00	\$750.00
26	Storm Sewer-18" RCP	60	LF	\$68.20	\$4,092.00	\$75.00	\$4,500.00	\$60.00	\$3,600.00
27	Thermoplastic Pavement Markings-Regular Parking Space (5)	1	Lump Sum	\$579.00	\$579.00	\$95.00	\$95.00	\$300.00	\$300.00
Parking Area 3 Subtotal					\$34,799.80		\$19,510.00		\$13,719.00
BASE BID TOTAL					\$191,372.50		\$94,750.00		\$89,435.00

Item No.	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ALTERNATE BID ITEMS(PRICE MUST MATCH BASE BID VIA ITEM NO.)									
PARKING AREA 1 ITEMS									
9	(DEDUCT) Concrete Collar	2	EA	\$3,325.00	\$6,650.00	\$650.00	\$1,300.00	\$750.00	\$1,500.00
10	(DEDUCT) A Inlet (modified collar per detail)	1	EA	\$2,379.00	\$2,379.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00
11	(DEDUCT) Storm Sewer-18" RCP	111	LF	\$68.20	\$7,570.20	\$55.00	\$6,105.00	\$60.00	\$6,660.00
Parking Area 1 Subtotal					\$16,599.20		\$8,655.00		\$9,160.00
PARKING AREA 2 ITEMS									
17	(DEDUCT) Concrete Collar	2	EA	\$3,325.00	\$6,650.00	\$650.00	\$1,300.00	\$750.00	\$1,500.00
18	(DEDUCT) A Inlet (modified collar per detail)	1	EA	\$2,379.00	\$2,379.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00
19	(DEDUCT) Storm Sewer-18" RCP	134	LF	\$68.20	\$9,138.80	\$55.00	\$7,370.00	\$60.00	\$8,040.00
Parking Area 3 Subtotal					\$18,167.80		\$9,920.00		\$10,540.00
PARKING AREA 3 ITEMS									
25	(DEDUCT) Concrete Collar	1	EA	\$3,325.00	\$3,325.00	\$650.00	\$650.00	\$750.00	\$750.00
26	(DEDUCT) Storm Sewer-18" RCP	60	LF	\$68.20	\$4,092.00	\$55.00	\$3,300.00	\$60.00	\$3,600.00
Parking Area 4 Subtotal					\$7,417.00		\$3,950.00		\$4,350.00
ALT BID DEDUCT TOTAL					\$42,184.00		\$22,525.00		\$24,050.00
ALT BID TOTAL (BASE BID MINUS ALT BID DEDUCT)					\$149,188.50		\$72,225.00		\$65,385.00

Mathematical error on Bid Form

Bid tabulation is preliminary and does not imply any type of award. Other factors may apply

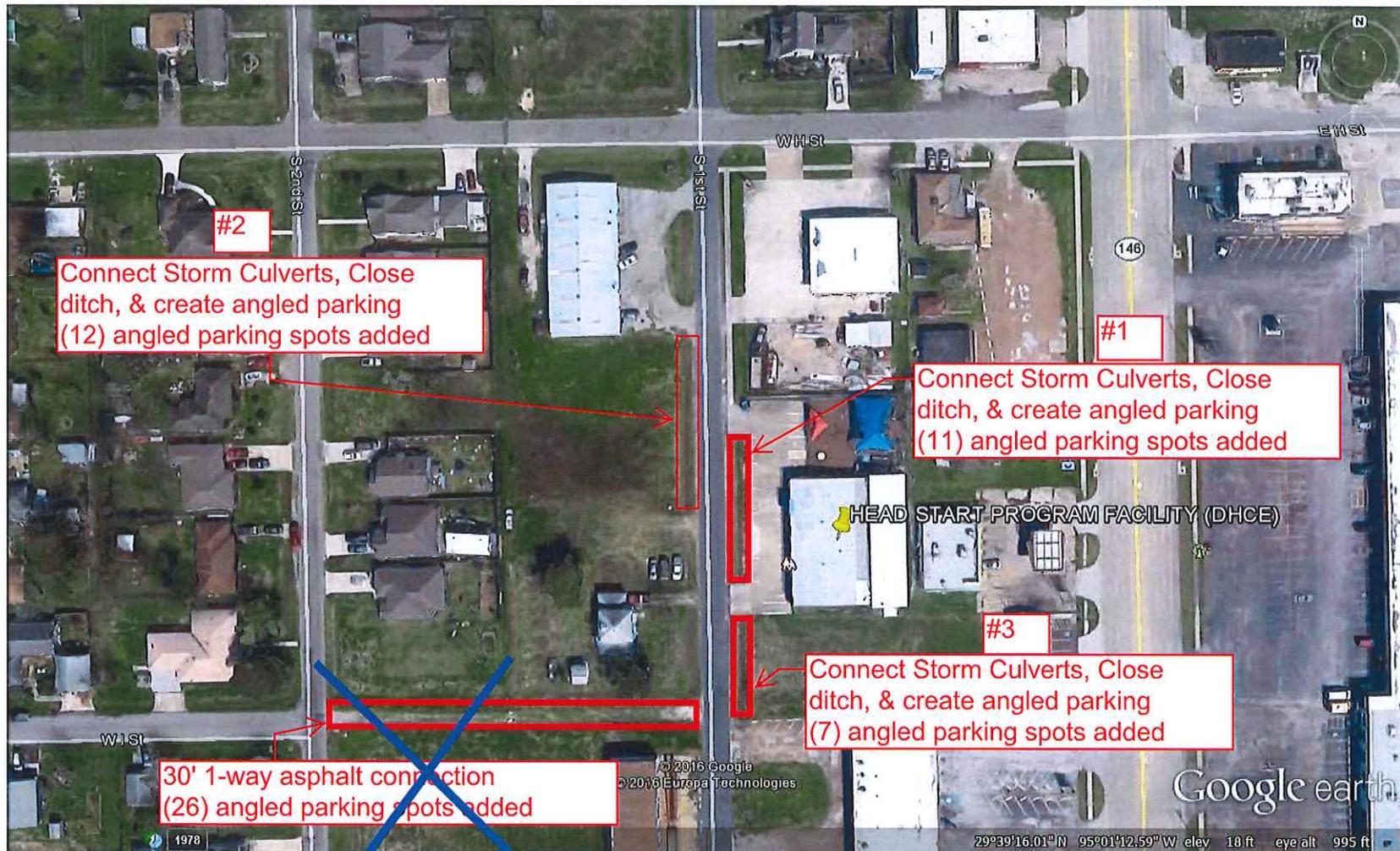
Access Report

Agency City of La Porte (TX)
 Bid Number 17016
 Bid Title Head Start Facility Parking Improvements Re-Bid

Vendor Name	Accessed First Time	Most Recent Access	Documents
Vendor Support Account Charter Communications Hearn Company	2017-04-13 10:28 AM CDT 2017-04-08 04:13 AM CDT 2017-04-06 10:42 AM CDT	2017-04-13 10:28 AM CDT 2017-04-08 04:13 AM CDT 2017-04-25 08:43 AM CDT	Addendum No. 1 to Bid 17016 .pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf HEADSTART 100PERC PLANS 040617.pdf
Onvia	2017-04-06 01:06 PM CDT	2017-04-13 01:47 PM CDT	Addendum No. 1 to Bid 17016 .pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf HEADSTART 100PERC PLANS 040617.pdf
Pavecon Public Works, LP	2017-04-10 08:56 AM CDT	2017-04-10 09:03 AM CDT	Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf
Dodge Data & Analytics	2017-04-14 02:20 PM CDT	2017-04-22 02:14 AM CDT	Addendum No. 1 to Bid 17016 .pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf HEADSTART 100PERC PLANS 040617.pdf
BidClerk	2017-04-10 01:20 PM CDT	2017-04-11 04:24 AM CDT	Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf
RMB Management	2017-04-06 01:46 PM CDT	2017-04-13 08:27 AM CDT	Addendum No. 1 to Bid 17016 .pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf HEADSTART 100PERC PLANS 040617.pdf
Perkens WS Corporation	2017-04-06 11:20 AM CDT	2017-04-06 11:23 AM CDT	Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf HEADSTART 100PERC PLANS 040617.pdf
Sam Anderson Pvt Ltd	2017-04-06 09:47 PM CDT	2017-04-25 08:45 AM CDT	Addendum No. 1 to Bid 17016 .pdf HEADSTART 100PERC PLANS 040617.pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf
Durba Construction Division III + Constructors,Inc. MCGrath Rentcorp global soft inc North America Procurement Council Grand Cayon Minority Contractors Association and iSqFt Planroom Partnership	2017-04-07 11:33 AM CDT 2017-04-06 05:22 PM CDT 2017-04-19 12:53 PM CDT 2017-04-12 03:08 PM CDT 2017-04-07 06:06 AM CDT 2017-04-11 05:32 AM CDT	2017-04-13 08:24 AM CDT 2017-04-06 05:22 PM CDT 2017-04-19 01:37 PM CDT 2017-04-21 03:13 PM CDT 2017-04-18 03:02 AM CDT 2017-04-11 05:33 AM CDT	Addendum No. 1 to Bid 17016 .pdf Addendum No. 1 to Bid 17016 .pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf
The Blue Book Building & Construction Network	2017-04-06 10:09 AM CDT	2017-04-18 10:13 PM CDT	Addendum No. 1 to Bid 17016 .pdf HEADSTART 100PERC PLANS 040617.pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf
Lindsay Circle, LLC SO	2017-04-06 08:14 PM CDT 2017-04-06 02:23 PM CDT	2017-04-06 08:14 PM CDT 2017-04-24 11:27 PM CDT	HEADSTART 100PERC PLANS 040617.pdf
IMS	2017-04-07 11:05 AM CDT	2017-04-07 11:05 AM CDT	HEADSTART 100PERC PLANS 040617.pdf

aztec remodeling & landscaping company	2017-04-06 10:57 AM CDT	2017-04-25 10:19 AM CDT	Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf Addendum No. 1 to Bid 17016 .pdf HEADSTART 100PERC PLANS 040617.pdf
Dale Dobbins	2017-04-09 05:08 PM CDT	2017-04-09 05:09 PM CDT	Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf
Four Seasons Development Co., Inc.	2017-04-13 10:22 AM CDT	2017-04-13 10:24 AM CDT	Addendum No. 1 to Bid 17016 .pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf HEADSTART 100PERC PLANS 040617.pdf
Solid Construction Solutions, LLC	2017-04-24 03:17 PM CDT	2017-04-24 03:18 PM CDT	HEADSTART 100PERC PLANS 040617.pdf
Reed Construction Data	2017-04-12 05:20 PM CDT	2017-04-12 05:20 PM CDT	Addendum No. 1 to Bid 17016 .pdf
AAA Asphalt Paving Inc	2017-04-06 10:30 AM CDT	2017-04-25 09:36 AM CDT	Addendum No. 1 to Bid 17016 .pdf HEADSTART 100PERC PLANS 040617.pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf
Construction Software Technologies	2017-04-11 04:34 PM CDT	2017-04-12 05:17 PM CDT	Addendum No. 1 to Bid 17016 .pdf Addendum No. 1 to Bid 17016 .pdf Bid 17016 Head Start Facility Parking Improvements 033017 FINAL.pdf HEADSTART 100PERC PLANS 040617.pdf
Tukmol General Contractor	2017-04-07 06:05 AM CDT	2017-04-07 06:05 AM CDT	
Reliance Construction	2017-04-07 07:26 AM CDT	2017-04-07 07:26 AM CDT	

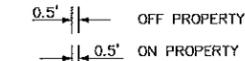
ALTERNATIVE TRAFFIC CONGESTION RELIEF OPTIONS



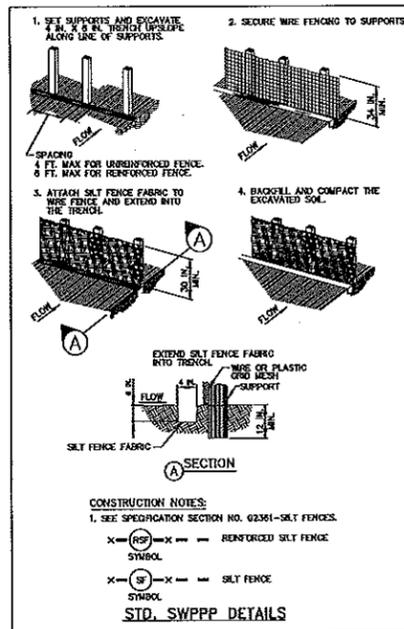
THIS ITEM REMOVED FROM PROJECT

SURVEY LEGEND

- R.O.W. RIGHT-OF-WAY
- B.L. BUILDING LINE
- U.E. UTILITY EASEMENT
- A.E. AERIAL EASEMENT
- D.E. DRAINAGE EASEMENT
- P.A.E. PRIVATE ACCESS EASEMENT
- P.U.E. PRIVATE UTILITY EASEMENT
- FND. FOUND
- I.R. IRON ROD
- FNC. FENCE
- WD. WOOD
- C.L.F. CHAIN LINK FENCE
- CONC. CONCRETE
- S/W SIDEWALK
- GRATE INLET
- CLEAN OUT
- PROPERTY CORNER
- FIRE HYDRANT
- GUARD POST
- GUY ANCHOR
- AREA LIGHT
- LIGHT POLE
- SERVICE POLE
- POWER POLE
- ELECTRIC METER
- GAS METER
- WATER METER
- MANHOLE
- SEPTIC TANK
- SAMPLE WELL
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- PIPELINE MARKER
- PIPELINE VENT
- SIGN
- TRAFFIC CONTROL BOX
- WATER VALVE
- SPRINKLER HEAD
- ELECTRIC CONDUIT

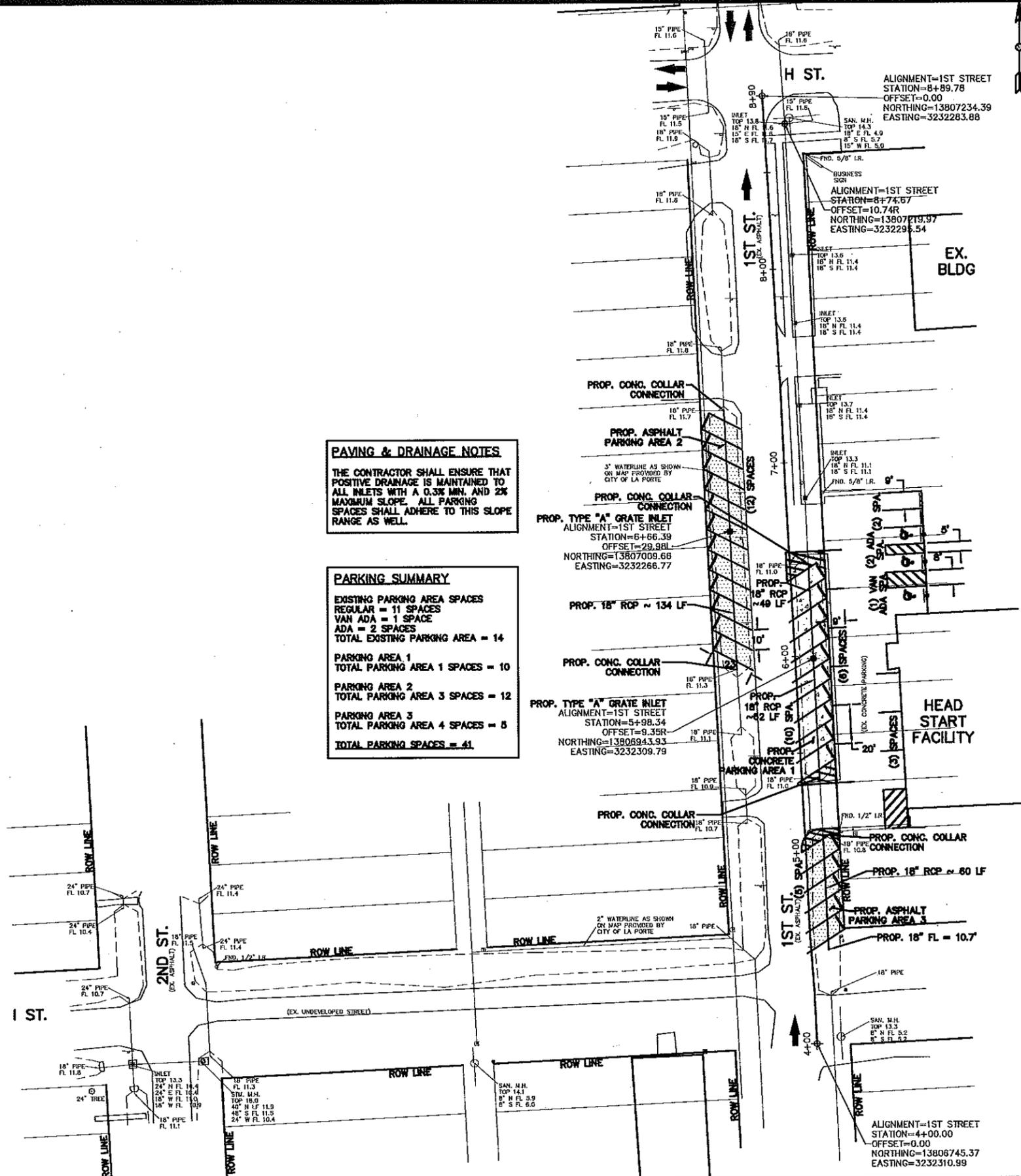


BENCHMARK USED: RM 060020, NAVD 88, 2001 ADJ. ELEV. 12.97'



PAVING & DRAINAGE NOTES
 THE CONTRACTOR SHALL ENSURE THAT POSITIVE DRAINAGE IS MAINTAINED TO ALL INLETS WITH A 0.3% MIN. AND 2% MAXIMUM SLOPE. ALL PARKING SPACES SHALL ADHERE TO THIS SLOPE RANGE AS WELL.

PARKING SUMMARY
 EXISTING PARKING AREA SPACES
 REGULAR = 11 SPACES
 VAN ADA = 1 SPACE
 ADA = 2 SPACES
 TOTAL EXISTING PARKING AREA = 14
 PARKING AREA 1
 TOTAL PARKING AREA 1 SPACES = 10
 PARKING AREA 2
 TOTAL PARKING AREA 3 SPACES = 12
 PARKING AREA 3
 TOTAL PARKING AREA 4 SPACES = 5
TOTAL PARKING SPACES = 41



LYLE & PEROSSA ENGINEERING
 LP
 ENGINEERING
 TBPE REG. NO. F-16997
 PH. (832) 803-7386
 ALT. PH. (713) 859-3392
 HOUSTON, TEXAS
 www.lyleperossaengineering.com



3/20/17

CITY OF LA PORTE	
HEAD START FACILITY PARKING IMPROVEMENTS	
LAYOUT, STRIPING, & DRAINAGE PLAN	
DRAWING SCALE	SURVEY
NTS	CIVIL CONCEPTS
PN: 001-15-001-04	SHEET 3 OF 3

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>May 22, 2017</u>
Requested By: <u>Don Pennell</u>
Department: <u>Public Works</u>
Report: _____ Resolution: _____ Ordinance: _____

<u>Budget</u>	
Source of Funds:	<u>015, 051</u>
Account Number:	<u>015-7070-530-1100</u> <u>051-7071-531-1100</u>
Amount Budgeted:	15 \$350,000 <u>51 \$150,000</u>
Amount Requested:	15 \$50,000 <u>51 \$150,000</u>
Budgeted Item: <u>YES</u> /NO	

Exhibit: Binkley & Barfield Professional Services Proposal

SUMMARY & RECOMMENDATION

Somerton/Venture:

The FY 16 budget includes an allocation for the design of Somerton infrastructure improvements which includes replacing existing waterline and pavement from the Bandridge Water Plant to Spencer Highway. The existing waterline is an 8 inch asbestos cement waterline that is identified for upsizing to a 12 inch PVC waterline in the 2009 Water Master Plan. The Venture waterline will create an additional loop in the water system also identified in the 2009 Water Master Plan. The Somerton pavement rating in the 2013 assessment was rated at 40 percent replacement. The pavement was crack sealed at the time to extend the life of the pavement.

Pecan Park:

The FY 16 budget includes an allocation for the design of additional parking spaces at Pecan Park. This project includes the installation of approximately 123 additional parking spaces at Pecan Park. The proposed spaces will be located in the northeast corner of the park and infill spaces at locations underutilized.

Recommendation:

An evaluation team evaluated the following firms' Statement(s) of Qualifications:

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> ●RPS Klotz Assoc. ●Amani Engineering, Inc. ●Binkley & Barfield, Inc. ●Bleyl Engineering, Inc. ●CivilTech Engineering, Inc. | <ul style="list-style-type: none"> ●Cobb, Fendley & Associates, Inc. ●Dannenbaum Engineering Corporation ●DIG Engineers ●Freese and Nichols ●GC Engineering, Inc. | <ul style="list-style-type: none"> ●HDR Engineering, Inc. ●IDCUS Inc. ●Kit Professionals, Inc. ●McDonough Engineering Corporation ●R.G. Miller Engineers, Inc. ●Terra Associates, Inc. |
|--|--|--|

Interviews were conducted with the top rated firms:

- Binkley & Barfield, Inc.
- Freese and Nichols
- RPS Klotz Associates

Staff recommends to enter into a professional services contract with Binkley & Barfield, Inc. for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton Drive and additional parking at Pecan Park, as indicated in the attached proposal.

Action Required by Council:

Consider approval or other action to authorize the City Manager to enter into a professional services contract with Binkley & Barfield, Inc. for the design, bidding, and construction phase services for the replacement of existing waterline and pavement on Somerton and Venture Drives in the amount of \$146,985.00 and additional parking at Pecan Park in the amount of \$42,243.00 with a total authorization of \$200,000 including a \$10,772.00 contingency.

Approved for City Council Agenda

Corby D. Alexander, City Manager Date



May 1, 2017

Mr. Don Pennell
Assistant Director of Public Works
City of La Porte
2963 North 23rd Street
La Porte, Texas 77571

**RE: Revised Proposal for Professional Engineering Services
Somerton Drive Waterline and Pavement Replacement, Venture Lane Waterline, and Pecan
Park Parking Lot Project**

Dear Don:

Binkley & Barfield, Inc. (BBI) is pleased to submit this revised proposal to the City of La Porte for Professional Engineering Services for the Somerton Drive Waterline and Pavement Replacement, Venture Lane Waterline, and Pecan Park Parking Lot Project.

The scope of this project includes the following:

1. Somerton Drive Waterline and Pavement Replacement – This portion of the project includes approximately 1590 linear feet of 12-inch waterline from Spencer Highway to the discharge header of the Bandridge Road Water Plant. Fire hydrants, water service leads, and water meters will be replaced. The new waterline will be installed using augered construction methods.

Reinforced concrete pavement will also be replaced from the east side of the drainage channel on Bandridge east to Somerton, then north to Spencer Highway. Sidewalks and wheelchair ramps will be replaced. For the storm sewer system, the City has requested that only storm sewer leads and inlets will be replaced.

Per the City's request, no sanitary sewer lines or manholes will need to be replaced or rehabilitated.

2. Venture Lane Waterline – This work consists of installing approximately 290 feet of waterline on Venture Lane between Somerton Drive and Brookwood Drive. The hydrant at Venture Lane and Brookwood Drive will be replaced. The new waterline will be installed using augered construction methods.
3. Pecan Park Parking Lot – The City has requested BBI to design a reinforced concrete parking lot on the northeast corner of Pecan Park. Drainage for this parking lot will be connected to the park's existing interior drainage system. In-line piped detention may be needed to mitigate increased runoff from



more proposed impervious area. The City has also requested that BBI pave planted areas in the existing parking lot to add more individual spaces.

One (1) design package will be produced that includes all of the aforementioned work.

SCOPE OF SERVICES:

This project will consist of a final design phase, bidding phase, and construction phase services. The scope of work associated with the project is as follows:

I. Design Phase Services

a. Final Design Phase Services

BBI will perform the final engineering design, preparation of contract documents and technical specifications for the proposed paving, drainage, and utility improvements. 60% and 90% submittals will be the deliverables for this phase.

1. Prepare Storm Water Pollution Prevention Plan drawings and details.
2. Prepare traffic control plans for the proposed improvements in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
3. Prepare quantity take-offs and an opinion of probable construction cost for the proposed improvements at the 60% and 90% milestones.
4. Deliverables for the 60% milestone shall include the plan and profile sheets as well as a construction cost estimate.
5. The technical specifications, plans, and construction cost estimate shall be included with the plans for the 90% submittal. Front end documents to be prepared by the City. BBI to provide other items.
6. BBI will attend a submittal review meeting with the City after each milestone review submittal.
7. BBI will include the standard City of La Porte detail sheets for water, sanitary sewer, paving, and storm sewer, as applicable.
8. All geometric design shall be in conformance with the applicable City standards and TMUTCD.



9. Consult with the City and affected private utility companies to define and clarify the project requirements and available related data.
10. At the City's request, no monthly progress meetings with the City will occur.
11. Coordinate with approval agencies, stakeholders, utility owners, as needed to facilitate review and approval of the construction documents.
12. It is assumed that the plans are to be reviewed in accordance with Texas Architectural Barriers Project Registration (TABPR) guidelines. We will submit the drawings to a state licensed reviewer for review and approval. We will prepare the TABPR application and estimate the review fee. We will submit the completed application and a set of construction drawings to the reviewer for review and approval. We will coordinate with the reviewer to address comments. Once all comments have been cleared, the project will be registered with the Texas Department of Licensing and Regulations (TDLR). The application fee along with any review fee(s) required by the TDLR is as a subcontractor fee.
13. The final (100%) drawings will include the City's markups from the 90% submittal.
14. The front-end contract documents will be supplied by the City of La Porte and standard BBI and/or City of La Porte specifications will be incorporated.

b. Bidding Phase Services

The project will require a public bid for the construction of any improvements at the project locations. To comply with applicable rules and regulations related to the public bid process, we will perform the following services:

1. BBI will supply an electronic file (pdf) of the bid ready documents to the City for their reproduction.
2. BBI will answer contractor's questions and issue addendums as directed by the City of La Porte to clarify, correct, and/or change the bidding documents.
3. BBI will attend the pre-bid conference.
4. We will review the bids, prepare the bid tabulation and recommend award to the City.
5. Bidding and negotiation phase will be considered complete upon commencement of the construction phase.



II. Construction Phase Services

a. Construction Administration

We will provide construction administration services:

1. Attend pre-construction meeting.
2. Review the construction submittals and shop drawings.
3. Review contractor pay estimates and coordinate findings with the City.
4. Provide periodic site visits during construction (one visit per month).
5. Assist in the coordination of required laboratory testing provided by others, if needed.
6. Issue clarifications and interpretations to the Contract Documents as appropriate through the RFI process.
7. Prepare change orders, if necessary.
8. Attend the initial and final walkthroughs with the contractor and City officials and prepare punch list items.
9. BBI will prepare record drawings for the project based on "red lined" drawings and information provided by the Contractor. We will furnish one set of printed "Record Drawings" to the City. We will also provide an electronic version of the record drawings for their permanent records.

III. Subcontractor Services

BBI will provide the following subcontractor services:

- a. Surveying
Perform a detailed topographical survey for the project identifying the evident rights-of-way. Baseline Corp. shall establish surveying limits based on the best available information.
- b. Geotechnical Investigation
Geoscience Engineering and Testing, Inc. will perform a geotechnical investigation.
- c. TDLR Review
Otten Consulting Group will provide ADA review and submit plans to the TDLR for approval.



IV. Exclusions:

All services not specifically listed herein are excluded from this proposal and our scope of work. Any scope items not specifically listed that the City of La Porte would like to add can be performed on an hourly basis per the attached Billable Rate Sheet.

V. Summary of Fees

The lump sum fees associated with each project phase are as follows:

	<u>Somerton/ Venture</u>	<u>Pecan Park</u>	<u>Total</u>
Final Design Phase:	\$ 88,027	\$ 24,160	\$ 112,187
Bidding Phase:	\$ 6,065	\$ 2,641	\$ 8,706
Basic Construction Phase:	\$ 15,725	\$ 5,272	\$ 20,997
Additional Services (5% markup is added):			
Topographical Survey (Baseline Corp)	\$ 23,888	\$ 5,696	\$ 29,584
Geotechnical Investigation (Geoscience Engineering and Testing)	\$ 3,563	\$ 1,556	\$ 5,119
Traffic Control Plan	\$ 5,001	\$ 1,181	\$ 6,182
SWPPP	\$ 3,325	\$ 1,134	\$ 4,459
TDLR Review (Otten Consulting Group)	\$ 869	\$ 375	\$ 1,244
Reimbursable Expenses:	\$ 522	\$ 228	\$ 750
Total Fee:	\$146,985	\$ 42,243	\$ 189,228

Note that design fees for Pecan Park and Somerton/Venture are split based on a prorated share of construction costs.

VI. Project Schedule

The duration for the scope identified for this project is shown on the attached schedules.

VII. Preliminary Construction Cost

The preliminary construction cost associated with all components of this project amounts to \$1,588,000. This cost includes a 25% contingency. A preliminary construction cost estimate is attached.

The Engineer's agreement with the Owner shall include, and be subject to, the General Conditions, as attached. If the scope, fee and General Conditions, as described herein, are acceptable, Owner shall execute contract at appropriate location below, and return one complete original copy to Engineer.



VIII. Supporting Documents Attached

Please find attached the following supporting documents:

- a. Project Schedule
- b. Opinion of Probable Construction Cost
- c. Manhour Estimate
- d. Rate Schedule
- e. General Conditions of Agreement
- f. Subconsultant Proposals

Please call should you have any questions. Thank you again for selecting Binkley & Barfield, Inc. for this assignment and we look forward to working with the City of La Porte.

Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers

A handwritten signature in black ink, appearing to read 'Todd Calvin', written over a horizontal line.

Todd Calvin, P.E.
Vice President – Public Infrastructure

Attachments

cc: David Hamilton, P.E., Executive Vice President

Agreed to this _____ day of _____, 20____, by the City of La Porte, Texas.

Authorized Signature

Printed Name

Title

CITY OF LA PORTE SOMERTON DR. AND VENTURE LN. PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Qtr 2, 2017			Qtr 3, 2017			Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018			Qtr 3,			
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
1	NOTICE TO PROCEED	0 days	Mon 5/15/17	Mon 5/15/17																			
2	FINAL DESIGN PHASE SERVICES	183 days	Mon 5/15/17	Mon 11/13/17																			
3	60% Submittal Preparation	100 days	Mon 5/15/17	Tue 8/22/17																			
4	Submit 60% Submittal	0 days	Tue 8/22/17	Tue 8/22/17																			
5	City Review of 60% Submittal	14 days	Wed 8/23/17	Tue 9/5/17																			
6	90% Submittal Preparation	35 days	Wed 9/6/17	Tue 10/10/17																			
7	Submit 90% Submittal	0 days	Tue 10/10/17	Tue 10/10/17																			
8	City Review of 90% Submittal	7 days	Wed 10/11/17	Tue 10/17/17																			
9	Incorporate Final Comments From City	7 days	Wed 10/18/17	Tue 10/24/17																			
10	Final (Bid Ready) Submittal Preparation	7 days	Wed 10/25/17	Tue 10/31/17																			
11	Obtain Utility Signatures	7 days	Wed 11/1/17	Tue 11/7/17																			
12	Obtain City Signatures	2 days	Wed 11/8/17	Thu 11/9/17																			
13	Submit Final (Bid Ready) Submittal	4 days	Fri 11/10/17	Mon 11/13/17																			
14	BID PHASE SERVICES	28 days	Mon 11/13/17	Mon 12/11/17																			
15	Submit Final Construction Documents	0 days	Mon 11/13/17	Mon 11/13/17																			
16	Advertise Project	28 days	Tue 11/14/17	Mon 12/11/17																			
17	Open Bids	0 days	Mon 12/11/17	Mon 12/11/17																			
18	CONSTRUCTION PHASE SERVICES	179 days	Tue 12/12/17	Fri 6/8/18																			
19	Award Contract	29 days	Tue 12/12/17	Tue 1/9/18																			
20	Construction Duration	150 days	Wed 1/10/18	Fri 6/8/18																			
21	Construction Completion	0 days	Fri 6/8/18	Fri 6/8/18																			

Task		Inactive Task		Manual Summary	
Split		Inactive Task		Start-only	
Milestone		Inactive Milestone		Finish-only	
Summary		Inactive Summary		Progress	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only			
External Milestone		Manual Summary Rollup			

REVISED: 04/24/17

CITY OF LA PORTE PECAN PARK PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Qtr 2, 2017			Qtr 3, 2017			Qtr 4, 2017			Qtr 1, 2018			Qtr 2, 2018		
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	NOTICE TO PROCEED	0 days	Mon 5/15/17	Mon 5/15/17															
2	FINAL DESIGN PHASE SERVICES	180 days	Mon 5/15/17	Fri 11/10/17															
3	60% Submittal Preparation	100 days	Mon 5/15/17	Tue 8/22/17															
4	Submit 60% Submittal	0 days	Tue 8/22/17	Tue 8/22/17															
5	City Review of 60% Submittal	14 days	Wed 8/23/17	Tue 9/5/17															
6	90% Submittal Preparation	35 days	Wed 9/6/17	Tue 10/10/17															
7	Submit 90% Submittal	0 days	Tue 10/10/17	Tue 10/10/17															
8	City Review of 90% Submittal	7 days	Wed 10/11/17	Tue 10/17/17															
9	Incorporate Final Comments From City	7 days	Wed 10/18/17	Tue 10/24/17															
10	Final (Bid Ready) Submittal Preparation	7 days	Wed 10/25/17	Tue 10/31/17															
11	Obtain Utility Signatures	3 days	Wed 11/1/17	Fri 11/3/17															
12	Obtain City Signatures	6 days	Sat 11/4/17	Thu 11/9/17															
13	Submit Final (Bid Ready) Submittal	1 day	Fri 11/10/17	Fri 11/10/17															
14	BID PHASE SERVICES	28 days	Fri 11/10/17	Fri 12/8/17															
15	Submit Final Construction Documents	0 days	Fri 11/10/17	Fri 11/10/17															
16	Advertise Project	28 days	Sat 11/11/17	Fri 12/8/17															
17	Open Bids	0 days	Fri 12/8/17	Fri 12/8/17															
18	CONSTRUCTION PHASE SERVICES	147 days	Sat 12/9/17	Fri 5/4/18															
19	Award Contract	27 days	Sat 12/9/17	Thu 1/4/18															
20	Construction Duration	120 days	Fri 1/5/18	Fri 5/4/18															
21	Construction Completion	0 days	Fri 5/4/18	Fri 5/4/18															

Task		Inactive Task		Manual Summary	
Split		Inactive Task		Start-only	
Milestone		Inactive Milestone		Finish-only	
Summary		Inactive Summary		Progress	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only			
External Milestone		Manual Summary Rollup			

REVISED: 04/24/17

OPINION OF PROBABLE CONSTRUCTION COSTS FOR SOMERTON DR., VENTURE LN., AND PECAN PARK PROJECT

BID ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	SOMERTON DR. / BANDRIDGE	VENTURE LN.	PECAN PARK	TOTAL QTY	SUBTOTAL COST
SECTION 1 - GENERAL WORK								
1	Implementation and Management of the SW3P, In Accordance with the Plans and Specifications	LS	\$5,000.00				1	\$5,000.00
2	Furnish Performance and Payment Bonds and Insurance	LS	\$15,000.00				1	\$15,000.00
3	Tree Protection and Trimming Services including Fencing, Zero Curb Cut and Vapor Barriers, Complete-in-Place, In Accordance with the Plans and Specifications	LS	\$25,000.00				0	\$0.00
4	Tree Removal (12" to 24" Diameter), Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$600.00			2.00	2	\$1,200.00
5	Furnish, Install and Maintain Traffic Control Devices and appurtenances, in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete-in-Place, In Accordance with the Plans and Specifications	MO	\$2,500.00				5	\$12,500.00
6	Videotaping of Project Limits prior to Construction, Complete-in-Place, In Accordance with the Plans and Specifications	LS	\$500.00				1	\$500.00
7	Remove and Reinstall Mailboxes, Traffic Signs, Street Signs etc. as Necessary to Accomplish Work, Complete-in-Place, In Accordance with the Plans and Specifications	LS	\$2,500.00				1	\$2,500.00
SUBTOTAL SECTION 1 - GENERAL WORK:								\$36,700.00
SECTION 2 - PAVING								
8	Remove and Dispose of Old Concrete Pavement (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$5.00	5005.78			5,006	\$25,028.89
9	Remove and Dispose of Old Concrete Driveways (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$5.00	400.00			400	\$2,000.00
10	Remove and Dispose of Old Concrete Curb or Curb and Gutter, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$2.50	3218.00			3,218	\$8,045.00
11	Adjust Existing Manhole to New Grade, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$650.00	3.00			3	\$1,950.00
12	Roadway Excavation including Stripping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	\$12.50				0	\$0.00
13	Borrow, Complete-in-Place, In Accordance with the Plans and Specifications	CY	\$15.00	500.00		200.00	700	\$10,500.00
14	Prepare and Compact 6" Lime Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$3.00	5506.36		4888.89	10,395	\$31,185.73
15	Furnish Lime (7% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications	TON	\$165.00	103.89		92.24	196	\$32,362.55
16	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$65.00	5005.78		4444.44	9,450	\$614,264.44
17	Removal of Concrete Sidewalks, Complete in Place, In Accordance with the Plans and Specifications	SY	\$3.50	444.44		100.00	544	\$1,905.56
18	Furnish and Install 4 1/2" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$50.00	444.44		100.00	544	\$27,222.00
19	Furnish and Install Wheelchair Ramps at Intersections, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$2,000.00	8.00			8	\$16,000.00
20	Furnish and Install 6" Reinforced Concrete Driveways, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$55.00	400.00			400	\$22,000.00
21	Furnish and Install Temporary Residential Driveway, In Accordance with the Plans and Specifications	EA	\$500.00	16.00		1.00	17	\$8,500.00
22	Furnish and Install 6-inch Reinforced Concrete Curb, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$5.00	3218.00			3,218	\$16,090.00
SUBTOTAL SECTION 2 - PAVING:								\$817,054.18
SECTION 3 - STORM SEWER								
23	Remove and Dispose of Existing 18" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$14.00	150.00			150	\$2,100.00
24	Remove and Dispose of Existing Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$500.00	11.00			11	\$5,500.00
25	Furnish and Install 24" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$75.00	150.00			150	\$11,250.00
26	Furnish and Install 36" RCP (Class III C-76), All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$125.00			200.00	200	\$25,000.00
27	Furnish and Install Type 'B-B' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$2,250.00	11.00			11	\$24,750.00
28	Furnish and Install Type 'A' Inlet, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$2,500.00			1.00	1	\$2,500.00
29	Furnish and Install Storm Manhole, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$4,000.00	2.00		2.00	4	\$16,000.00
30	Trench safety System Construction of Storm Sewer, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$1.00	150.00		200.00	350	\$350.00
SUBTOTAL SECTION 3 - STORM SEWER:								\$87,450.00

OPINION OF PROBABLE CONSTRUCTION COSTS FOR SOMERTON DR., VENTURE LN., AND PECAN PARK PROJECT

BID ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	SOMERTON DR. / BANDRIDGE	VENTURE LN.	PECAN PARK	TOTAL QTY	SUBTOTAL COST
SECTION 4 - STORM WATER POLLUTION PREVENTION								
31	Furnish and Install Block Sodding, Complete-in-Place, In Accordance with the Plans and Specifications	SY	\$4.50	400.00	100.00	625.00	1,125	\$5,062.50
32	Furnish and Install Inlet Protection Barrier (Stage I), Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$100.00	10.00	2.00	6.00	18	\$1,800.00
33	Furnish and Install Reinforced Filter Fabric Fence, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$3.00			500.00	500	\$1,500.00
34	Portable Concrete Truck Washout Structures	LS	\$2,500.00			2.00	2	\$5,000.00
SUBTOTAL SECTION 4 - STORM WATER POLLUTION PREVENTION PLAN:								\$13,362.50
SECTION 5 - WATER ITEMS								
35	Furnish and Install 12" PVC (AWWA C900) Class 150 Waterline including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances, Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$125.00	1590.00	311.00		1,901	\$237,625.00
36	Trench Safety System Waterline Construction (All Depths), Complete-in-Place, In Accordance with the Plans and Specifications	LF	\$1.00	1590.00	311.00		1,901	\$1,901.00
37	Furnish and Install 12" Gate Valve with Box, AWWA C509 IBBM, NRS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$3,200.00	2.00			2	\$6,400.00
38	Furnish and Install Fire Hydrant Assembly, AWWA 502, Mechanical Joint Inlet, incl. Fire Hydrant, 6" Lead, and Barrel Extensions, ALL DEPTHS, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$3,500.00	4.00	1.00		5	\$17,500.00
39	Remove and Salvage Existing Fire Hydrant, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$625.00	4.00	1.00		5	\$3,125.00
40	Furnish and Install 12-inch by 12-inch Tapping Sleeve and Valve with Box, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$6,500.00	2.00	2.00		4	\$26,000.00
41	Relocate Existing Water Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$350.00	16.00			16	\$5,600.00
42	Install Meter Box Furnished by City, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$250.00	16.00			16	\$4,000.00
43	Furnish and Install 3/4" - 1" Single Short Service Replacement Incl. Reconnect To Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$600.00	8.00			8	\$4,800.00
44	Furnish and Install 3/4" - 1" Single Long Service Replacement Incl. Reconnect To Meter, Complete-in-Place, In Accordance with the Plans and Specifications	EA	\$1,000.00	8.00			8	\$8,000.00
SUBTOTAL SECTION 5 - WATER ITEMS:								\$314,951.00
SUBTOTAL SECTIONS 1-5:								\$1,270,000.00
MISC ITEMS (25%)								\$318,000.00
GRAND TOTAL								\$1,588,000.00

SOMERTON DR., VENTURE LN. PROJECT
 CITY OF LA PORTE
 MANHOUR ESTIMATE
 BINKLEY & BARFIELD, INC.
 DATE: 4/24/2017

SHT NO.	DESCRIPTION	Prin \$231.00	Sr. Project Mgr. \$218.25	Project Engr. \$185.00	Sr. CADD Designer \$129.00	CADD Designer \$116.00	Clerical \$72.00	TOTAL HRS	TOTAL
FINAL DESIGN PHASE (60%, 90%, FINAL SUBMITTALS)									
1	Cover Sheet / Vicinity Map			2	3	3		8	\$1,105
2	Drawing List			2	3	3		8	\$1,105
3	General Notes			2	3	3		8	\$1,105
4	Legend, Abbreviations, and Keyed Construction Notes			2	3	3		8	\$1,105
5	Survey Control Map (Additional Services)								
6	Survey Control Data (Additional Services)								
7	Typical Sections - Sheet 1			6	6	12		24	\$3,276
8	Typical Sections - Sheet 2			6	6	12		24	\$3,276
9	Existing Drainage Area Map - Bandridge/Somerton			6	6	12		24	\$3,276
10	Existing Drainage Area Map - Pecan Park							0	\$0
11	Proposed Drainage Area Map - Bandridge/Somerton			8	8	12		28	\$3,904
12	Proposed Drainage Area Map - Pecan Park							0	\$0
13	Drainage Calculations - Bandridge/Somerton			8	8	12		28	\$3,904
14	Drainage Calculations - Pecan Park							0	\$0
15	Plan & Profile Bandridge Rd. - Sta 0+00 to 5+00			8	8	10		26	\$3,672
16	Plan & Profile Bandridge Rd. - Sta 5+00 to 5+85			6	6	10		22	\$3,044
17	Plan & Profile Somerton Dr. - Sta 5+85 to 10+85			8	8	12		28	\$3,904
18	Plan & Profile Somerton Dr. - Sta 10+85 to 15+85			8	8	12		28	\$3,904
19	Plan & Profile Somerton Dr. - Sta 15+85 to 16+09			4	4	8		16	\$2,184
20	Plan & Profile Venture Ln. - Sta 0+00 to 3+11			8	8	14		30	\$4,136
21	Pecan Park Site Layout - Sheet 1							0	\$0
22	Pecan Park Site Layout - Sheet 2							0	\$0
23	Plan & Profile Pecan Park Critical Locations							0	\$0
24	Driveway Data			8	6	10		24	\$3,414
25	Cross Sections - Sheet 1			4	6	10		20	\$2,674
26	Cross Sections - Sheet 2			4	6	10		20	\$2,674
27	Cross Sections - Sheet 3			4	6	10		20	\$2,674
28	Traffic Control Plan Notes and Layouts (Additional Services)								
29	Traffic Control Plan - Details (Additional Services)								
30	Traffic Control Plan - Phase 1 (Additional Services)								
31	Traffic Control Plan - Phase 2 (Additional Services)								
32	Stormwater Pollution Prevention Plan -Sheet 1 (Additional Services)								
33	Stormwater Pollution Prevention Plan -Sheet 2 (Additional Services)								
34	Stormwater Pollution Prevention Plan - Details (Additional Services)								
35	Water Line Details (Sheet 1 of 2)			4	4	6		14	\$1,952
36	Water Line Details (Sheet 2 of 2)			4	4	6		14	\$1,952
37	Storm Sewer Details (Sheet 1 of 1)			4	4	6		14	\$1,952
38	Pavement Details (Sheet 1 of 2)			4	4	6		14	\$1,952
39	Pavement Details (Sheet 2 of 2)			4	4	6		14	\$1,952
40	Misc Details			4	4	6		14	\$1,952
	Project Management (Including Internal QA/QC)		40					40	\$8,730
	Milestone Review Meetings (3)		5	6			3	14	\$2,417
	Specifications / Bidsheet		5	8			2	15	\$2,715
	Construction Cost Estimate		6	12			2	20	\$3,674
	Coordination with Private Utilities / Regulatory Agencies		2	8			1.78	11.78	\$2,045
	Response to Review Comments / Signatures		3	6	2	2	2	15	\$2,399
	FINAL DESIGN PHASE TOTALS		61	168	138	216	10.78	593.78	\$88,027
BIDDING PHASE									
	Pre-Bid Meeting		4	4			4	12	\$1,901
	Addenda Preparation		2	4			3	9	\$1,393
	Bid Tabulation		2	4			3	9	\$1,393
	Bid Recommendation		3	3			2.35	8.35	\$1,379
	BIDDING PHASE TOTALS		11	15	0	0	12.35	38.35	\$6,065
CONSTRUCTION PHASE									
	Pre-Construction Meeting		2	2			2.13	6.13	\$960
	Respond to RFI's/Change Orders		3	8			3	14	\$2,351
	Review Submittals		6	8			4	18	\$3,078
	Monthly Site Visits/Progress Meetings - 5		7	7			4	18	\$3,111
	Check Contractor Pay Request		3	9			8	20	\$2,896
	Final Walk Through		2	2			4	8	\$1,095
	Record Drawings		0	4	8	4		16	\$2,236
	CONSTRUCTION PHASE TOTALS		23	40	8	4	25.13	100.13	\$15,725
ADDITIONAL SERVICES (5% MARKUP ADDED TO SUBCONSULTANT SERVICES)									
	1 Surveying (Baseline Corp.)								23,888
	2 Geotechnical Investigation (Geoscience Engineering and Testing)								3,563
	3 Traffic Control Plan with Details		4	10	4	15.19		33.19	5,001
	4 SWPPP with Details		3	6	6.7	6		21.7	3,325
	5 TDLR Approval (Otten)								869
	ADDITIONAL SERVICES TOTAL								36,646
REIMBURSABLE EXPENSES									
	Misc. Reimbursables								\$522
	REIMBURSABLE EXPENSES TOTAL								\$522
SUMMARY:									
	FINAL DESIGN PHASE TOTAL								\$88,027
	BIDDING PHASE TOTALS								\$6,065
	CONSTRUCTION PHASE TOTAL								\$15,725
	ADDITIONAL SERVICES TOTAL								\$36,646
	REIMBURSABLE EXPENSES TOTAL								\$522
	TOTAL FEE								\$146,985

PECAN PARK PROJECT
 CITY OF LA PORTE
 MANHOUR ESTIMATE
 BINKLEY & BARFIELD, INC.
 DATE: 5/1/2017

SHT NO.	DESCRIPTION	Prin \$231.00	Sr. Project Mgr. \$218.25	Project Engr. \$185.00	Sr. CADD Designer \$129.00	CADD Designer \$116.00	Clerical \$72.00	TOTAL	TOTAL
FINAL DESIGN PHASE (60%, 90%, FINAL SUBMITTALS)									
1	Cover Sheet / Vicinity Map				1	1	1	3	\$430
2	Drawing List				2	2	2	6	\$860
3	General Notes				1	1	1	3	\$430
4	Legend, Abbreviations, and Keyed Construction Notes				2	2	2	6	\$860
5	Survey Control Map (Additional Services)								
6	Survey Control Data (Additional Services)								
7	Typical Sections - Sheet 1				2	2	3	7	\$976
8	Existing Drainage Area Map - Pecan Park				4	2	6	12	\$1,694
9	Proposed Drainage Area Map - Pecan Park				4	2	6	12	\$1,694
10	Drainage Calculations - Pecan Park				4	2	6	12	\$1,694
11	Pecan Park Site Layout - Sheet 1				4	2	6	12	\$1,694
12	Pecan Park Site Layout - Sheet 2				4	2	6	12	\$1,694
13	Plan & Profile Pecan Park Critical Locations				4	2	6	12	\$1,694
14	Cross Sections - Sheet 1				2	2	3	7	\$976
15	Traffic Control Plan Notes and Layouts (Additional Services)								
16	Traffic Control Plan - Details (Additional Services)								
17	Stormwater Pollution Prevention Plan -Sheet 1 (Additional Services)								
18	Stormwater Pollution Prevention Plan - Details (Additional Services)								
19	Storm Sewer Details (Sheet 1 of 1)				2	2	2	6	\$860
20	Pavement Details				1	2	2	5	\$675
	Project Management (Including Internal QA/QC)		8					8	\$1,746
	Milestone Review Meetings (3)		2	2			0.5	4.5	\$843
	Specifications / Bidsheet		2	4			0.5	6.5	\$1,213
	Construction Cost Estimate		2	4			0.5	6.5	\$1,213
	Coordination with Private Utilities / Regulatory Agencies		2	4			0.5	6.5	\$1,213
	Response to Review Comments / Signatures		2	4	2	2	0.5	10.5	\$1,703
FINAL DESIGN PHASE TOTALS			18	55	28	54	2.5	157.5	\$24,160
BIDDING PHASE									
	Pre-Bid Meeting		1	2			1	4	\$660
	Addenda Preparation		1	2			1	4	\$660
	Bid Tabulation		1	2			1	4	\$660
	Bid Recommendation		1	2			1	4	\$660
BIDDING PHASE TOTALS			4	8	0	0	4	16	\$2,641
CONSTRUCTION PHASE									
	Pre-Construction Meeting		1	2			1	4	\$660
	Respond to RFIs/Change Orders		1	2			1	4	\$660
	Review Submittals		1	2			1	4	\$660
	Monthly Site Visits/Progress Meetings		1	2			1	4	\$660
	Check Contractor Pay Request		1	2			1	4	\$660
	Final Walk Through		1	2			1	4	\$660
	Record Drawings		1	2	2	4		9	\$1,310
CONSTRUCTION PHASE TOTALS			7	14	2	4	6	33	\$5,272
ADDITIONAL SERVICES (5% MARKUP ADDED TO SUBCONSULTANT SERVICES)									
	1	Surveying (Baseline Corp.)							5,696
	2	Geotechnical Investigation (Geoscience Engineering and Testing)							1,556
	3	Traffic Control Plan with Details		1	2	1	4	8	1,181
	4	SWPPP with Details		1	3	1	2	7	1,134
	5	TDLR Approval (Otten)							375
ADDITIONAL SERVICES TOTAL									9,942
REIMBURSABLE EXPENSES									
	Misc. Reimbursables								\$228
REIMBURSABLE EXPENSES TOTAL									\$228
SUMMARY:									
FINAL DESIGN PHASE TOTAL									\$24,160
BIDDING PHASE TOTALS									\$2,641
CONSTRUCTION PHASE TOTAL									\$5,272
ADDITIONAL SERVICES TOTAL									\$9,942
REIMBURSABLE EXPENSES TOTAL									\$228
TOTAL FEE									\$42,243



Binkley & Barfield, Inc.
Billable Fee Schedule
Effective 2017

<u>CLASSIFICATION</u>	<u>2017 BILLABLE RATES</u>
Principal (Eng. VII)	\$231.00
Sr. Project Manager (Eng. VI)	\$218.25
Project Manager (Eng. V)	\$185.00
Structural Engineer	\$185.00
Project Engineer (Eng. IV)	\$155.00
Process/Civil/Engineer	\$155.00
Electrical & Instrumentation Engineer	\$155.00
Associate/Staff Engineer (Eng. III)	\$132.00
Graduate Engineer (EIT)	\$105.00
Crew - 2 man	\$176.00
Sr. Designator	\$105.00
Designator	\$90.00
Production Manager	\$205.00
Production Technician	\$80.00
Sr. Electrical Designer	\$136.00
Sr. CADD/Designer	\$129.00
CADD/Designer	\$116.00
CADD Technician	\$95.00
Sr. Clerical / Sr. Administrator	\$78.75
Clerical / Administrator	\$72.00
3D Modeling (Per day)	\$750.00



**GENERAL CONDITIONS OF AGREEMENT
BETWEEN OWNER AND ENGINEER**

1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses, shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with his current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project. The Owner shall furnish all legal, accounting and insurance counseling services, land survey information, soils and laboratory testing, and other special consultants. The Engineer shall be entitled to rely on the completeness and accuracy thereof. If the Owner observes, or otherwise becomes aware of any fault or defect in the Project, prompt written notice thereof shall be given by the Owner to the Engineer.

2. FEES

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the fees set forth in the attached agreement. Unless otherwise specified, fees shall be paid to the Engineer in accordance with monthly billings based upon work performed and expenses incurred during that month. Any payments not made within thirty (30) days on statements rendered shall be subject to a charge for interest at the maximum legal rate of interest, beginning 30 days after the date of the statement, and failure to make any payments when due shall entitle Engineer to terminate the Agreement or suspend services. The Engineer's final payment is due and payable upon completion of the Engineer's services.

3. OWNERSHIP OF DOCUMENTS

Original drawings, plans and specifications prepared by the Engineer shall be and remain the property of the Owner, and the Owner agrees that it will not use the plans in connection with any project other than the Project, without the prior written consent of the Engineer. Specifications to be used at the City's discretion. The Engineer may retain reproducible copies of such documents.

4. TERMINATION; SUSPENSION OF WORK

This Agreement may be terminated by either party by seven days' written notice should the other party fail substantially to perform in accordance with the terms hereof, through no fault of the party giving notice of the termination. If the Project is terminated, abandoned or suspended, the Engineer shall be equitably paid for services rendered prior to effective termination notice date and for reasonable termination expenses. Payment to be in accordance with 'fees' section of proposal.

5. PROFESSIONAL RESPONSIBILITIES

Services will be performed in accordance with sound and generally accepted principles as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The Engineer shall not be liable for any indirect or consequential loss or damage arising out of the performance of services hereunder, including, but not limited to, loss of profit, or business interruption, unless caused by negligence of the Engineer. The Engineer shall use reasonable and acceptable methods in preparing designs and cost estimates and in providing Construction Phase Services (where required) but does not serve as guarantor and shall not be responsible for bids varying above or below estimates, or for the Construction Contractor's failure to perform the work in accordance with the Construction Documents. Revisions to Contract Documents during the Construction Phase resulting in added construction work are not unusual; therefore, reasonable Construction Phase contingency reserve funds should be established by the Owner.

The Engineer shall be included as additional insured, where construction is involved, on the Builder's Risk policy (on All-Risk Basis) and on Owner's Protective Liability Policy. The Engineer shall not have control of or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the activities of the Construction Contractor.

As to warranty of, or patent indemnity on, items of machinery, equipment, or other projects manufactured by others, or work of construction contractors, subcontractors, or manufacturers, the Engineer's responsibility with respect thereto is limited to the assignment of the Engineer to the owner of the Construction Contractor's (or manufacturer's) warranty, guaranty, or patent indemnity, and the Engineer agrees to cooperate with the owner in the enforcement thereof.

6. CONSTRUCTION SERVICES

When requested by the Owner, provide periodic review of construction activities. The Engineer will make visits to the construction site as requested to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; he will not be responsible for the techniques and sequences of construction or the safety precautions incidents thereto; and he will not be responsible or liable in any degree for the contractor's failure to perform the construction work in accordance with the contract documents. During visits to the construction site and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, the Engineer will keep the Owner informed of the extent of the progress of the work and advise the Owner of material and substantial defects and deficiencies in the work of contractors that are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

When requested, review samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of material and equipment, and other data which the contractor submits. This review is for the benefit of the Owner and requires only general conformance with the design concept of the Project and general compliance with the information by the contract documents. It does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and

the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract documents.

7. PROJECT REPRESENTATION

When requested by the Owner, furnish the services of Project Representatives and other field personnel for part-time on-the-site observation of the Owner's construction project. The authority and duties of such resident Project Representatives are limited to observing the work done and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use its best efforts to see that the Project Representatives are on the job to perform their required duties.

It is agreed that the Engineer does not underwrite, guarantee, or ensure work done by contractors and, because it is the contractor's responsibility to perform the work in accordance with the contract documents, the Engineer is not responsible or liable for contractor's failure to do so. Failure by any 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 contractor for liability therefore or subject the Engineer to any liability for any such defects or deficiencies.

8. REVIEW SERVICES

When requested by the Owner, provide review of documents, designs, developments, reports, studies, surveys, data, etc. prepared by entities other than the Engineer and provide input, comments, and/or recommendations and such response deemed appropriate by the Engineer to assist the Owner.

Such reviews by the Engineer are for the purpose of aiding the Owner and providing an Engineer's input to assist the Owner in obtaining a better product. The review of such items, not prepared by the Engineer, does not relieve the preparer of the data of any responsibilities associated with the data, document or design. The review by the Engineer is for the Owner's benefit and in no way transfers the liability or the responsibility for the preparation of the data, document or design onto the Engineer. Failure by the Engineer or his personnel to discover defects or deficiencies in the data, document or design being reviewed shall never relieve the preparer of such data, document or design for liability therefore or subject the Engineer to any liability for any such defects or deficiencies.

9. ENGINEER'S LIABILITY

The Engineer agrees to carry throughout the duration of this agreement Professional Errors and Omissions Insurance (or Professional Liability Insurance, however named) with a minimum policy amount of \$1,000,000 general aggregate. A certificate of such insurance shall be provided to the Owner for approval. This insurance must be written by a company licensed to do business in Texas, and the certificate shall provide that the Owner shall receive advance notice prior to any cancellation of such policy.

The Engineer agrees to carry out and perform the services herein agreed to in a professional and competent manner. The Owner agrees that the Engineer shall not be liable for error, omission, or breach of warranty



(either expressed or implied) in its design work, preparation of surveys, plans and specifications, designation and selection of materials and equipment for the Project, or observation of the construction work or reviews except to the extent that it fails to exercise the usual degree of care and judgment of a reasonably prudent engineer in the same or similar circumstances and conditions. Except to the extent expressly provided above, the Engineer does not underwrite, guarantee or insure any construction work done by any contractors, nor shall the Engineer be responsible or liable for any contractor's failure to do such work or for the safety precautions taken by any contractor incident to construction work. It is further agreed that no contractor shall ever be relieved of liability for any defect or deficiency in his construction work due to any act or omission of the Engineer.

10. FORCE MAJEURE

The Engineer shall not be responsible or liable for any loss, damage, or delay caused by force majeure, which shall include riot insurrection, embargo, fire or explosion, the elements, act of God, epidemic, war, vandalism or sabotage, earthquake, flood, strike, boycott, picketing, act of any government official or agency – civil or military, unavoidable accident, unlawful act of their parties, or any cause, whether or not similar to the foregoing, which loss, damage or delay is beyond the Engineer's reasonable control.

11. MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of Harris County, Texas.

12. SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds itself and its partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other and they further agree that the Agreement represents the entire understanding of the Owner and the Engineer and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and Engineer agree to the full performance of the covenants contained herein.



April 6, 2017

Mr. Todd Calvin, PE
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, Texas 77008

**RE: REVISED ROPOSAL FOR THREE (3) PROJECTS IN THE
CITY OF LA PORTE, HARRIS COUNTY, TEXAS**

Dear Mr. Calvin:

Baseline Corporation (Baseline) appreciates the opportunity to provide this proposal for professional services to Binkley & Barfield (Client) for topographic surveying for three (3) separate projects, all located in the City of La Porte. A detailed proposal for each project follows. This proposal is based on emails and conversations between Baseline and the Client and exhibits, maps, and plans provided by the Client. *This revised proposal supersedes any and all prior proposal prepared by Baseline.*

**PROJECT 1 - PAVING AND WATER LINE ALONG AND ADJOINING SOMERTON DRIVE AND
BANDRIDGE ROAD**

Project Description:

Baseline shall provide topographic surveying along Somerton Drive from Spencer Highway to Bandridge Road and along Bandridge Road from Somerton Drive to the east line of a concrete lined drainage channel and also for topographic surveying of the Water Plant Site located east of the concrete lined drainage channel and south of Bandridge Road (Project). Topographic surveying shall also extend for approximately 150 feet along side streets from their intersection with Somerton Drive or Bandridge Road. The total length of all streets within the Project is approximately 2,500 feet. The Water Plant Site is approximately 2.5 acres in area. The Project is located within Brookglen Subdivision, Section 1, in the City of La Porte.

Scope of Services:

Baseline shall perform and provide the following:

- Establish horizontal and vertical control along the streets listed above. Horizontal control shall be based on the North American Datum of 1983 (NAD 83) CORS Adjustment – Texas Coordinate System, South Central Zone (surface datum). Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88) 2001 Adjustment, using Harris County Flood Control District (HCFCD) Reference Marks in the Project vicinity. Baseline shall provide a vertical adjustment factor between HCFCD Datum and the City of La Porte survey control (if such control exists and is furnished to Baseline). Horizontal and vertical survey control points shall be placed at a maximum of 800 feet apart and where needed to perform the work.
- Locate and identify the existing right-of-way lines of the streets listed above and the boundary lines of the Water Plant Site.

- Perform a topographic and utility survey of the streets to 10 feet outside the right-of-way lines of Somerton Drive, Bandridge Road, and any intersecting side streets (Project Limits). Services shall include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within the Project Limits. Cross sections shall be obtained at intervals not to exceed 100 feet. Baseline shall contact “The Texas Excavation System” to have utilities and pipelines flagged prior to beginning the surveys. Utilities and pipelines within the Project Limits shall be located and tied based on visual evidence and available plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Features such as signs, pavement markings, fences, trees, landscaping and other existing features will be detailed and shown on the survey. Geotechnical borings will be tied if visually evident on the ground.
- Perform a topographic and utility survey of the Water Plant Site, providing the same services as listed above for the topographic and utility survey of the streets. Elevations within the Water Plant Site shall be obtained on an approximate 100 foot grid.

Baseline will not be responsible for locating utilities which are not visible and those utilities and pipelines that are not marked and flagged by utility agencies in response to the initial “The Texas Excavation System” notification at the time the field surveys are performed. Additional field visits after the surveys are complete will be performed as an additional service (see Additional Services below).

Compensation:

The above Scope of Services shall be completed for the following Lump Sum Fees:

1. Control Survey and Mapping	\$2,675.00
2. Topographic Survey & ROW of Streets	\$11,500.00
3. <u>Topographic Survey of Water Plant Site</u>	<u>\$2,800.00</u>
Total	\$16,975.00

The above referenced fees are subject to change if items 1-3 are not authorized simultaneously.

Deliverables:

Baseline shall provide the following to the Client:

- Survey control sheets for the construction plan sets.
- AutoCAD Civil 3D topographic survey.
- Survey field notes and electronic files.

Schedule:

The Scope of Services above shall be completed within approximately forty-five (45) calendar days from the date of authorization of this proposal.

Additional Services:

Services not mentioned in the above Scope of Services can be completed on a “Time and Materials” basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Surveying outside the project limits referenced herein.
2. Obtaining topographic or cross section data within the concrete lined drainage channel west of the water plant.
3. Staking right-of-way or property lines.
4. Showing utilities or other information based on Record Drawings or As-built Drawings on the topographic survey. Only visible or marked utilities will be shown on the completed survey.
5. Re-marking survey control after the field surveys are complete.
6. Construction staking.

Client Provided Services:

1. City of La Porte Survey Control (if such control exists).
2. Record Drawings and As-built Drawings to aid field locating of visible utilities.
3. Any surveys, deeds or other available documentation that may aid Baseline in completing the Scope of Services herein.

PROJECT 2 - WATER LINE PROJECT ALONG VENTURE LANE

Project Description:

Baseline shall provide topographic surveying along Venture Lane from the west right-of-way line of Somerton Drive on the west to the east right-of-way line of Brookwood Drive on the east (Project). The total length of the Project is approximately 450 feet. The Project is located within Brookglen, Section 3, a recorded subdivision within the City of La Porte.

Scope of Services:

Baseline shall perform and provide the following:

- Establish horizontal and vertical control along Venture Lane. Horizontal control shall be based on the North American Datum of 1983 (NAD 83) CORS Adjustment – Texas Coordinate System, South Central Zone (surface datum). Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88) 2001 Adjustment, using Harris County Flood Control District (HCFCD) Reference Marks in the Project vicinity. Baseline shall provide a vertical adjustment factor between HCFCD Datum and the City of La Porte survey control (if such control exists and is furnished to Baseline). Horizontal and vertical survey control points shall be placed at a maximum of 600 feet apart and where needed to perform the work.
- Locate and identify the existing right-of-way lines of Venture Lane.
- Perform a topographic and utility survey of Venture Lane to 10 feet outside the right-of-way lines of Venture Lane (Project Limits). Services shall include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within the Project Limits. Cross sections on Venture Lane shall be obtained at intervals not to exceed 100 feet. Baseline shall contact “The Texas Excavation System” to have utilities and pipelines flagged prior to beginning the surveys. Utilities and pipelines within the Project Limits shall be located and tied based on visual evidence and available plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Features such as signs, pavement markings, fences, trees, landscaping and other existing features will be detailed and shown on the survey. Geotechnical borings will be tied if visually evident on the ground.

Baseline will not be responsible for locating utilities which are not visible and those utilities that are not marked and flagged by utility agencies in response to the initial “The Texas Excavation System” notification at the time the field surveys are performed. Additional field visits after the surveys are complete will be performed as an additional service (see Additional Services below).

Compensation:

The above Scope of Services shall be completed for the following Lump Sum Fees:

1. Control Survey and Mapping	\$1,025.00
2. <u>Topographic Survey & ROW of Street</u>	<u>\$4,750.00</u>
Total	\$5,775.00

The above referenced fees are subject to change if both items are not authorized simultaneously.

Deliverables:

Baseline shall provide the following to the Client:

- Survey control sheets for the construction plan sets.
- AutoCAD Civil 3D topographic survey.
- Survey field notes and electronic files.

Schedule:

The Scope of Services above shall be completed within approximately thirty (30) calendar days from the date of authorization of this proposal.

Additional Services:

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Surveying outside the project limits referenced herein.
2. Staking right-of-way lines.
3. Showing utilities or other information based on Record Drawings or As-built Drawings on the topographic survey. Only visible or marked utilities will be shown on the completed survey.
4. Re-marking survey control after the field surveys are complete.
5. Construction staking.

Client Provided Services:

1. City of La Porte Survey Control (if such control exists).
2. Record Drawings and As-built Drawings to aid field locating of visible utilities.
3. Any surveys, deeds or other available documentation that may aid Baseline in completing the Scope of Services herein.

PROJECT 3 - NEW PARKING AREA FOR PECAN PARK**Project Description:**

Baseline shall provide a detailed topographic survey to support the design of a new parking area at Pecan Park. The Park is located at 3600 Canada Street in the City of La Porte (Project). The topographic survey shall be performed in the northeast corner of the Park. The survey area is approximately 250 feet in an east-west direction by 400 feet in a north-south direction. The survey area will be bounded by the east right-of-way line of Canada Street on the east; the more northern driveway from Canada Street on the south; the east side of Field #1 on the west; and the fence along the north line of the park on the north (Project Limits).

Scope of Services:

Baseline shall perform and provide the following:

- Establish horizontal and vertical control around the perimeter of the Project Limits. Horizontal control shall be based on the North American Datum of 1983 (NAD 83) CORS Adjustment – Texas Coordinate System, South Central Zone (surface datum). Vertical control shall be based on the North American Vertical Datum of 1988 (NAVD 88) 2001 Adjustment, using Harris County Flood Control District (HCFCD) Reference Marks in the Project vicinity. Baseline shall provide a vertical adjustment factor between HCFCD Datum and the City of La Porte survey control (if such control exists and is furnished to Baseline). Horizontal and vertical survey control points shall be placed where needed to perform the work.
- Locate and identify the existing right-of-way lines of Canada Street.

- Perform a topographic and utility survey of the Project Limits. Services shall also include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within the Project Limits. Cross sections on Canada Street shall be obtained at intervals not to exceed 100 feet. Baseline shall contact "The Texas Excavation System" to have utilities and pipelines flagged prior to beginning the surveys. Utilities and pipelines within the Project Limits shall be located and tied based on visual evidence and available plans and maps. The flow line elevations and pipe sizes shall be obtained on storm sewer lines, sanitary sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Features such as signs, pavement markings, fences, trees, landscaping and other existing features will be detailed and shown on the survey. Geotechnical borings will be tied if visually evident on the ground.

Baseline will not be responsible for locating utilities which are not visible and those utilities that are not marked and flagged by utility agencies in response to the initial "The Texas Excavation System" notification at the time the field surveys are performed. Additional field visits after the surveys are complete will be performed as an additional service (see Additional Services below).

Compensation:

The above Scope of Services shall be completed for the following Lump Sum Fees:

1. Control Survey and Mapping	\$1,300.00
2. <u>Topographic Survey & ROW of Street & Drainage Easement</u>	<u>\$4,125.00</u>
Total	\$5,425.00

The above referenced fees are subject to change if both items are not authorized simultaneously.

Deliverables:

Baseline shall provide the following to the Client:

- Survey control sheets for the construction plan sets.
- AutoCAD Civil 3D topographic survey.
- Survey field notes and electronic files.

Schedule:

The Scope of Services above shall be completed within approximately thirty (30) calendar days from the date of authorization of this proposal.

Additional Services:

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

1. Surveying outside the project limits referenced herein.
2. Staking right-of-way lines.
3. Showing utilities or other information based on Record Drawings or As-built Drawings on the topographic survey. Only visible or marked utilities will be shown on the completed survey.
4. Re-marking survey control after the field surveys are complete.
5. Construction staking.

Client Provided Services:

1. City of La Porte Survey Control (if such control exists).
2. Record Drawings and As-built Drawings to aid field locating of visible utilities.
3. Any surveys, deeds or other available documentation that may aid Baseline in completing the Scope of Services herein.

Authorization:

If this proposal meets with your approval, please sign and return to our office. If you have any questions, please call or email.

Sincerely,

BASELINE CORPORATION
Professional Surveyors

Accepted by Binkley & Barfield, Inc.



Robert L. Davis, RPLS
Manager, Survey Operations

(Signature)

(Name)

(Title)

(Date)



GEO SCIENCE
ENGINEERING & TESTING, INC.

405 E. 20th Street
Houston, Texas 77008
713.861.9700
713.861.4477 Fax

HOUSTON

SAN ANTONIO

March 8, 2017

Binkley & Barfield Inc.
1710 Seamist Drive
Houston, TX 77008

Attention: Todd Calvin, PE
Vice President
Municipal Infrastructure

Reference: Proposed Geotechnical Exploration Scope and Fee Estimate
Somerton - Bandridge / Venture Waterline / Pecan Park
La Porte, Texas
GETI Proposal No. 17-06190

Gentlemen:

GeoScience Engineering & Testing, Inc., (GETI) is pleased to offer this proposal for a geotechnical exploration for the referenced project. We prepared this proposal based on information provided earlier by Binkley and Barfield personnel and our understanding of projects of similar size and location.

Project Location: The site is three locations in La Porte, Texas, namely:

- ✓ Somerton Drive – Bandridge Road
- ✓ Venture Lane
- ✓ Pecan Park

Project Description: The project consists of structures at the above locations, respectively:

- ✓ Pavement and Waterline
- ✓ Waterline Only
- ✓ Paving and Drainage

Assumptions: Our proposal assumes and is based upon the following:

- ✓ site is readily accessible,
- ✓ site does not require clearing for boring access,
- ✓ boring locations can be accessed by truck mounted drilling equipment,
- ✓ concrete coring for boring access is required at two of the three locations.

FIELD INVESTIGATION

The proposed field investigation has been developed to occur in one continuous phase during one drill rig mobilization, and it includes:

Boring No.	Depth (ft.)	Location	Structure / Purpose
1	15	Somerton Drive / Bandridge Road	Pavement / Waterline
2	15	Venture Lane	Waterline
3	15	Pecan Park	Pavement / Drainage
Total Footage	45		

We therefore propose 3 borings totaling 45 ft. of drilling. Mobilization is included in the price.

GETI will contact the Texas One Call System to identify potential underground utilities in conflict with our proposed boring locations. However, please advise us as soon as possible of any already known utilities of which you are aware.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers (ASTM D-1587) and 2-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

A graduate engineer, geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer or torvane, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

GETI will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. We understand these services will be provided in coordination with the project survey team. At the completion of drilling operations, bore holes will be backfilled with grout or cuttings, with cold asphalt patches on existing paved surfaces.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, to evaluate short and long term deformation / swell properties of the materials encountered, and where appropriate, permeability. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, soil gradations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. The report will address:

- ✓ soil and groundwater conditions encountered at the boring locations;
- ✓ pavement design recommendations including rigid or flexible and subgrade stabilization;
- ✓ foundation recommendations for foundation type, bearing strata, bearing pressure, settlement;
- ✓ drainage or waterline structure excavation, bedding and backfill recommendations,
- ✓ earthwork recommendations, with material and compaction requirements; and
- ✓ construction considerations related to soil and groundwater conditions at the borings.

The scope of our geotechnical exploration has been developed in accordance with the prevailing document, entitled:

“Guidelines for Consultants Performing Geotechnical Investigations for Projects Maintained by Harris County, Texas”, Effective Date, January 1, 2011.

COST OF SERVICES

Based on the scope of services described above, we propose lump sum fees of \$4,875.00 for this project, which includes concrete coring for boring access at up to two locations.

These fees will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

PROJECT SCHEDULE

We plan to initiate the base scope studies within five working days of receipt of notice-to-proceed and anticipate that three working days will be required to complete the field investigation (weather and traffic control conditions permitting). You will receive the base scope report approximately 10 to 15 working days following completion of field and laboratory testing operations. If you require a delivery time frame other than that presented above, please advise us at the time of completing the agreement so that we may make the appropriate adjustments in our schedule to accommodate your needs.

We will advise you of the schedule for the optional scope, pending your authorization to proceed. However, we do not anticipate issuing the final report more than two weeks after completion of the field work.

CLIENT OBLIGATIONS

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site This is in addition to GETI advising utility owners through Texas One Call.

Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, GETI will contact the client to discuss accessibility options and associated fees.

AUTHORIZATION

Please sign and return one copy of the proposal where indicated below as your authorization to proceed. By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed work scope. We look forward to working with you on the project.

Respectfully Submitted,
Geoscience Engineering & Testing, Inc.



Digitally signed by
Telfryn L. John, PE
Date: 2017.03.09
15:00:24 -06'00'

Telfryn L. John, PE
Vice President – Engineering Services

Ron Falan

Ronald C. Falan
Executive Vice President
GeoScience Engineering & Testing, Inc.

PROPOSAL ACCEPTED BY:

Signature

Date

Printed Name

Company

Title

GEO TECHNICAL EXPLORATION AND ENGINEERING COST ESTIMATE					
Prepared by GeoScience Engineering & Testing					
Estimate No.:	17-06190				
Proposal Date:	March 8, 2017				
Project:	Somerton - Bandridge / Venture Waterline / Pecan Park				
Location:	LaPorte - Texas				
PLANNING (One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)					
Item	Unit Rate	Unit	Quantity	Cost	
Principal Engineer	\$ 200.00	Hour		\$	-
Senior Engineer	\$ 125.00	Hour		\$	-
Project Engineer	\$ 100.00	Hour		\$	-
Staff Engineer	\$ 75.00	Hour		\$	-
Administrative	\$ 50.00	Hour	3	\$	150.00
Lane Closure Permit	\$ 750.00	LS		\$	-
				Planning Subtotal:	\$ 150.00
FIELD (Borings, Corings, Piezometers)					
Item	Unit Rate	Unit	Quantity	Cost	
Vehicle (Pickup Truck)	\$ 65.00	Day	1	\$	65.00
Field Soil Technician	\$ 65.00	Hour		\$	-
Field Engineer	\$ 75.00	Hour	4	\$	300.00
Project Engineer	\$ 100.00	Hour		\$	-
Labor Per Diem	\$ 150.00	Day		\$	-
Traffic Control	\$ 1,500.00	Day		\$	-
Concrete Coring Setup	\$ 200.00	LS	1	\$	200.00
Concrete Coring Up to 6-inch Diameter	\$ 100.00	Each	2	\$	200.00
Truck Drilling Rig Mobilization	\$ 250.00	Lump Sum	1	\$	250.00
Truck Drilling Rig Mobilization	\$ 5.00	Mile		\$	-
Truck Drilling (0-50 ft) - Soil	\$ 15.00	Foot	45	\$	675.00
Truck Drilling (51-100 ft) - Soil	\$ 17.50	Foot		\$	-
Rock Coring Set Up	\$ 85.00	Hole		\$	-
Drilling - Soft Rock	\$ 22.50	Foot		\$	-
Drilling - Hard Rock	\$ 25.00	Foot		\$	-
Drill Crew Per Diem	\$ 150.00	Day		\$	-
Hand Auger Equipment Charge	\$ 50.00	Day		\$	-
Photoionization Detector	\$ 100.00	Day		\$	-
TCP Tests	\$ 20.00	Each		\$	-
Piezometer (in existing boring)	\$ 15.00	Foot		\$	-
Borehole Grouting	\$ 5.00	Foot		\$	-
Sample Shipping	\$ 50.00	LS		\$	-
Steam Cleaner	\$ 250.00	Day		\$	-
Field Supplies	\$ 25.00	LS		\$	-
				Field Subtotal:	\$ 1,690.00
LABORATORY (Classification, Strength, Swell Potential)					
Item	Unit Rate	Unit	Quantity	Cost	
Project Engineer (Lab Assignments)	\$ 100.00	Hour	2	\$	200.00
Sr. Engineer (Lab Assignments)	\$ 125.00	Hour		\$	-
Moisture Content / Classification	\$ 5.00	Each	18	\$	90.00
Atterberg Limits	\$ 35.00	Each	6	\$	210.00
- No. 200 Sieve	\$ 35.00	Each	6	\$	210.00
Soil Unit Weight	\$ 10.00	Each		\$	-
Unconfined Compression	\$ 50.00	Each	3	\$	150.00
UU Triaxial	\$ 75.00	Each		\$	-
Swell	\$ 75.00	Each		\$	-
Consolidation	\$ 500.00	Each		\$	-
Hydrometer	\$ 100.00	Each		\$	-
Sulfates	\$ 50.00	Each		\$	-
Other Chemical Analysis	\$ -	LS		\$	-
				Laboratory Subtotal:	\$ 860.00
BORING LOG PREPARATION					
Item	Unit Rate	Unit	Quantity	Cost	
Principal Engineer	\$ 200.00	Hour		\$	-
Senior Engineer	\$ 125.00	Hour	1	\$	125.00
Project Engineer	\$ 100.00	Hour	3	\$	300.00
Staff Engineer	\$ 75.00	Hour		\$	-
Administrative	\$ 50.00	Hour		\$	-
				Boring Log Preparation Subtotal:	\$ 425.00
ANALYSIS AND REPORT					
Item	Unit Rate	Unit	Quantity	Cost	
Principal Engineer	\$ 200.00	Hour	2	\$	400.00
Senior Engineer	\$ 125.00	Hour		\$	-
Project Engineer	\$ 100.00	Hour	12	\$	1,200.00
Staff Engineer	\$ 75.00	Hour		\$	-
Administrative	\$ 50.00	Hour	3	\$	150.00
Overnight Shipping (for Hard Copies)	\$ 50.00	LS		\$	-
Report Supplies (for Hard Copies)	\$ 50.00	LS		\$	-
				Analysis and Report Subtotal:	\$ 1,750.00
				PROJECT TOTAL:	\$ 4,875.00

GENERAL TERMS AND CONDITIONS

Payment Terms: Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month (18% per annum). If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Reasonable attorney fees, personnel charges, or any costs incurred in collecting delinquent accounts will be charged to the client. All sums due are payable in Harris County, Texas. In the event client requests termination prior to completion, a termination charge in the amount equal to all charges incurred through the date services are stopped plus any shut down costs may, at the discretion of Geoscience Engineering & Testing, Inc. (GETI) be made. If GETI is required to stop operations because of changes in the scope of services as requested by the client or requirements of third parties, additional charges will be applicable. GETI reserves the right to withhold any letters and reports pending payment for services.

Standard of Care: GETI will represent CLIENT in a professional manner, using proper skills and care normally associated with the type of project and geographical location of the project. The only warranty or guarantee made by GETI about the services requested or performed hereunder is that we will use that level of skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for services or by furnishing oral or written reports.

Sample Disposal Agreement: Unless otherwise requested, test specimens will be disposed of immediately upon completion of testing. Upon written request, GETI will retain test specimens for a specified period, to be determined at the time of writing.

Insurance: GETI maintains Comprehensive General Liability Insurance and Liability Insurance with bodily injury and property damage. Professional Liability Insurance is also provided for the protection of GETI. A Certificate of Insurance can be supplied evidencing such coverage.

Termination

This agreement may be terminated by either party based on two days' written notice. Upon termination, the GETI will be paid in full for all services performed, and will provide copies of all reports to CLIENT.

Underground Utilities: GETI is not responsible for locating or identifying underground utilities. Although GETI will call DIGG TESS to seek input from utility owners and take all reasonable care to avoid damage or injury to subterranean structures or utilities, the CLIENT agrees to hold the GETI harmless for any damages to subterranean structures which are not called to GETI attention and correctly shown on the plans furnished.

Right of Entry: The CLIENT further agrees to provide the right of entry of GETI to the site for the provision of service. While GETI will take all reasonable precautions to minimize any damage to the property, It Is understood by the CLIENT that in the normal course of work, some damage may occur and that the correction of such is not part of this agreement.

Limitation of Liability: The CLIENT agrees to limit GETI's liability to the owner, all construction contractors, sub-contractors, sub-consultants and other third parties arising from GETI's professional acts, errors or omissions, on the project such that the total aggregate liability of GETI to all those named shall not exceed the limits of professional liability held by GETI (\$1,000,000) as of the date of this contract.

Agreement: This agreement including these terms and conditions, represents the entire agreement between GETI and CLIENT and supersedes any previous agreements, negotiations or representations, whether oral or written. This agreement may be amended only in writing, signed by both GETI and CLIENT. This agreement shall be bounded by the laws of the State of Texas.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 22, 2017 Appropriation
Requested By: Donald Ladd Source of Funds: N/A
Department: Fire Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: _____ Amount Requested: _____
Attachments : Budgeted Item: YES NO

1. Fire Control District Budget 2017-2018

SUMMARY & RECOMMENDATIONS

The continuation of the Fire Control, Prevention, and Emergency Medical Services District (LPFCPEMSD) was passed after a city-wide vote during elections in May of 2016. The mission for the District is to provide the community with the most efficient and progressive Fire Prevention, Protection, and Emergency Medical Services possible in an effective and responsible manner. This mission is accomplished by providing the best possible training, updated equipment, and protocols for the personnel that respond. LPFCPEMSD will incorporate strategies to help the Fire and Emergency Medical Services Departments accomplish its mission.

The LPFCPEMSD Board has established the budget, held a public hearing and approved the budget during the May 16, 2016 meeting. The next step in the process is for the budget approved by the Board be presented to Council in a public hearing format. Council will then approve or decline to approve the budget as presented.

The budget exhibit that is attached is the same as what was presented to the Board. However, due to the timing of the Board's public hearing, should the Board make any changes, staff will provide an updated budget to the Council that reflects those changes. Staff is recommending Council approval of the LPFCPEMSD budget as passed by the Board.

Action Required of Council:

Consider approval or other action of the La Porte Fire Control, Prevention, and Emergency Medical Services District budget for the fiscal year beginning October 1, 2017, as approved by the Board of Directors of the District at its meeting of May 16, 2017.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

City of La Porte, Texas												
Fire Control District												
Detail of Expenditures												
Budget 2017-2018												
		FIRE	Budget 2016-17	Budget 2017-18		FMO	Budget 2016-17	Budget 2017-18		EMS	Budget 2016-17	Budget 2017-18
1010	Regular Earnings	\$ 76,621										
1020	Overtime											
1030	Percent raise available											
1035	Longevity	696										
1044	Cleaning Allowance	241										
1060	FICA	5,779										
1065	Retirement	12,145										
1080	Insurance - Medical	10,422										
1081	Insurance - Life	36										
1090	Other Benefits Merit	1,300										
	Personnel (Safety Officer)		104,277	107,240	-				-			
	Supplies:											
2003	Protective Clothing		47,350	44,750	Protective Clothing	\$ 2,500.00	\$ 2,700.00	Protective Clothing		\$ 20,000.00	\$ 20,000.00	
	Bunker gear and additional PP	\$ 32,000.00			Boots Gloves			Uniforms				
	Uniforms Paid and Volunteer	\$ 5,850.00			Safety Glasses			Specialty gear				
	Wristlet gloves	\$ 2,400.00			Vests							
	Honor Guard uniforms	\$ 1,500.00										
	Replacement Hoods	\$ 1,000.00										
	Replacement Helmets	\$ 2,000.00										
2007	Chemical		5,000	5,000								
	Anti bacterial wash X 5	\$ 1,500.00										
	Smoke machine fluid	\$ 1,500.00										
	Weed killer and fertilizer	\$ 500.00										
	Foam	\$ 1,500.00										
2009	Medical		7,400	7,400								
2019	Training Field Supplies		7,250	8,250								
	Wood for Ceilings, Prop	\$ 2,500.00										
	Mower and lawn equipment	\$ 650.00										
	Metal for new racks	\$ 800.00										
	A/C parts and service	\$ 1,500.00										
	welding supplies	\$ 800.00										
	Floor maintenance	\$ 2,000.00										
2090	Machinery/Tools/Equipment		12,100	16,600	Machinery/Tools/Equipment		-	Machinery/Tools/Equipment		-	16,650	
	Nozzles	\$ 4,500.00						Safety Bikes 2	\$ 1,500.00			
	High rise packs	\$ 3,300.00						RAD-57 Pulse-ox 1	\$ 7,250.00			
	Misc. Parts	\$ 800.00						Portable Laryngoscope 1	\$ 950.00			
	New Hose	\$ 8,000.00						Lactate Monitors 1	\$ 350.00			
								Ballistic Vests 4	\$ 1,400.00			
								Auto Vents 1	\$ 3,000.00			
								Scoop Stretchers 1	\$ 700.00			
								Kassmaul Charging System	\$ 1,500.00			
3020	Training/Seminars		27,900	21,700	Training/Seminars	5,200	5,200	Training/Seminars		15,380	15,380	
	IAFC (FRI)				NFPA Conferenc	\$ 2,800.00		State EMS Conference	\$ 5,225.00			
	FDIC	\$ 4,000.00			Texas Arson Con	\$ 1,500.00		Nation EMS Conference	\$ 1,825.00			
	Rescue Schools	\$ 3,800.00			State FM Con	\$ 900.00		EMS management Trn	\$ 2,980.00			
	TAMU Municipal week	\$ 4,500.00						ACLS Training	\$ 2,000.00			
	Harris County Field Day	\$ 6,000.00						Online Training	\$ 1,500.00			
	Online Training	\$ 1,400.00						CPM course 2 managers	\$ -			
	Paid Education Training	\$ 2,000.00						EMS coding	\$ 1,850.00			

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: May 22, 2017 Appropriation
Requested By: Patrice Fogarty Source of Funds: N/A
Department: City Secretary's Office Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: Amount Requested: _____
Attachments : Budgeted Item: YES NO

1. Ordinance

SUMMARY & RECOMMENDATIONS

The canvass of the May 6, 2017, general election was held on Tuesday, May 9, 2017.

Section 2.08 of the City Charter provides that at the first meeting of council after canvassing the general election, City Council shall select one of its members to serve as mayor pro tem for a one-year term or until a successor is appointed and has qualified. If a vacancy occurs in the office of mayor, or in the case of his absence or disability, the mayor pro tem shall act as mayor until a successor is elected and has qualified or until the mayor is again able to assume his duties of office.

Action Required of Council:

Consider approval or other action to adopt an ordinance selecting a Mayor Pro-Tem.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2017-_____

AN ORDINANCE PROVIDING FOR THE ELECTION OF A MEMBER OF THE CITY COUNCIL TO SERVE AS MAYOR PRO-TEM OF THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD JUNE 1, 2017, THROUGH MAY 31, 2018, OR UNTIL A SUCCESSOR HAS BEEN APPOINTED AND HAS QUALIFIED; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. The City Council of the City of La Porte hereby elects _____ to serve as Mayor Pro-Tem of the City of La Porte, Texas for the period June 1, 2017, through May 31, 2018, or until a successor has been appointed and has qualified.

Section 2. The Mayor Pro-Tem shall serve in such office during said term, and pursuant to the Charter of the City of La Porte shall during the vacancy, absence or disability of the Mayor have all powers and duties of the Mayor of the City of La Porte during such vacancy, absence or disability of the Mayor. The Mayor Pro-Tem shall act as Mayor until a successor is elected and has qualified or until the Mayor is again able to assume his duties of office, as the case may be.

Section 3. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED this the _____ day of _____, 2017.

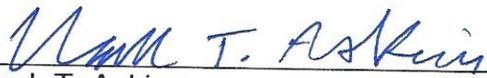
CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby
Mayor

ATTEST:

Patrice Fogarty
City Secretary

APPROVED:



Clark T. Askins
Assistant City Attorney



**Council Agenda Item
May 22, 2017**

- 9. (a) Receive report of the La Porte Development Corporation Board – Councilmember Engelken**



**Council Agenda Item
May 22, 2017**

10. ADMINISTRATIVE REPORTS

- Zoning Board of Adjustment Meeting, Thursday, May 25, 2017
- Memorial Day Observed, Monday, May 29, 2017

11. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies. Councilmembers Engelken, Earp, Ojeda, J. Martin, K. Martin, Kaminski, Zemanek, Leonard and Mayor Rigby.

12. ADJOURN
