



September 23, 2016

SENT VIA EMAIL TO: bpedersen@deerparktx.org

Mr. Bill Pedersen P.E.
Director of Public Works
City of Deer Park
710 E. San Augustine
P.O. Box 700
Deer Park, Texas 77536

RE: Revised Proposal for Professional Engineering Services
Project # 3580-16
Pavement Reconstruction and Utility Improvements for Baron Ln. / Cork Ln., Dahlia Ln. / Ember Ln., Fleet Ln. / Glacier Ln., Hastings Ln. / Iris Ln., Justin Ln. / Kelvin Ln., and Amherst Ln. / Brown Ln., W. Ninth St. from Boston Ave. to Center St., and W. Twelfth St. from the dead end to Center St.

Dear Bill:

Binkley & Barfield, Inc. (BBI) is pleased to submit this revised proposal to the City of Deer Park for Project # 3580-16 - Pavement Reconstruction and Utility Improvements for Baron Ln. / Cork Ln., Dahlia Ln. / Ember Ln., Fleet Ln. / Glacier Ln., Hastings Ln. / Iris Ln., Justin Ln. / Kelvin Ln., Amherst Ln. / Brown Ln., W. Ninth St. from Boston Ave. to Center St., and W. Twelfth St. from the dead end to Center St. The scope of this project entails engineering design services for pavement reconstruction and public utility replacement and/or rehabilitation.

Existing 2-inch metallic waterlines will be replaced with a minimum 6-inch PVC pipe. Drainage on these streets will be upgraded to eliminate ponded water and to allow better conveyance of storm water. The addition of new storm sewer lines and inlets will be investigated. It is assumed that no sanitary sewer rehabilitation is needed. Since the concrete lined ditch to the immediate south of a number of the streets designated for reconstruction is a City of Deer Park facility, HCFCF approval will not be needed should re-directed storm water flow be introduced.

Supporting Documents Attached

Please find attached the following supporting documents:

1. Copies of Subconsultant Proposals
2. Manhour Estimate
3. Agreement for Engineering Services
 - a. Schedule A
 - i. Scope of Work
 - ii. Schedule
 - b. Schedule B
 - i. Billing Rates
 - ii. Fee Summary



Proposal Fee

The overall proposal fee to perform this work is \$616,061. The basis for this fee is outlined in the manhour estimate and fee summary, attached.

Preliminary Opinion of Probable Construction Cost

The preliminary opinion of probable construction cost for this project is approximately \$6,899,000. The breakdown of this total is as follows:

Item No.	Description	W. 9 th & W. 12 th Street	6 U-Shaped Streets	Grand Total
1.	Pavement Reconstruction & Proposed Storm Sewer (including General Work and Extra Work Items)	\$2,062,000.00	\$3,995,000.00	\$6,057,000.00
2.	Proposed Waterline Items	\$0.00	\$842,000.00	\$842,000.00
	Total Probable Construction Cost (Includes 20% Contingency)	\$2,062,000.00	\$4,837,000.00	\$6,899,000.00

Assumptions made regarding this preliminary opinion of probable construction cost are:

1. No sanitary sewer rehabilitation is needed.
2. All waterlines are assumed to be replaced on the U-shaped streets except for Iris / Hastings. No waterline upgrades are needed for W. 9th and W. 12th Streets.
3. It is assumed that sidewalks will be added to both sides of the designated streets and ADA ramps will be added to all intersections within the project limits.
4. New storm sewer lines and inlets will be added where needed to improve drainage.
5. Streets will be reconstructed using 6-inch reinforced concrete pavement with curb and gutter.
6. A 20% contingency was used.

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 Deer Park.

Sincerely,

Binkley & Barfield, Inc.
Consulting Engineers

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

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

Attachments

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

AGREEMENT FOR ENGINEERING SERVICES

Project #3580-16

Pavement Reconstruction and Utility Improvements for Baron Ln. / Cork Ln., Dahlia Ln. / Ember Ln., Fleet Ln. / Glacier Ln., Hastings Ln. / Iris Ln., Justin Ln. / Kelvin Ln., and Amherst Ln. / Brown Ln., W. Ninth St. from Boston Ave. to Center St., and W. Twelfth St. from the dead end to Center St.

This Agreement is made and entered into in Deer Park, Harris County, Texas on the 3rd day of October, 2016; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

Binkley Barfield, Inc. ENGINEER(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the Engineer for engineering services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains **Binkley & Barfield, Inc.** to perform engineering services related to the design and construction of the **Project #3580-16, Pavement Reconstruction and Utility Improvements for Baron Ln. / Cork Ln., Dahlia Ln. / Ember Ln., Fleet Ln. / Glacier Ln., Hastings Ln. / Iris Ln., Justin Ln. / Kelvin Ln., and Amherst Ln. / Brown Ln., W. Ninth St. from Boston Ave. to Center St., and W. Twelfth St. from the dead end to Center St.** in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ENGINEER will provide engineering, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Attachment A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Attachment A are based on information provided by DEER PARK and ENGINEER. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ENGINEER to change the original Scope of Work shown in Attachment A, a written

amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ENGINEER.

ARTICLE 2. COMPENSATION

- 2.1 ENGINEER bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Attachment B of this Agreement. As requested, ENGINEER has provided an estimate of the fees for the Work amounting to **\$616,061.00**. ENGINEER will not exceed that estimate without prior approval from DEER PARK. ENGINEER will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ENGINEER will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ENGINEER'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ENGINEER of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK'S behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ENGINEER all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ENGINEER to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ENGINEER will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ENGINEER to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ENGINEER'S services will be performed within the schedule and time period set forth in Attachment A.
- 4.2 ENGINEER shall perform the Work, and any additional services as may be required, for the development of the Project to completion.

- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ENGINEER's services are to be performed is exceeded for reasons outside of ENGINEER's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

- 5.1 ENGINEER will hold confidential all information obtained from DEER PARK, not previously known by ENGINEER or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ENGINEER agrees to exercise professional judgment, made on the basis of the information available to ENGINEER, and to perform its engineering services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ENGINEER also agrees to perform its engineering services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of completion of the service and ENGINEER is promptly notified thereof in writing, ENGINEER will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ENGINEER and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. Engineer does not warrant any products or services of others. ENGINEER, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ENGINEER following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ENGINEER will procure and maintain insurance as required by law. At a minimum, ENGINEER will have the following coverage:
 - (1) Workers compensation and occupational disease insurance in statutory amounts.

- (2) Employer's liability insurance in the amount of \$1,000,000.
- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ENGINEER has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ENGINEER has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY OF DEER PARK, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM TO THE EXTENT SUCH BODILY INJURY, PROPERTY DAMAGE, OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

8.2 ENGINEER agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

- 9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ENGINEER pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ENGINEER's reserved rights.
- 9.2 ENGINEER's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ENGINEER or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ENGINEER.

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ENGINEER is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ENGINEER shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ENGINEER and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ENGINEER and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ENGINEER shall not have any responsibility for overall job safety at the site. If in ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ENGINEER may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ENGINEER agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in

connection with the work performed under this Agreement, unless DEER PARK and the ENGINEER are adverse to one-another in any such litigation.

- 13.2 Any litigation arising out of this Agreement between DEER PARK and ENGINEER shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

- 14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

- 15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ENGINEER shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

- 16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

- 17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

ARTICLE 19. CAPTIONS

19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ENGINEER and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

Binkley & Barfield, Inc.

By Todd Calvin

Name Todd CALVIN

Title VICE PRESIDENT

Date 9/23/16

The City of Deer Park

By _____

Name Jerry Mouton, Jr.

Title Mayor, City of Deer Park

Date _____

SCHEDULE A SCOPE OF WORK

The proposed project consists of providing construction drawings and specifications for proposed pavement reconstruction and utility improvements. The drawings and specifications will include construction details for the following major components:

SCOPE OF SERVICES:

This project will consist of preliminary phase, 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. Preliminary Design Phase Services

BBI will provide preliminary design services which will consist of the following:

1. Conduct a kickoff meeting with the City of Deer Park.
2. Retrieve and review previous design work, water, sanitary sewer and storm sewer block maps, record drawings, LIDAR, O & M records, geotechnical reports, and private utility records for the designated streets. Coordinate with private utility companies as part of the data collection efforts.
3. Perform a site visit of the designated project area.
4. Assess all potential right-of-way conflicts.
5. Prepare a Preliminary Engineering Letter Report (30% Submittal) summarizing the findings of the data collection, field investigation, and analysis. Proposed improvements will be shown on plan and profile drawings, as required. Recommendations with a 30% level construction cost estimate will be presented within the report.
6. Meet with the City staff to discuss the City's review comments. Meeting minutes will be published and decisions documented.

b. Final Design Phase Services

After acceptance of the PELR, BBI will proceed with the final engineering design, preparation of contract documents and technical specifications for the proposed paving, drainage, and utility improvements. A 60% and a 90% submittal 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 60% and 90% milestones. The deliverables for the 60% milestone shall only include the plan and profile sheets as well as a 60% level construction cost estimate.
4. The technical specifications, contract documents, plans, and construction cost estimate shall be included with the plans for the 90% submittal.
5. BBI will include the standard City of Deer Park detail sheets for water, sanitary sewer, paving, and storm sewer, as applicable.
6. All geometric design shall be in conformance with the applicable City standards, applicable Harris County standards, and TMUTCD.
7. Consult with the City and affected private utility companies to define and clarify the project requirements and available related data.
8. Attend monthly progress meetings with the City of Deer Park.
9. Coordinate with approval agencies, stakeholders, utility owners, as needed to facilitate review and approval of the construction documents.
10. Prepare for and attend monthly project status meetings with the City.
11. 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.
12. Deliverables shall include construction documents submitted to the City at the 60% and 90% milestones for review, comments, and approvals. The final (100%) drawings will include the City's markups from the 90% submittal.
13. The front-end contract documents will be supplied by BBI and standard BBI and/or City of Deer Park specifications will be incorporated.

c. 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. Utilize Civcast for plan distribution.
2. BBI will answer contractor's questions and issue addendums as appropriate 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:

1. Surveying
Perform a detailed topographical survey for the project identifying the evident rights-of-way. Baseline Corp. (BBI's subconsultant for this task) shall establish surveying limits based on the best available information. This shall include a limit of 150 feet within the existing right-of-way in each direction for all intersections. Preparation of ten (10) drainage easements is included, as needed. We assumed that five (5) drainage routes may be needed between the streets in Ridgeway Subdivision and the concrete lined ditch. Since the easements typically follow a property line, ten (10) easements may be needed.
2. Geotechnical Investigation
Geoscience Engineering and Testing will perform a geotechnical investigation.
3. Urban Forestry
C.N. Koehl Urban Forestry, Inc. will provide tree protection plan sheets, details, and notes for the project limits.
4. TDLR Review
Otten Consulting Group will provide ADA review and submit plans to the TDLR for approval.

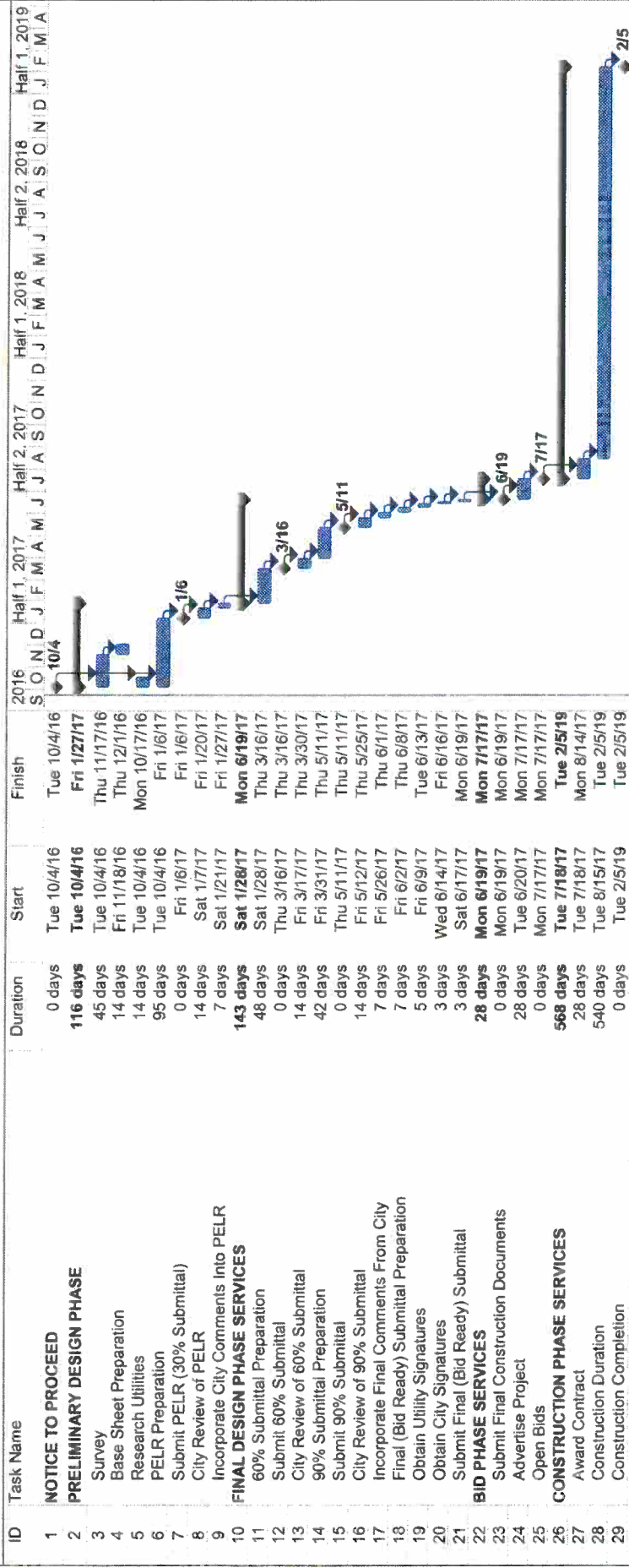
IV. Exclusions:

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 Deer Park would like to add can be performed on an hourly basis per the attached Billable Rate Sheet.

V. Schedule:

See attached.

CITY OF DEER PARK 2016 PAVEMENT RECONSTRUCTION AND UTILITY IMPROVEMENTS PROJECT PROJECT SCHEDULE



SCHEDULE B

COMPENSATION AND RATES

Binkley & Barfield, Inc.

Billable Fee Schedule

Effective 2016

<u>CLASSIFICATION</u>	<u>2016 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

FEE SUMMARY

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

Preliminary Engineering Letter Report:	\$ 72,284
Design Phase (Including Traffic Control and SWPPP):	\$320,914
Bidding Phase:	\$ 16,526
Construction Administration:	\$ 69,169
Additional Services (Subcontractor Fees Shown Include 10% Markup):	
Topographical Survey, Easement Descriptions (Baseline Corp)	\$110,330
Geotechnical Investigation (Geoscience Engineering & Testing)	\$ 10,120
Public Meeting (1)	\$ 4,663
Tree Protection Plan and Details (CN Koehl Urban Forestry)	\$ 8,855
TDLR Review (Otten Consulting Group)	\$ 2,200
Subtotal Additional Services:	\$136,168
Reimbursable Expenses:	<u>\$ 1,000</u>
Total Fee:	\$616,061