

December 13, 2021

Mr. Barry Calhoun  
City of Bay City  
1217 Avenue J  
Bay City, Texas 77414

Re: Proposed Storm Sewer Improvements, Hamman Road Phase 1B & 2  
Holly Lane from Belegarde Drive to Hamman Road, Hamman Road from Holly Lane to the Apartment Complex, and Hamman Road Between Chateaux Drive and Cottonwood Creek  
Bay City, Texas

Dear Mr. Calhoun:

We appreciate the opportunity to present this proposal for the site civil engineering and surveying services in connection with the above referenced project.

#### **Project Understanding**

We understand that the City intends to alleviate sheet flow flooding in the area south of Hamman Road, between Holly Lane and Cottonwood Creek. Due to budget constraints, this will be done in multiple phases to attenuate flooding during smaller storm events to try and bring some relief to the area. Phase 1B will include construction of a new storm sewer and inlets from Chateaux Drive to Cottonwood Creek along Hamman Road. Phase 2 will include construction of a new storm sewer and inlets from Belegarde Drive to Hamman Road along Holly Lane and from Holly Lane to the apartment complex along Hamman Road. Based on our understanding of your project, the review and approval process, and the site characteristics, we prepared the following Scope of Services and fee proposal for your consideration.

#### **Scope of Services & Proposed Fee**

Based on our understanding of your project, the review and approval process, and site characteristics, we have prepared the following scope of services and fee proposal for your consideration.

##### **I. Surveying Services**

- A. Topographic Survey** – We will perform an on-the-ground topographic survey to establish existing ground elevations and locate visible improvements. Vertical control will be based on the NAVD 88 datum. Using the survey data, we will prepare a topographic map of the property showing elevation and improvements within the ROW. We will prepare metes and bounds and an exhibit for an apartment complex easement that will be needed for the project.

**Lump Sum = \$24,000.00**

## **II. Engineering Services**

- A. Design Services** – Engineering services include a design package for submittal to the City of Bay City for approval. Our services include preparation of construction drawings and specifications for the inlet, storm sewer and pavement replacement.

**Lump Sum = \$64,000.00**

- B. Bidding Services** – Bidding services include preparation of bidding documents, engineer's estimate and invitation to bid. JC will place bidding documents on CIVCAST and provide an invitation to the City Secretary for placement in the newspaper. JC will attend a pre-bid, bid opening, and prepare a recommendation of award for the City.

**Lump Sum = \$11,000.00**

- C. Construction Management Services** – Construction phase services for this project include submittal reviews, pay estimate reviews, periodic (3 times a week) inspections, final inspection and punch list preparation.

**Lump Sum = \$18,000.00**

## **Schedule**

Once authorized to commence work on the project we have the following comments:

- The topographic survey will be completed approximately three (3) weeks after receiving authorization to proceed.
- The engineering design will be completed approximately eight (8) weeks after the topographic survey is complete.
- The bidding and construction phase of this project are dependent on easement acquisition by the City.

## **Special Considerations**

1. JC shall perform the above scope based on a geotechnical study furnished by the Client sufficient for the pavement and utility design for the project including a written report of findings. If requested, JC can forward a list of several firms we worked with in the past that provide these services.
2. JC shall not be involved in the construction phase of the project except to the extent necessary to interpret the intent of the plans via telephone, mail, or fax. Construction phase services, including pay estimates, site visits, or other services desired by the Client, may be provided by JC on an hourly basis as an additional service to this contract.
3. Any review, platting, or permit fees associated with the project shall be paid by the Client, or if paid by JC, shall be considered a reimbursable expense, not included in any lump sum or not-to-exceed fees proposed.

4. Hourly Services shall be provided in accordance with the enclosed Schedule of Hourly Rates.
5. Reimbursable expenses, including outside services not performed by JC personnel, shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. These services typically include deed research, reproduction for bidding and construction, deliveries, and construction materials testing.
6. This proposal shall be subject to the enclosed General Conditions of Agreement.
7. City staff will be responsible for registering and submitting the project to the Texas Department of Licensing and Regulation (TDLR) for the required Texas Accessibility Standards (TAS) review. If required to submit on behalf of the City, JC will have to register and submit the project as required by law. Our fee for this service will be an additional \$1,500 lump sum plus TDLR Registration, review and inspection fees.
8. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
9. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please email a copy to our office. Should you have any questions, please call.

Sincerely,



Matthew B. Breazeale, PE  
Vice President  
Business Development

BTG/mbb

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Enclosures

**APPROVED AND ACCEPTED BY:**

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Signature

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Name and Title (Printed)

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Date

**GENERAL CONDITIONS OF AGREEMENT**  
**JONES & CARTER, INC.**

**AUTHORIZATION FOR WORK TO PROCEED**

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

**STANDARD OF PRACTICE**

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

**BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the Invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

**OWNERSHIP/REUSE OF DOCUMENTS**

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

**COST ESTIMATES**

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

**INSURANCE**

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

**LIABILITY LIMITATION**

The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that ENGINEER fails to abide by its Standard of Care.

**INDEMNIFICATION**

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

**CONSEQUENTIAL DAMAGES**

*The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.*

**TERMINATION**

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

**SUCCESSORS AND ASSIGNS**

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

**SEVERABILITY**

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SPECIAL PROVISIONS**

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

**CONTROLLING LAW**

This AGREEMENT shall be governed by the laws of the State of Texas.



### SCHEDULE OF HOURLY RATES

Effective January 2021 - Subject to Annual Revision in January 2022

#### **ENGINEERING PERSONNEL**

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

#### **ELECTRICAL ENGINEERING PERSONNEL**

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

#### **CONSTRUCTION PERSONNEL (Includes Mileage)**

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

#### **SPECIALIST**

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

#### **PLANNING PERSONNEL**

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

#### **DESIGNERS/DRAFTING PERSONNEL**

CAD Operator I	\$ 60
CAD Operator II	\$ 85
CAD Operator III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

#### **SURVEYING PERSONNEL**

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Certified Photogrammetrist	\$140
Remote Pilot I	\$ 85
Remote Pilot II	\$115
Remote Pilot III	\$150
Visual Observer	\$ 85
LiDAR Tech	\$ 95
Aerial Tech	\$ 80
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

#### **OFFICE PERSONNEL**

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100



**JONES | CARTER**

Effective January 2020

1. Reproduction performed in office

8½ x 11 (single-sided)	\$0.05/page	\$ .50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$ .75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u> Bond	<u>Black &amp; White</u>	<u>Color</u>
Photographic Bond Mylar (4 mil)	\$0.20/sq ft	\$ 1.00/sq ft
	\$4.00/sq ft	\$ 5.00/sq ft
	\$2.00/sq ft	N/A

All sizes

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
  - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b. Special Rental Equipment: Cost, plus 10%
  - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
  - d. Iron Rods and Pipes: Cost, plus 10%
  - e. All-Terrain Vehicle (ATV): \$150/day
  - f. Overnight Stays: \$190/night
  - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h. Sales Tax: To be paid on boundary-related services.
  - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Texas Board of Professional Engineers Registration No. F-439 | Texas Board of Professional Land Surveying Registration No. 10046103

## GENERAL CONDITIONS OF AGREEMENT

### AUTHORIZATION FOR WORK TO PROCEED

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### STANDARD OF PRACTICE

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### BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

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### OWNERSHIP/REUSE OF DOCUMENTS

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### INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

### LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

### INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

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JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

### CONSEQUENTIAL DAMAGES

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### SUCCESSORS AND ASSIGNS

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