



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

February 13, 2024

Ms. Kim Golden
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

Re: Proposal for Holland Road Eastern Extension – Design (Phase 2)

Dear Ms. Golden:

We appreciate the opportunity to assist the City of Texas City with the development of Holland Road east of IH-45 and are pleased to present this proposal.

Scope of Work (Phase 2)

Quiddity Engineering, LLC (Quiddity) will prepare plans in Texas Department of Transportation (TxDOT) format and calculate quantities for a change order to the IH-45 construction contract (CSJ: 0500-04-106), to convert the current Holland Road T-intersection design at the Northbound Frontage Road to a four-legged intersection design, to extend Holland Road east to the TxDOT right-of-way, approximately 800 feet, and to coordinate with TxDOT for redesign of the detention pond to reclaim the roadway corridor.

Quiddity will prepare plans or revise plan sheets (totaling approximately 40 sheets) using TxDOT provided base mapping, digital terrain models, and plan sheets as appropriate. Quiddity will not perform topographic or boundary survey but will rely upon the accuracy of TxDOT's files. TxDOT will also prepare the revised sheets for the detention pond to be incorporated in the change order set.

Quiddity will provide project management and coordination services; and will attend meetings as required to ensure timely and successful completion of the plans.

Estimated Fee and Schedule (Phase 2)

Quiddity proposes to perform these services on a time and material basis, with a budget not to exceed \$185,000. We will bill in accordance with the enclosed rate schedules. We estimate completion of the plans within 90 days following receipt of TxDOT's files. Quiddity's standard General Conditions of Agreement are enclosed and upon execution of this letter proposal are made part of this contract for professional engineering services.

We thank you for this opportunity, and please invite you to reach out should you have any questions or require additional information.



Ms. Golden
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Sincerely,

A handwritten signature in blue ink, appearing to read "D. Durgin".

Donald M. Durgin, PE
Transportation Practice Manager

DD

K:\10245\Client Management\League City Holland Road CO Design 2024-02-13\Letterhead_Houston_Quiddity (2).docx

Enclosures

APPROVED BY:

Signature

Name and Title (Printed)

Date



SCHEDULE OF HOURLY RATES
Effective August 1, 2022

ENGINEERING PERSONNEL

| | |
|---------------------------|-------|
| Design Engineer I | \$125 |
| Design Engineer II | \$145 |
| Professional Engineer I | \$170 |
| Professional Engineer II | \$195 |
| Professional Engineer III | \$225 |
| Professional Engineer IV | \$255 |
| Professional Engineer V | \$275 |
| Practice Leader | \$295 |

ELECTRICAL ENGINEERING PERSONNEL

| | |
|--------------------------------------|-------|
| Electrical Design Engineer I | \$135 |
| Electrical Design Engineer II | \$155 |
| Electrical Professional Engineer I | \$185 |
| Electrical Professional Engineer II | \$210 |
| Electrical Professional Engineer III | \$240 |
| Electrical Professional Engineer IV | \$270 |
| Electrical Professional Engineer V | \$295 |

CONSTRUCTION PERSONNEL (Includes Mileage)

| | |
|--|-------|
| Construction Manager I | \$125 |
| Construction Manager II | \$145 |
| Construction Manager III | \$170 |
| Construction Manager IV | \$190 |
| Construction Manager V | \$230 |
| Field Project Representative I | \$ 80 |
| Field Project Representative II | \$100 |
| Field Project Representative III | \$120 |
| Specialist Field Project Representative I | \$135 |
| Specialist Field Project Representative II | \$145 |
| Senior Specialist Field Project Representative | \$160 |

SPECIALIST

| | |
|----------------|-------|
| Specialist I | \$115 |
| Specialist II | \$145 |
| Specialist III | \$215 |
| Specialist IV | \$250 |

PLANNING PERSONNEL

| | |
|-----------------|-------|
| Planner I | \$105 |
| Planner II | \$145 |
| Planner III | \$175 |
| Planner Manager | \$250 |

DESIGNERS/DRAFTING PERSONNEL

| | |
|--------------|-------|
| CAD I | \$ 80 |
| CAD II | \$100 |
| CAD III | \$120 |
| Designer I | \$130 |
| Designer II | \$150 |
| Designer III | \$170 |
| GIS I | \$ 95 |
| GIS II | \$130 |
| GIS III | \$160 |
| GIS IV | \$220 |

SURVEYING PERSONNEL

| | |
|---------------------------------------|-------|
| 1-Person Field Crew | \$145 |
| 2-Person Field Crew | \$195 |
| 3-Person Field Crew | \$240 |
| 4-Person Field Crew | \$270 |
| Survey Technician I | \$100 |
| Survey Technician II | \$110 |
| Project Surveyor I | \$105 |
| Project Surveyor II | \$125 |
| Project Surveyor III | \$145 |
| Project Surveyor IV | \$175 |
| Chief of Survey Crews | \$150 |
| Certified Photogrammetrist | \$175 |
| Remote Pilot I | \$ 95 |
| Remote Pilot II | \$130 |
| Remote Pilot III | \$170 |
| Visual Observer | \$ 95 |
| LiDAR Tech | \$105 |
| Aerial Tech | \$ 90 |
| Registered Professional Land Surveyor | \$195 |
| Survey Manager | \$225 |

OFFICE PERSONNEL

| | |
|------------------------------|-------|
| Engineer's Assistant I | \$ 75 |
| Engineer's Assistant II | \$ 85 |
| Engineer's Assistant III | \$ 95 |
| Admin I | \$ 75 |
| Admin II | \$ 95 |
| Admin III | \$125 |
| Accounting Manager | \$130 |
| Corporate/Project Accountant | \$110 |



SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2019

Subject to Annual Revision

1. Reproduction performed in office

| <u>Size</u> | <u>Black & White</u> | <u>Color</u> |
|------------------------------------|--------------------------|---------------|
| 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> | <u>Black & White</u> | <u>Color</u> |
| Bond | \$0.20/sq ft | \$ 1.00/sq ft |
| Photographic Bond | \$4.00/sq ft | \$ 5.00/sq ft |
| Mylar (4 mil) | \$2.00/sq ft | N/A |

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

- 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%

Final 2022
Standard

GENERAL CONDITIONS OF AGREEMENT

QUIDDITY ENGINEERING, LLC

PROCEEDING WITH SERVICES

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC (ENGINEER). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that ENGINEER proceed with ENGINEER's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that ENGINEER proceed with services shall be CLIENT's authorization for ENGINEER to proceed unless stated otherwise in the Agreement.

STANDARD OF CARE

ENGINEER's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same discipline, locality, conditions and circumstances as ENGINEER. ENGINEER makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by ENGINEER.

PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay ENGINEER for services performed and reimbursable expenses incurred in accordance with ENGINEER's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by ENGINEER on a monthly basis, and the full amount shall be due and payable to ENGINEER upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify ENGINEER 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 any excise, VAT, gross receipts, or sales tax imposed upon ENGINEER's services.

The CLIENT shall pay ENGINEER the lesser of the highest non-usurious interest rate or 0.75% per month on the due but unpaid balance owed ENGINEER beginning thirty (30) days from receipt of the respective invoices. Payment thereafter shall be first applied to accrued interest and then to principal.

CLIENT INFORMATION

ENGINEER shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

Ownership of Documents

Engineer Owns - All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the Project and ENGINEER 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 ENGINEER for

the specific purpose intended shall be at the CLIENT'S sole risk and without liability to ENGINEER, and the CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by ENGINEER represent its judgment as a design professional familiar with the construction industry. The CLIENT recognizes, however, that ENGINEER has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining prices; or over competitive bidding or market conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or any cost estimates prepared by ENGINEER.

CONSTRUCTION PHASE SERVICES

When providing any services during the construction phase, ENGINEER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, nor shall it be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents.

INSURANCE

ENGINEER agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

CONSEQUENTIAL DAMAGES

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF THE PROJECT AND LOSS OF PROFIT, INCURRED BY EITHER PARTY ALLEGEDLY DUE TO THE FAULT OF THE OTHER REGARDLESS OF THE NATURE OF THE FAULT.

LIMITATION OF LIABILITY

Limitation of Liability

Fee Limit -

The CLIENT and ENGINEER, having balanced their respective risks and rewards to be realized under this Agreement, agree that the total liability of ENGINEER to CLIENT for any Loss, as defined below, whether arising under this Agreement, any services provided or the project shall not exceed in the aggregate the total professional fee paid to ENGINEER. The CLIENT waives any and all Loss and claims for Loss against ENGINEER in excess of such limitation. CLIENT further waives all claims for Loss against the individual owners, shareholders, or employees

GENERAL CONDITIONS OF AGREEMENT
QUIDDITY ENGINEERING, LLC

of ENGINEER and shall look solely to ENGINEER for satisfaction of any such claims of Loss.

INDEMNIFICATION

THE CLIENT AND ENGINEER INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE ENGINEER OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY ANOTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. ANY SUCH INDEMNITY, DEFENSE, HOLD HARMLESS, RELEASE OBLIGATIONS OR WAIVER PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

TERMINATION

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of ENGINEER's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay ENGINEER for all serves performed and reimbursable expenses incurred through the date of termination.

ADDITIONAL TERMS

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or ENGINEER.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.