



CITY OF LA PORTE DRAINAGE AND FLOODING COMMITTEE MEETING AGENDA

Notice is hereby given of a meeting of the Drainage and Flooding Committee of the City Council of the City of La Porte, to be held October 11, 2021, in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, beginning at 5:00 pm to consider the following items of business.

Remote participation is available, also. Attend via a screen using this link:

<https://us02web.zoom.us/j/82352026778?pwd=K2ZRb3c1NzQzVldKMm5hOVJKZ2R4dz09>

Join by phone at 877-853-5257 or 888-475-4499. The meeting ID is 823 5202 6778. The passcode is 166144.

1. **CALL TO ORDER**
2. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
3. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Committee present at this meeting.)*
4. **STATUTORY AGENDA**
 - (a) Presentation, discussion, and possible action to approve the minutes of the September 13, 2021, meeting. [Councilperson Martin, Chairman]
 - (b) Presentation, discussion, and possible action regarding status of 100 acre-foot detention pond project near the Pasadena Convention Center, associated with the interlocal agreement between the City of La Porte and the City of Pasadena. [Lorenzo Wingate, Assistant Director of Public Works]
 - (c) Presentation, discussion, and possible action regarding the Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte. [Lorenzo Wingate, Assistant Director of Public Works]
 - (d) Presentation, discussion, and possible action regarding the status of current drainage projects. [Lorenzo Wingate, Assistant Director of Public Works]
 - (e) Presentation, discussion, and possible action to provide administrative staff of the City with direction, if necessary, regarding additional drainage concerns. [Lorenzo Wingate, Assistant Director of Public Works]
5. **SET NEXT MEETING**

6. **COMMITTEE COMMENT** *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Committee members and City staff, for which no formal action will be discussed or taken.*

7. **ADJOURN**

If, during the course of the meeting and discussion of any items covered by this notice, the Drainage and Flooding Committee determines that a Closed or Executive Session of the Committee is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Drainage and Flooding Committee will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

Councilmembers may attend in numbers constituting a quorum. This is a Drainage and Flooding Committee Meeting at which there will be no deliberation or formal action taken by City Council as a governmental body.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the October 11, 2021, Drainage and Flooding Committee agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF
POSTING

TIME OF
POSTING

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary

JAY MARTIN, CHAIRMAN
MAYOR PRO TEM

MANDI WILLIAMS
COUNCILPERSON



CHUCK ENGELKEN
COUNCILPERSON

BILL BENTLEY, ALTERNATE
COUNCILPERSON

MINUTES OF THE DRAINAGE AND FLOODING COMMITTEE MEETING SEPTEMBER 13, 2021

The Drainage and Flooding Committee of the City of La Porte met on Monday, September 13, 2021, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 5:00 p.m. to consider the following items of business:

Committee Members present: Jay Martin, Chuck Engelken, Mandi Williams

Committee Members attending remotely: Bill Bentley (alternate)

Committee Members absent: None

Council-appointed officers present: Corby Alexander, City Manager; Lee Woodward, City Secretary; Clark T. Askins, Assistant City Attorney

CALL TO ORDER – Chairman Martin called the meeting to order at 5:00 p.m.

- 2. CITIZEN COMMENT** *(Generally limited to five minutes per person, in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no citizen comments.

3. STATUTORY AGENDA

- a. Presentation, discussion, and possible action to approve the minutes of the August 9, 2021, meeting. [Chairman Martin]**

Member Engelken moved to approve the minutes; the motion was seconded by Member Williams; the motion was adopted, 3-0.

- b. Presentation, discussion, and possible action regarding recommendation to the La Porte City Council of proposed amendments to the City of La Porte Code of Ordinances Chapter 94-Floods. [Lorenzo Wingate, Assistant Director of Public Works]**

Member Engelken moved to have staff rework the proposals and bring the ordinance back at a later date; the motion was seconded by Member Williams; the motion was adopted, 2-0, Chair Martin voting against. The Committee elected to discuss the freeboard clarifications and, without objection, chose to approve recommending, to Council the minimum freeboard clarifications necessary to remain in compliance with the minimum CRS requirements.

- c. Presentation, discussion, and possible action regarding status of drainage infrastructure project for property near the Pasadena Convention Center, under terms of the interlocal agreement between the City of La Porte and the City of Pasadena. [Lorenzo Wingate, Assistant Director of Public Works]**

Lorenzo Wingate, Assistant Public Works Director, said the professional services agreement was expected to be presented to the Committee at its next meeting.

- d. **Presentation, discussion, and possible action regarding the Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte. [Lorenzo Wingate, Assistant Director of Public Works]**

The Committee expressed disappointment concerning the length of time since Harris County Flood Control representatives had attended a Committee meeting.

- e. **Presentation, discussion, and possible action regarding the status of current drainage projects. [Lorenzo Wingate, Assistant Director of Public Works]**

Lorenzo Wingate, Assistant Public Works Director, confirmed that he believed the Bayside Terrace and Brookglen interlocal agreements were close to consensus with the County. Mr. Wingate also mentioned that several drainage projects have been identified for potential opportunity to expend ARPA grant funds.

- f. **Presentation, discussion, and possible action to provide administrative staff of the City with direction, if necessary, regarding additional drainage concerns. [Lorenzo Wingate, Assistant Director of Public Works]**

Lorenzo Wingate, Assistant Public Works Director, said the department was addressing drainage concerns on Bay Harbor Drive brought to their attention by Chair Martin at the previous Drainage Committee meeting.

4. **Set next meeting** - The next meeting date was set for October 11, 2021.

5. **Committee Member Comments** – Members had no comments.

ADJOURN – The meeting was adjourned without objection at 5:53 p.m.

Lee Woodward, City Secretary



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: October 11, 2021

Requested By: Lorenzo Wingate, Asst. Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Consultant's Proposal

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☐ No

SUMMARY & RECOMMENDATION

City of La Porte staff and City of Pasadena coordinated to renegotiate terms of the inter-local agreement related to Ordinance No. 2012-3421, for detention capacity located near the Pasadena Convention Center. Staff has negotiated the attached proposal, provided by Halff Associates, Inc., to provide engineering services related to this project.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date



August 31, 2021

Mr. Lorenzo Wingate
Assistant Director of Public Works
2963 N. 23rd Street
La Porte, TX 77571

RE: Engineering Services Fee Proposal
100 Acre-Foot Interlocal Detention Project

Dear Mr. Wingate:

Halff Associates Inc. (Halff) is pleased to submit our proposal to provide engineering services for the 100 Acre-Foot Interlocal Detention Pond Project for the City of La Porte in conjunction with the City of Pasadena. The purpose of this project is to perform a hydraulic and hydrologic (H&H) study and prepare plans, specifications, and estimates (PS&E) for the construction of a 100 acre-foot detention pond required to fulfill the terms of an Interlocal Agreement established between the City of La Porte and the City of Pasadena. The project area is within a 100-acre tract owned by the City of Pasadena, generally bound by Harris County Flood Control District (HCFCD) channel ID B112-00-00 to the west and W. Fairmont Parkway to the north. This proposal will address development of a drainage report in the study phase, final design plans, and construction phase services. Basic necessary services include topographic survey, geotechnical analysis, cultural resource analysis, and environmental analysis.

Additional services include more detailed environmental analysis, construction staking, and subsurface utility engineering (SUE) that can be authorized on an as-needed basis by line item.

In the study phase, Halff will analyze existing conditions and evaluate the proposed 100 acre-foot detention pond alternatives in order to prepare an impact analysis report to be approved by the City of La Porte, City of Pasadena, and HCFCD.

After the report is approved by both entities, Halff will design and prepare construction drawings, specifications, and cost estimates required to implement the proposed improvements. The construction drawings will adhere to City of La Porte and HCFCD standards and will be submitted at three milestones: 60%, 90%, and 100%.

Halff will assist the City of La Porte through the bid phase process for all project components and into construction by reviewing and responding to submittals and RFIs, preparing revisions, and preparing record drawings. The City of La Porte will serve as project coordinator and approver, and the City of Pasadena will serve as project customer and approver.

The basic services are divided into the following tasks, based on actual time and materials (T&M), and shall not exceed the anticipated level of effort and associated fees shown below.

Basic Services

1. Study Phase Services	\$	78,096	(T&M)
2. Design Phase Services	\$	195,597	(T&M)
3. Construction Phase Services	\$	11,034	(T&M)
Total Basic Services:	\$	284,727	

Halff has scoped the following additional services to be authorized at a later date on an as-needed basis.

Additional Services:

CWA Nationwide Permit	\$	10,440	(T&M)
Cultural Resources Constraints Analysis	\$	15,360	(T&M)
Phase II ESA	\$	23,640	(T&M)
Subsurface Utility Engineering	\$	4,820	(T&M)
Construction Staking Services	\$	2,955	(T&M)
Total Additional Services:	\$	57,215	

Total Basic & Additional Services: \$ **341,942**

Line items are intended to be authorized and released contingent on available funding.

We appreciate the opportunity to be of service to fulfill the terms of the Interlocal Agreement established between the City of La Porte and the City of Pasadena. Please feel free to contact me if you have any questions or comments concerning this proposal.

Sincerely,
Halff Associates, Inc.

Approved by:

Long Nguyen, P.E.
Public Works Team Leader

Corby D. Alexander
City Manager, City of La Porte

Attachments:

Attachment "A": Detailed scope of services
Attachment "B": Detailed level of effort
Attachment "C": Vicinity map
Attachment "D": Project schedule
Attachment "E": Topographic survey proposal
Attachment "F": Geotechnical services proposal

Approved by:

Robin S. Green, Jr., PE
Director of Public Works, City of Pasadena

Cc. File

Attachment “A”

The purpose of this proposal is to complete a study phase, develop final design plans, and provide construction phase services for the 100 Acre-Foot Interlocal Detention Pond project. The proposed project area can be seen in Attachment “C”. The proposed project schedule can be found in Attachment “D”, and will be updated as needed.

SCOPE OF SERVICES

Study Phase Services:

Task 1: Impact Analysis Report

Halff will conduct an impact analysis and submit a report to the HCFCD for formal approval. Tasks will include:

- a) Project Management – Conduct regular progress meetings and conference calls with City staff. Conduct a pre-submittal meeting with HCFCD to present the project. Conduct up to two (2) presentations to City Council.
- b) Data Collection – Review previous HCFCD model and documentation for Armand Bayou Watershed Protection Plan (ABWPP). Conduct one site visit to understand existing site conditions. Should multiple site visits be necessary, the City will not be charged an additional fee.
- c) Existing Conditions Update – Update the existing conditions H&H model from the ABWPP in preparation for the proposed 100-acre-foot detention facility including revision of cross sections and update of land use near the proposed facility. Scope assumes that the existing conditions model will only require minor updates.
- d) Proposed Conditions Analysis – Analyze up to two (2) pond configurations of the detention facility based on design constraints and discussions with City Staff including preliminary grading of the facility. Incorporate upstream proposed projects as provided by the HCFCD as part of the ABWPP. Coordinate with HCFCD regarding the proposed improvements.
- e) Estimate Probable Construction Costs – Develop an opinion of probable construction cost using preliminary grading and known utility information for the project. A 30% contingency will be included for this phase of the project.
- f) Impact Analysis Report – Summarize the impact analysis and submit a draft and final drainage report to the City of La Porte for approval. Upon approval by the City, submit a sealed drainage report to the HCFCD.
- g) Quality Control – Perform QA/QC on all deliverables

Task 2: Environmental Analysis

During the study phase, Halff will perform environmental services associated with delivery of the 100 Acre-Foot Interlocal Detention Pond project, including:

- a) Phase I ESA
 - o As requested by the City of LaPorte, the Halff Environmental Team will conduct a Phase I Environmental Site Assessment (ESA) for each of the proposed pond locations. Phase I ESAs are relatively modest investigations of the conditions that exist at a given site at the time the observations are made. Typically, only visual observations of the condition of the site are made principally to determine if investigations that are more detailed are justified.

The Phase I ESAs will be conducted in accordance with ASTM E1527-13 Standard Practices.

b) Wetland Delineation and Jurisdictional Determination

- Perform on-the-ground delineation within the full Project limits at both potential locations to identify the limits of WOTUS, including wetlands, as defined in the United States Army Corps of Engineers (USACE) “Wetland Delineation Manual, Technical report Y-87-1” and the “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0).”
- Employ GPS surveying techniques per USACE Galveston District operating procedures to delineate the limits of potential WOTUS and/or wetlands.
- Complete necessary wetland data forms and take on-site photography for representative site features.
- Prepare draft and final reports describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for any future permits. Geographic Information System (GIS) shapefiles of the field data collected shall be provided with the final report.
- Prepare either an approved jurisdictional determination (AJD) or preliminary jurisdictional determination (PJD) form for submittal to the Environmental Protection Agency (EPA)/USACE.
- Accompany USACE for field verification during the jurisdictional determination, if required by USACE. Make revisions to report as required.

c) Threatened and Endangered Species Assessment

- Halff will conduct a threatened and endangered (T&E) species and habitat assessment at both potential project locations as defined above by performing a literature review of federal-and-state-listed threatened and endangered species for Harris County and evaluating the study area for suitable habitat for identified species. The investigation will also include a search request for the Texas Natural Diversity Database (TXNDD). TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). The TXNDD data does not equate to absence of a species on the site, general observations during field visits shall be utilized. The Engineer shall provide a T&E report, signed by a qualified expert, addressing:
 - Whether preferred habitat or designated critical habitat for any listed species is likely to be presented within the project area,
 - Whether any listed species is likely to occur, and
 - Whether the project will affect or has the potential to affect federally listed species,
 - Whether the project is likely to result in a “take” of a state-listed species.

d) Cultural Resources Desktop Analysis

- Halff will conduct a review of THC’s Archeological Sites Atlas and Historic Sites Atlas to identify any historical structures, cemeteries, or archeological sites that have been recorded within the project’s area of potential effects (APE) for archeological resources and non-archeological historic resources. Halff will also review available historical maps, aerial imagery, soils/geology maps, and USGS topographic maps to assess the likelihood of undocumented historical structures, cemeteries, and archeological sites to occur within the APE.

All environmental reporting will be completed before any clearing of the site. The City of Pasadena's review and approval of the Phase I ESA will be required prior to initiation and authorization of the Phase II ESA.

Final Design Services:

Task 3: Topographic Survey

Halff has contracted Amani Engineering, Inc. to perform topographic surveying services for this project. Amani will perform topographic survey for the future pond location on a 100' cross grid. Survey will include all above ground appurtenances, trees, and utilities. Amani will coordinate with Spectra Energy to locate the 30" pipeline location and depth of cover. Amani will perform 500' cross sections along B112-00-00 between Fairmont Parkway and Red Bluff Road. Please see Attachment "E" for more details.

Task 4: Project Management for Final Design

Project management services include:

- a) Project progress meetings, design review meetings, and conference calls
- b) Project site visits
- c) Coordination with HCFCD
- d) Coordination with subconsultants
- e) Coordination and communication with private utility owners to resolve conflicts

Task 5: Civil Design Services

All design work will be completed using AutoCAD Civil 3D and will adhere to the stricter criteria of the City of La Porte standards found in Chapter 5 of the PICM Stormwater Design Criteria Manual and/or HCFCD PCPM. Halff will develop a 3D terrain model of the proposed pond and surrounding improvements for use by the contractor during construction. Plans, specifications, and estimates will be submitted in three phases: 60%, 90%, and final. The drainage design will be based upon decisions approved by the City of La Porte and the HCFCD in the study phase. Drawings that will be prepared include, but are not limited to the following:

- Title Page
- Index of Sheets
- Legends and Abbreviations
- General Notes
- Existing and Proposed Typical Sections
- HCFCD Express Review Sheet
- Project Layout
- Quantity Summaries
- Survey Control and Benchmark Data Sheets
- Horizontal and Vertical Control Sheets
- Drainage Area Maps
- Hydraulic Calculations
- Plan and Profiles

- Detention Pond Grading Plan
- Detention Pond Horizontal Control Plan
- Cross-Sections with Cut and Fill Calculations
- Demolition Plans
- Construction Access
- Traffic Control Plans / Construction Phasing Plan
- Traffic Control Details
- Storm Water Pollution Prevention Plans
- Standard Details

Task 6: Geotechnical Analysis

Halff has contracted Ninyo and Moore to perform geotechnical services on this project. Ninyo and Moore will drill seven (7) borings to a depth of 25 feet and collect soil samples continuously to a depth of 20 feet and at 5-foot intervals after. Laboratory testing will analyze soil samples and a geotechnical report will be prepared outlining dewatering recommendations, earthwork recommendations, slope stability analysis, and erosion and slope paving recommendations. This proposal also includes effort necessary for three (3) days of clearing and grubbing for site access to conduct the field investigation. Please see Attachment “F” for more details.

Task 7: Bid Phase Services

- a) Attendance at the pre-bid meeting and compilation of notes for distribution.
- b) Preparation of pre-bid responses and responding to questions.
- c) Attendance at the bid review meeting and providing input on the selection process.
- d) Preparation of bid recommendation letter and bid tabulation summary.

Construction Phase Services

Task 8: Construction Phase Services

- a) Responding to submittals as requested by the City of La Porte
- b) Responding to RFI as requested by the City of La Porte
- c) Design changes/plan revisions as requested by the City of La Porte
- d) Preparation of record drawings

Additional Services:

The following services have been scoped to be authorized on an as-needed basis line item by line item.

Task 9A: Section 404 Permitting

If the selected project location is determined to contain WOTUS, authorization under Section 404 of the Clean Water Act (Section 404) for regulated activities (i.e. placement of fill) below the Ordinary High-Water Mark (OHWM) would be required prior to beginning construction. Halff's Environmental Team will work with engineering and USACE to secure the appropriate permit to allow construction of the proposed detention pond. This task will include preparation of all permit components as outlined in ENG Form 4345, as follows:

- Name, address, and telephone numbers of the prospective permittee;
- Location of the proposed project;
- A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the activity, in acres, linear feet, or other appropriate unit of measure;
- Project schedule;
- Names and addresses of adjoining property owners;
- List of authorizations required by other federal, interstate, state, or local agencies for the work, including approvals or denials already received;
- Delineation of waters of the United States (see task description);
- Section 404(b)(1) alternatives analysis with discussion of avoidance and minimization measures;
- Compensatory mitigation plan – It is anticipated that the proposed project will involve appropriate avoidance and minimization of adverse impacts to aquatic resources. In the event construction of the detention pond would result in permanent adverse impacts to aquatic function and values the applicant would be required to supply compensatory mitigation. The USACE preferred method (by rule) is purchase of mitigation bank credits. However, in the absence of appropriate bank credits, the Applicant may evaluate on-site/in-kind mitigation alternatives to achieve appropriate mitigation. Mitigation requirements will be informed by the functional value of the wetlands as determined during the delineation, post-project conditional estimates, and pre-application discussions with the USACE to ensure the that proposed project meets compensatory mitigation requirements and the purpose and need of the project (conveyance improvements and flood risk reduction);
- Threatened and endangered species assessment (see task description); and
- Cultural resources assessment (see task description).

Task 9B: Cultural Resources Survey and Reporting

Because the project is being developed by City of La Porte, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires the Texas Historical Commission (THC) to review actions that have the potential to impact archeological historic properties within the public domain. In order to enable the City to meet Antiquities Code of Texas requirements, Halff will conduct an intensive archeological survey within the project corridor. The work will include the following tasks:

- Antiquities Permit
 - Background research will be performed to determine whether any archeological historic properties listed on or eligible for the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL) are documented within or adjacent to the project area and if any previous archeological surveys have been performed in the area. Background research will also include a review of local soil, geologic and land use data to evaluate the potential for buried and undisturbed archeological historic properties in the project area. An Antiquities Permit application will be prepared and submitted to the THC for review along with a Research Design that summarizes the background research and description of the field survey methods.
- Field Survey
 - Upon receipt of the Antiquities Permit number assigned to the project by the THC, an intensive archeological survey will be conducted within the proposed project area. The field survey will conform to the THC-approved Archeological Survey Standards for Texas and conducted in portions of the project area that have not been previously surveyed. Shovel tests will be hand-excavated on a judgmental basis and conducted where the project area exhibits potential to contain undisturbed archeological deposits.
- Reporting
 - Halff will prepare and submit a draft report that conforms to the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation. The survey report will summarize the findings of the archeological survey and provide recommendations regarding any additional archeological work, if needed, with appropriate justifications. Following a period of City review and comment, the draft report will be submitted to THC for review. After addressing any agency comments, Halff will submit a final report to the City and THC.
- Curation
 - Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs, and collected artifacts will be prepared for permanent curation at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

Task 9C: Phase II Environmental Site Assessment

Halff will conduct Limited Phase II Site Investigation activities for the above referenced property. The purpose of the assessment is to determine the presence or absence of volatile organic compounds (VOCs) which includes the benzene, toluene, ethylbenzene, and xylene (BTEX) compounds, total petroleum hydrocarbon (TPH), and/or polynuclear aromatic hydrocarbons (PAHs) impacted soil and/or groundwater at the Site which may have resulted from unknown and/or undocumented releases. The proposed investigation will include the installation of three soil

borings, conversion of the soil borings into temporary groundwater screening points, and the collection and laboratory analysis of soil and groundwater samples.

Task 10: Subsurface Utility Engineering

Depending on the final location of the detention pond, the pond outfall may cross above or below the existing 30" Spectra natural gas pipeline. In order to avoid a utility conflict, one (1) quality-level A pothole is scoped to identify the depth of the pipeline.

Task 11: Construction Staking

Construction staking services will be performed by Amani Engineering. Amani will recover and reset survey controls delineated in the design phase. This effort does not include staking out the pond boundary. Halff will provide design CADD files to the contractor for reference.

Services Not Included:

- Tier II Water Quality Certification
- NEPA Documentation
- Construction staking of pond limits including top of bank and toe

List of Assumptions:

1. All consultant fees shown on are considered to be time and materials, unless otherwise noted.
2. The City of La Porte will provide any procedures, policies, data collection systems, engineering guidelines, standards, and design criteria that will be required for this project.
3. The City of La Porte will retain ownership of any deliverables and electronic files created for this project but will not be supplied with software applications or licenses as part of this project.
4. The scope of services does not include any preparation or attendance at any public meetings pertaining to the project design or construction.
5. The City of La Porte will prepare the project manual and front end documents for this project. Halff will prepare the bid form, specifications, general provisions, and special specifications.

Attachment "B"
100 Acre-Foot Interlocal Detention Pond
Revision 1

Date: July 30, 2021
Revision 1: August 27, 2021
Revision 2:

	Principal / Managing Director	Project Manager	Project Engineer	Senior CADD Technician	Admin	Total Hours	Total Cost
HOURLY RATE	\$ 210	\$ 165	\$ 120	\$ 96	\$ 60		
ITEM 1: STUDY PHASE SERVICES:							
Task 1 - Impact Analysis Report							
1.A Project Management	4	16	16			36	\$ 5,400
1.B Data Collection		8	16			24	\$ 3,240
1.C Existing conditions Hydraulics and Hydrology	2	16	40			58	\$ 7,860
1.D Proposed conditions analysis	4	24	80	40		148	\$ 18,240
1.E Develop estimated construction costs	2	8	16			26	\$ 3,660
1.F Impact Analysis Report	2	8	40	16		66	\$ 8,076
1.G QA/QC	4	16	8			28	\$ 4,440
Subtotal Hours	18	96	216	0	0	28	
Subtotal Fee	\$ 3,780	\$ 15,840	\$ 25,920	\$ -	\$ -		\$ 50,916
Task 2: Environmental Analysis							
2.A Phase I Environmental Site Assessment (ESA)		12	40				\$ 6,780
2.B Wetlands Delineation / WQUS Identification and Reporting	2	20	40				\$ 8,520
2.C A/D/P/J/D Preparation and Submittal	2	4	24				\$ 3,960
2.D Threatened and Endangered Species Habitat Assessment	2	4	24				\$ 3,960
2.E Cultural Resources Desktop Analysis	2	4	24				\$ 3,960
Subtotal Hours	8	44	152	0	0	204	
Subtotal Fee	\$ 1,680	\$ 7,260	\$ 18,240	\$ -	\$ -		\$ 27,180
TOTAL FEES: STUDY PHASE SERVICES:							\$ 78,096
ITEM 2: FINAL DESIGN SERVICES:							
Task 3: Topographic Survey Services (Amani Engineering)							
3.A Topographic Survey of Project Area							\$ 26,320
Subtotal Hours							
Subtotal Fee							\$ 26,320
Task 4 - Project Management							
4.A Project Progress Meetings		8	8			16	\$ 2,280
4.B Project Site Visits		8	8			16	\$ 2,280
4.C Coordination with HCFCD		8	8			16	\$ 2,280
4.D Coordination with subconsultants		16	16			32	\$ 4,560
4.E Coordination with private utilities		8				8	\$ 1,320
Subtotal Hours	0	48	40	0	0		
Subtotal Fee	\$ -	\$ 7,920	\$ 4,800	\$ -	\$ -		\$ 12,720
Task 5: Civil Design Services							
5.A Project Drawings							
Title Page		1	2	2		5	\$ 597
Index of Sheets		1	2	2		5	\$ 597
Legend & Abbreviations		1	2	2		5	\$ 597
General Notes		1	2	2		5	\$ 597
Existing and Proposed Typical Sections		2	4	8		14	\$ 1,578
HCFCD Express Review Sheet		2	4			6	\$ 810
Project Layout		1	2	8		11	\$ 1,173
Quantity Summary Sheet		1		2		3	\$ 357
Existing Drainage Area Maps		1	2	4		7	\$ 789
Proposed Drainage Area Maps		2	4	8		14	\$ 1,578
Hydraulic Calculations		1	2	4		7	\$ 789
Plan and Profile Sheet for Outfall		1	4	12	24	41	\$ 4,614
Detention Pond Grading Plan and Development of 3D Terrain Model		4	40	240	240	524	\$ 59,280
Detention Pond Horizontal Control Plan		2	16	24		42	\$ 4,554
Cross-Sections with Cut and Fill Calculations		2	8	40	40	90	\$ 10,380
Demolition Plan		2	8	16		26	\$ 2,826
Construction Access Plan		2	8	16		26	\$ 2,826
Traffic Control Plan / Construction Phasing Plan		1	2	8		11	\$ 1,173
Traffic Control Details		1	2	4		7	\$ 789
SWPPP Layout		2	8	16		26	\$ 2,826
Modification of SWPPP Details		1	2	4		7	\$ 789
Modification of Storm Sewer Details		1	2	4		7	\$ 789
5.B Estimate of Probable Construction (60%, 90%, and Final)		1	4	24		29	\$ 3,750
5.C Specifications		2	8	24		34	\$ 4,620
Subtotal Hours	10	90	414	438	0	952	
Subtotal Fee	\$ 2,100	\$ 14,850	\$ 49,680	\$ 42,048	\$ -		\$ 108,678
Task 6: Geotechnical Analysis (Ninyo and Moore)							
6.A Geotechnical Analysis							\$ 35,999
6.B Site Clearing for Access (3 days @ \$3,200/day)							\$ 9,600
Subtotal Hours							
Subtotal Fee							\$ 45,599
Task 7: Bid Phase Services							
7.A Attend pre-bid meeting & compile notes		2	2			4	\$ 570
7.B Prepare pre-bid responses & respond to question		2	2			4	\$ 570
7.C Attend bid review meeting		2	2			4	\$ 570
7.D Prepare bid recommendation letter & bid tabulator		2	2			4	\$ 570
Subtotal Hours	0	8	8	0	0	16	
Subtotal Fee	\$ -	\$ 1,320	\$ 960	\$ -	\$ -		\$ 2,280
TOTAL FEES: FINAL DESIGN SERVICES							\$ 195,597
ITEM 3: CONSTRUCTION PHASE SERVICES:							
Task 8: Construction Phase Services							
8.A Respond to submittals		2	16			18	\$ 2,250
8.B Respond to RFI		8				8	\$ 1,320
8.C Revisions		4	16			20	\$ 2,580
8.D Preparation of Record Drawings		4	16	24		44	\$ 4,884
Subtotal Hours	0	18	48	24	0	90	
Subtotal Fee	\$ -	\$ 2,970	\$ 5,760	\$ 2,304	\$ -		\$ 11,034
TOTAL FEES: CONSTRUCTION PHASE SERVICES							\$ 11,034
TOTAL FEES: PER, FINAL DESIGN, & CONSTRUCTION PHASE							\$ 284,727
ADDITIONAL SERVICES:							
Task 9: Additional Environmental Analysis							
9.A Nationwide Permit / Regional General Permit (if required)	8	24	40				\$ 10,440
9.B Cultural Resources Constraints Analysis (pending results of THC)	4	24	40		96		\$ 15,360
9.C Phase II Environmental Site Assessment (pending results of Phase I ESA)	4	80	80				\$ 23,640
Subtotal Hours	16	128	160	0	96		
Subtotal Fee	\$ 3,360	\$ 21,120	\$ 19,200	\$ -	\$ 5,760		\$ 49,440
Task 10: Subsurface Utility Engineering (Amani Engineering)							
10.A QL-A and QL-B SUE for 30" Spectra Energy Pipeline							\$ 4,820
Subtotal Hours							
Subtotal Fee							\$ 4,820
Task 11: Construction Staking (Amani Engineering)							
11.A Construction Staking							\$ 2,955
Subtotal Hours							
Subtotal Fee							\$ 2,955
TOTAL FEES: ADDITIONAL SERVICES							\$ 57,215
TOTAL FEES: STUDY, FINAL DESIGN, CONSTRUCTION PHASE SERVICES, AND ADDITIONAL SERVICES							\$ 341,942



<p>LEGEND</p> <p> HCFCF Channels</p> <p> Flow Paths</p> <p> Proposed Detention Pond</p> <p> Project Area</p>	<p>Notes:</p> <p>1. NearMap 2021</p> <p>DRAFT</p>	<div data-bbox="1008 2697 1401 2828"></div> <div data-bbox="1401 2697 1743 2828"></div> <div data-bbox="1008 2828 1743 3014"><p>100 Acre-Foot Interlocal Detention</p><p>Project Area</p></div>	<p>Exhibit C</p>
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Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

August 26, 2021

Mr. Kurt Russell, PE
Halff Associates, Inc.
100 I-45 North, Suite 260
Conroe, TX 77301-2701
936.777.6379

Re: Willow Springs Bayou (B112-00-00) 100 ac-ft Detention Pond ILA Project
Fee Proposal for Topographic and Construction Surveying Services – Revision 2

Dear Mr. Russell:

Amani Engineering, Inc. is pleased to provide this revised fee proposal to perform topographic and construction surveying for City of La Porte in conjunction with the City of Pasadena – Detention Pond. Based on our understanding from the email dated July 21, 2021, we propose the following scope of work, exceptions, deliverables, schedule, and fee.

I. SCOPE OF WORK

A. Topographic Survey

- Tie into closest Harris County Flood Control Monument (RM 020250 or RM 020245 depending on pond location). Set horizontal and vertical controls. Horizontal Datum will be NAD 83 (2011 ADJ) Texas South Central Zone (4204). Vertical Datum will be NAVD88 (2001 ADJ). Vertical Datum will be NAVD 88 (2001 ADJ) GEOID99 (CONUS). Scale factor will be determined from OPUS observation of Harris County Flood Control Monument.
- Set horizontal and vertical controls throughout the project.
- Perform topographic survey for one (1) approximately 15 acre proposed detention site to include 100' cross grid. Survey will include all above ground improvements, tree lines of wooded areas within the pond limits and visible utilities.
- Review public and private record drawings and reconcile visible above ground utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records, to be provided by client.
- Survey all markings that indicate the presence/approximate location of a subsurface utility.
- Perform Texas One-call system to locate and mark all private utilities where B112-00-00 crosses Red Bluff Road and Fairmont Parkway. Request utility information from CenterPoint Energy, AT&T, and Comcast.
- Coordinate with Spectra Energy to obtain contact information, pipeline size, location and depth of cover at location provided by client.
- Perform 500-foot cross sections along B112-00-00 between Fairmont Parkway and Red Bluff Road, approximately 6,000 LF.
- Parcel boundary will be shown based on record deed information. A boundary survey will not be performed.
- Survey seven (7) geotechnical boreholes set by others and provide x, y and z of each borehole in a spreadsheet, as well as, on the base drawing.
- Prepare Texas RPLS signed and sealed survey control map.

B. Additional Services

- One (1) QL-A testhole for the 30" natural gas pipeline owned by Spectra Energy between pond location 2 and B112-00-00. Location to be specified by client.

C. Construction Surveying Services

- Recover/reset survey controls set during design phase

II. EXCLUSIONS:

- Clearing.
- Abstracting and Boundary or right-of-way determinations surveys.
- Public and private utility record drawings to be provided by client.
- Plan and profiles drawings.
- Right-of-entry and line of site clearing permission to be provided by client.
- DTM surface.
- Stake out the pond limits including the top of bank and toe

III. DELIVERABLES

- Topographic survey drawings in plan view in AutoCAD Civil 3D format.
- Electronic copies of field notes and ASCII file.
- Texas RPLS signed and sealed Survey Control Map in PDF format.
- Stakes in the field during construction phase.

IV. SCHEDULE

- Topographic Survey –Ten (10) weeks from the date of your written authorization and obtaining ROE, for 90% submittal of the topographic survey, weather permitting.
- Two (2) weeks from the date we receive review comments for 100% submittal of the topographic survey.
- Schedule for construction staking is contingent upon construction contractor's schedule.

V. FEE

- Based on the enclosed level of effort estimate we propose a not to exceed fee of **\$26,320.00** for topographic survey; **\$4,820.00** for additional services; and **\$2,955.00** for construction staking services. The enclosed labor rate schedule shall be used for invoicing purposes and supported with time sheets.
- For construction staking, a minimum 6 hours of survey crew time shall be charged to Client on the day when survey crew is utilized for less than those hours.

We appreciate this opportunity to propose on this project. Please call Christina Weaver, RPLS at 713-270-5700 ext. 116 if you have questions or need additional information concerning this proposal.

Yours sincerely,

For Amani Engineering, Inc.



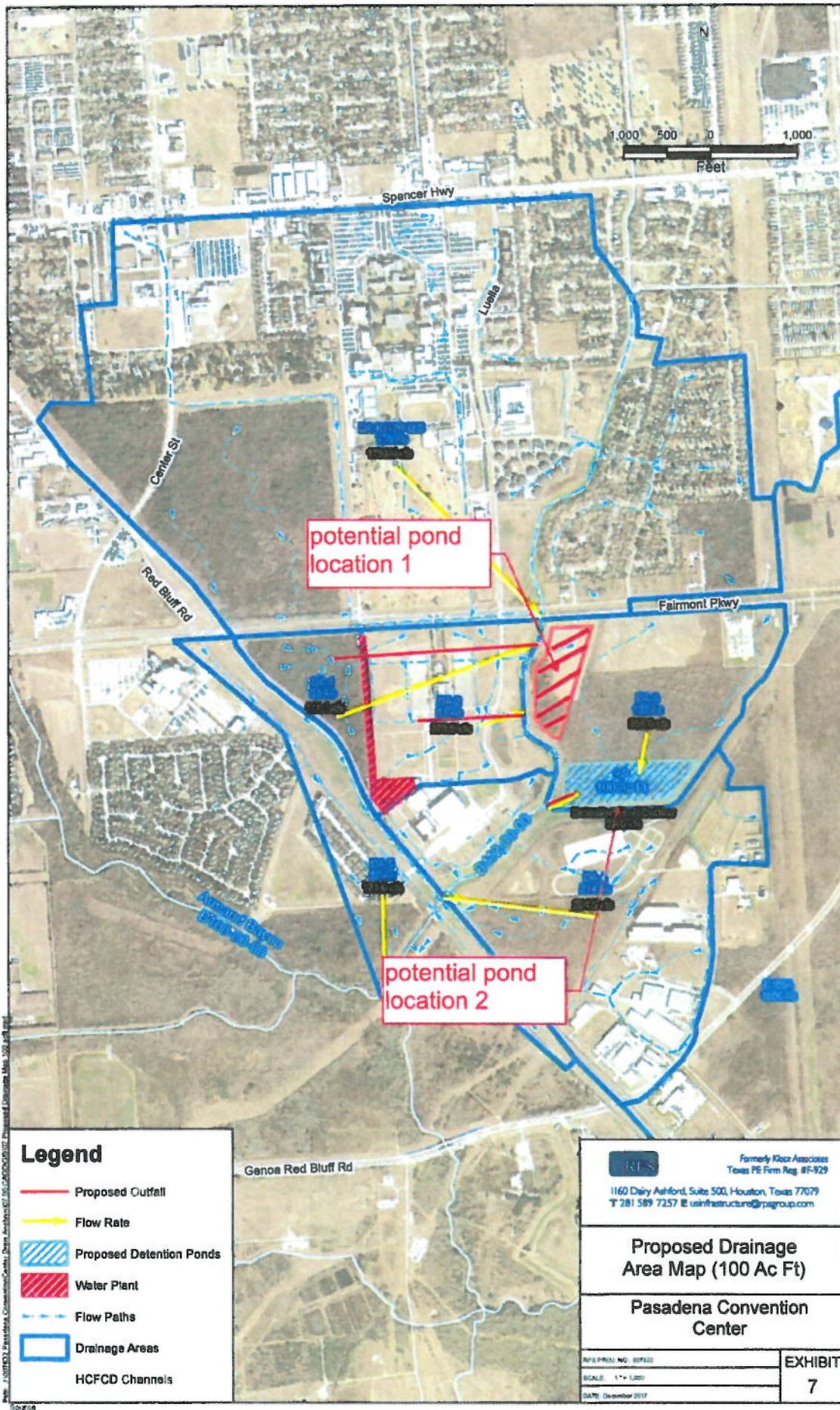
H. Prasad Kolluru, P.E.

President

TBPE Firm Reg. No. F-4528
TBPLS Firm Reg. No. 10028200

HPK: dfb: md

- Encl: 1.) Exhibit 1-Limits of Survey
2.) Exhibit 2-Level of Effort Estimate
3.) Amani's Labor Rate Schedule



Date: 1/10/2018 Pasadena Convention Center, Data Analysis: 10/24/2017 Proposed Drainage Map, 10/24/2017
 Source:

Legend

- Proposed Outfall
- Flow Rate
- Proposed Detention Ponds
- Water Plant
- Flow Paths
- Drainage Areas
- HCPCD Channels



Formerly K&S Associates
Texas PE Firm Reg. #F-929

1160 Dairy Ashford, Suite 500, Houston, Texas 77079
T 281 589 7257 E usinfrastructure@rsigroup.com

Proposed Drainage Area Map (100 Ac Ft)

Pasadena Convention Center

RFIS PROJ. NO.: 001622

SCALE: 1" = 1,000'

DATE: December 2017

EXHIBIT

7

Willow Springs Bayou (B112-00-00) 100 ac-ft Detention Pond ILA Project
Level of Effort for Surveying Services - Revision 2

Client: Halff

8/26/2021

Task No.	Task Description	Project Manager \$195.00/Hr	Project RPLS \$170.00/Hr	Graduate Engineer. \$110.00/Hr	Survey Technician \$95.00/Hr.	SUE Technician \$110.00/hr	3-Man Survey Crew \$170.00/hr	Clerical Staff \$90/Hr	Task Hour Totals	Cost (\$)
A	Topographic Survey									
	Tie into closest Harris County Flood Control Monument		1		2		4		7	\$1,040.00
	Set horizontal and vertical controls throughout the project.				2		8		10	\$1,550.00
	Perform topographic survey for one (1) approximately 15 acre proposed detention pond to include and 100' cross grid. Survey will include all above ground improvements, tree lines of wooded areas within the pond limits and visible utilities.		2		4		40		46	\$7,520.00
	Prepare Topographic base plan drawing		1		24				25	\$2,450.00
	Review utility record drawings, request utility information for along roadways from CenterPoint and AT&T				8	4			12	\$1,200.00
	Coordinate with Spetra Energy to obtain contact information, pipeline size, location and depth of cover for each pipeline at location provided by client					4	4	2	10	\$1,300.00
	Perform 500 foot cross sections along B112-00-00 between Fairmont Parkway and Red Bluff Road, approximately 6,000 LF.				2		40		42	\$6,990.00
	Survey seven (7) geotechnical boreholes set by others and provide x, y and z of each borehole in a spreadsheet, as well as, on the base drawing.		1		4		8		13	\$1,910.00
	Prepare survey control drawings (survey layout and monument recovery sheets).		4		8				12	\$1,440.00
	Project Management, Administration and QA/QC	2		4				1	7	\$920.00
	Estimated Hours Sub Totals	2	9	4	54	8	104	3	184	
	Estimated Fee Sub Totals	\$390.00	\$1,530.00	\$440.00	\$5,130.00	\$880.00	\$17,680.00	\$270.00		\$26,320.00
B	Additional Services									
	Coordinate with pipelines and perform limited Level B SUE to designate the pipe line.	1.0				8			9.0	\$1,075.00
	One (1) QL-A testhole for the 30" natural gas pipeline owned by Spectra Energy between pond location 2 and B1112-00-00 as provided by client. (1 @ \$2,650.00 ea lumpsum)								L.S.	\$2,650.00
	Survey testhole and prepare Texas PE signed and sealed data sheet	1				2	4		7	\$1,095.00
	Estimated Hours Sub Totals	2.0	0	0	0	10	4	0	16.0	
	Estimated Fee Sub Totals	\$390.00	\$0.00	\$0.00	\$0.00	\$1,100.00	\$680.00	\$0.00		\$4,820.00
C	Construction Staking Services									
	Recover/Reset survey controls set during design phase		2		6	16			24	\$2,670.00
	Project Management, Administration and QA/QC	1						1	2	\$285.00
	Estimated Hours Sub Totals	1	2	0	6	16	0	1	26	
	Estimated Fee Sub Totals	\$195.00	\$340.00	\$0.00	\$570.00	\$1,760.00	\$0.00	\$90.00		\$2,955.00
	Total									\$34,095.00

 **Amani Engineering, Inc.**
 • Engineers • Surveyors • Construction Managers

[Handwritten signatures]



LABOR RATE SCHEDULE

(Effective January 1, 2021– December 31, 2021)

<u>Category</u>	<u>Hourly Rate</u>
• Principal Engineer (P.E)	\$250.00
• Project Manager (P.E)	\$195.00
• Senior Civil Engineer (P.E.)	\$160.00
• Registered Professional Land Surveyor (R.P.L.S)	\$170.00
• Civil Engineer (P.E.)	\$140.00
• Structural Engineer (P.E.)	\$155.00
• Mechanical/ HVAC (P.E.)	\$155.00
• Electrical Engineer, (P.E.)	\$155.00
• Graduate Engineer/E.I.T.	\$110.00
• Senior Designer	\$110.00
• Designer/ Estimator/ Scheduler	\$100.00
• Construction Inspector	\$ 95.00*
• Senior Construction Inspector	\$100.00 *
• CADD Operator	\$ 95.00
• Survey Technician	\$110.00
• SUE Technician	\$110.00
• Secretarial	\$ 90.00
• 4- Man Survey crew (6-hour minimum)	\$195.00
• 3- Man Survey crew (6-hour minimum)	\$170.00
• 2- Man Survey crew (6-hour minimum)	\$155.00
• GPS Instrument (6-hour minimum)	\$ 50.00
• SUE Crew w/ Vacuum Truck (8-hour minimum)	\$495.00

* Hourly rates for Construction Inspector vary depending upon the duration of contract and the skill level.

August 17, 2021
Proposal No. 16-01103

Mr. Kurt Russell, PE
Halff Associates
100 I-45 North, Suite 260
Conroe, Texas 77301

Subject: Proposal to Perform Geotechnical Evaluation
Willow Springs Bayou (B112-00-00) 100 ac-ft Detention Pond ILA Project
Southeast of Fairmont Parkway and Red Bluff Road
La Porte, Texas

Dear Mr. Russell:

We are pleased to present this proposal to perform a geotechnical evaluation for the subject project. This proposal was prepared based on the information that we received from your office and it outlines our scope of services, anticipated schedule, and time and materials fee for this phase of work.

SITE AND PROJECT DESCRIPTION

We understand the City of La Porte in conjunction with the City of Pasadena plans to design and construct a new detention pond to be located south of Fairmont Parkway and approximately ½-mile east of Red Bluff Road in La Porte, Texas. There are two potential locations for the detention pond; however, a site has not yet been determined at the time of this proposal. It is anticipated the new detention pond will have an area of about 15 acres and will be about 10 feet deep with side slopes of 4:1 (Horizontal:Vertical).

Based on a review of aerial photographs, the site appears to be heavily vegetated with trees and brush. We anticipate clearing will be needed to access some of the boring locations and have included a line item for clearing services within our cost estimate.

SCOPE OF SERVICES

Our field work and collection of samples will be in general accordance with Harris County Flood Control District (HCFCD) 2010 guidelines.

The scope of services we will perform for this phase of the project is outlined below:

- Perform a reconnaissance of the project site and mark out proposed boring locations. We will also contact Texas811 prior to exploration.
- Provide a dozer (or hydro ax) with operator to clear pathways to some of the boring locations.
- Drill, log, and sample seven exploratory borings at the selected site. The borings will be drilled with an ATV-mounted drilling rig equipped with straight flight augers and rotary wash equipment to depths of about 25 feet each below the existing ground surface (bgs). The borings will be covered to take measurements of the water level after 24 hours. Two of these borings will be converted to piezometers after completion of drilling.
- Collect geotechnical soil samples continuously to a depth of 20 feet and at 5-foot intervals thereafter. Samples will be taken using conventional split-spoon and/or thin-wall tube sampling techniques for laboratory testing and analysis.
- Perform laboratory testing that will generally consist of moisture content, No. 200 Wash, Atterberg limits, double hydrometers, crumb, and strength testing. We will also perform two Consolidated Undrained (CU) Triaxial Compression Tests.
- Prepare a geotechnical report presenting the results of our evaluation. The report will be sealed by a Professional Engineer licensed in the State of Texas and will include the following:
 - Description of work scope, laboratory, and field procedures;
 - Maps (including published faults in project vicinity) and boring plans;
 - Boring logs and laboratory test results;
 - Subsurface soil and groundwater conditions;
 - Excavation characteristics of onsite soils;
 - Dewatering recommendations;
 - Earthwork recommendations, including OSHA soil classifications;
 - Design recommendations for detention basin side slopes and liner (if needed).
 - Slope stability analysis to evaluate allowable side slopes using estimated parameters; and
 - Erosion and slope paving recommendations.

ASSUMPTIONS

- The site is accessible to ATV-mounted drilling equipment and site access will be granted.
- We are estimating approximately three days of clearing will be needed to access the boring locations.
- The boreholes can be backfilled with soil cuttings from the drilling activities.

- Some ground disturbance should be expected as a result of our fieldwork.
- Ninyo & Moore will contact Texas811 prior to performing our subsurface evaluation. We will not be responsible for damage to utilities encountered during subsurface exploration that have not been marked out or shown on plans.
- Ninyo & Moore will not need to obtain any permits or environmental clearance as a part of this project.
- Our field exploration does not include any sampling, testing, or chemical analysis of soil, groundwater, surface water, or other materials for the purpose of evaluating possible environmental hazards or risks. These services can be provided, if requested, as an additional scope of work.

SCHEDULE

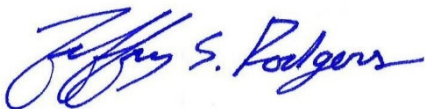
We are prepared to initiate this project immediately upon receiving your authorization to proceed. Assuming that there are no delays due to inclement weather or site access restrictions, we anticipate that our fieldwork will be performed within about two weeks after receipt of the notice to proceed. We anticipate issuing a report within about six weeks after fieldwork is completed.

FEE


We propose to provide our services on a time-and-materials basis for an estimated fee of \$45,599 (Forty-Five Thousand Five Hundred Ninety-Nine Dollars) as shown on the attached cost estimate. The above estimated fee assumes up to three days to clear pathways to the boring locations depending on which site is selected. Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current fee schedule.

To authorize our services, please sign and return the attached Work Authorization and Agreement. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Jeff Rodgers, PE, PG
Principal Engineer



Jay Sunderwala, PE
Managing Principal Engineer

JSR/JTS/lis

Attachments: Cost Estimate
Work Authorization and Agreement

PROPOSAL NO: 16-01103

TITLE: Willow Springs Bayou (B112-00-00) 100 ac-ft Detention
Pond ILA Project

DATE: 8/17/2021

Ninyo & Moore Fee Schedule

CODE

<u>FIELD STUDY/SUBSURFACE FIELD INVESTIGATION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Mobilization/Demobilization	LS	1	\$700.00	\$700.00
Project Engineer, P.E. (Coordination)	HR	2	\$185.00	\$370.00
Project Engineer, P.E. (Site Recon.)	HR	0	\$185.00	\$0.00
Soil Boring	FT	175	\$22.00	\$3,850.00
Piezometer Installation	FT	50	\$20.00	\$1,000.00
Graduate Engineer (Trips for water readings)	HR	0	\$155.00	\$0.00
Vehicle Charge	HR	0	\$15.00	\$0.00
Clearing (includes dozer operator and staff time)	DY	3	\$3,200.00	\$9,600.00
TOTAL FIELD / SUBSURFACE INVESTIGATION				\$15,520.00
<u>BORING LOCATIONS & LOGGING</u>				
Graduate Engineering (Locating Borings)	HR	8	\$155.00	\$1,240.00
Graduate Engineering (Logging Borings)	HR	20	\$155.00	\$3,100.00
Vehicle Charge	HR	28	\$15.00	\$420.00
TOTAL BORINGS				\$4,760.00
<u>LABORATORY TESTING/SOIL TESTS</u>				
Moisture Content of Soils by Mass (D2216)	EA	66	\$9.00	\$594.00
Liquid and Plastic Limits (D4318)	EA	28	\$65.00	\$1,820.00
Unconsolidated-Undrained Triaxial Compression	EA	14	\$75.00	\$1,050.00
Unconfined Compressive Strength (D2166)	EA	14	\$45.00	\$630.00
Percent Passing #200 Sieve (D1140)	EA	28	\$60.00	\$1,680.00
Double Hydrometer (D4221)	EA	7	\$175.00	\$1,225.00
Consolidated Undrained (D-4767)	EA	2	\$1,980.00	\$3,960.00
Dispersive Characteristic by Crumb Test (D6572)	EA	14	\$40.00	\$560.00
TOTAL LABORATORY / SOIL TESTS				\$11,519.00
<u>ENGINEERING/REPORTING</u>				
Principal, P.E.	HR	6	\$210.00	\$1,260.00
Principal, P.E. (Comments)	HR	2	\$210.00	\$420.00
Senior Engineer, P.E.	HR	24	\$200.00	\$4,800.00
Senior Engineer, P.E. (Comments)	HR	8	\$200.00	\$1,600.00
Project Engineer, P.E.	HR	0	\$185.00	\$0.00
Graduate Engineer, E.I.T.	HR	24	\$155.00	\$3,720.00
Graduate Engineer, E.I.T. (Comments)	HR	8	\$155.00	\$1,240.00
Administrative Asst. / Clerical Support	HR	8	\$95.00	\$760.00
TOTAL ENGINEERING / REPORTING				\$13,800.00
			TOTAL	\$45,599.00

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to: **NINYO & MOORE**
2313 W. Sam Houston Parkway, North, Suite 119
Houston, Texas 77043

PROPOSAL NO. **16-01103**

1. PROJECT ADDRESS: **Southeast of Fairmont Parkway and Red Bluff Road
La Porte, Texas**
2. PROJECT DESCRIPTION: **Geotechnical Evaluation
Willow Springs Bayou (B112-00-00) 100 ac-ft Detention Pond ILA Project**
3. SCOPE OF STUDY: **Please refer to proposal dated August 17, 2021.**
4. FEE: **\$45,599 (Forty-Five Thousand Five Hundred Ninety-Nine Dollars – Time and Materials)**
5. PORTION OF FEE IN ADVANCE OF WORK: **None**
6. CLIENT: **Halff Associates** PHONE: **936-756-6832**
100 I-45 North, Suite 260
Conroe, Texas 77301
- CONTACT: **Mr. Kurt Russell, PE** PHONE: **936-777-6378**
7. STATEMENT TO BE SENT TO: **Client**

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **Halff Associates**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as No. **16-01103** dated **August 17, 2021**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute.

The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent

Jeff Rodgers, PE / Principal Engineer

Date

08/17/21

Date

PM: JSR



REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: October 11, 2021

Requested By: Lorenzo Wingate, Asst. Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Draft ILA – Bayside Terrace

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☐ No

SUMMARY & RECOMMENDATION

Receive report regarding Harris County Flood Control District's (HCFCD) and Harris County Precinct 2's current and future plans related to flooding in the City of La Porte.

- City staff is currently negotiating inter-local agreements with HCFCD for: Bayside Terrace Subdivision Improvement Project; Brookglen Subdivision Drainage Improvement Project; and F216 Drainage Improvement Project - Phase III.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into pursuant to Texas Government Code Ann. 791.001, et seq. (the Interlocal Cooperation Act), by and between **City of La Porte, Texas**, a body corporate and politic under the laws of the State of Texas, located within Harris County, and hereinafter referred to as the "City", and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," or "HCFCD," each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the City desires to improve the drainage system in the Bayside Terrace Subdivision located on City property and will design the demolition and reconstruction of the drainage system ("Project") as illustrated on the documents attached hereto as Exhibit A; and

WHEREAS, the District, whose mission is to provide flood damage reduction projects with appropriate regard for community and natural values, desires to contribute to the Project to reduce the flood risk to City residents; and

WHEREAS, the City has estimated the cost of the Project to be \$7,336,458.75, as shown on attached Exhibit B and the City is willing to contribute \$4,462,940.38 ("City Contribution") toward the cost of the Project; and

WHEREAS, the District desires to contribute a maximum of \$2,873,518.37 ("District Contribution") toward the cost of the drainage components of the Project; and

WHEREAS, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, the Parties agree as follows:

I.

Within forty-five (45) days of the execution of this Agreement by both Parties, the District shall pay the City the sum of \$2,873,518.37 as the District Contribution toward the cost of the Project. The City will contribute \$4,462,940.38 as the City Contribution toward the cost of the Project.

II.

The City will be responsible for the hiring of consultants and/or awarding of contracts for the design and construction phases of the Project. The City will award the construction contract for the Project in accordance with competitive bidding laws applicable to the City. The City's determination of the lowest responsible bidder for the Project shall be final. If the City encounters environmental contamination or other issues that make it impossible to continue the Project during construction, it shall immediately halt all work on the Project until the Parties have discussed how to proceed. Under no circumstances shall the District be responsible for any remediation costs or any costs associated with contamination. If this Agreement is terminated by the City because of environmental contamination, the City will be responsible for all costs of the Project to the point of termination.

III.

The City will strive to engage with prime contractors and subcontractors that represent the diverse businesses of Harris County. The City will ensure that historically underutilized minority- and woman-owned businesses (M/WBEs) receive a fair and equal opportunity to participate in the City's procurement process, in accordance with the City's procurement policy.

IV.

Upon execution of this Agreement, the City shall prepare or cause to be prepared drawings and specifications for the Project to be constructed and perform other engineering services in connection therewith. The City shall submit the drawings and specifications to HCFCD or its designee who is authorized to review and approve said documents on behalf of HCFCD. HCFCD shall promptly review and approve the drawings and specifications, which approval shall not be unreasonably withheld.

The City may make changes and amendments to the drawings and specifications within the design intent of the Project as the City deems necessary or desirable during construction and shall notify District of all such changes and amendments within two (2) calendar days after making such a change or amendment. In the event the changes or amendments result in a change in cost of the Project, the City shall obtain District approval prior to proceeding with the change. The District shall review changes or amendments and shall provide a documented decision within two (2) calendar days. Should the District fail to provide its documented decision within two days, this shall be interpreted as no objection from the District regarding the change(s) or amendment(s). In the event the changes or amendments result in a change in cost of the Project, the City shall obtain District approval prior to proceeding with the change. The District, upon approval by Harris County Commissioners Court, will pay half of any drainage-related costs that exceed the amount of the District Contribution. The City, upon approval of the City Council of the City of LaPorte, will pay the other half of the drainage-related costs and the total cost of any non-drainage element overages.

V.

The District shall have access at all reasonable times to the Project construction site and to all relevant drawings, specifications, contract documents, and records to verify that the Project is constructed in compliance with this Agreement. The City will include the District in all Project design and construction progress meetings.

VI.

The City has been advised by the District and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of Two Million Eight Hundred Seventy-Three Thousand Five Hundred Eighteen And 37/100 Dollars (\$2,873,518.37) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the District must first be approved by Harris County Commissioners Court and certified as available by the County Auditor.

VII.

The City or the District may terminate this Agreement, without cause, upon thirty (30) days' written notice to the other Party until such time as the City awards the construction contract for the Project, in which case any unspent portion of the District Contribution shall be returned to the District in a timely manner. Once the Project has started construction, if the City terminates this Agreement

for any reason other than as stated in Paragraph II herein, the City will refund to the District any unused portion of the District Contribution.

VIII.

Upon completion of the construction of the Project, the City shall provide the District with record drawings of the Project. The City will maintain, at its own expense, the Project site once it is complete.

IX.

The District shall have the right to audit the City's financial records for this Project upon request. If the audit reveals that the bills and expenses billed to the Project do not correlate to the amount paid by the District, the City shall compensate the District for any amounts it did not expend on the Project and the City will pay the cost of the audit. The District Contribution will go toward the drainage component(s) of the Project as defined as: site preparation, pavement and sidewalk reconstruction, storm sewer improvement, and additional services related to the listed components. If the City spent any of the District Contribution on non-drainage components of the Project, the City will refund the portion of the District Contribution that it spent on non-drainage components.

X.

The City will cause to be inserted in the construction contract for the Project an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Project or any associated improvements, or on account of any act of omission by the contractor. The District will require its contractors to name the District and the City as additional insureds.

XI.

The Parties agree to give each other at least seventy-two (72)-hours-notice prior to the release of information regarding the Project to the news media, private citizens or community organizations.

XII.

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

All notices and communications under this Agreement shall be submitted electronically to citysecretary@laportetx.gov, or mailed by certified mail, return receipt requested, or delivered to the City at the following addresses:

City of La Porte
604 W Fairmont Parkway,
La Porte, TX 77571
Attention: City Manager

XIII.

No Party hereto shall make, in whole or in part, any assignment of the Agreement or any obligation hereunder without the prior written consent of the other Party.

XIV.

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

XV.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
Harris County Attorney

**HARRIS COUNTY FLOOD CONTROL
DISTRICT**

By:

DocuSigned by:
Laura Fiorentino Cahill
D9FE318CE1BA4BE...

LAURA FIORENTINO CAHILL
Senior Assistant County Attorney

By:

LINA HIDALGO,
County Judge

ATTEST:

CITY OF LA PORTE, TEXAS

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

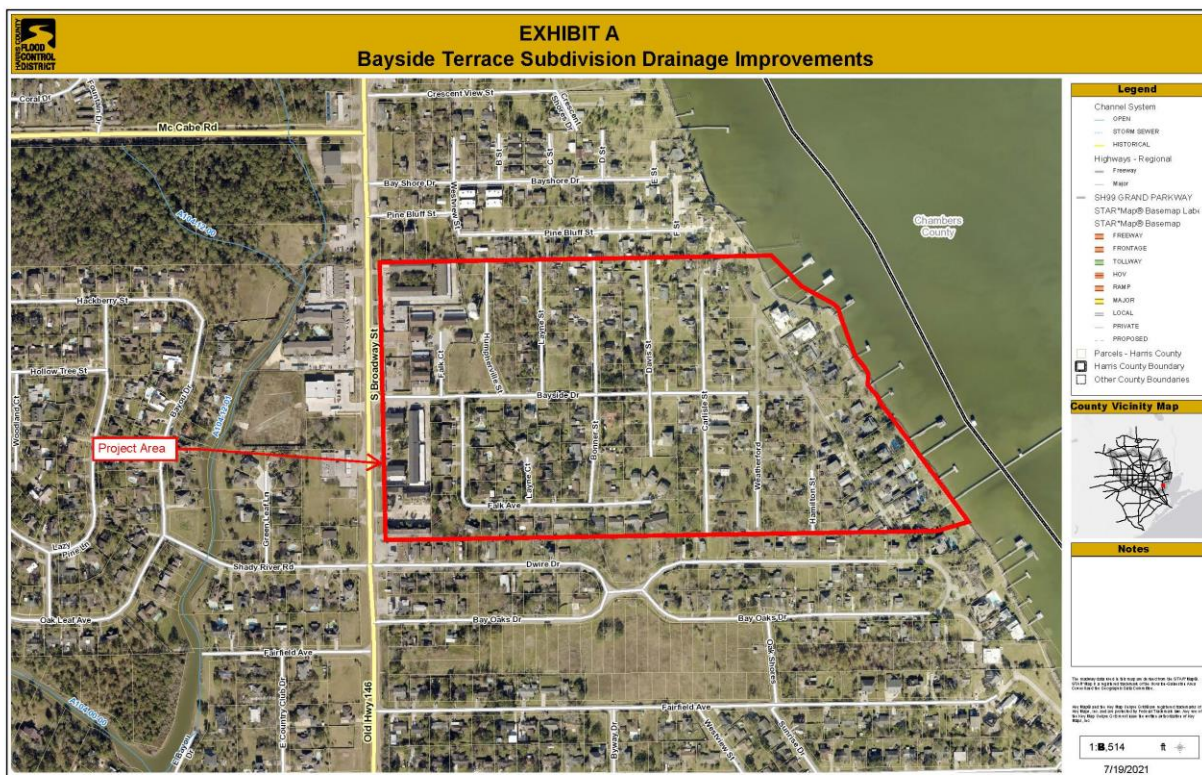


EXHIBIT B**Bayside Terrace Subdivision Drainage Improvements**

Estimated Project Costs	
Construction (includes 10% contingency)	\$6,945,172.30
Engineering (Design, Bid and Construction)	\$252,383.00
Additional Services (material testing, etc)	\$138,903.45
Project Total	\$7,336,458.75
City of La Porte Share (61%)	\$4,462,940.38
HCFCD Share (39%)	\$2,873,518.37

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____ constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BETWEEN CITY OF LA PORTE AND
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, the City desires to improve the drainage system in the Bayside Terrace Subdivision located on City property and will design the demolition and reconstruction of the drainage system ("Project") as illustrated on the documents attached hereto as Exhibit A; and

WHEREAS, the District, whose mission is to provide flood damage reduction projects with appropriate regard for community and natural values, desires to contribute to the Project to reduce the flood risk to City residents; and

WHEREAS, the City has estimated the cost of the Project to be \$7,336,458.75, as shown on attached Exhibit B and the City is willing to contribute \$4,462,940.38 ("City Contribution") toward the cost of the Project; and

WHEREAS, the District desires to contribute a maximum of \$2,873,518.37 ("District Contribution") toward the cost of the drainage components of the Project; and

WHEREAS, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and through the Harris County Flood Control District and the City of La Porte, for a fee to be paid by the District in the amount of \$2,873,518.37, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

eng La Porte 2022-72.docx

Certificate Of Completion

Envelope Id: 0440FDC091174FE1BC10B6CF883D1A08

Status: Completed

Subject: Please DocuSign: eng La Porte A104-12-01-Y001 2022-72.docx

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Keena Tarrant

AutoNav: Enabled

9900 Northwest Freeway

Envelopeld Stamping: Enabled

Houston, TX 77092

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

keena.tarrant@hcfcd.hctx.net

IP Address: 74.124.47.10

Record Tracking

Status: Original

Holder: Keena Tarrant

Location: DocuSign

10/1/2021 7:28:34 AM

keena.tarrant@hcfcd.hctx.net

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Harris County Flood Control District

Location: DocuSign

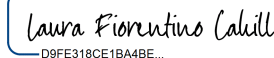
Signer Events

Laura Fiorentino Cahill

laura.cahill@hcfcd.org

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


D9FE318CE1BA4BE...

Signature Adoption: Pre-selected Style

Using IP Address: 73.76.8.220

Signed using mobile

Timestamp

Sent: 10/1/2021 7:33:21 AM

Viewed: 10/1/2021 7:35:23 AM

Signed: 10/1/2021 7:35:43 AM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2019 3:03:30 PM

ID: 95d8aac6-45f9-4460-bb8f-ca0e5b84009c

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Sandra Flores

sandra.flores@hcfcd.hctx.net

Harris County Flood Control District

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 10/1/2021 7:35:45 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

FOR AGENDA

wingatel@laportetx.gov

Asst. Public Works Director

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 10/1/2021 7:35:46 AM

Viewed: 10/1/2021 7:36:43 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp**

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/1/2021 7:35:23 AM
Signing Complete	Security Checked	10/1/2021 7:35:43 AM
Completed	Security Checked	10/1/2021 7:35:46 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft obo Harris County Flood Control District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft obo Harris County Flood Control District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lillie.lindner@hcfcd.hctx.org

To advise Carahsoft obo Harris County Flood Control District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lillie.lindner@hcfcd.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft obo Harris County Flood Control District

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REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: September 13, 2021
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Project map; Project update chart and Harris County Drainage Network Map

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

Refer to attached exhibit(s) for updates on various drainage projects throughout the City.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

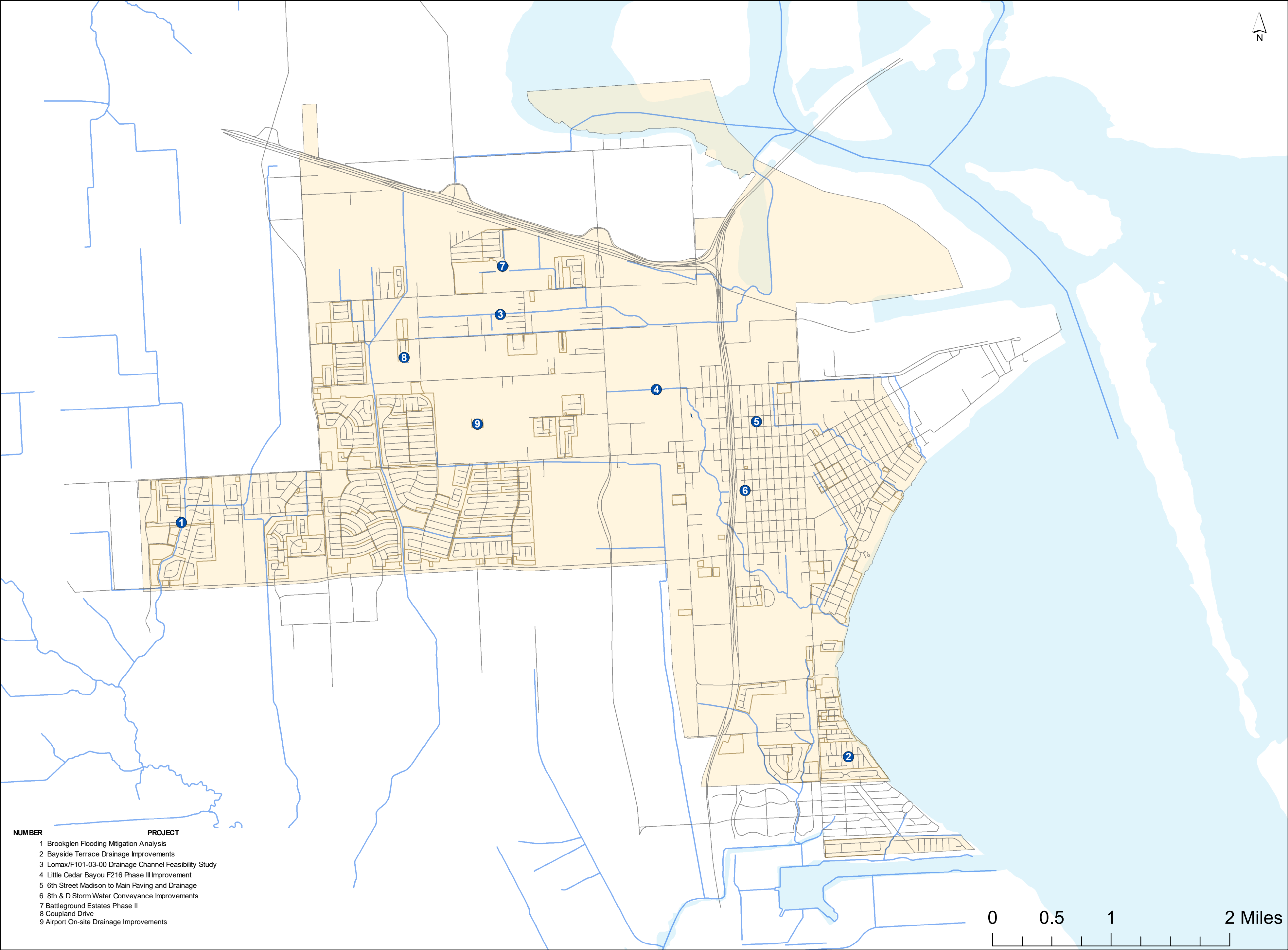
Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date

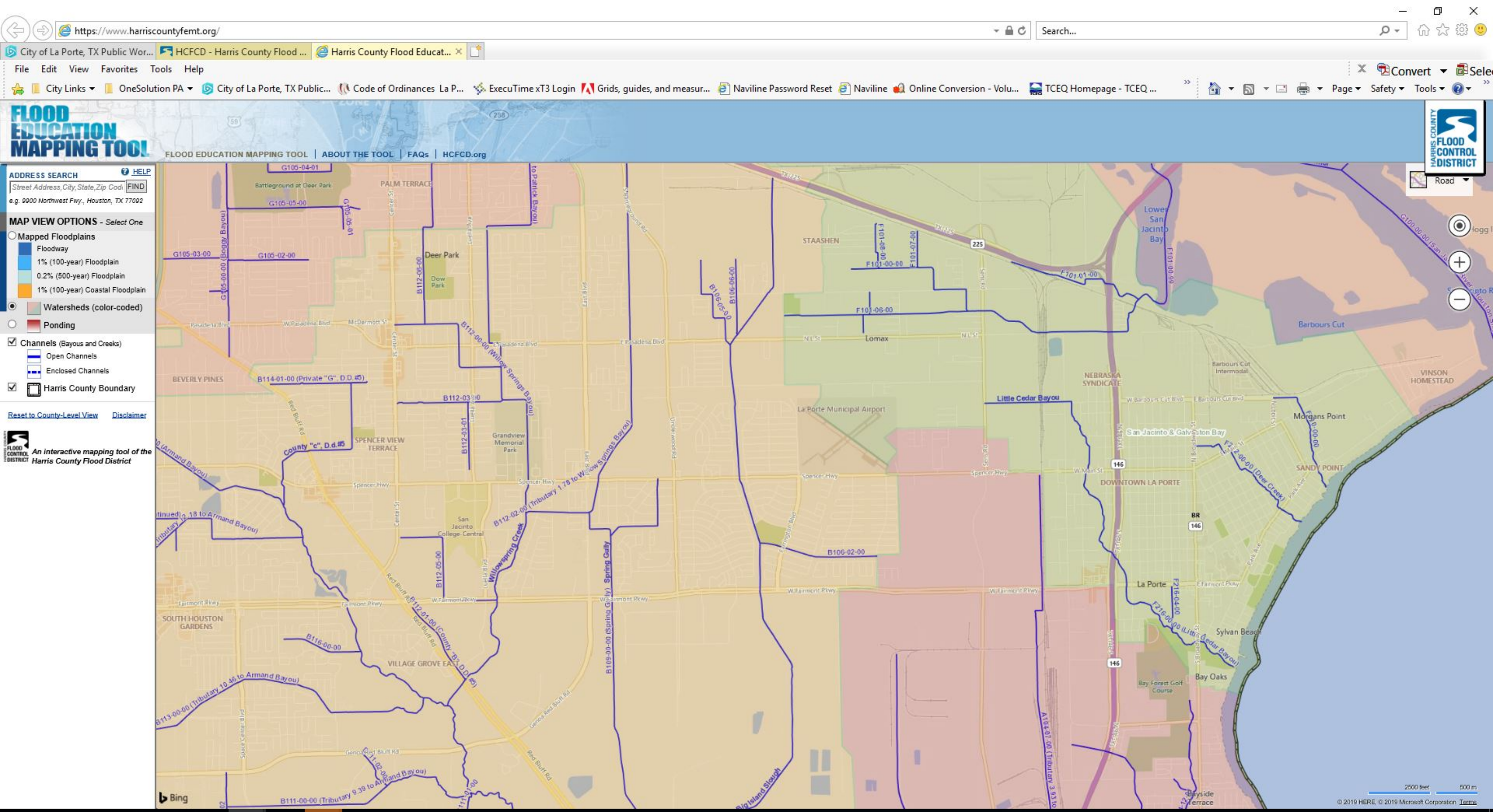
The City of La Porte Drainage Projects 2019



DRAINAGE PROJECTS

*Estimated completion date references total project completion.
**% complete references percent completion of current project phase.

NO.	PROJECT	PROJECT MANAGER	DESCRIPTION	PROJECT PHASE (Feasibility/Preliminary Design/Final Design/Bidding/Construction)	Status	Anticipated Construction Cost	Potential Grant Funding	Potential COLP Cost Share	COLP Budgeted Amount	Estimated Completion Date	% Complete (Phase)	On Schedule
1	Brookglen Flooding Mitigation Analysis	HCFCF / Public Works	The 2009 City-wide Drainage Study identifies the Brookglen subdivision as an area with significant drainage/flooding problems, attributed to a mixture of inadequate sewerage and insufficient channel capacity within the B112-00-00 Channel. Compounded improvements recommended within the City-wide Drainage Study could reduce the flood risk within the Brookglen area. This analysis would expand upon the recommendations provided within 2009 study.	HCFCF (NCRS) - Preliminary Design; HCFCF (Bond) - Feasibility; COLP - Pending	Staff is working with Grant Administrator to prepare an application for GLO-Supplemental grant program, which the COLP was invited to apply for. Staff and Grant Administrator are working with GLO to prepare the application. Staff has also submitted partnership project application to Precinct 2 for additional funding. Staff is coordinating with Harris County to draft an interlocal agreement for partnership funds.	\$11,400,010.00	NCRS - N/A; COLP - TBD; Pct 2 Partnership - TBD; ARPA - TBD;	NCRS - N/A; Bond - TBD; COLP N/A	NCRS - N/A; Bond - TBD; COLP - \$2,500,000	NCRS - March 2022; Bond - TBD; COLP - TBD	NCRS - 10%; Bond - 85%; COLP - 0%	NCRS - Yes Bond - No COLP - TBD
2	Bayside Terrace Drainage Improvements	Public Works	Approximately 800 linear feet of RCP pipe, ranging in size from 15" to 24", exists within the Bayside Terrace Subdivision, which has not been properly maintained due to access issues attributed to limited access to infrastructure, provided within a five foot utility easement. Portions of Hamilton Street and Fondren Street utilize this system to convey stormwater to its outfall point of Galveston Bay. The system fails to function properly, causing flooding within the adjacent portion(s) of the subdivision. A proposed drainage study would discuss feasibility of rerouting this flows from the 800 feet of RCP, towards Bayside Dr. and utilizing the existing system within Bayside Dr. to convey the storm water within the existing system.	Final Design	At the January 25th, 2021 Council Meeting, Council authorized staff to move forward with the consultant's recommendation of option 2, without a flap valve on the outfall. Consultant has provided 60% construction plans for staff review. Staff also submitted partnership project application to Precinct 2 for additional funding. Staff is coordinating with Harris County to draft an interlocal agreement for partnership funds.	\$6,600,000.00	Pct 2 Partnership	N/A	\$2,650,000.00	March 2022	60%	Yes
3	Lomax/F101-03-00 Drainage Channel Improvements	HCFCF	Harris County Flood Control District's (HCFCF) F101-06-00 Channel system conveys storm water runoff from the Lomax area and ultimately outfalls into Lower San Jacinto Bay. The downstream section of the channel has been improved to ultimate capacity. An existing pipeline corridor, containing several pipelines located at depths ranging from approximately 2' to 18', cross the channel, limiting the depth of potential channel improvements. Moderate/heavy rain events, compounded with backwater conditions from this section of the channel, contributes to wide-spread flooding within the Lomax Area.	Final Design	PER was finalized in and presented to Harris County Commissioners' in late May. Final design has been initiated. Potential for ARPA funds to be utilized to supplement project funding.	\$3,400,000.00	HCFCF Bond; ARPA - TBD	50/50	\$950,000.00	January 2023	0%	Yes
4	Little Cedar Bayou F216 Phase III Improvements	HCFCF / Public Works	Phase I and Phase II Improvements to Little Cedar Bayou, from Hwy 146 to Madison, have either been completed or are currently awarded for construction. Phase I and Phase II improvements include, but are not limited to, excavating and disposing off- site soil as required for the new channel alignment, clearing and grubbing, demolition of existing structures, erosion control, and site restoration for approximately 5,533 LF of channel. Approximately 4,680 LF of channel remains unimproved upstream, with those improvements slated to be included within this project, to be considered Phase III. Survey data has been collected on this most upstream section. Routine maintenance of clearing overgrowth, trees, and obstructions; minor erosion control and slope stabilization; and desilting is planned to maintain existing conveyance capacity. Those maintenance operations are projected to begin late 4th quarter 2018 or early 1st quarter 2019 (calendar year). The following Phase III mitigation action is proposed, as recommended within the Hydraulic Analysis for Little Cedar Bayou Watershed HCFCF Unit F216-00-00: lowering the flow line of the Bayou 1 - 2 feet, from W. Madison to Sens Rd. Current channel side slopes would be modified to achieve 3:1 side slopes from W Madison St. to Sens Rd. An estimated 200,000 cubic yards are to be excavated from the channel. Over excavation is provided to yield sufficient storage volume in the pond after siltation and build-up in the pond bottom.	Feasibility	Staff is coordinating with Harris County to draft an interlocal agreement for partnership funds. HCFCF is expected to present an ILA to Commissioner's Court in October 2021 for the 50/50 cost share of the F216 scope of work. Drainage report is expected to be completed October 2021. Consultant is reviewing models provided by HCFCF developing preliminary conditions model. Potential for ARPA funds to be utilized to supplement project funding.	TBD	HCFCF Bond; ARPA - TBD	N/A	\$1,555,232.00	March 2023	15%	Yes
5	6th Street Madison to Main Paving and Drainage	Public Works	The segment of 6th St from W. Madison St to W. Main St is considered part of Old La Porte, which was generally noted in the City-Wide Drainage Study as not having sufficient storm sewer capacity due to undersized storm sewer, undersized storm inlets, or not enough storm inlets. RPS-Klotz provided an analysis of the existing storm sewer system and identified problem areas within the project limits. Additional analysis is required to determine most efficient improvement alternative.	Phase 1 - Construction; Phase 2 - Final Design	Executed contract with GLO effective March 9, 2019 through August 5, 2021. Staff received executed agreement with Harris County for \$3.4M allocation in early January. Phase I was awarded Tandem Services. Phase 1 construction to begin July 5th. Staff reviewed 30% plans for Phase 2 and returned comments to consultant in late May. Consultant is currently obtaining additional survey data needed to design detention ponds.	Phase 1 - \$325,000; Phase 2 - \$3,400,000	Phase 1 - \$325,775.30; Phase 2 - \$3,472,757	\$125,000.00	\$1,140,000.00	Phase 1 - August 2021; Phase 2 - August 2022	Phase 1 - 0%; Phase 2 - 30%	Phase 1 - Yes Phase 2 - Yes
6	8th & D Storm Water Conveyance Improvements	Public Works	The area generally bounded by 8th Street to the west, Main Street to the north, 5th Street to the east, and D Street to the south experiences flooding during heavy rain events due to undersized culverts within the area. Increasing culvert sizes within the area will provide additional conveyance capacity within the existing open ditch system.	Construction	This project has been incorporated into the 7th Street Rehabilitation Project. Bids were received on June 29th. Pre-construction meeting held on August 26th.	\$4,800,000.00	N/A	N/A	\$4,867,000.00	October 2022	0%	Yes
7	Battleground Estates Phase II	Public Works	A proposed conditions hydraulic model was developed during the preliminary design for the N P Street Culvert Improvement Project, which recommended replacing the upstream portion of the existing composite structure at N P Street, with structures matching the downstream portion of the composite structure. That project allows for full utilization of the structure's capacity, as well as protect the channel during rainfall events that produce higher amounts of runoff. Per the recommendations of the Phase 1 report, a more detailed Phase 2 engineering analysis of segments F101-00-00 and F101-08-00, that are upstream of N P Street, as well as an evaluation of the roadside ditch drainage conduits within Battleground Estates should be performed to identify necessary improvements to address structural flooding within the area. The more detailed study would evaluate the impacts of culverts located upstream of N P Street, along F-101-00-00 resulting from the 10-, 50-, and 100-year rain event. Channel improvements, and increasing culvert sizes to provide sufficient capacity within culverts along the roadside ditches are the anticipated mitigation efforts.	Feasibility	Staff has completed the review of responses to RFQ. Staff has identified potential design consultant and anticipates initiating preliminary engineering phase in October. Potential for ARPA funds to be utilized to supplement project funding.	TBD	ARPA - TBD	50/50	\$65,000.00	August 2023	0%	No
8	Coupland Drive	Public Works	The proposed storm sewer improvements include re-sloping Coupland Drive to drain towards inlets located throughout the subdivision. The inlets will drain into proposed storm sewer ranging in size from 24" to 30" RCP. This storm sewer will then flow underneath the existing roadside ditch along L Street to a combined outfall with the existing roadside ditch to Big Island Slough. The proposed storm sewer underneath the existing ditch on L Street will be 42" RCP and the combined outfall will need to be a 60" RCP. These improvements will result in no net fill within the Big Island Slough 100-year floodplain. The proposed storm sewer was sized for the 5 year storm event, per the City of La Porte drainage criteria.	Final Design	Harris County has required the design to be updated to include Atlas 14 rainfall intensity. Design update expected complete. Bid phase to be integrated into Lomax Lift Station Project.	\$1,550,000.00	N/A	N/A	\$1,310,000.00	November 2022	100%	Yes





REQUEST FOR DRAINAGE & FLOODING COMMITTEE AGENDA ITEM

Agenda Date Requested: October 11, 2021
Requested By: Lorenzo Wingate, Asst. Director
Department: Public Works
☒ Report ☐ Resolution ☐ Ordinance

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No

Exhibits:

SUMMARY & RECOMMENDATION

Opportunity to discuss any drainage concerns not covered by previous items.

ACTION REQUIRED BY DRAINAGE AND FLOODING COMMITTEE

Receive report, and provide staff with direction, as necessary.

Approved for Drainage Committee Agenda

Corby D. Alexander, City Manager

Date