

**AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

This agreement (this "Agreement") entered into by and between Sander Engineering Corporation (hereinafter "Professional") and the City of League City, Texas, a Texas home-rule city (the "City").

**1.     Scope of Services/Professional Fees**

This Agreement authorizes Professional to perform engineering services for the WT1105 Southeast Service Area Trunks Project (the "Work") for and on behalf of the City. Professional's compensation for the Work is attached as Exhibit "A". Professional's fee rate schedule for the Work is attached as Exhibit "B". Professional's anticipated design schedule is attached as Exhibit "C". Professional's scope of work, including outsourced sub-consultant service, and preliminary opinion of probable costs is attached as Exhibit "D". The Professional shall not exceed the estimated cost or fees for any phase of the Work without further written authorization from the City. Exhibits "A", "B", "C", and "D" are incorporated into this Agreement by reference for all purposes.

**2.     Progress Reports**

Professional shall provide written progress reports to the City regarding the Work with each monthly invoice and oral reports as requested. Progress report shall describe the work completed to date, the work remaining to be completed, and the projected time and cost required by Professional to complete the Work required under this Agreement.

**3.     Personnel of Professional**

**a.     Professional's Project Manager**

Professional shall designate Erik Miller, P.E., to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative. Professional certifies that the Project Manager identified in the preceding sentence is a licensed Engineer in the State of Texas.

**b.     Licensed and Registered Engineers**

Professional shall keep a full-time registered engineer licensed in the state of Texas on staff for the duration of its performance of the Work.

**c.     Data on Professional's Employees**

Prior to commencement of the Work, Professional shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, engineers.

d. **Rejection of Professional's Employees**

The City reserves the right to approve or reject from the Work any employees of the Professional.

4. **Designation and Duties of the City's Representative**

- a. The City's Assistant City Manager – Public Works, or his designee, shall act as the City's Representative.
- b. This City's Representative shall use his best efforts to provide non-confidential City records for Professional's usage on the Work and to provide access to City's property and easements.

5. **Standards of Performance**

- a. The Professional shall perform all services under this Agreement in accordance with the standards of the engineering profession specializing in roadway and utility design.
- b. Codes and Standards
  - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
  - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.
  - (3) All materials furnished on any City project shall be in accordance with ASTM specifications, or with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
  - (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by City, State or Federal government or in general custom and usage by the profession.
  - (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or the Professional if superior designs or materials are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and

regulations. The Professional shall state the alternative codes and regulations used.

- (6) Professional agrees the services it provides as an experienced and qualified professional engineer will reflect the professional standards, procedures and performances common in the industry for this project. Professional further agrees that the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract, will be pursuant to the standard of performance common in the profession.
- (7) Professional shall promptly correct any defective designs or specifications caused by Professional at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Professional's services hereunder or of the Work itself shall in no way alter Professional's obligations or the City's rights under this Agreement.

## **6. Schedule**

Professional shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative.

## **7. Insurance**

- a. Professional shall procure and maintain insurance in the amounts listed below for protection from claims under workers' compensation, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property including lose of use resulting therefrom. The Professional shall provide a copy of the insurance certificate to the City.

**Coverage**

**Limit of Liability**

Workers' Compensation

Statutory for Worker's Compensation

Employer's Liability

Bodily Injury by Accident:  
\$500,000 (Each Accident)

Bodily Injury by Disease:  
\$500,000 (Policy Limit)  
\$500,000 (Each Employee)

Commercial General:  
(Including Broad Form)  
Coverage, Contractual  
Liability, Bodily and  
Personal Injury, and  
Completed Operations)

Bodily Injury and Property  
Damage, Combined:  
Limits of \$500,000 each  
Occurrence and \$1,000,000  
aggregate (defense costs  
excluded from face amount of  
policy)

- b. Professional shall maintain professional liability (errors and omissions/malpractice) insurance in the amount of \$1,000,000. Professional shall provide a copy of its Certificate of Insurance to the City within ten days of contract execution or this contract shall be null and void. A deductible is acceptable for professional liability insurance and the deductible limits shall not exceed \$20,000.
- c. Professional shall give the City thirty days' written notice prior to any change or cancellation of these insurance policies.

**8. Indemnification**

Professional agrees to DEFEND, INDEMNIFY and HOLD HARMLESS the City, its employees, agents, officers and assigns from any and all suits, actions, claims, causes of action, damages and losses of any kind and character whatsoever, including, without limitation, reasonable attorneys' fees and expenses, brought for or on account of any injuries or damages, real or asserted, received or sustained by any person or property, on account of any negligence or gross negligence, or any act or omission of Professional, its contractors, subcontractors, sub-consultants, agents or employees arising directly or indirectly or in any way connected with the work performed by Professional under this Agreement.

**9. Ethics Acknowledgment**

Sander Engineering Corporation acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two years after the commencement of this contract or agreement the Sander Engineering Corporation hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall,

at the option of the City Manager, be cancelled and/or Sander Engineering Corporation shall be barred from additional contracting with the City of League City for a period of three years.

**10. Subcontractors and Sub-consultants**

For informational purposes, Professional shall provide the City with copies of contracts with Professional's sub-consultants.

**11. Termination of Professional**

The City retains the right to terminate this Agreement "at will" and to pay only for the professional services and sub-consultant's and subcontractor's costs that were provided for and/or committed to and to that the City approved of prior to the date of termination. All engineering drawings, specifications and files shall be given to the City at the time of termination. Professional shall not be responsible for the City's misuse of completed drawings, specifications and files; nor shall Professional be responsible for any work by others used to complete partial documents.

**12. Records**

At the City's request, the City will be entitled to review and receive a copy of all documents that indicate work on the project that is the subject of this Agreement.

**13. Supervision of Professional**

Professional shall be subject to the direction and supervision of the City's Representative. However, it is agreed and stipulated that Professional is an independent contractor and that the City neither reserves nor possesses any right to control the details of the Work performed by Professional under the terms of this Agreement.

**14. Billings**

The City shall have thirty (30) days to pay Professional's bills from the date of receipt of such bills. All bills must identify with specificity the work or services performed and the date(s) of such work or services.

**15. Reputation in the Community**

Professional shall retain a high reputation in the community for providing professional engineering services. Professional shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing engineering services and/or (b) seeks to deny the Professional the right to practice engineering services or to perform any other services in the State of Texas.

**16. Payroll and Basic Records**

- a. Professional shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.
- b. Professional shall make the records required to be maintained under the preceding subsection (a) of this section available to the City for inspection, copying or transcription or its authorized representatives. Professional shall permit such representatives to interview Professional's employees during working hours on the job.

**17. Default of Professional**

- a. If Professional refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Agreement (including any extension) or fails to complete the work within that time period, the City may, by written notice to Professional, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In such an event, the City reserves the right to take over the work and complete it by contract or otherwise, and may take possession of and use any records necessary for completing the work. Professional shall be liable for any damage to the City resulting from Professional's refusal or failure to complete the work within the specified time, whether or not Professional's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing Professional's work.
- b. Professional shall not be charged with damages under the preceding subsection if:
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the professional. Examples of such causes include (I) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor or Professional in the performance of a contract with the Government, and/or extended review or approvals by government agencies out of the-control of the Professional, (iv) acts of fire, (v) floods, (vi) epidemics, (vii) quarantine restrictions (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of the professional; and
  - (2) Professional, within ten days from the beginning of any delay (unless extended by the City's Representative), notifies the City's Representative in writing of the causes of delay. The City's Representative shall ascertain the

facts and the extent of delay. If, in the judgment of the City's Representative, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the City's Representative shall be final and conclusive on the parties, but subject to appeal to the City's City Council.

- c. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

**18. Governing Law**

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Galveston County, Texas.

**19. Notices**

Notices required under this Agreement shall be mailed to the addresses designated below or such other addresses as the either of the parties may designate in writing from time to time, and unless otherwise indicated in this Agreement, shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

For the City:

City of League City, Texas  
300 West Walker Street  
League City, Texas 77573  
Attention: John Baumgartner, Assistant City Manager – Public Works

For the Professional:

Sander Engineering Corporation  
1250 West Sam Houston Parkway, Suite 400  
Houston, Texas 77042  
Attention: Erik D. Miller, P.E.

**20. Waiver**

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**21. Complete Agreement**

This Agreement represents the entire and integrated agreement between the City and Professional in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Professional accept and agree to these terms.

SIGNED ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2013.

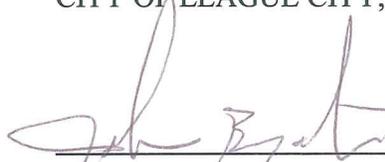
FOR PROFESSIONAL:



Dennis W. Sander, P.E.  
President

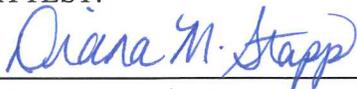
SIGNED ON THE 16th day of May, 2013.

CITY OF LEAGUE CITY, TEXAS



John Baumgartner  
Assistant City Manager-Public Works

ATTEST:



Diana Stapp, City Secretary

EXHIBIT "A"  
COMPENSATION FOR PROFESSIONAL SERVICES

League City, Texas

24-Inch Water Line Extension Along FM 646

For the services covered by this Agreement, the City of League City (the City) agrees to pay Sander Engineering Corporation (Professional) as follows:

- A. For Basic Services associated with the design of the **24-Inch Water Line Extension Along FM 646** as described in Exhibit "D", a fee not to exceed \$370,150.00, as further itemized below:

Preliminary Design Phase:	\$ 89,350.00
Final Design Phase:	
1. Professional's in-house services:	\$ 69,400.00
2. Out-sourced design services (at Cost plus 10%):	
a. Topographic Survey (per Exhibit "D")	\$ 66,200.00
b. Parcel Description (per Exhibit "D")	\$ 40,500.00
b. Geotechnical services (per Exhibit "D"):	\$ 27,950.00
c. Traffic Control Plan (per Exhibit "D"):	\$ 21,450.00
d. SW3P (per Exhibit "D"):	\$ 10,700.00
Contract Bid Phase:	\$ 9,900.00
Construction Administration Phase: including Limited Field Review of Construction and preparation of "As-Built" Record Drawings :	\$ 29,700.00
Reimbursable Expenses:	
For expenses incurred on behalf of the project such as printing and reproduction, delivery charges, application fees, advertising costs, and recording fees, expenses will be billed at cost plus 10%, with a total cost not to exceed:	\$ 5,000.00
<hr/> Total, not to exceed cost:	\$ 370,150.00

(Any additional services, not outlined above, will be authorized in writing by the City, at a cost reimbursement fee or lump sum fee).

# SANDER ENGINEERING CORPORATION

CONSULTING ENGINEERS - SURVEYORS  
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NO F-517

1250 W. Sam Houston Pkwy South, Suite 400  
HOUSTON, TEXAS 77042

DENNIS W. SANDER, P.E.  
President

713-784-4830  
FAX 713-784-4052

## EXHIBIT B

### RATE SCHEDULE

for

24-INCH WATER LINE EXTENSION ALONG FM 270

### League City, Texas

The Engineering fee for hourly services by the Professional, except surveying which is addressed below, shall be determined by using a multiplier of 2.25 as the overhead and profit factor, times the direct personnel expense. Direct personnel expense is hereby defined as 1.3 times actual salaries paid to employees.

#### Employee Title Category

#### Hourly Billing Rate Range

Principal	\$208.00
Project Engineer, Project Manager	\$115.00 - \$175.00
Registered Professional Land Surveyor	\$120.00
Engineer In Training,	\$75.00 - \$ 95.00
Senior Designer	\$90.00 - \$130.00
CADD Technician, III	\$90.00 - \$125.00
CADD Technician, II	\$70.00 - \$100.00
Project Site Representative	\$80.00 - \$105.00
Secretary	\$40.00 - \$ 75.00

#### REIMBURSABLE EXPENSES

Expenses incurred on behalf of the project such as printing/reproduction, delivery charges, application, advertising costs, and recording fees will be billed at cost plus 10% with a total cost not to exceed \$5,000 without prior written approval from the City.

**EXHIBIT C**  
**SCHEDULE**

**League City, Texas**

**24-Inch Water Line Extension Along FM 646**

The Professional shall complete the following activities and deliverables identified in Exhibit D – SCOPE OF WORK and PROJECT CONSTRUCTION COSTS in accordance with the schedule as follows:

<b><u>Deliverables</u></b>	<b><u>Cost (combined)</u></b>	<b><u>Completion Date</u></b>
Topographic Survey, Preliminary Design & Parcel Descriptions	\$196,050	150 Days from Notice to Proceed
Final Design, Geotechnical Report, Traffic Control & SW3P	\$129,500	90 Days
Contract Bid Phase	\$9,900	Post Design Phase
Construction Administration Phase Field Review During Construction Prepare Record Drawings	\$29,700	During Construction
Reimbursable Expenses	\$5,000	

**EXHIBIT D**  
**SCOPE OF WORK &**  
**PROJECT CONSTRUCTION COSTS**

**League City, Texas**

**24-Inch Water Line Extension Along FM 646**

**SCOPE OF WORK**

The purpose of this project is to design a 24-inch water line along the following route (see attached map):

1. Along FM 270 from Strawberry Drive to FM 646.
2. Along FM 646 from FM 270 to Tuscan Lakes Boulevard via City road right-of-way.
3. Along Tuscan Lakes Boulevard from League City Parkway to FM 646.
4. Along FM 646 from Tuscan Lakes Boulevard to South Shore Boulevard.

**II. BASIC SERVICES**

- A. Design a 24-inch water line along proposed route.
  1. Design and implement the final construction method and alignment as approved by the City.
- B. Design the 24-inch tie-in to the existing 24-inch water line on the east side of FM 270 at Strawberry Drive.
- C. Design the tie-in to the existing water line on the south side of the intersection of League City Parkway and Tuscan Lakes Drive.
- D. Design the tie-in to the existing water line at FM 646 and South Shore Boulevard.

**III. ADDITIONAL SERVICES**

- A. The topographic survey is to be obtained by Landtech Consultants:
  1. Along the proposed alignment as outlined above. See attached proposal from Landtech Consultants, dated April 15, 2013.
- B. Survey services for acquisition of right-of-way and/or additional easement include the following:
  1. Metes and bounds descriptions for additional easement acquisition. See attached proposal from Landtech Consultants, dated April 15, 2013.
- C. Provide a geotechnical report along the alignment:
  1. Geotechnical Report per proposal from Aviles Engineering Corporation, dated March 25, 2013.

**EXHIBIT D**  
**SCOPE OF WORK &**  
**PROJECT CONSTRUCTION COSTS**

**League City, Texas**

**24-Inch Water Line Extension Along FM 646**

- D. Perform a Phase I Environmental Site Assessment:
1. Not requested by the City of League City.
- E. Provide a Traffic Control Plan:
1. See attached proposal from KIT Professionals, dated April 11, 2013.
- F. Provide a Storm Water Pollution Prevention Plan:
1. See attached proposal from KIT Professionals, dated April 11, 2013.
- G. Provide limited Field Review of Construction.
1. Provide a qualified individual to review the progress of construction on a limited basis.
- H. Prepare Record Drawings.
1. Obtain the Contractor's as-built drawings and Inspector's field drawings and transfer field modifications to the mylar record drawings.

**APPROACH**

The proposed scope of services for the improvements will be accomplished in the following phases:

- Preliminary Design Phase
- Final Design Phase
- Contract Bid Phase
- Construction Administration Phase

Each phase is described in the following paragraphs:

**PRELIMINARY DESIGN PHASE**

1. Attend a kick off meeting with key staff of League City.
2. Obtain Record Drawings from the City.
3. Visit site to check existing Record Drawings.
4. Confirm TxDOT right-of-way and utility agreements.
5. Coordinate and confirm locations of existing utilities (CenterPoint, Texas-New Mexico Power, etc.).
6. Prepare topographic survey.
7. Prepare parcel descriptions.

**EXHIBIT D**  
**SCOPE OF WORK &**  
**PROJECT CONSTRUCTION COSTS**

**League City, Texas**

**24-Inch Water Line Extension Along FM 646**

8. Prepare preliminary layout of the 24-inch water line.
9. Prepare preliminary estimate of probable cost.

**FINAL DESIGN PHASE**

1. Prepare construction drawings.
2. Develop technical specifications.
3. Submit two (2) copies of the 70% complete drawings and specifications to City for review.
4. Incorporate City's comments on 70% submittal and complete the construction drawings.
5. Prepare final opinion of probable cost.
6. Prepare Contract Documents for review by City.
7. Incorporate City comments and issue final Contract Documents.

**CONTRACT BID PHASE**

1. Prepare advertisement for project and submit to media.
2. Attend pre-bid conference and prepare minutes.
3. Prepare addendum and submit to the City for distribution.
4. Evaluate the Bids received, prepare a Bid Tabulation, and submit a recommendation to the City on the award of the Contract.

**CONSTRUCTION ADMINISTRATIVE PHASE**

1. Prepare formal Contract Documents for City to issue to Contractor.
2. Make two (2) site visits per month during the construction of the improvements and report observations to the City. Based on a six (6) month construction duration.
3. Review ten (10) submittals and five (5) requests for information.
4. Provide limited field review of construction (10 hours per month based on a six month construction duration).
5. Review monthly and final estimates.
6. Perform a Substantially Complete Walk Through with the City and the Contractor and prepare punch list.
7. Perform a Final Walk Through with City and the Contractor and prepare punch list.
8. Submit Record Drawings based on the Contractor's "as-built" drawings.

**EXHIBIT D**  
**SCOPE OF WORK &**  
**PROJECT CONSTRUCTION COSTS**

**League City, Texas**

**24-Inch Water Line Extension Along FM 646**

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS**

**SEE ATTACHED SPREADSHEET**

**FM 646 Water Line (24")**  
**City of League City**  
**Estimate of Probable Cost for the Engineering Proposal**

Description	Unit	Quantity	Unit Price	Total
<b>Total estimated footage</b>		14700		
Mobilization/Insurance/Bonds	L.S.	1	\$81,999.69	\$81,999.69
Clearing and Grubbing	Acre	3.44	\$8,000.00	\$27,548.21
24" Water line (open cut)	L.F.	13700	\$100.00	\$1,370,000.00
24" Water Line Trenchless	L.F.	500	\$175.00	\$87,500.00
24" water line in casing	L.F.	500	\$400.00	\$200,000.00
CAV with Manholes	Ea.	4	\$7,500.00	\$30,000.00
Fire Hydrant Assemblies	Ea.	42	\$4,500.00	\$189,000.00
24" G.V & Box	Ea.	16	\$15,000.00	\$240,000.00
24x 24 x 16 tee	Ea.	1	\$5,000.00	\$5,000.00
Remove 24" plug & Connect	Ea.	2	\$800.00	\$1,600.00
Cut, plug & Abandon 16"	L.S.	1	\$1,000.00	\$1,000.00
Ditch Regrading	L.F.	1500	\$10.00	\$15,000.00
Disinfection and Testing	L.S.	1	\$5,000.00	\$5,000.00
Traffic Control	L.S.	1	\$20,000.00	\$20,000.00
Trench Safety	L.F.	13700	\$1.00	\$13,700.00
Dewatering	L.F.	5000	\$25.00	\$125,000.00
SWPPP Source Controls	L.S.	1	\$7,500.00	\$7,500.00
Site restoration incl hydromulch	L.S.	1	\$5,000.00	\$5,000.00
<b>Extra Unit Price Items</b>				
Flagman	Hr	200	\$25.00	\$5,000.00
Extra Excavation	C.Y.	100	\$7.50	\$750.00
Extra Cement Stabilized Sand	C.Y.	100	\$30.00	\$3,000.00
Extra Bank Sand	C.Y.	100	\$10.00	\$1,000.00
<b>Subtotal</b>				<b>\$2,434,597.90</b>
<b>Contingencies (10%) =</b>				<b>\$243,459.79</b>
<b>Total =</b>				<b>\$2,678,057.69</b>
<b>Construction cost less Traffic Control &amp; SWPPP =</b>				<b>\$2,407,097.90</b>
<b>Contingencies (10%) =</b>				<b>\$240,709.79</b>
<b>Total =</b>				<b>\$2,647,807.69</b>



Google earth

miles  
km



1

2





**LANDTECH CONSULTANTS, INC.**

Civil Engineering • Land Surveying

April 15, 2013

Mr. Erik D. Miller, P.E.  
Sander Engineering Corp.  
10555 Richmond Ave., Suite 100  
Houston Texas, 77042

RE: City of League City, TX  
Topographic and Right of Way Surveying and Mapping – Proposed 24" Water Line

Dear Mr. Miller:

It is my pleasure to submit the following proposal for providing professional surveying service for the above referenced project. Based on your email and the attached maps received 2/21/2013, we will provide Topographic and Right of Way Surveying and Mapping services along the following alignments:

- FM 270 from Strawberry to the SE ROW of FM 646 – 770 linear feet;
  - FM 646 from the NE ROW of FM 270 to the S ROW of the Centerpoint right of way, at intersection with unnamed closed road – 1,600 linear feet;
  - Unnamed closed road from S ROW Centerpoint right of way to W ROW Tuscan Lakes Boulevard (also known as Dickinson Ave. or FM 1266) – 3,100 linear feet
  - FM 646 from W ROW Tuscan Lakes Boulevard to 50 feet E of the E ROW of South Shore Boulevard- 6,600 linear feet
  - South Shore Boulevard from the N ROW FM 646 to 50 feet north of same – 50 linear feet;
  - Tuscan Lakes Boulevard from N ROW FM 646 to N ROW FM 270 – 3,100 linear feet.
- Total length = 15,220 linear feet

Scope of Work is as follows:

Topographic Survey:

Width of topographic survey will be as follows:

- FM 270 – from Centerline ROW to 30 feet E of E ROW
- FM 646 – from Centerline ROW to 30 feet N of N ROW
- Unnamed closed road – ROW to ROW
- South Shore Boulevard – ROW to ROW
- Tuscan Lakes Boulevard – ROW to 20 feet E of E ROW

Topographic Survey will be tied to City of League City control and control used for previous survey on FM 270 north of Strawberry. Cross sections will be surveyed at 100-foot intervals and at grade breaks. One Call will be contacted to mark utilities along the project routes. Research of public and private utilities will be provided. Utilities will be surveyed and mapped in plan and profile view per visible indications and best available evidence (probing or excavation not included). Manhole and inlet pipe inverts will be surveyed where accessible. Survey of topography, utilities, and cross sections will be mapped in plan and profile format. Survey control map will also be provided. DTM is not included. Fee

included provision of third crewman to serve as flagman when crossing roadway for surveying in compliance with TxDot safety requirements as well as all required signs and safety cones. An electronic CADD file of the survey, and an ASCII point file containing all field survey data points, will be provided. The associated fees are as follows:

2-Man Field Crew.....	128 hours x \$125.00	=	\$ 16,000.00
3-Man Field Crew.....	80 hours x \$155.00	=	12,400.00
Technician.....	72 hours x \$ 85.00	=	6,120.00
CAD.....	216 hours x \$ 85.00	=	18,360.00
Project Manager.....	40 hours x \$130.00	=	5,200.00
GPS Units.....	1 unit x 4 days x \$225.00	=	900.00
Mileage.....	2,160 miles x \$0.56	=	<u>1,209.60</u>
	<b>Total Lump Sum Fee</b>	<b>=</b>	<b>\$ 60,189.60</b>

Right of Way Survey:

Landtech will provide parcel surveys for the city's use in the acquisition of Municipal Utility Easements along the E ROW of FM 270 and the N ROW of FM 646. Services include the preparation of a Metes and Bounds description and a plat for each parcel, and field staking of the easements. Based on a review of Galveston County Appraisal District maps, we estimate that 13 separate ownerships will be crossed which will result in 13 parcels being created. The associated fees are as follows:

2-Man Field Crew.....	104 hours x \$125.00	=	\$ 13,000.00
Technician.....	80 hours x \$ 85.00	=	6,800.00
CAD.....	96 hours x \$ 85.00	=	8,160.00
Project Manager.....	60 hours x \$130.00	=	7,800.00
GPS Units.....	1 unit x 2 days x \$225.00	=	450.00
Mileage.....	1,040 miles x \$0.56	=	<u>582.40</u>
	<b>Total Lump Sum Fee</b>	<b>=</b>	<b>\$ 36,792.40</b>

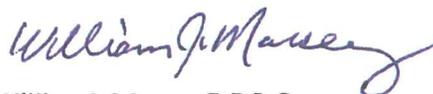
**TOTAL LUMP SUM FEE ALL SERVICES: \$96,981.60**

We can complete this work 90 days after receipt of notice to proceed, weather permitting.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

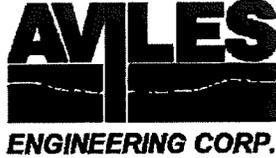
Landtech Consultants, Inc.



William J. Massey, R.P.L.S.  
Survey Manager

S:\Users\Bmassey\Proposals\672pro10b.doc





March 25, 2013

Mr. Erik D. Miller, P.E.  
Sander Engineering Corporation  
1250 W Sam Houston Parkway South, Suite 400  
Houston, Texas 77042

Re: Revised Geotechnical Investigation Proposal/Agreement  
Waterlines along FM 270, FM 646, and Dickinson Avenue (FM 1266)  
League City, Texas  
AEC Proposal No. G2013-02-11R1

Dear Mr. Miller,

Aviles Engineering Corporation (AEC) is pleased to submit this revised proposal for a geotechnical investigation for the proposed water lines along S. Egret Bay Boulevard (FM 270), FM 646, and Dickinson Avenue (FM 1266) in League City, Texas (Galveston/Brazoria Key Map: 659Q, U, R and 660N). According to Sander Engineering Corporation (SEC), there are four 24 inch diameter waterline alignments: (i) along FM 270 starting at the intersection of Strawberry Street and ending at the intersection of FM 646; (ii) along FM 646 starting at the intersection of FM 270 and ending at the intersection of Dickinson Avenue and Gun Range Road; (iii) along Dickinson Avenue between SH 96 and FM 646; and (iv) along FM 646 starting at the intersection of Dickinson Avenue and ending at the intersection of South Shore Boulevard. The waterlines will typically be installed by open cut method, although auger method will be used at major roadway and/or utility crossings. According to SEC, the typical invert depth of the waterlines will be 8 feet, with a maximum invert depth of 15 feet at roadway or utility crossings. AEC should be notified if the anticipated invert depths increase or if there are additional proposed utility crossings, so that our proposed boring depths may be revised as necessary.

Boring depths were selected in general accordance with Chapter 11 of the City of Houston Design Manual. As requested, the proposed boring spacing is 1,000 feet. Based on the information provided, AEC proposes to drill a total of 14 borings along the alignments; eight borings to 25 feet and six borings to 15 feet deep. Total drilling footage is 290 feet. We will also utilize a soil boring (G122-12, Boring B-5) that AEC previously performed for the waterline extension along FM 270. To monitor groundwater levels along the alignments, we will convert six borings to piezometers. The boring and piezometer locations are indicated on the Boring Location Plan included in the attachments.

AEC understands that the alignment utility easements will be available prior to drilling Borings B-6 through B-10, and that these borings will be performed away from the existing roadways of FM 270 and FM 646. We request that permission to enter easements or private property be arranged by the Client at no cost of AEC. The alignments along Dickinson Avenue and FM 646 will be located along TxDOT roadways, which will require AEC to submit Traffic Control Plans (TCP) to TxDOT. Traffic control will be required for Borings B-11 through B-19, and as required by TxDOT, AEC will use a trash truck with attenuator and an electronic arrow board. AEC personnel will mark the boring locations at the project site and contact the Dig Tess System to check underground utilities. However, Dig Tess does not check the location of underground water lines, storm sewers, or sanitary sewers. We request that the existing underground utilities drawings along the alignments be provided to AEC at the start of the project.



Borings B-6 through B-10 will be drilled with a buggy-mounted drill rig, while Borings B-11 through B-19 will be drilled with a truck-mounted rig. AEC assumes that no concrete coring will be required; according to aerial photographs, the pavement along the alignments is asphalt. Samples will be obtained continuously in the top 10 feet of the borings and at 5-foot intervals thereafter to the boring termination depths. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). We will inform you of any visual evidence or odor indicating hazardous materials if they are encountered in the samples. Representative portions of all soil samples will be sealed, packaged, and transported to our laboratory. Water level readings will be noted during drilling and obtained upon completion of drilling each boring; except for piezometers, boreholes on pavement will be backfilled with cement-bentonite grout and the pavement surface will be patched with asphalt, whereas boreholes on grass will be backfilled with bentonite chips. We will obtain 24-hour and approximately 30-day water level readings in the piezometers. After 30 day readings are obtained, we will plug and abandon the piezometers.

Geotechnical laboratory testing may consist of moisture contents, Atterberg limits, dry unit weight, percent passing No. 200 sieve, sieve analysis, unconfined compression, and unconsolidated-undrained triaxial tests depending on the soil types encountered. We will analyze the field and laboratory data to develop geotechnical engineering report which includes: (i) summary of existing pavement and stabilized subgrade thicknesses; (ii) soil boring logs depicting soil stratigraphy and groundwater depths; (iii) geotechnical guidelines for water line installation including open-cut and auger methods; (iv) design soil parameters for lateral earth pressure on auger pits; and (v) dewatering guidelines for the water line installation.

The estimated fee for the services described in this proposal is **\$25,393.00**. An Itemized Fee Estimate is included in the attachments. The fee includes providing services as outlined in this proposal in the quantities indicated on the itemized fee estimate which includes one mob/demob for a buggy and truck rig, a site visit to mark the borings, and 3 copies of the geotechnical report. Additional report copies will be invoiced at \$30 each. The fee assumes the site will be open and accessible to a truck-mounted drilling rig, and the field personnel will use Level D during the field exploration. Standby time, concrete coring, safety training, surveying, fault study, tree clearing, working with hazardous materials, environmental sampling/testing/evaluation, plan/specification review, and attendance at meetings are not included in the above fee. The rates assume our services will be provided in 2013.

Weather permitting, and assuming no field delays, we plan to mark the boring locations 2 to 3 days after receiving notice to proceed. Based on our previous experience, the TxDOT TCP permits will take approximately one to three weeks to obtain. After we obtain the TxDOT TCP permits, we will start the field exploration, which will take about three to four days to complete; laboratory soil testing will require 2 to 3 weeks to complete after receipt of the soil samples from the field. We will submit the geotechnical report 2 weeks after completion of the laboratory soil testing.

To reduce delays in the schedule and avoid additional fees, we request that we be provided with any proposed or preferred geotechnical-related design details including existing utility drawings, and proposed utility drawings at the onset of the project. If any of the project details described in this proposal are incorrect or the scope of services needs modification, please inform us immediately so we can revise the proposal as necessary. We appreciate the opportunity to present this proposal, and look forward to working with you on this project.

Waterlines along FM 270, FM 646, and FM 1266  
League City, Texas  
AEC Proposal No. G2013-02-11R1  
3/25/2013



Page 3 of 4

Respectfully submitted,  
**Aviles Engineering Corporation**  
(TBPE Firm Registration No. F-42)

A handwritten signature in blue ink, appearing to read "Wilber L. Wang".

Wilber L. Wang, M.Eng., P.E.  
Project Engineer

A handwritten signature in blue ink, appearing to read "Shou Ting Hu".

Shou Ting Hu, MSCE, P.E.  
Principal Engineer

Attachments: Terms and Conditions, Itemized Fee Estimate, Boring Location Plan

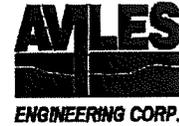
AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY (Signature): \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_



## GEOTECHNICAL INVESTIGATION TERMS AND CONDITIONS

### **STANDARD OF CARE**

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

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

### **SCOPE OF SERVICES**

AVILES ENGINEERING will develop a scope of services based on the project information provided by the CLIENT. AVILES ENGINEERING shall not be responsible for problems arising due to inadequate number of borings and/or depths dictated or required by others or inadequate engineering analyses, if the CLIENT reduces the scope of services and/or provides insufficient or invalid project or other relevant information to AVILES ENGINEERING. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

### **SITE ACCESS AND SITE CONDITIONS**

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT, as well as provide location data for all below and above ground structures, pipelines and utilities. For such items encountered, not called to the attention of AVILES ENGINEERING, the CLIENT shall assume responsibility for any resultant damages. AVILES ENGINEERING will take reasonable precautions to minimize damage to the site, but it is understood by the CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

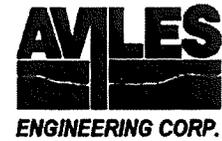
### **BILLING AND PAYMENT**

The CLIENT will pay AVILES ENGINEERING the lump sum amount(s) shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT by AVILES ENGINEERING, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

### **LIMITATION OF LIABILITY / INDEMNIFICATION**

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited to a sum equal in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

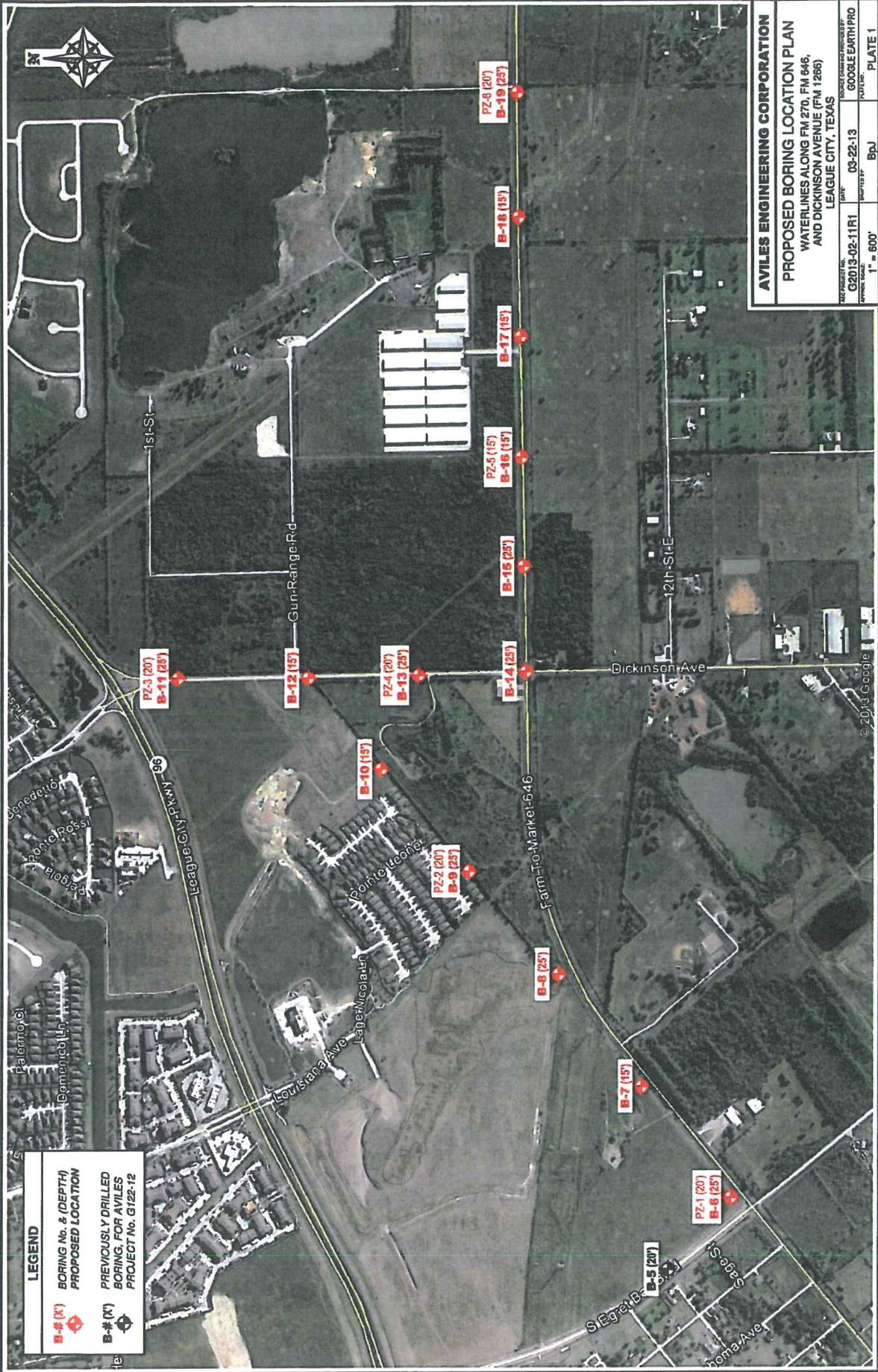
Geotechnical Investigation  
 FM 646 and Dickenson Avenue Waterlines  
 League City, Texas  
 AEC Proposal No. G2013-02-11R1  
 3/25/13



### ITEMIZED FEE ESTIMATE

Fourteen borings: 8 @ 25', 6 @ 15'; Six Piezometers: 5 @ 20', 1 @ 15'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization (Truck Rig, B-11 thru B-19)	1	LS	@	\$350.00	\$350.00
Mobilization/Demobilization (Buggy Rig, B-6 thru B-10)	1	LS	@	\$475.00	\$475.00
Lane Closure Permit (Draftsman)	4	hrs.	@	\$50.00	\$200.00
Utility Checking and Field Coordination (Draftsman)	8	hrs.	@	\$50.00	\$400.00
Boring Layout & Site Reconnaissance (Staff Engineer)	8	hrs.	@	\$82.00	\$656.00
Concrete Coring (5" dia., up to 8" thick; \$300 minimum)	0	ea.	@	\$90.00	\$0.00
Crash Truck w/Attenuator	3	days	@	\$500.00	\$1,500.00
Electronic Arrowboard	3	days	@	\$60.00	\$180.00
Traffic Control (Technician)	30	hrs.	@	\$50.00	\$1,500.00
Soil Drilling/Cont. Sampling (0-10')	140	ft.	@	\$18.00	\$2,520.00
Soil Drilling/Intermittent Sampling (10'-25')	150	ft.	@	\$16.00	\$2,400.00
Buggy Rig Surcharge (B-6 thru B-10)	105	ft.	@	\$5.00	\$525.00
Grouting Holes	175	ft.	@	\$5.00	\$875.00
Asphalt Pavement Patching	9	ea.	@	\$25.00	\$225.00
Metal Cover for Piezometers	4	ea.	@	\$60.00	\$240.00
Piezometer Installation	115	ft.	@	\$14.00	\$1,610.00
Piezometer Monitoring (1 Technician, Two Readings)	12	hrs.	@	\$50.00	\$600.00
Piezometer Plugging	115	ft.	@	\$12.00	\$1,380.00
Stanby Time (Crew of three)	0	hrs.	@	\$175.00	\$0.00
Vehicle Charge	50	hrs.	@	7.50	\$375.00
	<b>SUBTOTAL</b>				<b>\$16,011.00</b>
<b>B. GEOTECHNICAL LABORATORY TESTING</b>					
Atterberg Limits (ASTM D-4318)	27	ea.	@	\$53.00	\$1,431.00
Passing No. 200 Sieve (ASTM D-1140)	20	ea.	@	\$41.00	\$820.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	3	ea.	@	\$49.00	\$147.00
Moisture Content (ASTM D-2216)	73	ea.	@	\$8.00	\$584.00
Unconfined Compression (ASTM D-2166)	16	ea.	@	\$39.00	\$624.00
Unconsolidated-Undrained Test (ASTM D-2850)	11	ea.	@	\$54.00	\$594.00
	<b>SUBTOTAL</b>				<b>\$4,200.00</b>
<b>C. ENGINEERING &amp; REPORT PREPARATION</b>					
Senior Engineer, P.E.	3	hrs.	@	\$123.00	\$369.00
Project Engineer, P.E.	20	hrs.	@	\$96.00	\$1,920.00
Staff Engineer, E.I.T.	24	hrs.	@	\$82.00	\$1,968.00
Draftsman	14	hrs.	@	\$50.00	\$700.00
Clerical/Word Processor	3	hrs.	@	\$45.00	\$135.00
Reproduction (3 Copies of Final Report)	3	report	@	\$30.00	\$90.00
	<b>SUBTOTAL</b>				<b>\$5,182.00</b>
<b>TOTAL ESTIMATED FEE</b>					<b>\$25,393.00</b>



April 11, 2013

**Sander Engineering Corporation**  
10555 Richmond Ave., Suite 100  
Houston, Texas 77042

Attn: Mr. Erik D. Miller, P.E.

Ref: **Proposal for Traffic Control Plans & Storm Water Pollution Prevention Plans**  
City of League City – 24" Transmission Line Project, League City, Texas,  
KIT proposal # 363-1301-500P.1

Dear Mr. Miller,

KIT Professionals, Inc. (the "ENGINEER"), is pleased to offer for your consideration the following proposal for the above referenced project. After going through the project description and researching background information, we have derived at the following Project Scope and Engineering Fee.

**SCOPE OF SERVICES:** Our services include the following major work elements:

**I. Traffic Control Plans (TCP)**

- A. ENGINEER will conduct a field inventory of existing conditions including typical roadway cross-sections, roadway and intersection pavement markings, intersection traffic control, intersection lane use, pedestrian facilities, and unusual roadway features.
- B. ENGINEER will evaluate existing traffic conditions and develop Traffic Control Plans per City of League City design guidelines further described in, Scope of Services, Traffic Control Plan, and in accordance with the procedures described in the *Texas Manual on Uniform Traffic Control Devices* (Texas MUTCD).
- C. ENGINEER will coordinate and obtain approvals from both the City of League City, Traffic Division and TxDOT.
- D. ENGINEER will prepare Quantity take-off's and cost estimate.

**II. Storm Water Pollution Prevention Plans (SW3P)**

- A. ENGINEER will design the most appropriate erosion and remediation control for the construction project based on the site condition, site evaluation, design and engineering judgment.

- B. ENGINEER will prepare Storm Water Pollution Prevention Plans (SW3P) under industrial activity regulations of Texas Pollutant Discharge Elimination System (TPDES) and in accordance with Storm Water Management Handbook for Construction Activities.
- C. ENGINEER will prepare Storm Water Pollution Prevention Plans (SWPPP) at 1"=40' scale to show the pollution prevention measures, applicable notes and the standard SWPPP details.
- D. ENGINEER will prepare quantity and cost estimate.

**PROJECT FEE:** KIT Professionals, Inc. will provide the additional engineering services in accordance with the agreement on time and material basis for the amount not to exceed following:

**I. Traffic Control Design (TCP)**

- Overall Layout & General Notes  
1 sheet @ \$1,500/ Sheet \$1,500.00
- Traffic Control Plans (1"=40')  
2 sheets for Dickenson @ \$1,000/ Sheet \$2,000.00  
9 sheets for FM 646 @ \$1,000/ Sheet \$9,000.00
- Specific Traffic Control Plans for Major St / Highways
  - FM 270 / S. Egret Bay Blvd / Wyoming Ave.
  - FM 646 / 16<sup>th</sup> Street
  - FM 1266 / Tuscan Lakes Blvd.
  - South Shore Blvd / Caroline Ave.
  - FM 96 / League City Parkway
 5 @ \$1,000/ Sheet \$5,000.00
- Typical Sections and Detail drawings  
4 @ \$500 / Sheet \$2,000.00

Total amount (lump sum) for Traffic Control Design **\$19,500.00**

**II. Storm Water Pollution Prevention Plans (SW3P)**

- Storm Water Pollution Prevention Plans (1" = 40')  
11 sheets @ \$750/Sheet \$8,250.00
- Storm Water Pollution Prevention measures and applicable notes 1 sheet @ \$1,000/Sheet \$1,000.00
- Standard SW3P Detail drawings  
1 sheet @ \$500/Sheet \$500.00

Total amount (lump sum) for Storm Water Pollution Prevention Plans **\$9,750.00**

**PROJECT SCHEDULE:** We will strive to perform our services to achieve project goals on time. We will provide time schedule for our services upon receiving project schedule from you.

If you find this scope and proposal acceptable, please sign and send us back a copy/fax for our files. This signed proposal will be our authorization to proceed.

KIT Professionals, Inc. appreciates the opportunity to provide you with our services. If I can be of any further service or answer any additional questions, please feel free to call me at (713)783-8700. We look forward to working with you.

Sincerely,



Sudhakar Kalaga, P.E.  
President

Accepted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Direct: 281.554.1433  
www.leaguecity.com

MEMORANDUM

DATE: April, 22, 2015

TO: Earl Smith, Director of Engineering

FROM: John Lothrop, Assistant Director of Engineering

RE: Approval of Supplement Work Proposal #1 to Sander Engineering Corporation's professional services agreement for engineering services on the WT1105 Southeast Area Service Trunks – Sections 3, 4, and 5

Attached to this memorandum, please find two originals for Supplemental Work Proposal No. 1 for Sander Engineering Corporation to sub-contract with Lone Star Locating LLC to field locate pipelines that the City's proposed 24 inch water line will cross. Up until recently, pipeline companies would have their own forces provide these services (i.e., stake the locations and provide depth of cover information). In this instance the pipeline owners said they no longer provide such services, that the requestor would have to have such services performed at their own expense. These locative services are critical so as to insure there are no conflicts and that the proper vertical clearances are maintained between the City's proposed water line the private pipelines. Sander Engineering solicited a proposal for these locative services from Lone Star, who proposed to perform the services for \$1,500.00. In keeping with reasonable and customary practices, Sander's mark-up is 10%, in this case, \$150.00, making the total change in Sander's contract \$1,650. Their original contract amount is \$370,150.00, so their amended contract amount will be \$371,800.00. This represents less than a ½ of a 1 percent increase. A copy of Sander's emailed proposal, with Lone Star's proposal contained within the email thread, are attached under the cover of the Supplemental Work Proposal, as is an email from Angie Steelman indicating that the funds for the proposed \$1,650.00 increase are to come from account 023-3121-729-9010 WT1105. If the Supplemental Work Proposal and funding of same meets your approval, please so indicate below and by signing the proposal on behalf of the City. Upon its return to me, it will be processed to increase the purchase order amount accordingly.

Approved:   
Earl Smith  
Director of Engineering

Date: April 22, 2015.

**SUPPLEMENTAL WORK PROPOSAL NO. 1**

**PROJECT:** WT1105 Southeast Area Service Trunks – Sections 3, 4, and 5

**OWNER:** City of League City

**PROFESSIONAL:** Sander Engineering Corporation

You are directed to add the following work to your services:

**DESCRIPTION AND REASON FOR THIS SUPPLEMENTAL WORK:**

Field locates private pipelines for horizontal depth of cover where City's proposed 24-inch water line will cross the private pipelines. These services formerly were provided by the private pipeline companies whose policies now are not to provide such services. The information is critical in that it ensures there are no conflicts between water line and pipelines.

**DESCRIBE CONTRACT PRICE (INCREASE/DECREASE) CHANGE FOR THIS SUPPLEMENTAL WORK DIRECTIVE:**

\$1,650.00 increase, which includes sub-provider fee of \$1,500.00 plus normal 10% (\$150.00) markup by consultant.

**ATTACHMENTS:** (i) March 23, 2015 email from Sander Engineering Corporation with sub-provider's quote; (ii) email from Angie Steelman regarding funding for this additional work.

**CHANGE IN CONTRACT AMOUNT**

<b>ORIGINAL CONTRACT AMOUNT:</b>	\$ 370,150.00
<b><u>CHANGE BY THIS SUPPLEMENTAL WORK PROPOSAL:</u></b>	<b><u>\$ 1,650.00</u></b>
<b>AMENDED CONTRACT AMOUNT:</b>	<b>\$ 371,800.00</b>

**FOR PROFESSIONAL:**

  
Erik Miller, P.E., Project Manager

DATE: April 22, 2015

**APPROVED BY THE CITY OF LEAGUE CITY:**

  
Earl Smith, Director of Engineering

DATE: April 22, 2015

**From:** [Erik Miller](#)  
**To:** [Lothrop, John](#)  
**Subject:** FW: Pipelines in League City  
**Date:** Wednesday, March 25, 2015 3:19:55 PM

---

John,

See proposal from Lonestar Locating service. I asked that they submit a proposal for locating the pipelines that we cross on FM646. With our 10% , the cost would be approximately \$1,650. Is this acceptable?

Thanks

**Erik D. Miller, P.E.**

Senior Project Manager

[EMiller@sandereng.com](mailto:EMiller@sandereng.com)

**SANDER ENGINEERING CORPORATION**

1250 W. Sam Houston Parkway South, Suite 400

Houston, Texas 77042

Tel (713) 784-4830 Fax (713) 784-4052



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**From:** Lonestar Locating [<mailto:lonestarlocating@yahoo.com>]

**Sent:** Monday, March 23, 2015 2:08 AM

**To:** Erik Miller; Lonestar Locating

**Subject:** Re: Pipelines in League City

Mr. Erik,

I have looked this over and think I need to allow a day of work to find the 8 lines I see in the easement. It might not take that long, but it sure could. If some of the pipelines are small, say 4 or even 6 inch lines and they are deep, they can be very difficult to touch with the probe. We will have to locate each line with our locating instruments since markers are quite often not really on top of a line, and then begin to probe for them.

Our daily rate is \$1,500.00 so I would like to offer a proposal of \$1,500.00 for the work.

I have attached information about our hydro excavation/pot holing service. We use the units extensively in oil fields pot-holing pipelines we find, and our daily rate for the hydro vacs is \$1,500.00 as well.

We appreciate you all thinking of us.

Charles Hamm  
Lonestar Locating, LLC  
Ofc: 832 683 5070  
Cell: 281 245 8552

On Thursday, March 19, 2015 10:03 AM, Erik Miller <[EMiller@sandereng.com](mailto:EMiller@sandereng.com)> wrote:

Good morning Charles,

Yes, we have a water line project in League City, google image attached. We will be crossing several pipelines as seen in the attached drawings. We show the depth of the pipelines in some locations and not

in others. We have sent the drawings to the respective pipeline companies. I have heard back from only Eproducts and Exxon. I requested Exxon to provide the depth of their line and they responded that, because of legal reasons, they no longer provide that information and that it is our (the design engineer) responsibility to probe the line to determine the depth. I do not know if that is the case with the other companies but I think we need to submit a proposal to the City to probe all the lines including the ones that we show the depth (Landtech got the depth info from existing drawings and the depths may not be accurate). Obviously, we have permission from Exxon to probe their line, do you know if we need permission from the other companies to probe their lines? If so, please add that effort to your proposal.

Call me when you get a chance, I will be leaving today at 11:30 and will not be back until Monday.

Thanks

**Erik D. Miller, P.E.**

Senior Project Manager

[EMiller@sandereng.com](mailto:EMiller@sandereng.com)

**SANDER ENGINEERING CORPORATION**

1250 W. Sam Houston Parkway South, Suite 400

Houston, Texas 77042

Tel (713) 784-4830 Fax (713) 784-4052



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**From:** Lonestar Locating [<mailto:lonestarlocating@yahoo.com>]

**Sent:** Thursday, March 19, 2015 3:01 AM

**To:** Erik Miller

**Subject:** Re: Pipelines in League City

Mr. Erik,

I understand you all might want us to do some work for you on a project in League City. I'll give you a call this morning. I have a question or two.

I have attached some information about our hydro excavation/pot-holing service.

We appreciate you all thinking of us.

Charles Hamm

Lonestar Locating, LLC

Ofc: 832 683 5070

Cell: 281 245 8552

**From:** [Steelman, Angie](#)  
**To:** [Lothrop, John](#)  
**Subject:** WT1105 Sander funding need  
**Date:** Tuesday, April 21, 2015 5:35:09 PM  
**Attachments:** [logo2013c4a0a1](#)

---

Please use 023-3121-729-9010 WT1105 for the \$1,650 amendment to Sander's contract.

Thanks!  
Angie

Angie Steelman, CGFO  
CIP Projects Administrator  
Public Works Administration  
City of League City  
300 W. Walker St.  
League City, Texas 77573  
281-338-4186 - Direct



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**To:** John Baumgartner, Deputy City Manager  
**From:** Bobby Morrison, Senior Project Manager  
**Reference:** Southeast Area Service Trunks – Section 3, 4, &5  
FM646  
League City CIP Project No. WT1105  
**Subject:** Supplemental Work Proposal 2 – Sander Engineering Corporation  
**Date:** April 21, 2016

The City entered into a Professional Services Agreement with Sander Engineer Corporation (SEC), May 16, 2013 to perform the design and construction phase services related to the subject project, for the total fee amount of \$370,150. Upon 50% completion of the plans, March 2014, TxDot released the preliminary ROW maps for the FM 646 widening project, which included an additional 20'+ taking of land on the north side of FM 646. This required the proposed 24-inch water line alignment to be shifted north, outside of the existing 20' M.U.E. In addition, Tuscan Lakes constructed a Detention Basin, adjacent to the FM 646 ROW, which included a maintenance berm that changed the topography and available land area for the proposed 24-inch water line.

SEC graphically showed these changes in the preliminary submittal to TxDot. TxDot denied the approval until specific survey data and more detail drawings could be provided. In addition, the City would need additional easements from Tuscan Lakes Development for the new water line alignment. In order to incorporate these physical changes into the design, SEC required additional survey data and legal descriptions for the new easements. The majority of this work has been completed and SEC is requesting approval of Supplemental Work Proposal No. 2 for this additional effort, for the estimated increased fee of \$29,308. Based on the background information provided, we feel this fee is reasonable and justified.

Angie has confirmed that funds are available in the current CIP budget.

If you are in agreement, please sign the attached Supplemental Work Proposal No. 2 and return to our office for processing.

Please call if you have any questions at ext 1439.

Thank you

**SUPPLEMENTAL WORK PROPOSAL NO. 2**

**PROJECT:** WT1105 Southeast Area Service Trunks – Sections 3, 4, and 5

**OWNER:** City of League City

**PROFESSIONAL:** Sander Engineering Corporation

You are directed to add the following work to your services:

**DESCRIPTION AND REASON FOR THIS SUPPLEMENTAL WORK:**

The additional work includes the update of design and drawings of the 24-inch water line, along FM646, from FM 270 to CenterPoint Energy easement crossing. The justification for the update is to obtain current survey data along FM 270 and FM 646 due to recent land development in the area which includes a detention pond and associated berm along FM 646 and the taking of additional right-of-way by TxDot for widening of FM 646. This additional update of design and drawings is required for TxDot permitting.

**DESCRIBE CONTRACT PRICE (INCREASE/DECREASE) CHANGE FOR THIS SUPPLEMENTAL WORK DIRECTIVE:**

See attached Proposal from Sander Engineering Corporation dated April 6, 2016'

**CHANGE IN CONTRACT AMOUNT**

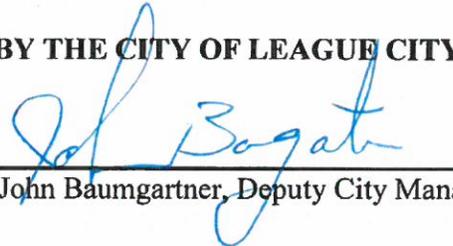
<b>ORIGINAL CONTRACT AMOUNT:</b>	<b>\$ 370,150.00</b>
<b>CHANGE BY PREVIOUS WORK PROPOSAL:</b>	<b>\$ 1,650.00</b>
<b>CHANGE BY THIS SUPPLEMENTAL WORK PROPOSAL:</b>	<b>\$ 29,308.00</b>
<b>AMENDED CONTRACT AMOUNT:</b>	<b>\$ 401,108.00</b>

**FOR PROFESSIONAL:**

  
Erik Miller, P.E., Project Manager

DATE: April 23, 2016

**APPROVED BY THE CITY OF LEAGUE CITY:**

  
John Baumgartner, Deputy City Manager

DATE: April 23, 2016

# SANDER ENGINEERING CORPORATION

CONSULTING ENGINEERS - SURVEYORS  
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NO. F-517

1250 W. SAM HOUSTON PARKWAY SOUTH, SUITE 400  
HOUSTON, TEXAS 77042

DENNIS W. SANDER, P.E.  
President

713-784-4830  
FAX 713-784-4052

April 6, 2016

Mr. John Lothrop  
Assistant Director of Engineering  
City of League City  
1505 Dickinson Ave  
League City, Texas 77573

Re: Proposal to Update the Water Line Design along FM 646  
from FM 270 to the CenterPoint Easement 13-051  
24-inch Water Line Extension Along FM 646  
WT1105 Southeast Service Area Trunks Project  
City of League City

Dear Mr. Lothrop,

Per your request, Sander Engineering Corporation ("SEC") is submitting this proposal to update the 24-inch water line design along FM 646 from FM 270 to the CenterPoint easement crossing of FM 646, a distance of approximately 1,700 linear feet. The justification for the update is to obtain current survey data along FM 270 and FM 646 due to recent land development in the area which includes a detention pond and associated berm along FM 646 and the taking of additional right-of-way by TxDOT for the widening of FM 646. The update will require the following actions:

1. Re-topo along FM 270 and FM 646  
Landtech proposal dated March 18, 2016  
 $\$9,844.00 \times 1.1 =$  \$10,828.40
  2. Preparation of additional parcel taking to include Metes & Bounds and plat.  
Landtech proposal dated March 18, 2016  
 $\$2,936.00 \times 1.1$  \$3,229.60
  3. Revise base drawings and plan & profile drawings.  
100 hours (9 sheets) @ \$100/hr \$10,000.00
  4. Revise SWPPP drawings.  
KIT Professionals proposal dated April 5, 2016  
 $1,500 \times 1.1$  1,650.00
  5. Resubmit to City of League City and TxDOT.  
36 hours @ \$100/hr \$3,600.00
- Total** **\$29,308.00**

Proposal to Update WL along FM 646  
City of League City  
WT1105  
April 6, 2016  
Page 2 of 2

Our lump sum fee for this effort is estimated at \$29,308.00.

We anticipate the schedule for this work to be approximately ten (10) weeks from the authorization to proceed.

Please call if you have any questions.

Thank you,



Erik D. Miller, P.E.  
Senior Project Manager



Landtech, Inc.  
 2525 North Loop West, Suite 300  
 Houston, Texas 77008  
 T: 713-861-7068; F: 713-861-4131  
 TxBPE Reg. No. F-1364  
 TxBPLS Reg. No. 10019100

March 18, 2016

Mr. Erik D. Miller, P.E.  
 Sander Engineering Corp.  
 10555 Richmond Ave., Suite 100  
 Houston Texas, 77042

RE: City of League City, TX  
 Topographic and Right of Way Surveying and Mapping – Proposed 24" Water Line

Dear Mr. Miller:

It is my pleasure to submit the following proposal for providing professional surveying service for the above referenced project. Based on your email and the attached map received 3/01/2016, we will provide Topographic and Right of Way Surveying and Mapping services as follows:

- Along the East side of FM 270 from Strawberry (a.k.a. 14th Street) to the SE ROW of FM 646 – 770 linear feet;
- Along the North side of FM 646 from the NE ROW of FM 270 to the S ROW of the Centerpoint right of way, at intersection with unnamed closed road – 1,600 linear feet;

The total length is 2,370 linear feet. The purpose of this survey is to update the topographic survey previously performed in 2013 in the above described areas due to construction activities. The Scope of Work is as follows:

Topographic Survey – Width of topographic survey will be as follows:

- FM 270 – from Centerline ROW to 30 feet E of E ROW
- FM 646 – from Centerline ROW to 30 feet N of N ROW

Topographic Survey will be tied to previously established survey control. Cross sections will be surveyed at 100-foot intervals and at grade breaks. One Call will be contacted to mark utilities along the project routes. Research of public and private utilities will be provided. Utilities will be surveyed and mapped in plan and profile view per visible indications and best available evidence (probing or excavation not included). Manhole and inlet pipe inverts will be surveyed where accessible. Survey of topography, utilities, and cross sections will be mapped in plan and profile format. DTM is not included. An electronic CADD file of the survey, and an ASCII point file containing all field survey data points, will be provided. The associated fees are as follows:

2-Man Field Crew.....	36 hours x \$125.00	= \$ 4,500.00
Technician.....	16 hours x \$ 85.00	= 1,360.00
CAD.....	32 hours x \$ 85.00	= 2,720.00
Project Manager.....	8 hours x \$130.00	= 1,040.00
GPS Units.....	1 unit x 1 days x \$225.00	= 225.00
Mileage.....	400 miles x \$0.56	= 224.00
	Lump Sum Fee This Task	= \$ 9,844.00

Right of Way Survey:

Landtech will provide one additional parcel survey for the city's use in the acquisition of Municipal Utility Easements along the N ROW of FM 646. Services include the preparation of a Metes and Bounds description and a plat for said parcel, and field staking of the easement.

2-Man Field Crew.....	8 hours x \$125.00	= \$ 1,000.00
Technician.....	8 hours x \$ 85.00	= 680.00
CAD.....	8 hours x \$ 85.00	= 680.00
Project Manager.....	4 hours x \$130.00	= 520.00
Mileage.....	100 miles x \$0.56	= <u>56.00</u>
	Lump Sum Fee This Task	= \$ 2,936.00

TOTAL LUMP SUM FEE ALL SERVICES: \$12,780.00

We can complete this work 30 days after receipt of notice to proceed, weather permitting.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

Landtech, Inc.



William J. Massey, R.P.L.S.  
Survey Manager

S:\Users\Bmassey\Proposals\672pro15.doc

April 05, 2016

**Sander Engineering Corporation**  
1250 W. Sam Houston Parkway South, Suite 400  
Houston, Texas 77042

Attn: Mr. Erik D. Miller, P.E.

Ref: **Additional Storm Water Pollution Prevention Plans Proposal for Revised Route**  
City of League City – 24" Transmission Line Project, League City, Texas,  
KIT proposal # 363-1301-500P.1

Dear Mr. Miller,

KIT Professionals, Inc. (the "ENGINEER"), is pleased to offer for your consideration the following proposal for additional Storm Water Pollution Prevention Plans (SW3P) due to the revised water line alignment along FM 646 from FM 270 to the CenterPoint easement. The revised 24" transmission water line will now be along the new waterline easement just outside the TxDOT's future taking for FM 646 expansion. The Developer has constructed a detention pond on the adjoining property. The new water line easement will include the berm for the pond and the water line alignment will likely be under the berm. After going through the project description and researching background information, we have derived at the following Project Scope and Engineering Fee.

**SCOPE OF SERVICES:** Our services include the following major work elements:

- I. Additional Storm Water Pollution Prevention Plans (SW3P)

**PROJECT FEE:** KIT Professionals, Inc. will provide the additional engineering services in accordance with the agreement on lump sum basis for the following:

- |  |            |
|--|------------|
| I. Additional Storm Water Pollution Prevention Plans and details | \$1,500.00 |
|--|------------|

<b>Total lump sum amount for additional SW3P</b>	<b><u>\$1,500.00</u></b>
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KIT Professionals, Inc. appreciates the opportunity to provide you with our services. If I can be of any further service or answer any additional questions, please feel free to call me at (713)972-6649.

Sincerely,



Sudhakar Kalaga, P.E.  
President



## MEMORANDUM

To: Angie Steelman  
Director of Budget & Project Management

From: Anthony Talluto  
Project Manager

Date: 10/15/2018

Re: Southeast Area Service Trunks (WT1105) Surveying Update

*contract: 3170396*

Under cover of this memorandum please find Work Change Directive No. 3 to update the surveying (metes and bounds) for a few parcels associated with the Southeast Area Service Trunks Project (WT1105) in the amount of \$2500.

The proposal amount falls within the Director approval thresholds established in the City's procurement policy. Per Kristin Clark, funding will have to come from the account string below:

*WT 1105 PLAN DESIG - DESIGN - CRF WATER*

If this meets your approval, please indicate by signing and dating below and executing the professional services agreement documents.

Thank you.

*Kristin Clark*  
\_\_\_\_\_  
Kristin Clark, Grants/CIP Administrator

*11/2/18*  
\_\_\_\_\_  
Date

*Angie Steelman*  
\_\_\_\_\_  
Angie Steelman, Director Project Management  
& Budget

*11/2/18*  
\_\_\_\_\_  
Date

WORK CHANGE DIRECTIVE (WCD) NO. 003

PROJECT: Southeast Area Service Trunks (WT1105)

OWNER: City of League City

ENGINEER: Sander Engineering Corporation

CONTRACTOR: n/a

You are directed to make the following changes in the Contract:

**DESCRIPTION AND REASON FOR THIS WCD:**

This work change directive is requested to provide updated metes and bounds descriptions and surveys associated with the 24" waterline installation along FM646 (Southeast Area Service Trunks Sections 3&5)

**DESCRIBE CONTRACT PRICE (INCREASE/DECREASE) CHANGE FOR THIS WCD:**

Price increase is to cover additional surveying needed to update metes and bounds descriptions and surveys associated with the 24" waterline installation along FM646 (Southeast Area Service Trunks Sections 3&5)

**ATTACHMENTS:**

**CHANGES IN CONTRACT PRICE**

ORIGINAL CONTRACT PRICE:	\$ 370,150.00
NET CHANGES FROM PREVIOUS WCDS:	\$ 30,958.00
CHANGE BY THIS WCD:	\$ 2,500
CONTRACT PRICE WITH ALL APPROVED WCDS:	\$ <del>372,650.00</del> 403,608.00

*Just*  
11/15/18

**CHANGES OR EXTENSIONS IN CONTRACT TIME**

ORIGINAL CONTRACT TIME:	n/a	Calendar Days
INCREASED TIME FROM PREVIOUS WCDS:	n/a	Calendar Days
INCREASED TIME FROM THIS WCD:	n/a	Calendar Days
REVISED CONTRACT TIME:	n/a	Calendar Days

SUBMITTED BY: Sander Engineering Corp. DATE: \_\_\_\_\_

RECOMMENDED BY: *[Signature]* DATE: 10-15-2018

OWNER APPROVAL BY: *[Signature]* DATE: 11/2/18

Angie Steelman, Director of  
Budget & Project Management

## Wologo, Susan

---

**From:** Carol Stoler <CStoler@sandereng.com>  
**Sent:** Friday, November 17, 2017 11:18 AM  
**To:** Wologo, Susan  
**Subject:** RE: Project invoicing

Hi Susan,

Nice to hear from you.  
See my response below in red.  
We have already invoiced anything due through Sept. 30.

Thanks and have a Happy Thanksgiving.

### Carol K. Stoler

Office Manager  
[CStoler@sandereng.com](mailto:CStoler@sandereng.com)

### SANDER ENGINEERING CORPORATION

2901 Wilcrest, Suite 550  
Houston, Texas 77042  
Tel (713) 784-4830 Ext. 13 Fax (713) 784-4052  
[www.sandereng.com](http://www.sandereng.com)



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**From:** Wologo, Susan [mailto:[Susan.Wologo@leaguecity.com](mailto:Susan.Wologo@leaguecity.com)]  
**Sent:** Friday, November 17, 2017 11:08 AM  
**To:** Carol Stoler <CStoler@sandereng.com>  
**Subject:** Project invoicing

Hi Carol,

Can you check the projects below to see if there will be anymore invoicing for this project year. If you have service dates up until **September 30, 2017** on either one of these projects, please forward an invoice as soon as possible so our Finance Department can close out the budget year.

WT 1105 – Contract 130744 - SE Service Area Trunks Phase 3,4,5 –**We are waiting for the City to acquire property**  
WW 1101 – Contract 3170700 – RE-Use Improv. Ph 1 - **this was put on hold.**

Thanks for your help.

Susan Wologo  
Project Technician  
Engineering  
City of League City  
500 W Walker St  
League City, Texas 77573

Phone: 281-554-1436



**CONFIDENTIALITY STATEMENT**

This message and all attachments are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may be unlawful. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission or by calling the City of League City at 281-554-1000, and destroy all copies of the original message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.



## MEMORANDUM

To: Angie Steelman  
Director of Budget & Project Management

From: Anthony Talluto  
Project Manager

Date: 4/10/2019

Re: Southeast Area Service Trunks (WT1005) Surveying Update

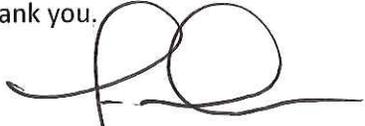
Under cover of this memorandum please find Work Change Directive No. 4 to update the surveying (metes and bounds) for a few parcels associated with the Southeast Area Service Trunks Project (WT1105) in the amount of \$3000.

The proposal amount falls within the Director approval thresholds established in the City's procurement policy. Per Kristin Clark, funding will have to come from the account string below:

WT 1105 - PLAN DESIG - DESIGN - CRFWATER (10407300-56050)

If this meets your approval, please indicate by signing and dating below and executing the professional services agreement documents.

Thank you.

  
\_\_\_\_\_  
~~Kristin Clark, Grants/CIP Administrator~~  
Anthony Talluto, DM  
  
\_\_\_\_\_  
Angie Steelman, Director Project Management  
& Budget

4/10/2019  
Date

5/3/19  
Date

WORK CHANGE DIRECTIVE (WCD) NO. 003

PROJECT: Southeast Area Service Trunks (WT1105)

OWNER: City of League City

ENGINEER: Sander Engineering Corporation

CONTRACTOR: n/a

You are directed to make the following changes in the Contract:

**DESCRIPTION AND REASON FOR THIS WCD:**

This work change directive is requested to provide updated metes and bounds descriptions and surveys associated with the 24" waterline installation along FM646 (Southeast Area Service Trunks Sections 3&5)

**DESCRIBE CONTRACT PRICE (INCREASE/DECREASE) CHANGE FOR THIS WCD:**

Price increase is to cover additional surveying needed to update metes and bounds descriptions and surveys associated with the 24" waterline installation along FM646 (Southeast Area Service Trunks Sections 3&5)

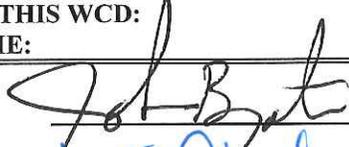
**ATTACHMENTS:**

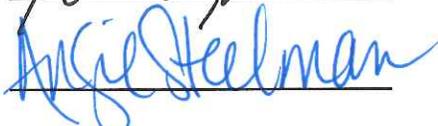
**CHANGES IN CONTRACT PRICE**

ORIGINAL CONTRACT PRICE:	\$ 370,150.00
NET CHANGES FROM PREVIOUS WCDS:	\$ 33,458.00
<u>CHANGE BY THIS WCD:</u>	<u>\$ 3,000.00</u>
CONTRACT PRICE WITH ALL APPROVED WCDS:	\$ 406,608.00

**CHANGES OR EXTENSIONS IN CONTRACT TIME**

ORIGINAL CONTRACT TIME:	_____ Calendar Days
INCREASED TIME FROM PREVIOUS WCDS:	_____ Calendar Days
INCREASED TIME FROM THIS WCD:	<u>n/a</u> Calendar Days
<u>REVISED CONTRACT TIME:</u>	<u>_____</u> Calendar Days

SUBMITTED BY:  DATE: 5-7-19

RECOMMENDED BY:  DATE: 5-3-19

OWNER APPROVAL BY:  DATE: \_\_\_\_\_  
John Baumbgartner  
City Manager