

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This agreement (this "Agreement") entered into by and between ***Brown & Gay Engineers, Inc.*** (hereinafter "Professional") and the City of League City, Texas, a Texas home-rule city (the "City").

1. Scope of Services/Professional Fees

- a. This Agreement authorizes Professional to perform *services in connection with the design of 24" Gravity Line Parallel to Butler Road* (the "Work") for and on behalf of the City. The compensation for Professional shall be on a lump sum basis as denoted in the attached Exhibit "A." The Professional shall not exceed the estimated cost or fees for any phase of the Work as denoted in Exhibit "A" without further written authorization from the City.
- b. An estimate of the project time schedules for the Work is attached as Exhibit "B."
- c. The scope of the work and preliminary opinion of probable construction cost is as denoted in Exhibit "C."
- d. Any work not included in the scope requires prior authorization in writing by the City with reimbursement of costs based on an agreed upon lump sum or with reimbursement of costs at the rates and charges as denoted in the attached Exhibit "D."
- e. Each of these Exhibits "A" through "D" is incorporated into this Agreement by reference for all purposes.

2. Reimbursable Costs

Except for Professional's fees for services provided under this Agreement, reimbursable costs shall be as denoted in the attached Exhibit "D."

3. Progress Reports

Professional shall provide written progress reports to the City regarding the Work and oral reports as requested. At least one progress report shall be made at the time that approximately seventy percent (70%) of a phase as outlined in Exhibit "A" is completed. Such progress report shall identify the projected time and cost required by Professional to complete the remaining phases of the Work required under this Agreement.

4. Personnel of Professional

a. Professional's Project Manager

Professional shall designate *Joseph C. Samson, 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 *Professional 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.

5. Designation and Duties of the City's Representative

a. The City's Director of Public Works, or his designee, shall act as the City's Representative.

b. This City's Representative shall use his best efforts to provide nonconfidential City records for Professional's usage on the Work and to provide access to City's property and easements.

6. Standards of Performance

a. The Professional shall perform all services under this Agreement in accordance with the standards of the engineering profession specializing in *Civil Engineering*.

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.

7. Schedule

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

8. 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 insurance policy 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.

9. 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, subconsultants, agents or employees arising directly or indirectly or in any way connected with the work performed by Professional under this Agreement.

10. Subcontractors and Subconsultants

Professional shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Professional

The City retains the right to terminate this Agreement "at will" and to pay only for the professional services and subconsultant'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 Board of Construction Board of Adjustments and Appeals.

- 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: City Administrator

For the Professional:

Brown & Gay Engineers, Inc.
11490 Westheimer, Suite 700
Houston, Texas 77077-6841
Attention: Joseph C. Samson, 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 12th day of August, 2004.

CITY OF LEAGUE CITY, TEXAS

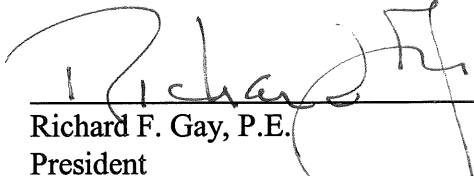

A. JEFF HARRISON,
Mayor

ATTEST:


BARBARA NUGENT,
City Secretary

SIGNED ON THE 10th day of August, 2004.

BROWN & GAY ENGINEERS, INC.


Richard F. Gay, P.E.
President

Witness

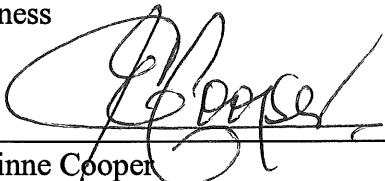

Corinne Cooper

EXHIBIT A
COMPENSATION FOR PROFESSIONAL SERVICES

League City, Texas

24" Gravity Line Parallel to Butler Road

For the services covered by this Agreement, the City of League City (the City) agrees to pay Brown & Gay Engineers, Inc. (Professional) as follows:

- A. For Basic Services associated with the Design of 24" Gravity Line Parallel to Butler Road as described in Exhibit C, a lump sum fee of \$120,200.00. This lump sum fee is further phased below:

Preliminary Evaluation	\$21,300.00
Design Phase & Bid Phase	\$78,700.00
Construction Administration	\$20,200.00

- B. For Topographic Services associated with the Design of 24" Gravity Line Parallel to Butler Road as described in Exhibit C, a lump sum fee of \$23,000.00.

- C. For Other Additional Services as authorized in writing by the City, a cost reimbursement fee or lump sum fee to be determined.

SUMMARY

Item A	\$120,700.00
<u>Item B</u>	<u>\$23,000.00</u>
TOTAL	\$143,700.00

200 JE
200 JE

EXHIBIT B
SCHEDULE

League City, Texas

24" Gravity Line Parallel to Butler Road

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

<u>Deliverables</u>	<u>Completion Date</u>
Prepare Preliminary Evaluation	60 Calendar days after Notice to Proceed.
Prepare Bid Package	90 Calendar days after approval of Preliminary Evaluation

EXHIBIT C
SCOPE OF WORK &
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

League City, Texas

24" Gravity Line Parallel to Butler Road

SCOPE OF WORK

The purpose of this project is to design a 24" gravity sewer line that begins with a tie in to the existing sanitary sewer at Butler and Brittany Bray Blvd. then extends east to Calder Road and south along Calder Road approximately 5,000 feet as further described below:

APPROACH

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

- Preliminary Evaluation Phase
- Final Design Phase
- Bid Phase
- Construction Phase
- Topographic Survey
- Right-of-Way Survey

Each phase is described in the following paragraphs:

Preliminary Evaluation Phase

1. Attend kick-off meeting with City Staff.
2. Obtain "Record Drawings" from the City.
3. Working with City Staff, define service area for the proposed sanitary sewer.
4. Using defined service area project ultimate flows.
5. Layout alternative sewer routes.
6. Using "Record Drawings" update and cut plan & profile sheets.
7. Evaluate alternative sewer routes.
8. Develop preliminary opinion of probable cost.
9. Prepare a letter report summarizing the findings and conclusions of the Preliminary Evaluation Phase.

Final Design Phase

1. Prepare construction drawings including plan & profile drawings at a scale of 1" = 40' horizontal scale and 1" = 4' vertical scale.
2. Develop technical specifications.
3. Prepare final opinion of probable cost.
4. Prepare contract documents and submit two (2) copies to City for review.
5. Incorporate City comments and issue final Contract Documents. City will be responsible for the cost of publishing the Advertisement for Bids and the cost for reproduction of the Contract Documents during the Bidding process.

EXHIBIT C
SCOPE OF WORK &
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

League City, Texas

24" Gravity Line Parallel to Butler Road

Bid Phase

1. Assist the City in the solicitation and acceptance of Bids.
2. Attend pre-bid conference.
3. Evaluate the Bids received and make a recommendation to the City on the award of the Contract.

Construction Phase

1. Prepare formal Contract Documents for City to issue to Contractor.
2. Set initial horizontal and vertical control for construction.
3. Make five (5) site visits during the construction of the improvements and report observations to the City.
4. Review submittals and requests for information.
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. Prepare punch list.
8. Prepare "Record Drawings".

Topographic Survey

1. Establish horizontal control and stake project baseline/centerline throughout project.
2. Establish vertical benchmark circuit throughout project.
3. Profile and cross section intersecting streets for tie in to project.
4. Survey cross sections at 100' intervals extending to 25' outside ROW on either side.
5. Obtain elevations on all exposed ground features.
6. Obtain elevations of all utilities in project area.

Right-Of-Way Survey

1. Survey and prepare a right-of-way map on a scale of 1"=20'. Survey and preparation of acquisition documents (Metes and bounds) are additional services to be paid for on an individual basis as authorized by the City.

EXHIBIT C
SCOPE OF WORK &
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

League City, Texas

24" Gravity Line Parallel to Butler Road

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

		Unit	Unit	Total
		Quantity	Price	Cost
1. Mobilization	LS	1	\$45,000.00	\$45,000.00
2. 24" Gravity Sewer (HL&P Route)	LF	6,500	\$120.00	\$780,000.00
3. Manholes	EA	15	\$3,000.00	\$45,000.00
4. Bore & Jack Under Butler Road	LF	80	\$500.00	\$40,000.00
5. Tie-in at Butler Road	LS	1	\$10,000.00	\$10,000.00
6. Traffic Control	LS	1	\$25,000.00	\$25,000.00
7. Trench Safety	LS	1	\$15,000.00	\$15,000.00
Subtotal				<u>\$960,000.00</u>
Contingency			20%	<u>\$192,000.00</u>
TOTAL CONSTRUCTION COST				<u>\$1,152,000.00</u>

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EXHIBIT D
RATE SCHEDULE

League City, Texas
24" Gravity Line Parallel to Butler Road

ENGINEERING BILLING FEES:

The Engineering fee for hourly services, except Surveying which is addressed below, shall be determined by using a multiplier of 2.5 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 employee.

<u>Employee Title Category</u>	<u>Billing Rate Range</u>
Design Manager, Project Manager III	187.00 - 250.00
Project Manager I, II	130.00 - 175.00
Engineer II, III, IV	106.00 - 123.00
Engineer I	92.00 - 102.00
Engineer in Training II	78.00 - 94.00
Engineer in Training I	61.00 - 90.00
Engineer/Survey Technician III, IV	84.00 - 132.00
Engineer/Survey Technician I, II	39.00 - 83.00
Inspector II	73.00 - 100.00
Inspector I	48.00 - 72.00
Chief Surveyor	166.00
Surveyor IV	107.00 - 115.00
Survey Crew	(1)
Secretarial	45.00 - 74.00

- (1) All surveying will be based on the hourly rate for field surveying being charged by Brown & Gay Engineers, Inc. at the time work is done (currently \$155.00 per field crew hour). The hourly rate includes imputed costs for survey equipment, vehicles, materials such as stakes, flagging and iron rods and for personnel.

ALLOWANCES:

Expenses incurred on behalf of the project such as printing/reproduction, delivery charges, application, recording fees and outside professional services will be billed at cost plus 10%.

File Copy

AMENDMENT TO AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This amendment to agreement (this "Amendment") entered into by and between **Brown & Gay Engineers, Inc.** (hereinafter "Professional") and the City of League City, Texas, a Texas home-rule city (the "City") is and amendment to that certain agreement entered into by and between the Professional and the City dated August 12, 2004.

1. Scope of Services/Professional Fees

- a. This Amendment authorizes Professional to perform *additional services in connection with the design of 24" Gravity Line Parallel to Butler Road* (the "Work") for and on behalf of the City. The compensation for Professional shall be on a lump sum basis as denoted in the attached Exhibit "A-Amended." The Professional shall not exceed the estimated cost or fees for any phase of the Work as denoted in Exhibit "A-Amended" without further written authorization from the City. Exhibit "A-Amended" is incorporated into this Amendment by reference for all purposes.

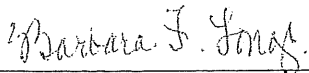
SIGNED ON THE 3RD day of FEBRUARY, 2005.

CITY OF LEAGUE CITY, TEXAS



A. JEFF HARRISON,
Mayor

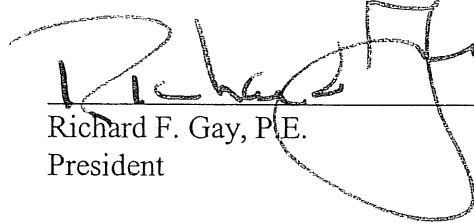
ATTEST:



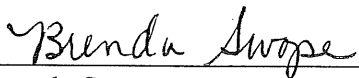
BARBARA F. LONG
City Secretary INTERIM

SIGNED ON THE 1ST day of FEBRUARY, ²⁰⁰⁵~~2004~~.

BROWN & GAY ENGINEERS, INC.


Richard F. Gay, P.E.
President

Witness


Brenda Swope

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EXHIBIT A-AMENDED
COMPENSATION FOR PROFESSIONAL SERVICES

League City, Texas

24" Gravity Line Parallel to Butler Road

For the services covered by this Agreement, the City of League City (the City) agrees to pay Brown & Gay Engineers, Inc. (Professional) as follows:

- A. For additional Basic Services for extension of Calder Road 27" Sanitary Sewer to Willow Lane, an additional lump sum fee of \$5,200.00.
- B. For Topographic Services associated with the extension of Calder Road 27" Sanitary Sewer to Willow Lane, an additional lump sum fee of \$1,700.00
- C. Other Additional Services
 - 1. For Right-of-Way Survey associated with the Design of 24" Gravity Line Parallel to Butler Road as described in Exhibit B, a lump sum fee of \$14,500.00
 - 2. For additional Right-of-Way Survey associated with the extension of Calder Road 27" Sanitary Sewer to Willow Lane, an additional lump sum fee of \$1,500.00.
 - 3. For Geotechnical Services associated with the Design of 24" Gravity Line Parallel to Butler Road for a lump sum fee of \$13,332.00
 - 4. For additional Geotechnical Services associated with the extension of Calder Road 27" Sanitary Sewer to Willow Lane, an additional lump sum fee of \$1,100.00.

SUMMARY

DESCRIPTION	AGREEMENT	AMENDMENT	AMENDMENT	TOTAL
	08/12/04	10/12/04	01/25/05	
Basic Services	\$120,200.00		\$5,200.00	\$125,400.00
Topographic Survey	\$23,000.00		\$1,700.00	\$24,700.00
ROW Survey		\$14,500.00	\$1,500.00	\$16,000.00
Geotechnical Services		\$13,332.00	\$1,100.00	\$14,432.00

2/1/05

A-1

*Copy to [unclear]
on 2/1/05
[unclear]*

BROWN & GAY

ENGINEERS, INC.

November 2, 2010

Mr. Jackie L. Murphy, PE
City Engineer
City of League City
305 East Main St
League City, Texas 77573

Attn: Mr. John F. Lothrop, RPLS

Re: Amendment Proposal for Professional Services in connection with the
Bidding of 24" Gravity Line Parallel to Butler Road
(Calder Road Sanitary Sewer Improvements)

Dear Mr. Murphy:

We are pleased to submit our amendment proposal for preparation of bidding documents through construction for the Calder Road Sanitary Sewer Improvements. Plans for the project were completed and signed in 2005, however the project was never put out for bid. This proposal amends the contract with the following additional work: Design Phase review and coordination of recent and future engineering and construction, plan revisions, preparation of sanitary sewer and temporary construction easements, and optional verification of topographic information. Please note that the Construction Administration fee increase detailed in Attachment A is a reflection of rate increases over the past five years, as the hours are the same as in our original proposal.

Please find attached the following attachments for the proposed contract amendment:

- Attachment A – Compensation for Professional Services itemizing the required work, with a summary of current and proposed contract amounts.
- Attachment B – Fee Estimate for based on the level of effort for additional work.
- Attachment C – Easement Preparation Proposal.
- Attachment D – Project Schedule from design revisions through construction of the work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please contact me at (281) 558-8700.

Sincerely,


David C. Scholler, PE
Senior Project Manager

Accepted by: 

Date: 1-19-11

City manager
Title

ATTACHMENT A
PROPOSED AMENDMENT (Nov 2010)
COMPENSATION FOR PROFESSIONAL SERVICES

League City, Texas

**24" Gravity Line Parallel to Butler Road
(Calder Road Sanitary Sewer Improvements)**

For the services covered by this Agreement, the City of League City (the City) agrees to pay Brown & Gay Engineers, Inc. (Professional) as follows:

- A. For additional Basic Services for Final Design and of Calder Road Sanitary Sewer Improvements, an additional lump sum fee of \$20,063.00.
- B. For Sanitary Sewer Easement Preparation associated with the of Calder Road Sanitary Sewer Improvements, an additional lump sum fee of \$33,300.00
- C. For additional Topographic Verification Services associated with the of Calder Road Sanitary Sewer Improvements, an additional lump sum fee of \$8,775.00.

SUMMARY

DESCRIPTION	AGREEMENT 08/12/04	AMENDMENT 10/12/04	AMENDMENT 01/25/05	PROPOSED AMENDMENT (Oct 2010)	REMAING CONTRACT	TOTAL CONTRACT INCREASE
Prelim. Eval.	\$21,300.00					
Design & Bid Phase	\$78,700.00			\$17,165	\$502	\$16,663
Const. Admin.	\$20,200.00			\$23,600	\$20,200	\$3,400
Total Basic Services	\$120,200.00		\$5,200.00	\$40,765	\$20,702	\$20,063
Topographic Survey	\$23,000.00		\$1,700.00			
ROW Survey		\$14,500.00	\$1,500.00			
Geotechnical Services		\$13,332.00	\$1,100.00			
Easement Preparation				\$33,300		\$33,300
Optional Survey				\$8,775		\$8,775

10/20/10

A-1



Attachment B – Fee Estimate
Proposed Amendment (Nov 2010)
CITY OF LEAGUE CITY
Calder Road Sanitary Sewer Improvements

\$185 \$165 \$120 \$100 \$80 \$135 \$170 \$60 \$135

Task	Sr. Project Manager		Project Manager		CADD		RPLS		Survey Tech		Survey Crew		GPS Crew		Secretarial		Quality Control		Total Labor		Expenses		Total
	1	4	4	4	4	2	2	4	2	2	2	2	2	2	2	2	2	2	2	\$	\$		
Review Existing Utility Plans																							
Coordination with County																							
Coordination with Church																							
Subtotal Review and Coordination	1	12	8	4	4	2	2	4	2	2	2	2	2	2	2	2	2	2	2	\$1,445	\$960	\$960	\$3,365
Final Design Phase																							
Revise Construction Drawings																							
1. COVER SHEET		0.5	1																				\$270
2. CONSTRUCTION NOTES		1	2																				\$473
3. SHEET LAYOUT		0.5	2																				\$390
4. LEAGUE CIT PARKWAY P&P 0+00 TO 7+23		1	4																				\$915
5. EASEMENT P&P 7+23 TO 16+09		1	4																				\$915
6. TURNER ST. P&P 16+09 TO 23+80		1	4																				\$915
7. CALDER RD. P&P 23+80 TO 33+00		1	4																				\$915
8. CALDER RD. P&P 33+00 TO 43+00		1	4																				\$915
9. CALDER RD. P&P 43+00 TO 53+00		1	4																				\$915
10. CALDER RD. P&P 53+00 TO 63+00		1	4																				\$915
11. CALDER RD. P&P 63+00 TO 73+00		1	4																				\$915
12. CALDER RD. P&P 73+00 TO END		1	4																				\$915
13. SANITARY SEWER DETAILS (1 OF 2)		1	2																				\$540
14. SANITARY SEWER DETAILS (2 OF 2)		1	2																				\$540
15. SURVEY CONTROL MAP (1 OF 3)																							
16. SURVEY CONTROL MAP (2 OF 3)																							
17. SURVEY CONTROL MAP (3 OF 3)																							
Prepare Bidding Documents																							
Subtotal Final Design Phase	1	8	16	25	8	8	11.5	8	8	11.5	8	11.5	8	11.5	8	11.5	8	11.5	\$1,985	\$7,858	\$142	\$2,127	\$8,000
Bid Phase																							
Assist in solicitation and receipt of Bids.																							
Attend prebid conference.																							
Attend Bid opening																							
Evaluate Bids and make recommendations.																							
Subtotal Bid Phase	8	22	25	25	8	8	11.5	8	8	11.5	8	11.5	8	11.5	8	11.5	8	11.5	\$5,410	\$390	\$55	\$5,800	
Construction Administration																							
Prepare formal contract documents.																							
Set initial construction control																							
Six (6) site visits during construction.																							



\$185 \$165 \$120 \$100 \$80 \$135 \$170 \$60 \$135

**Attachment B – Fee Estimate
Proposed Amendment (Nov 2010)
CITY OF LEAGUE CITY
Calder Road Sanitary Sewer Improvements**

Task	Sr. Project Manager		Project Manager		CADD		RPLS		Survey Tech		Survey Crew		GPS Crew		Secretarial		Quality Control		Total Labor	Expenses	Total		
	10	90	24	24	4	20	2	2	2	2	2	2	2	2	2	2	2	2					
Requests for information.																							
Pay Estimates																							\$2,470
Submittal review.																							\$2,100
Review of Final Estimate and Final walk through.																							\$3,530
Preparation of "Record Drawings"																							\$1,810
																							\$4,505
Subtotal Construction Administration	10	90	24	24	4	20	2	2	2	2	2	2	2	2	2	2	2	2	14	\$22,820	\$780	\$23,600	
Total Design, Bid, and Construction Administration																							\$40,765
Prepare Easement Documents																							\$33,300
Optional Services -Site Visit for Topo verification	1	16	24	24	8	16	2	2	2	2	2	2	2	2	2	2	2	2	2	\$8,775	\$33,300	\$8,775	
TOTAL	21	156	81	81	4	28	16	16	16	16	16	16	16	16	16	16	16	16	31	13.5	\$ 48,228	\$ 34,612	\$ 82,840

ATTACHMENT C – EASEMENT PREPARATION PROPOSAL
PROPOSED AMENDMENT (NOV 2010)
CITY OF LEAGUE CITY
CALDER ROAD SANITARY SEWER IMPROVEMENTS



MEMORANDUM

To: Joe Samson
From: Larry Grayson
Date: November 2, 2010
Subject: League City Proposed Sanitary Easements

Joe,
The following is a cost estimate for preparing approximately seventeen (17) sanitary sewer easements for League City, Texas. All work will be performed to the City of League City specifications and requirements per the City's General Design and Construction Standards dated 2007.

Task:

Each easement parcel crossing acreage will have a survey map prepared on 8 ½-inch by 11 ½-inch media and a metes and bounds description that meet the minimum standards of professional surveying as defined by the Texas Board of Professional Land Surveying and referenced in the Professional Land Surveying Practices Act and General Rules of Procedures and Practices (Revised June, 2006).

Each easement segment that crosses platted property will have an Exhibit showing where the easement is in relationship to the right-of-way line of Calder Road and a description on the Exhibit such as "The west 15-feet of Unrestricted Reserve "A" Marshall's Calder Subdivision as recorded in Volume 18, Page 227 of the Galveston County Map Records".

Easement parcel Plats with metes and bounds – 6 @ \$3,000/ea.	<u>\$18,000</u>
Easement segments shown on Exhibits- 9 @ \$1,700/ea.	<u>\$15,300</u>
TOTAL	\$33,300



May 2, 2013

Mr. John F. Lothrop, RPLS
Assistant Director of Engineering
City of League City
305 West Walker
League City, Texas 77573

Re: 4th Amendment Proposal for Professional Services in connection with the
Bidding of 24" Gravity Line Parallel to Butler Road
(Calder Road Sanitary Sewer Improvements)

Dear Mr. Lothrop:

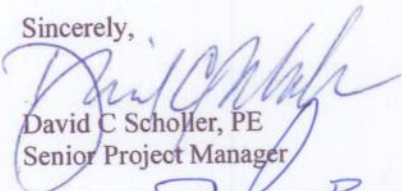
We are pleased to submit our amendment proposal for preparation of bidding documents through construction for the Calder Road Sanitary Sewer Improvements. Plans for the project were completed and signed in 2005, however the project was never advertised for bid. The previous amendment in November 2010 was approved in January 2011, however the Notice to Proceed was postponed to allow coordination with ongoing Galveston County engineering and design on Calder Road. This proposal is for an additional amendment to the contract for the following additional work: Design Phase review and coordination with current Galveston County engineering and construction plans and preparation of sanitary sewer easements. Please note that this proposal includes dividing the current project into two projects that will be advertised and bid separately. The first project will include all improvements not within the limits of Galveston County's project. The second project will include all improvements within the limits of the County's project, will bid concurrent with the County's project. It is our understanding that it is the City's intention to bid and construct the first plan set prior to bidding the second plan set.

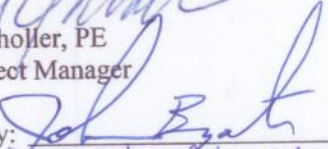
Please find attached the following attachments for the proposed contract amendment:

- Attachment A – Compensation for Professional Services itemizing the required work, with a summary of current and proposed contract amounts.
- Attachment B – Fee Estimate for based on the level of effort for additional work.
- Attachment C – Project Schedule from design revisions through construction of the work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please contact me at (281) 558-8700.

Sincerely,


David C Scholler, PE
Senior Project Manager

Accepted by: 

Title

Deputy City manager

Date: 6-17-13

ATTACHMENT A
PROPOSED 4th AMENDMENT (May 2013)
COMPENSATION FOR PROFESSIONAL SERVICES

League City, Texas

**24" Gravity Line Parallel to Butler Road
(Calder Road Sanitary Sewer Improvements)**

For the services covered by this Agreement, the City of League City (the City) agrees to pay Brown & Gay Engineers, Inc. (Professional) as follows:

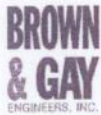
- A. For additional Basic Services for Final Design and of Calder Road Sanitary Sewer Improvements, an additional lump sum fee of \$64,356.
- B. For Sanitary Sewer Easement Preparation associated with the of Calder Road Sanitary Sewer Improvements, a decrease in fee of \$28,600.
- C. For verification of original Topographic data, and additional Topographic Survey for Weyer Rd., Calder Rd. and Irvin Rd., an additional lump sum fee of \$10,250.

SUMMARY

DESCRIPTION	AGREEMENT 08/12/04	1 st AMENDMENT 10/12/04	2 nd AMENDMENT 01/25/05	3 rd AMENDMENT 1/19/11	REMAING CONTRACT FUNDS	AMOUT NEEDED FOR COMPLETION	PROPOSED 4 th AMENDMENT (May 2013)
Prelim. Eval.	\$ 21,300						
Design & Bid Phase	\$ 78,700		\$ 5,200	\$ 16,663	\$ 2,733	\$ 58,489	\$ 55,756
Const. Admin.	\$ 20,200			\$ 3,400	\$ 23,600	\$ 32,200	\$ 8,600
Total Basic Services	\$120,200		\$ 5,200	\$ 20,063	\$ 26,333	\$ 90,689	\$ 64,356
Topographic Survey	\$ 23,000		\$ 1,700		\$ 0	\$ 0	\$ 0
ROW Survey		\$ 14,500	\$ 1,500		\$ 0	\$ 0	\$ 0
Geotechnical Services		\$ 13,332	\$ 1,100		\$ 0	\$ 0	\$ 0
Easement Preparation				\$ 33,300	\$ 33,300	\$ 4,700	(\$28,600)
Topo graphic Survey Verification				\$ 8,775	\$ 8,775	\$ 8,775	\$ 0
Topographic Survey Weyer Road					\$ 0	\$ 3,750	\$ 3,750
Topographic Survey Calder Road (extension)					\$ 0	\$ 1,500	\$ 1,500
Topographic Survey Ervin Road					\$ 0	\$ 5,000	\$ 5,000
	\$143,200	\$ 27,832	\$ 9,500	\$ 62,138	\$ 68,408	\$ 114,414	\$ 46,006

5/2/13

A-1



\$225 \$165 \$120 \$140 \$80 \$133 \$168 \$75 \$135

Attachment B – Fee Estimate
 Proposed 4th Amendment (May 2013)
 CITY OF LEAGUE CITY
 Calder Road Sanitary Sewer Improvements

Task	Sr. Project Manager	Project Manager	CADD	RPLS	Survey Tech	Survey Crew	GPS Crew	Secretarial	Quality Control	Total Labor	Expenses	Total
Review Existing Utility/Dannenbaum Proposed Plans	4	4	4						2	\$2,190		\$2,190
Coordination with County	4	4	2						1	\$1,875		\$1,875
Coordination with Church	4	4	2						1	\$1,875		\$1,875
Subtotal Review and Coordination	12	12	8						4	\$5,940		\$5,940
Final Design Phase												
Revise Construction Drawings (Turner Road Set)												
1. COVER SHEET	0.25	2	2						0.5	\$694		\$694
2. CONSTRUCTION NOTES	0.25	2	4						0.5	\$934		\$934
3. SHEET LAYOUT	0.25	2	4						0.5	\$934		\$934
4. LEAGUE CITY PARKWAY P&P 0+00 TO 7+23	0.25	2	8						2	\$1,616		\$1,616
5. EASEMENT P&P 7+23 TO 16+09	0.25	2	8						2	\$1,616		\$1,616
6. TURNER ST. P&P 16+09 TO 23+80	0.25	2	8						2	\$1,616		\$1,616
7. CALDER RD. P&P 23+80 TO 26+90	0.25	2	8						2	\$1,616		\$1,616
8. SANITARY SEWER DETAILS (1 OF 2)	0.25	2	3						1	\$881		\$881
9. SANITARY SEWER DETAILS (2 OF 2)	0.25	2	3						1	\$881		\$881
10. SURVEY CONTROL MAP (1 OF 2)			2							\$240		\$240
11. SURVEY CONTROL MAP (2 OF 2)			2							\$240		\$240
Revise Construction Drawings (Calder Road Set)												
1. COVER SHEET	0.25	2	2						0.5	\$694		\$694
2. CONSTRUCTION NOTES	0.25	2	4						0.5	\$934		\$934
3. SHEET LAYOUT	0.25	2	4						2	\$1,136		\$1,136
4. CALDER RD. P&P 26+90 TO 33+00	0.25	2	8						2	\$1,616		\$1,616
5. CALDER RD. P&P 33+00 TO 43+00	0.25	2	8						2	\$1,616		\$1,616
6. CALDER RD. P&P 43+00 TO 53+00	0.25	2	8						2	\$1,616		\$1,616
7. CALDER RD. P&P 53+00 TO 63+00	0.25	2	8						2	\$1,616		\$1,616
8. CALDER RD. P&P 63+00 TO 73+00	0.25	2	8						2	\$1,616		\$1,616
9. CALDER RD. P&P 73+00 TO END (ERVIN)	0.5	4	16						2	\$2,963		\$2,963
10. WEYER RD. P&P 0+00 TO END (NEW/ADDITIONAL SHEET)	1	8	24						2	\$4,695		\$4,695
11. ERVIN RD. P&P 0+00 TO END (NEW/ADDITIONAL SHEET)	1	8	24						2	\$4,695		\$4,695
12. SAFARI MOBILE HOME LIFT STATION INTERCEPTOR P&P (NEW/ADDITIONAL SHEET)	1	8	24						2	\$4,695		\$4,695
13. SANITARY SEWER DETAILS (1 OF 2)	0.25	2	3						1	\$881		\$881
14. SANITARY SEWER DETAILS (2 OF 2)	0.25	2	3						1	\$881		\$881
15. SURVEY CONTROL MAP (1 OF 2)			2							\$240		\$240
16. SURVEY CONTROL MAP (2 OF 2)			2							\$240		\$240
Subtotal Final Design Phase	8.25	66	200						34.5	\$41,404		\$41,404
Bid Phase (2 Bid Openings)												
Assist in solicitation and receipt of Bids.	4	16							4	\$3,840	\$250	\$4,090
Attend prebid conference.	4	12							2	\$3,030		\$3,030

5/2/13

B-1



\$225 \$165 \$120 \$140 \$80 \$133 \$168 \$75 \$135

Attachment B – Fee Estimate
 Proposed 4th Amendment (May 2013)
 CITY OF LEAGUE CITY
 Calder Road Sanitary Sewer Improvements

Task	Sr. Project Manager	Project Manager	CADD	RPLS	Survey Tech	Survey Crew	GPS Crew	Secretarial	Quality Control	Total Labor	Expenses	Total
Attend Bid opening	4	12							2	\$3,030		\$3,030
Evaluate Bids and make recommendations.	2	2							1	\$855	\$140	\$995
Subtotal Bid Phase	14	42							9	\$10,755	\$390	\$11,145
Construction Administration												
Prepare formal contract documents.		6							6	\$1,440	\$55	\$1,495
Set initial construction control				4	20					\$2,160		\$2,160
Eight (8) site visits during construction.	4	40								\$7,500	\$500	\$8,000
Requests for information.	2	12							4	\$2,730		\$2,730
Pay Estimates		12							4	\$2,280		\$2,280
Submittal review.	4	16							4	\$4,240		\$4,240
Review of Final Estimate and Final walk through.	4	16							4	\$3,840	\$100	\$3,940
Preparation of "Record Drawings"	2	16	32						4	\$7,230	\$125	\$7,355
Subtotal Construction Administration	16	118	32	4	20				26	\$31,420	\$780	\$32,200
Total Design, Bid, and Construction Administration												\$90,689
Additional Services												
Easement Preparation for Church Tract and Turner Rd.										\$4,700		\$4,700
Optional Services -Site Visit for Topo verification	1	16	24		8	16			2	\$8,775		\$8,775
Topographic Survey for Weyer Road (750 LF)										\$3,750		\$3,750
Topographic Survey for Calder Road (300 LF extension)										\$1,500		\$1,500
Topographic Survey for Ervin Road/LS Route (1,000 LF)										\$5,000		\$5,000
Subtotal Additional Services												\$23,725
TOTAL	50.25	238	248	26	74				39	\$89,519	\$1,170	\$114,414

Attachment C - Bid and Construction Schedule
 Proposed 4th Amendment (May 2013)
 CITY OF LEAGUE CITY
 CALDER ROAD SANITARY SEWER IMPROVEMENTS

ID	Task Name	Duration	Start	Finish	Predecessors	April	May	June	July	August	September	October	November	December	January	February	March	April
						4/7	4/28	5/19	6/9	6/30	7/21	8/11	9/1	9/22	10/13	11/3	11/24	12/15
1	Calder Road Bid and Construction	227 days	Fri 5/10/13	Mon 3/24/14														
2	Authorization	1 day	Fri 5/10/13	Fri 5/10/13														
3	Topo Verification	5 days	Mon 5/13/13	Fri 5/17/13	2													
4	Additional Topographic Surveys	5 days	Mon 5/20/13	Fri 5/24/13	3													
5	Review Existing Utility Plans	2 days	Mon 5/13/13	Tue 5/14/13	2													
6	Coordination with County	1 day	Mon 5/13/13	Mon 5/13/13	2													
7	Coordination with Church	1 day	Mon 5/13/13	Mon 5/13/13	2													
8	Revise Construction Drawings	10 days	Mon 5/27/13	Fri 6/7/13	6,7,3,4													
9	Prepare Bidding Document	5 days	Mon 5/27/13	Fri 5/31/13	6,7,3,4													
10	Advertise	10 days	Mon 6/10/13	Fri 6/21/13	9,8													
11	Bid Open	1 day	Mon 6/24/13	Mon 6/24/13	10													
12	Award	15 days	Tue 6/25/13	Mon 7/15/13	11													
13	Construction	180 days	Tue 7/16/13	Mon 3/24/14	12													

Project: 20130423 Revised Schedule Date: 5/2/13	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	