October 28, 2016

Jack Murphy 300 West Walker League City, Texas 77573

Re: Revised Proposal for Engineering Design Services

Calder Road widening project, Ervin Road to Cross Colony Drive

League City, Texas

Dear Jack:

Dannenbaum Engineering Corporation (DEC) is pleased to submit this revised proposal for engineering services for the 1.1-mile segment of Calder Road between Ervin Road and Cross Colony Drive. Generally, the scope of services includes Phase I – Preliminary Engineering, Phase II – Final Design, and Phase III – Construction Phase Services.

We have reduced fees where possible, as requested, and would like to point out two other potential cost saving options. First, we understand that a sanitary force main project was recently designed within the project limits, and it's possible that topographic data from that project could be utilized and augmented as needed for the roadway design, saving on survey fees. This would need to be examined in more detail, we are simply pointing out this possibility. Secondly, our instructions were to prepare our proposal only for use of in-line detention, and we have done so. However, if the City elects to consider off-site detention, which is often more cost effective, there could be a considerable construction cost savings, which would more than offset the additional design fees needed for hydraulic modeling. Please let us know if you wish to explore either of these options.

# Scope

The scope of work will generally consist of engineering design for roadway and drainage improvements, along with related services, including topographic and right-of-way acquisition surveying, geotechnical investigation, utility coordination, subsurface utility investigation, utility conflict assessment, intersection analysis, traffic signal design, public meeting, stormwater pollution prevention plan, TDLR permitting and construction phase services. The final deliverables will include construction drawings and specifications for the project.

The scope is outlined in more detail in the enclosed pages.

# **Design Fees**

Dannenbaum will coordinate with the City of League City and TxDOT to complete the work proposed. We will coordinate as needed to complete the work in a timely manner to minimize impacts on the Calder Road project schedule.

Mr. Jack Murphy League City, TX Page 2 October 28, 2016

The fees for performing these tasks is as follows:

Phase I – Preliminary Engineering (PER)	\$ 204,128
Phase II – Final Roadway and Drainage Design (PS&E)	300,303
Phase III – Construction Phase Services	121,798
Additional Services	258,935
Total	\$ 885,164

The pre-design opinion of probable construction cost is \$10,801,040.

If you have any questions or comments concerning this proposal, please feel free to contact me at 713-527-6305.

Sincerely yours,

# DANNENBAUM ENGINEERING CORPORATION

Elizabeth M. Johnson, P.E.

Elizabeth MJohnson

Project Manager

# Pre-Design Opinion of Probable Construction Cost Calder Road South Improvements (Ervin Road to Cross Colony Drive) League City, Galveston County, TX Date: October 28, 2016

CONTINGENCY (15%)	\$ 1,408,831
SUBTOTAL	\$ 9,392,208
SECTION J - STORM WATER DETENTION (IN-LINE BOX CULVERTS)	\$ 1,575,000
SECTION I - STORM WATER QUALITY IMPROVEMENTS	\$ 42,000
SECTION H - SWPPP	\$ 85,391
SECTION G - DEMOLITION	\$ 74,253
SECTION F - PAVEMENT MARKINGS	\$ 26,413
SECTION E - TRAFFIC CONTROL	\$ 304,705
SECTION D - SANITARY & WATER LINE (RELOCATION - IF NEEDED)	\$ 225,100
SECTION C - SANITARY SEWER ADJUSTMENTS	\$ 34,500
SECTION B - SIDEWALKS	\$ 390,578
SECTION A - ROADWAY AND DRAINAGE (INCLUDING MOBILIZATION, 5%)	\$ 6,634,268

						(ERV	CALDER ROAD IN RD TO CROSS		₹)												
)	n	Task Name	Duration	Start	Finish	Qtr 4	2017 Qtr 1	Qtr 2		Qtr 3	Qtr 4	2018	Qtr 1	Qtr	າ	Qtr	<b>o</b>	Qtr 4	2019	tr 1	Qt
1		NOTICE TO PROCEED	1 day	Mon 11/14/1	6 Mon 11/14/16	<b>Q</b> (1 4	Qti 1	Qti 2		Qti 3	Qti 4		ענו ד	<u> </u>		<u> </u>	<u> </u>	Qti 4	<u> </u>	LI I	Q Q
2																					
3		PRELIMINARY ENGINEERING	99 days		L6 Thu 3/30/17	_	_	•													
4		Design	71 days		.6 Mon 2/20/17																
5		Surveying	66 days		6 Mon 2/13/17		]														
6		Geotechnical	56 days		6 Mon 1/30/17																
7		Hydraulic Impact Study	66 days		6 Mon 2/13/17																
8		Utility Coordination and SUE	71 days		6 Mon 2/20/17																
9		Submit Draft Preliminary Engineering Re			Mon 2/20/17		•														
10		County/City Review Revise PER	16 days 11 days		7 Mon 3/13/17 7 Mon 3/27/17																
12		Submit Final PER	1 days		7 Mon 3/27/17																
13		Subilit i ilai FEN	1 uay	101011 3/27/17	101011 3/27/17																
14		COUNTY/CITY REVIEW	21 days	Mon 3/27/17	7 Mon 4/24/17																
15		COOKITY CITT REVIEW	ZI days	1011 3/27/17	1011 4/24/17																
16		FINAL ENGINEERING	131 days	Mon 5/1/17	Mon 10/30/17			_													
17		Notice to Proceed	1 day	Mon 5/1/17	Mon 5/1/17			•			•										
18		Design	96 days	Mon 5/1/17	Mon 9/11/17																
19		Utility Coordination and SUE	96 days	Mon 5/1/17																	
20		Submit Draft Final Engineering Documer			7 Mon 9/11/17					<b>♦</b>											
21		County/City Review	16 days		7 Mon 10/2/17						I										
22		Revise Final Engineering Documents	11 days		7 Mon 10/16/17																
23		Submit Final Engineering Documents	1 day		7 Mon 10/16/17						<b>♦</b>										
24																					
25		BID PHASE	41 days	Mon 10/16/1	17 Mon 12/11/17						<b>I</b>	ı									
26		Bid and Contract Negotiations	41 days	Mon 10/16/1	7 Mon 12/11/17																
27																					
28		CONSTRUCTION PHASE	336 days	Mon 12/18/1	17 Mon 4/1/19						•										ľ
29		Contractor Notice to Proceed	1 day		7 Mon 12/18/17							•									
30		Pre-Construction Meeting	1 day		Mon 1/1/18							<b>♦</b>									
31		Construction	261 days		Mon 12/31/18																
32		Construction Inspection and Materials T	- ,		Mon 12/31/18																
33		Project Close-Out and Prepare Record D	rawings 66 days	Mon 12/31/1	.8 Mon 4/1/19																l
34																					
35		NOTE: The above Optimistic Schedule will I impacted by Utility Relocations and Right-C																			
		Acquisitions.																			
		Task	•	Project Summ	ary		Inactive Milest	one	>	ſ	Manual Sumr	mary Rol	lup 🚃			Deadline	<u>.</u>	4	ļ.		
Project.	CΔI	LDER ROAD Split		- 1- 1	•		Inactive Summ		1		Manual Sumr	-	· —			Progress					
-		0/13/16	_					1				1	Ė			_					
		ivillestone	_	External Miles	stone $\diamond$		Manual Task				Start-only		L			Manual	rogres	•			
		Summary		Inactive Task			Duration-only			F	inish-only		]								

# **SUMMARY SHEET**

# CALDER SOUTH (ERVIN RD TO CROSS COLONY DR) CITY OF LEAGUE CITY

CITY OF LEAGUE CITY			•		
		Phase I -	Phase II -	Phase III - Const.	
		Preliminary Eng.	Final Design	Phase	TOTAL
SERVICE	Company	Fee	Fee	Fee	Fee
BASIC SERVICES					
BASIC SERVICES	DANNENBAUM	\$204,128	\$300,303	\$121,798	\$626,229
SUBTOTAL BASIC SERVICES		\$204,128	\$300,303	\$121,798	\$626,229

SERVICE	Company	Mult	R	Raw Fee	Fee
ADDITIONAL SERVICES					
SURVEY CONTROL	BASELINE SURVEYING	1.05	\$	7,600.00	\$ 7,980.00
TOPOGRAPHIC SURVEY	BASELINE SURVEYING	1.05	\$	40,700.00	\$ 42,735.00
SURVEY FOR ROW ACQUISITIONS	BASELINE SURVEYING	1.05	\$	-	\$ -
GEOTECHNICAL INVESTIGATION	GEOTEST	1.10	\$	21,719.00	\$ 23,890.90
DRAINAGE IMPACT STUDY	DANNENBAUM	1.00	\$	60,387.00	\$ 60,387.00
TRAFFIC & SIGNAL WARRANT ANALYSIS - CROSS					
COLONY DR / CALDER RD INTERSECTION	DANNENBAUM	1.00	\$	-	\$ -
PUBLIC MEETINGS	DANNENBAUM	1.00	\$	10,752.00	\$ 10,752.00
SUBSURFACE UTILITY ENGINEERING (SUE)	MCDONOUGH	1.10	\$	32,350.00	\$ 35,585.00
UTILITY COORDINATION & CONFLICT ASSESSMENT	DANNENBAUM	1.00	\$	29,808.00	\$ 29,808.00
TRAFFIC CONTROL PLAN	DANNENBAUM	1.00	\$	30,786.00	\$ 30,786.00
SWPPP	DANNENBAUM	1.00	\$	15,801.00	\$ 15,801.00
TDLR APPLICATIONS/PERMITS	ADS	1.10	\$	1,100.00	\$ 1,210.00
MATERIALS TESTING (BY CITY OF LEAGUE CITY)	CITY OF LEAGUE CITY		\$	-	\$ -
CONSTRUCTION INSPECTION (BY CITY)	CITY OF LEAGUE CITY		\$	-	\$ -
SUBTOTAL ADDITIONAL SERVICES					\$ 258,935

SUMMARY	
BASIC SERVICES:	
PHASE I - PRELIMINARY ENGINEERING (30%)	\$204,128
PHASE II - FINAL DESIGN (60%, 90%, 100%)	\$300,303
PHASE III - CONSTRUCTION PHASE SERVICES	\$121,798
SUBTOTAL	\$626,229
SUBTOTAL ADDITIONAL SERVICES	\$258,935
TOTAL	\$885,164

		BASIC SERV. %	OVERALL %
PRE-DESIGN CONSTRUCTION COST EST.	\$10,801,040	5.8%	8.2%

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR) CITY OF LEAGUE CITY TASK DESCRIPTION	Principal	Project Manager		Senior Str / Hyd Engineer	Design Engineer or 3 man crew	Senior Designer	CADD Oper/ Tech.	Clerical	Total Labor Hrs & Costs	No. of Dwgs	Labor Hrs per Sheet
PHASE I - PRELIMINARY DESIGN (30%)		FS **ST.E						E E W			
PHASE I ADMIN			1.523.45	8 P 8				- Brown (			
PROJECT MANAGEMENT		20	110	16				40	186		
MEETINGS (5 MEETINGS AT 4 HRS EA.)		20	20					5	45		
COORDINATION WITH TXDOT		2	4		4				10		
PREPARE OPINION OF CONSTRUCTION COST	2	8	16	16	32			20	94		
PREPARE DRAFT PER REPORT AND SUBMIT (ROADWAY)	4	8	56		40			24	132		
ADDRESS CITY REVIEW COMMENTS	1	2	4		8		16	2	33		
SUBMIT FINAL PRELIMINARY ENGINEERING REPORT		2			4		4	4	14		
HOURS SUB-TOTALS	7	62	210	32	88	0	20	95	514	0	
LABOR RATE PER HOUR	\$105.00	\$70.00		\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$735	\$4,340	-	A	\$4,400		\$620	\$2,565	\$26,130		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$2,205	\$13,020	-		\$13,200		\$1,860	\$7,695	\$78,390		
TOTAL (PHASE I ADMIN)	\$2,205	\$13,020		-	\$13,200	_	\$1,860	\$7,695	\$78,390		
DUAGE L DOADWAY											
PHASE I ROADWAY	1 2 2 2 2 3 1				Marie Salar Co	A TIMES	10 10 10 10 1			essivit.	
REVIEW EXISTING INFORMATION	+	4		8	8				20		
CONDUCT SITE VISITS (2 Visits @ 4 HRS EA.)	+	8	8		8	-			24		-
PREPARE OVERALL LAYOUT SHEETS (1"=100")	+		8		8	-	16		32	2	16
PREPARE EXISTING TYPICAL ROADWAY SECTION	-		4		8		8		20	2	10
PREPARE PROPOSED TYPICAL ROADWAY SECTIONS	+ -	40	8	- 40	12		16		32	2	10
PREPARE PLAN & PROFILE SHEETS (1"=20") INTERSECTION LAYOUTS (1"=20")		16	8	40	40		80 16		184 34	14	13 17
in the control of the							10				
HOURS SUB-TOTALS	0	30	36	52	88	4	136	0	346	0	
LABOR RATE PER HOUR	\$105.00	\$70.00	_	11272	\$50.00		\$31.00	1180	0,0		
DIRECT LABOR COSTS	\$0	\$2,100			\$4,400		\$4,216	\$0	\$15,996		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$6,300			\$13,200		\$12,648	\$0	\$47,988		
TOTAL (PHASE I ROADWAY)	\$0	\$6,300			\$13,200		\$12,648	\$0	\$47,988		
PHASE I DRAINAGE											
HYDRAULIC MODELING: PROJECT HAS 2 OUTFALL LOCATIONS IN DIFFERENT WATERSHEDS											

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR) CITY OF LEAGUE CITY	Principal	Project Manager		Senior Str / Hyd	Design Engineer	Senior Designer	CADD Oper/ Tech.	Clerical	Total Labor Hrs & Costs	No. of Dwgs	Labor Hrs per Sheet
TASK DESCRIPTION PREPARE DRAINAGE AREA MAPS, INCLUDE OFF-SITE AREAS AND OVERLAND FLOW ANALYSIS		4	OF RPLS	Engineer 24	or 3 man crew		recn.		& Costs	Dwgs 2	Sheet 34
HOUSTORM 2YR AND 100YR PRELIMINARY ANALYSIS, ANALYSIS IS FOR CONVEYANCE ONLY FOR 2 OUTFALL LOCATIONS		8		60	80				148		
PREPARE ENGINEERS ESTIMATE		2		16	24				42		
PREPARE PLAN & PROFILE SHEETS (1"=20")		16	16	24	40		80		176	16	11
290.5									- 5		0
HOURS SUB-TOTALS	0	32	16	140	232	0	80	0	500		
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00	\		
DIRECT LABOR COSTS	\$0	\$2,240	\$880	\$8,400	\$11,600	\$0	\$2,480	\$0	\$25,600		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$6,720	\$2,640	\$25,200	\$34,800	\$0	\$7,440	\$0	\$76,800		
TOTAL	\$0	\$6,720	\$2,640	\$25,200	\$34,800	\$0	\$7,440	\$0	\$76,800		
TOTAL DIRECT EXPENSES (DRAINAGE)									\$500		
TOTAL (PHASE I DRAINAGE)	\$0	\$6,720	\$2,640	\$25,200	\$34,800	\$0	\$7,440	\$0	\$77,300		
ENGINEER TOTAL LABOR HOURS & CADD HOURS	7	124	262	224	408	4	236	95	1,360	0	
ENGINEER TOTAL LABOR COSTS & CADD COSTS	\$2,205	\$26,040	\$43,230	\$40,320	\$61,200	\$540	\$21,948	\$7,695	\$203,678		
DIRECT EXPENSES					10						
MILEAGE	25	miles x	\$0.50	per mi. X	2	trips			\$25		
REPRODUCTION	400	shts x	\$0.15	/sht x	6	sets			\$360		
DELIVERY SERVICES	6	pkgs x	\$15.00	/ pkg					\$90		
TOTAL DIRECT EXPENSES				11					\$450		
DANNENBAUM ENGINEERING CORP. TOTAL PHASE I (LA	BOR, CA	DD, AND D	RECT EX	XPENSES	S)				\$204,128		

Prepared by	Reviewed by	Checked by	

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR)  CITY OF LEAGUE CITY  TASK DESCRIPTION	Principal	Project Manager	Senior Engineer or RPLS		Design Engineer or 3 man crew	Senior Designer	CADD Oper/ Tech.	Clerical	Total Labor Hrs & Costs	No. of Dwgs	Labor Hrs per Sheet
Phase II - Final Design (60%, 90%, 100%)								115,00	ic it ve		
Phase II Miscellaneous							-				
PROJECT SCHEDULE & UPDATES		2	4					8	14		
CONSTRUCTION COST ESTIMATE & UPDATES (60%, 90%, 100%)		4	16	16	16	24	-		76		
REVIEW RESULTS FROM ADDITIONAL SERVICES		8	8		24		16		56		
CONSTRUCTION DURATION ESTIMATE		4	8		16				28		
PERIODIC MEETINGS (2 @4 HRS EA)		16		8				8	32		
COORDINATION WITH TXDOT (GRAND PARKWAY)		2	8		8		16		34		
PROJECT MANUAL / SPECIFICATIONS		8	8	8	8			24	56		
HOURS SUB-TOTALS	. 0	44	52	32	72	24	32	40	296	0	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$3,080	\$2,860	\$1,920	\$3,600	\$1,080	\$992	\$1,080	\$14,612		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$9,240	\$8,580	\$5,760	\$10,800	\$3,240	\$2,976	\$3,240	\$43,836		
TOTAL (Phase II Miscellaneous)	\$0	\$9,240	\$8,580	\$5,760	\$10,800	\$3,240	\$2,976	\$3,240	\$43,836		
Phase II Roadway									1.4		
TITLE SHEET		1	1		2		4		8	1	8
INDEX OF SHEETS			1	De I	4		10		15	1	15
TYPICAL SECTION SHEETS		2	8		8	8	32		58	4	14
OVERALL PROJECT LAYOUT		1	2		4	4	16		27	2	13
HORIZONTAL ALIGNMENT DATA SHEETS		2	4		4	4	8		22	2	11
FINALIZE H&V ALIGNMENTS		3	6		8	8	16		41		
FINALIZE PLAN LAYOUT		2	4	- 3	8	8	32		54		
ROADWAY P&P (1"=20')		8	24	-	40	48	60		180	14	12
INTERSECTION LAYOUTS (1"=20")		4	4	4	4	4	24		- 44	2	22
STANDARD SHEETS		4	8		8	8	24	1	52	20	2
CROSS SECTIONS & EARTHWORK (2 PER SHEET)		- 4	16		16	32	60		128	59	2
DRIVEWAY SUMMARY TABLE (13 DRIVEWAYS)		2	4		8	8	16		38		
SIGNING AND PAVEMENT MARKING PLANS (1'=20')		4	8		40	32	90		174	7	24
60% QA/QC	1	8	8	16	32	40	8	4	117		
90% QA/QC	1	8	8	16	32	40	8	4	117		
FINAL QA/QC	1	8	8	16	16	40	24	4	117		

Prepared by	Reviewed by	Checked by	
			_

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR)	Principal	Project	Senior	Senior	Design	Senior	CADD	Clerical	Total	No.	Labor
CITY OF LEAGUE CITY		Manager	Engineer	122		Designer	Oper/		Labor Hrs	of	Hrs per
TASK DESCRIPTION	_		or RPLS	Engineer	or 3 man crew		Tech.		& Costs	Dwgs	Sheet
FINAL DRAWINGS AND PROJECT MANUAL IN MASTER PDF FILE		4			4		. 8		16		
HOURS SUB-TOTALS	3	65	114	52	238	284	440	12	1,208	112	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$315	\$4,550	\$6,270	\$3,120		\$12,780	\$13,640	\$324	\$52,899		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$945	\$13,650	\$18,810	\$9,360	\$35,700	\$38,340	\$40,920	\$972	\$158,697		
TOTAL (Phase II Roadway)	\$945	\$13,650	\$18,810	\$9,360	\$35,700	\$38,340	\$40,920	\$972	\$158,697		
Phase II Hydraulics											
FINALIZE DRAINAGE AREA MAP BASED ON SURVEY		2	9		9	5	6		31		
FINALIZE 2-YR STORM SEWER DESIGN		6	9		11	5	-		31		
LAYOUT OF DETENTION POND SYSTEM, INTERCONNECTIONS AND DISCHARGE TO OUTFALLS		3		6	12	12	18		51		
100-YR ANALYSIS NECESSARY DESIGN ADJUSTMENT, CHECK HGL			9		15		6		30		
PROVIDE FINAL OVERLAND FLOW PATH DESIGN			5		14	6			25		
PREPARE DRAINAGE DESIGN DRAWINGS											
OVERALL STORM SEWER LAYOUT (1"-100")		9	5		5	21	21		61	4	20
DRAINAGE AREA MAPS			5		24	5	24		58	4	24
DRAINAGE COMPUTATIONS			6		16		24		46	8	10
STORM SEWER PLAN AND PROFILE (1"-20")	827	16	24	32	40	60	80		252	16	16
DRAINAGE STANDARDS							22		22	22	4
DESIGN DETAILS				16	16	. 24	24		80	2	40
							Ça .				
HOURS SUB-TOTALS	0	36	72	54	162	138	225	0	. 687	56	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$2,520	\$3,960	\$3,240	\$8,100	\$6,210	\$6,975	\$0	\$31,005		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$7,560	\$11,880	\$9,720	\$24,300	\$18,630	\$20,925	\$0	\$93,015		
TOTAL (Phase II Hydraulics)	\$0	\$7,560	\$11,880	\$9,720	\$24,300	\$18,630	\$20,925	\$0	\$93,015		
ENGINEER TOTAL LABOR HOURS & CADD HOURS	3	145	238	138	472	446	697	52	2,191	168	
ENGINEER TOTAL LABOR COSTS & CADD COSTS	\$945						\$64,821	\$4,212	\$295,548		
DIRECT EXPENSES											
REPRODUCTION-DRAWINGS (60%, 90%, 100%)	250	shts x	\$1.00	/sht x	5	sets x	3	submtls	\$3,750		
REPRODUCTION - SPECS (60%, 90%, 100%)	500	shts x	\$0.07	/sht x	5	sets x	3	submtls	\$525		

Prepared by	Reviewed by	Checked by	

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR) CITY OF LEAGUE CITY	Principal		Senior Engineer	Senior Str / Hud	Design Engineer	Senior	CADD	Clerical	Total Labor Hrs	No. of	Labor
TASK DESCRIPTION	1	Manager	V Same	100	or 3 man crew	0.000	Oper/ Tech.		& Costs	Dwas	Hrs per Sheet
DELIVERY SERVICES	10	pkgs x	\$15.00		or o man crew		10011.		\$150	Diigs	Silect
MILEAGE	60	miles x		/ mile x	10	trips			\$330		
TOTAL DIRECT EXPENSES									\$4,755		-
DANNENBAUM ENGINEERING CORP. TOTAL PHASE II (I	LABOR, O	CADD, AI	ND DIREC	CT EXPE	NSES)				\$300,303		

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Prepared by	Reviewed by	Checked by

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR)	Principal	Project	Senior		Design	Senior	CADD	Clerical	Total	No.	Labor
CITY OF LEAGUE CITY		Manager	Engineer	QA/QC	Engineer	Designer	Oper/		Labor Hrs	of	Hrs per
TASK DESCRIPTION			or RPLS	Review	or 3 man crew		Tech.		& Costs	Dwgs	Sheet
Phase III - Construction Phase (assume 18											
mos.)											
·											
ASSIST IN BIDDING PROCESS (2 MONTHS)											
,											
ATTEND PRE-BID MEETING (One meeting)		4	4		4			1	13		
PREPARE ADDENDA (Four Addenda)		16	16		16	16		2	66		
ANSWER CONTRACTOR QUESTIONS (Ten Questions)		10			40			10	60		
ATTEND BID OPENING (One Meeting)		4			4			1	9		
EVALUATE BIDS (Five Bidders)		2	5					1	8		
PREPARE BID TABULATION		1			3			1	5		
HOURS SUB-TOTALS	0	37	25	0	67	16	0	16	161	0	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$2,590	\$1,375	\$0	\$3,350	\$720	\$0	\$432	\$8,467		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$7,770	\$4,125	\$0	\$10,050	\$2,160	\$0	\$1,296	\$25,401		
TOTAL (ASSIST IN BID PROCESS)	\$0	\$7,770	\$4,125	\$0	\$10,050	\$2,160	\$0	\$1,296	\$25,401		
CONSTRUCTION MANAGEMENT (18 MONTHS)											
CONDUCT PRE-CONSTRUCTION MEETING (One Meeting)		4			4			2	10		
PREPARE/REVIEW CHANGE ORDERS AND PROPOSALS (Two Change											
Orders)		16			32	32		4	84		
RESPOND TO DESIGN ISSUES/RESOLVE CONFLICTS (Two Issues)		16			32	32		4	84		
ATTEND ON-SITE COORDINATION MEETINGS (18 Meetings)					72				72		
VISIT SITE (9 Visits)(Site Observation Report)(Photographs)					36			12	48		
SUBSTANTIAL COMPLETION SITE VISIT (One Meeting)			4		4				8		<u> </u>
PREPARE "PUNCH LIST"					16			2	18		
FINAL INSPECTION SITE VISIT (One Meeting)			4		4				8		1
PROJECT MANAGEMENT (18 Months)			72					18	90		<u> </u>
COORDINATE WITH SUB-CONSULTANTS			16					4	20		
HOURS SUB-TOTALS	0	36	96	0	200	64	0	46	442	0	
LABOR RATE PER HOUR	\$105.00			\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	<u> </u>	\$5,280	\$0		\$2,880	\$0	\$1,242	\$21,922		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0			\$0	\$30,000	\$8,640	\$0	\$3,726			
TOTAL (CONSTRUCTION MANAGEMENT)	\$0	\$7,560	\$15,840	\$0	\$30,000	\$8,640	\$0	\$3,726	\$65,766		

Prepared by	Reviewed by	Checked by	
. opaioa by		Oncolled by	

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR)	Principal	Project	Senior		Design	Senior	CADD	Clerical	Total	No.	Labor
CITY OF LEAGUE CITY		Manager	Engineer	QA/QC	Engineer	Designer	Oper/		Labor Hrs	of	Hrs per
TASK DESCRIPTION			or RPLS	Review	or 3 man crew		Tech.		& Costs	Dwgs	Sheet
REVIEW SUBMITTALS AND RFI's (18 MONTHS)											
REVIEW REQUESTS FOR INFORMATION (RFI)(10 RFI's)			10		40				50		
REVIEW SUBMITTALS AND SHOP DRAWINGS (10 Submittals)			10		40				50		
REVIEW RESUBMITTALS (5 Resubmittals)			5		20				25		
HOURS SUB-TOTALS	0	0	25	0	100	0	0	0	125		
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$0	\$1,375	\$0	\$5,000	\$0	\$0	\$0	\$6,375		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$0	\$4,125	\$0	\$15,000	\$0	\$0	\$0	\$19,125		
TOTAL (REVIEW SUBMITTALS AND RFI'S)	\$0	\$0	\$4,125	\$0	\$15,000	\$0	\$0	\$0	\$19,125		
PREPARE RECORD DRAWINGS											
OBTAIN RECORD DRAWINGS FROM CONTRACTOR					2				2		
REVIEW RECORD DRAWINGS					4				4		
PREPARE RECORD DRAWINGS (150 Drawings)							38		38		
PREPARE MYLARS OF RECORD DRAWINGS							4		4		
PREPARE ELECTRONIC COPY OF RECORD DRAWINGS							4		4		
HOURS SUB-TOTALS	0	0	0	0	6	0	46	0	52		
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$0	\$0	\$0	\$300	\$0	\$1,411	\$0	\$1,711		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$0	\$0	\$0	\$900	\$0	\$4,232	\$0	\$5,132		
FIXED FEE 0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL (REVIEW SUBMITTALS AND RFI'S)	\$0	\$0	\$0	\$0	\$900	\$0	\$4,232	\$0	\$5,132		
DIRECT EXPENSES (18 MONTHS)											
COPYING, MAILING, DELIVERY											\$1,000.00
PHOTOGRAPHS											\$500.00
REPRODUCTION-DRAWINGS (IFC)	250	shts x	\$1.00	/ sht x	10	sets					\$2,500.00
REPRODUCTION – SPECS (IFC)	500	shts x	\$0.10	/ sht x	10	sets					\$500.00
DELIVERY SERVICES	15	pkgs x	\$15.00	/ pkg							\$225.00
MILEAGE	60	miles x	\$0.55	/ mile x	50	trips					\$1,650.00
TOTAL DIRECT EXPENSES											\$6,375
ENGINEER TOTAL LABOR HOURS & CADD HOURS	0	73	146	0	367	80	0	62	603	0	

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Prepared by	Reviewed by	Checked by

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR)	Principal	Project	Senior		Design	Senior	CADD	Clerical	Total	No.	Labor
CITY OF LEAGUE CITY		Manager	Engineer	QA/QC	Engineer	Designer	Oper/		Labor Hrs	of	Hrs per
TASK DESCRIPTION			or RPLS	Review	or 3 man crew		Tech.		& Costs	Dwgs	Sheet
ENGINEER TOTAL LABOR COSTS & CADD COSTS	\$0	\$15,330	\$19,965	\$0	\$40,050	\$10,800	\$0	\$5,022	\$115,424		
TOTAL DIRECT EXPENSES									\$6,375		
DANNENBAUM ENGINEERING CORP. TOTAL PHASE III (LABOR, CADD, AND DIRECT EXPENSES) \$121,798											



October 19, 2016

Ms. Elizabeth M. Johnson, PE Dannenbaum Engineering Corporation 3100 West Alabama Houston, TX 77098

Re: Revised Proposal for Professional Services Surveying for Calder Road Improvements

City of League City, Galveston County, Texas

Dear Ms. Johnson,

Baseline Corporation (Baseline) appreciates the opportunity to provide this revised proposal for professional services to Dannenbaum Engineering Corporation (Client) to perform the land surveying associated with design of proposed improvements on Calder Road from Ervin Street to just south of Cross Colony Drive in the City of League City, Galveston County, Texas (Project). The Project is approximately 6,000 linear feet in length. This proposal is based on conversations with and information provided by the Client.

# Scope of Services:

We have divided our Scope of Services into three (3) Phases as follows:

## 1. Survey Control

Baseline shall establish horizontal and vertical survey control along the length of the project. Control shall be set at approximate 1,000 ft. intervals and will be placed where it will unlikely be disturbed during the construction phase of the project. Survey control shall be established horizontally and vertically relative to that of the previous Calder Road project performed by Baseline north of this project. Survey control will also be tied to current FEMA vertical datum and a correlation factor will be provided. Signed and sealed Survey Control Sheets will be prepared for inclusion with the construction plans.

# 2. Right of Way Surveying

Baseline shall perform abstracting (deed research) to obtain the deeds, plats and easements adjacent to the Calder Road right of way (ROW). The existing and proposed ROW shall be verified on the ground. Based on information provided by the Client, it appears that Calder Road will be of sufficient width for the south 4,700 ft. of the project.

The tract of land immediately south of Ervin Street (Stardust Park) may require a ROW conveyance as well as Lots 1 and 2 of the Magnolia Creek Baptist Church (Possibly three (3) parcels for proposed acquisition). An additional parcel at the intersection of Calder Road and Cross Colony Drive may be required to accommodate a proposed turn lane. Four (4) signed and sealed surveys and metes and bounds descriptions shall be prepared for the additional ROW widening. The existing and proposed ROW lines, including all adjacent ownership information, dimensions, stationing and other relevant information shall be referenced within the Topographic Survey for Design. A separate overall, stand-alone ROW map will not be prepared.

# 3. Topographic Survey for Design

Baseline shall perform a topographic survey for the design of the project. The survey limits shall extend approximately forty (40) feet beyond the existing or proposed ROW lines of Calder Road, except along Bay Colony Meadows West Sec. 2 subdivision where topographic surveying will not extend east of the privacy wall along Calder Road. Surveying shall include Surveying Parkglen Lane to its intersection with Sterling Bay Lane. Surveying shall also extend to 100 ft. east and 100ft. west on Cross Colony Drive from Calder Road. Services shall include the following:

- Contact "Texas811" to have utilities marked and flagged.
- Obtain elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within and adjacent to the Project.
- Locate utilities within and adjoining the Project. The utilities shall be located and tied based on visual evidence and available plans and maps.
- Obtain top, flow line elevations and pipe sizes on storm sewer lines, sanitary sewer lines, culverts, inlets and drainage structures.
- Trees with a trunk diameter of eight (8) inches and above shall be located.
- Cross sections shall be obtained at the face (openings) of the existing culverts in Magnolia Bayou as well as cross sections of the Bayou at 100 ft. intervals for 200 ft. upstream and 700 ft. downstream of Calder Road.
- Provide surveying to support Subsurface Utility Engineering (SUE). Baseline shall tie up to twenty (20) test holes and up to seventy (70) probes. The Client and/or SUE contractor shall coordinate closely with Baseline and have the test holes and probes clearly marked at the time of our survey.

The surveys shall be prepared in either AutoCAD Civil 3D or GEOPAK/MicroStation (whichever is required by the Client). A 2d and 3d DTM file shall be provided. Electronic files and hard copies, including pdf files of the survey shall be provided to the Client.

# Compensation

The Scope of Services above shall be completed for the following Lump Sum Fees:

1.	Survey Control	\$7,600.00
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3.	Topographic Survey for Design	\$40,700.00
	Total	\$81,800.00

# Client Provided Services

- 1. Access/Right of Entry within the tracts of land adjacent to the Project.
- 2. Size (width) and location of the proposed parcels for proposed acquisitions.
- 3. CAD file of the design (construction) baseline.
- 4. Clearly mark the location of SUE test holes and probes.

# Schedule

The survey shall be completed within approximately seventy-five (75) calendar days from the date of authorization of this proposal.

## Additional Services

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior approval from the Client. These services can include, but will not be limited to the following:

- 1. Preparation of documents for easements and other tracts of land, such as off-site surveys for detention, etc.
- 2. Construction Staking.
- 3. Any surveys, deeds or other documentation that may aid Baseline in completing the Scope of Services herein.
- 4. Additional field trips due to SUE test and holes not being marked.

# **Authorization:**

If this proposal meets with your approval, please sign and return to our office. If you have any questions, please call or email.

Sincerely,	Accepted by Dannenbaum Engineering Corporation
BASELINE CORPORATION Professional Surveyors	(Signature)
Steven Williams, RPLS President	(Name)
	(Date)





# 2016 HOURLY RATE SCHEDULE

## FIELD PERSONNEL:

1 - Member Survey Crew (GPS/RTK)	\$100.00 per hour
2 - Member Survey Crew	\$140.00 per hour
3 - Member Survey Crew	\$180.00 per hour

# OFFICE PERSONNEL:

\$200.00 per hour
\$175.00 per hour
\$135.00 per hour
\$125.00 per hour
\$105.00 per hour
\$90.00 per hour
\$85.00 per hour
\$65.00 per hour

# OTHER DIRECT / INDIRECT EXPENSES

Mileage	Current Federal Rate
Terrestrial Laser Scanner	\$80.00 per hour
Boat with motor	\$160.00 per day
All-Terrain Vehicle	\$120.00 per day
Professional Abstractor/Deeds, Plats	at cost plus 10%
Outside Copies/Mailing/Deliveries/Materials	at cost plus 10%
Overnight Lodging (per night)	\$100.00 per person
Meals (Overnight Stay only, per day)	\$40.00 per person

Field personnel rates include standard surveying equipment and standard materials such as stakes, iron rods, flagging and paint.

Mileage is not charged for Survey Field Crews unless specifically specified within our proposals.

Cost for Lodging is subject to change depending on the geographic location of the work.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588 Fax: (713) 266-2977

**Proposal No. 1140391899** October 19, 2016

Ms. Elizabeth Johnson, P.E. Dannenbaum Engineering 3100 West Alabama Street Houston, Texas 77098

**Re:** Proposal for Geotechnical Services

**Calder Road South Improvements (Ervin Road to Cross Colony Drive)** 

**League City** 

**Galveston County, Texas** 

Dear Ms. Johnson:

In accordance with your request, we are pleased to submit this revised proposal for the referenced project. The project calls for the improvements of existing 2-lane asphalt roadway to a 3-lane 37-foot wide concrete roadway at Calder Drive from Ervin Road to Cross Colony Drive with curb and gutter and underground storm sewer. The new storm sewer is 30-inch RCP and at about 10 feet depth at most of the locations with the exception of some locations where it will be deeper than 10 feet (about 12 feet).

# Purpose and Scope

The purposes of this study are to evaluate the soil and groundwater conditions along Calder Road South (Ervin Road to Cross Colony Drive) and to provide geotechnical recommendations for the design and construction of proposed concrete pavement and new storm sewer. Based on the scope of services provided on September 28, 2016, e-mail and discussions on October 19, 2016, the scope of this study will consist of the following:

- Provide utilities clearance for boring locations. It includes:
  - Call Texas One Call referencing with street name and Key Map block no.
  - Coordinate with representative of utility companies to clear the marked boring locations.
- Provide necessary traffic control during drilling operations.
- Drill and sample ten (10) 25-foot borings and two (2) 30-foot borings for paving and storm sewer.
- Grout all boreholes using non-shrink cement bentonite grout after completion of drilling and groundwater level measurements.
- Perform appropriate laboratory tests including California Bearing Ratio (CBR) tests on selected representative samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for the pavement section, subgrade stabilization, storm sewer bedding, ground water control and trench safety.
- Prepare a geotechnical report including all of above. The report will also include data and observations on the existing pavement from the borings taken for this project.

It is our understanding that the survey information of boring locations (Station, offset and ground surface elevation, etc.) will be provided by your surveyor.

**Proposal No. 1140391899** October 19, 2016

Ms. Elizabeth Johnson, P.E. Page 3

# Project Schedule

We should be able to start the fieldwork within two weeks after receiving your written authorization. The fieldwork will be completed in about one (1) week barring bad weather. The laboratory tests will be completed in about three (3) weeks. The final report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about ten (10) weeks after your written authorization of notice to proceed.

Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses, and a geotechnical report, the lump sum cost will be \$21,719.00.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and return one original to us.

Very truly yours, **GEOTEST ENGINEERING, INC.** 

D.C. '(

Mohan Ballagere, P.E. Vice President

MB\ego
Copies Submitted: (1)
Enclosure: Attachment No. 1 – Cost Breakdown
PC38\Geotechnical\40391899R.DOC
APPROVED BY:
PRINTED NAME:
TITLE:
DATE:

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR) CITY OF LEAGUE CITY	Principal	Project Manager	Senior Engineer	Project	Design Engineer	Senior Designer	CADD Oper/	Clerical	Total Labor Hrs	No. of	Labor Hrs per
TASK DESCRIPTION			or RPLS	Engineer	or 3 man crew		Tech.		& Costs	Dwgs	Sheet
Additional Services: Drainage Impact Study											
Data Collection											
Review previous work done				6	8		4		18		
Impact Analysis											
Define existing conditions drainage areas and parameters		2		4	8		14		28		<b>†</b>
Define existing conditions peak flow calculations		2		2	8				12		<b>†</b>
Create hydrographs based on existing peak flows		1		4	12				17		
Define proposed conditions drainage areas and parameters		1		4	12		12		29		1
Define future conditions peak flow calculations		1		4	11				16		
Create hydrographs based on future peak flows		1		4	11				16		1
Develop Existing SWMM model		1		6	14				21		
Develop Proposed SWMM model		1		6	13				20		1
Input hydrographs into SWMM models		1		4	10				15		
Determine required mitigation		2		6	10		6		24		
Calculate proposed flows and HGLcompare with existing		1		4	12		8		25		
Size Restrictor if required and Outfall channel		1		4	16				21		
Determine the required Magnolia Bayou Channel Improvements									0		
Report											
Text		2		6	14			4	26		
Tables		2		6	14			4	26		1
Exhibits		2		6	10		20	4	42		1
Appendices		2		4	8		16	4	34		1
Addressing Comments		2		4	12		14	4	36		
Project Management											-
-Internal Coordination		4		4	8			2	18		1
-External Coordination/ Meetings with Client		4		6	10		8	2			
-Approval from League City & County		4		4	10		8	4			
-QA/QC		2		6	6		4	2	20		
HOURS SUB-TOTALS	0	39	0	104	237	0	114	30	524		
LABOR RATE PER HOUR	\$82.50	\$73.00	\$55.00		\$32.75	\$35.00	\$31.00				
DIRECT LABOR COSTS	\$0	\$2,847	\$0		\$7,762	\$0	\$3,534	\$735	\$19,298		
TOTAL LABOR COST (JOB MULTIPLIER 3.0800)	\$0	\$8,769	\$0		\$23,906	\$0	\$10,885	\$2,264	\$59,437		
FIXED FEE 0.00%	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0		
TOTAL	\$0		\$0		\$23,906	\$0	\$10,885	\$2,264	\$59,437		
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CALDER SOUTH (ERVIN RD TO CROSS COLONY DR)	Principal	Project	Senior		Design	Senior	CADD	Clerical	Total	No.	Labor
CITY OF LEAGUE CITY		Manager	Engineer	Project	Engineer	Designer	Oper/		Labor Hrs	of	Hrs per
TASK DESCRIPTION			or RPLS	Engineer	or 3 man crew		Tech.		& Costs	Dwgs	Sheet
ENGINEER TOTAL LABOR HOURS & CADD HOURS	0	39	0	104	237	0	114	30	524		
ENGINEER TOTAL LABOR COSTS & CADD COSTS	\$0	\$8,769	\$0	\$13,614	\$23,906	\$0	\$10,885	\$2,264	\$59,437		
	+										
TOTAL DIRECT EXPENSES (MILEAGE, COPIES, ETC.)									\$950		
DANNENBAUM TOTAL DRAINAGE IMPACT STUDY (LAB	OR, CADI	D, AND D	IRECT E	<b>XPENSE</b>	S)			\$60,387			

# ATTACHMENT NO. 1

# COST BREAKDOWN

Re:	Calder Road	South (Erwin Road to Colony Drive)	
	League City		
		_	

Galveston County, Texas

# PERSONNEL:

Principal, P.E.	4	Hr.	X	\$167.00 =	\$668.00
Senior Engineer, P.E.	12	Hr.	X	\$123.00 =	\$1,476.00
Project Engineer, P.E.	36	Hr.	X	\$96.00 =	\$3,456.00
Support Personnel (Drafting or Word Processing)	8	Hr.	X	\$36.00 =	\$288.00
				SUBTOTAL	\$5,888.00

## SUBAURFACE FIELD INVESTIGATION

Mobilization/Demobilization	1	L.S.	X	\$500.00 =	\$500.00
Soil Boring, Intermittent 3" diameter (0-50 feet)	310	Ft.	X	\$16.00 =	\$4,960.00
Grouting of Completed Holes	310	Ft.	X	\$4.00 =	\$1,240.00
Asphalt Coring (4" dia, up to 6" thickness)	12	Ea.	X	\$80.00 =	\$960.00
Traffic Control	2	day	X	700.00 =	\$1,400.00
Underground utilities clearance for boring locations	8.00	Hr.	X	\$76.00 =	\$608.00
				SUBTOTAL	\$9,668.00

## SOIL TESTS

Liquid & Plastic Limits (ASTM D-4318)	31	Ea.	X	\$53.00 =	\$1,643.00
Moisture Content (ASTM D-2216)	113	Ea.	X	\$8.00 =	\$904.00
Percent Passing No. 200 Sieve (ASTM D 1140)	31	Ea.	X	\$41.00 =	\$1,271.00
Sieve Analysis (ASTM D-422)	12	Ea.	X	\$49.00 =	\$588.00
Density & Moisture of Soil Sample (ASTM D-2216, ASTM D-2937)	12	Ea.	X	\$19.00 =	\$228.00
California Bearing Ratio (ASTM D-1883)	1	Ea.	X	\$185.00 =	\$185.00
Unconfined Compression (ASTM D-2166)	22	Ea.	X	\$39.00 =	\$858.00
Unconsolidated Undrained (ASTM D-2850)	9	Ea.	X	\$54.00 =	\$486.00
				SUBTOTAL	\$6,163.00

TOTAL \$21,719.00

Proposal No.: 1140391899

Calder Road South (Ervin Road to Cross Colony Dr)  City of Houston	Principal	Project Manager	345.55	Senior Str / Hyd	Design Engineer	Senior Designer	CADD Oper/	Clerical	Total Labor Hrs	No. of	Labor Hrs pe
TASK DESCRIPTION	-		or RPLS	Engineer			Tech.		& Costs	Dwgs	Sheet
Additional Services: Public Meeting				Q Ém 3							
PREPARE EXHIBITS		2	4		8		16	2	32		
PREPARE POWERPOINT PRESENTATION		8			8			16	32		
ATTEND PUBLIC MEETING		4			4			4	12		
DOCUMENT PUBLIC INPUT		2			2			2	6		
HOURS SUB-TOTALS	0	16	4	0	22	0	16	24	82	0	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$1,120	\$220	\$0	\$1,100	\$0	\$496	\$648	\$3,584		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$3,360	\$660	\$0	\$3,300	\$0	\$1,488	\$1,944	\$10,752		
FIXED FEE 0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL	\$0	\$3,360	\$660	\$0	\$3,300	\$0	\$1,488	\$1,944	\$10,752		
DANNENBAUM ENGINEERING CORP. TOTAL PUBLIC MEI	ETING (LA	BOR, CAI	DD. AND	DIRECT	EXPENSE	S)			\$10,752		



TBPE No. F-340 TBPLS No. 10103900

Project Name: Calder Road Project No.: 16-1004

Client Name: Dannenbaum Engineering Corporation

Date: 10/04/16 (Revised 10/19/16,10/26/16)

## PROFESSIONAL SERVICES AGREEMENT

For the mutual consideration stated below this Professional Services Agreement ("Agreement") is entered into between <u>Dannenbaum Engineering Corporation</u> ("CLIENT") and McDonough Engineering Corporation ("MEC") (each a "Party" and together, the "Parties"). The Parties hereby enter into this Agreement for services to be provided by MEC to CLIENT on the following terms and conditions.

# GENERAL PROVISIONS

#### PROJECT:

The services are to be performed in relation to the project described below ("Project").

Name: Calder Road - SUE Services

Location: Calder Road- Ervin Drive to Cross Colony Drive

Proposal No.: 16-1004R2

#### SERVICES AND AUTHORIZATION TO PROCEED:

The services ("Basic Services") shall only include the scope of work described in the proposal dated 10/04/16 attached hereto as Exhibit 1 ("Proposal"), which is made a part of this Agreement. Signing this Agreement shall be authorization by CLIENT for MEC to proceed with the Basic Services. "Services" as used in this Agreement shall mean both Basic Services and Additional Services (as that term is defined below).

#### **CLIENT'S RESPONSIBILITIES:**

- INFORMATION: Furnish MEC copies of all surveys, utility availability letters, permits, design drawings, geotechnical engineering reports, final site plans and other information related to this Project. In performing the Services, MEC shall be entitled to rely upon the accuracy and completeness of services and information furnished by the CLIENT and the CLIENT's consultants without independent investigation or verification, unless CLIENT specifies otherwise in writing.
- REPRESENTATIVE: CLIENT shall at all times during the performance of the Services under this Agreement have a designated qualified representative for this Project that has the ability and authorization to transmit and receive information and make decisions on behalf of the CLIENT.
- PROJECT PARTICIPATION: CLIENT shall provide all Project requirements, obtain necessary permits and approvals, attend project meetings and actively participate in the Project to the extent necessary to allow MEC to satisfactorily complete the Services. The CLIENT shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the CLIENT's objectives, schedule, constraints, criteria, flexibility, special equipment, systems and site requirements. CLIENT shall provide prompt written notice to MEC if CLIENT becomes aware of any fault or defect in the Services or the Project, including errors, omissions or inconsistencies in the Contract Documents.
- DESIGN ENGINEER: MEC will assign a licensed professional engineer to this Project (the "Assigned PE"). CLIENT agrees that all design drawings, reports, specifications, cost estimates, opinions and actions from MEC pertaining to the Project will be in writing from the Assigned PE only. CLIENT will not rely on and MEC shall not be bound by or responsible for any information CLIENT receives from MEC concerning the Services or the Project that has not been verified by the Assigned PE. All correspondence from CLIENT must be copied to the Assigned PE. MEC shall not be responsible for a CLIENT directive, change, or substitution made without the Assigned PE's approval.

#### COMPENSATION, BILLING, AND PAYMENT

a)	BASIC SERVICES:
	<ul> <li> ☐ Fee Not to Exceed \$31,850.00 </li> <li>☐ Hourly Rates Not-To-Exceed \$N/A</li> <li>☐ Expenses Not-To-Exceed \$500.00</li> <li>☐ Other (Specify) \$</li> </ul>
b)	PAYMENT DUE: Invoices submitted by MEC are due and payable upon presentation and shall be considered past due if not paid within 30 calendar days of due date (the Past Due Date").
c)	RETAINER: The CLIENT shall make an initial payment of $\underline{n/a}$ dollars ( $\$$ ) (retainer) upon execution of this Agreement. This retainer shall be held by MEC and applied against the final invoice.
d)	COLLECTION COSTS: If the CLIENT fails to make payments when due and the MEC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to MEC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable MEC staff costs at standard billing rates for MEC's time spent in efforts to collect. This obligation of the CLIENT to pay MEC's collection costs shall survive the term of this Agreement or any earlie termination by either party.
e)	INTEREST: If payment in full is not received by the CLIENT with 30 calendar days of the due date, invoices shall bear interest at the maximum rate allowable by law or one-and-one-half (1.5) percent of the PAST DUE amount per month (whichever is less). Interest shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then the unpaid principal.

PSA Ver. 1.0 LL Proposal No.: Rev.08/19/13 Page 1 of 5



Project Name: Calder Road Project No.: 16-1004

Client Name: Dannenbaum Engineering Corporation

Date: 10/04/16 (Revised 10/19/16,10/26/16)

# II. STANDARD TERMS AND CONDITIONS

## 5. CERTIFICATION, GUARANTIES, AND WARRANTIES

MEC shall not be required to sign any documents, no matter by who requested that would result in MEC having to certify, guarantee or warrant the existence of conditions whose existence MEC cannot independently ascertain. CLIENT agrees not to make resolution of any dispute with MEC or payment of any amount due to MEC under this Agreement in any way contingent upon MEC's signing any such certification.

#### 6. RELATIONSHIP WITH CONTRACTORS AND SUBCONTRACTORS:

MEC shall not supervise, direct or have control over any contractor's or subcontractor's work that pertains to or arises from the Project or the Services (the "Work"). MEC shall not have any responsibility for: i) the construction means, methods, techniques, sequences or procedures selected to perform the Work, or ii) any safety precautions or programs in connection with the Work. It is solely the duty, obligation and responsibility of the contractor and subcontractors who perform the Work (respectively the "Contractor" and "Subcontractors") to do so safely and in accordance with the Contract Documents (as defined below) generated by MEC pertaining to the Project. CLIENT agrees that MEC shall not be responsible for any acts or omissions of any Contractor, Subcontractor, or any entity performing any portions of the Work, or any agents or employees of any entity performing any portions of the Work. MEC does not guarantee the performance of any Contractor or Subcontractors and CLIENT agrees that MEC shall not be liable for any failure of the Contractor or Subcontractors to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

#### 7. STATUTE OF LIMITATIONS

All legal actions by either Party against the other arising out of or in any way connected with this Agreement or the Services shall be barred and under no circumstances shall any such legal action be initiated by either party after 1 year from the date of Substantial Completion of the Services, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such 1 year period shall commence. No liability shall be found in favor of either Party against any officer, director, member, design professional, agent or employee of the other Party. CLIENT agrees that no employee, design professional, owner, or agent of MEC shall have individual liability to CLIENT, and regardless of the cause of action asserted, CLIENT shall look solely to MEC for performance of the Services and for any liability arising from or related to this Agreement or the Services.

#### 8. <u>LIMITATION OF LIABILTY:</u>

CLIENT AGREES THAT MEC'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICES, THE PROJECT OR THIS AGREEMENT SHALL BE LIMITED TO MEC'S FEE. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR UPON WHICH ANY JUDGMENT IS BASED AND REGARDLESS OF THE DAMAGES OR EXPENSES CLAIMED.

MEC's liability to CLIENT, if any, for any claim arising from or related to the Services, the Project, or a breach of this Agreement shall be determined on a comparative causation basis, as defined herein. As used herein, the term "Damages" shall mean all damages that CLIENT seeks to recover from MEC. Determining MEC's liability for the Damages requires a comparison of the acts and omissions of the CLIENT, the MEC and any other entity or person that resulted in the Damages. The comparison must determine what percentage of the cause of the occurrence that resulted in the Damages were attributable to the CLIENT, the MEC and any other entity or person. The percentages must add up to 100%. These percentages shall establish the percentage responsibility of each such entity or person for causing the Damages. MEC shall have no liability for the percentage of Damages corresponding to the percentage responsibility attributable to the acts or omissions of the CLIENT or any other entity or person. MEC's liability shall be limited to that percentage of Damages corresponding to the percentage of responsibility, if any, attributable to the acts or omissions of MEC. However, MEC's liability shall be adjusted downward if necessary, so that MEC's liability shall never exceed an amount that results in CLIENT recovering more than that percentage of the Damages corresponding to the total of the percentages of responsibility assigned to all entities or persons other than the CLIENT. This limitation of liability shall apply regardless of: i) whether the CLIENT has settled with or makes a claim against the entities or persons whose acts or omissions contributed to cause the occurrence or Damages, ii) the cause of action or legal theory pled, or upon which any judgment against MEC is based, and iii) the type of Damages incurred. The limitation of liability set forth above shall be in addition to any other provision of this Agreement.

#### 9. ADDITIONAL SERVICES:

"Additional Services" shall mean those services performed by MEC that are not included in the Basic Services described in Exhibit 1, but may be required for the Project. Additional Services will be requested by the CLIENT and confirmed in writing. Should the CLIENT request services that MEC believes to be outside the scope of Basic Services, before performing those services MEC shall inform CLIENT in writing of MEC's belief that the services requested are Additional Services, and shall provide an estimate in writing to CLIENT of the probable total cost of the Additional Service to be incurred in performing the services requested. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Any Additional Services provided in accordance with this Section shall entitle MEC to additional compensation and an appropriate adjustment in MEC's schedule. If at any time, MEC recognizes the need to perform Additional Services, MEC shall notify CLIENT with reasonable promptness and explain the facts and circumstances giving rise to the need. MEC shall not proceed to provide Additional Services until MEC receives CLIENT's written authorization for performance of same. For purposes of this Section, written notifications may be made by email, but only if the receipt of the email is acknowledged by email or other written correspondence.

#### 10. AMENDMENT:

No provision or part of this Agreement may be waived, modified, or amended, unless such waiver, modification, or amendment is made in writing and executed by the Party against whom such waiver, modification, or amendment is asserted.

#### 11. Jobsite Safety:

Neither the professional activities or Services of MEC, nor the presence of MEC or its employees and subconsultants at a construction/project site, shall relieve any Contractor or Subcontractor of its obligations, duties, and responsibilities in performing the Work, including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. MEC and its personnel have no authority to exercise any control over any Contractor, Subcontractor or its employees in connection with the Work or any health or safety programs or procedures. CLIENT agrees that the Contractor retained to perform any Work shall be solely responsible for jobsite safety, and warrants that all provisions stated in this Agreement that pertain to Contractor and

PSA Ver. 1.0 LL Proposal No.: Rev.08/19/13 Page 2 of 5



Project Name: Calder Road Project No.: 16-1004

Client Name: Dannenbaum Engineering Corporation

Date: 10/04/16

Subcontractors shall be expressly stated in the CLIENT's contract with the Contractor. The CLIENT also agrees that in its contract with the Contractor with the Contractor. The CLIENT also agrees that in its contract with the Contractor with the C

#### 12. OPINION OF PROBABLE COST:

In providing opinions of probable construction cost, the CLIENT understands that MEC has no control over the cost or availability of labor, equipment or materials, or over competitive bidding, market or negotiating conditions, or the Contractor's method of pricing, and that MEC's opinions of probable construction costs are made on the basis of MEC's professional judgment and experience only. MEC makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from MEC's opinion of probable construction cost.

#### 13. REUSE OF PROJECT DELIVERABLES:

All documents, design and data provided or furnished by MEC pursuant to this Agreement (the "Contract Documents") are instruments of service in respect to the Project and MEC shall retain ownership and property interest therein whether or not the Project is completed. MEC hereby assigns a limited license to CLIENT in all Contract Documents created by MEC for use on the Project only. CLIENT may make and retain copies of the Contract Documents for the use on the Project by the CLIENT and others; however, the Contract Documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other project. Except for the limited license granted in this Section of the Agreement, no other license or right shall be deemed granted or implied under this Agreement. CLIENT shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the

prior written agreement of MEC. Any such unauthorized use without written approval or adaptation by MEC for the specific purpose intended shall be at the CLIENTs sole risk and without liability to MEC. The CLIENT shall indemnify and hold harmless MEC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from any unauthorized use of the Contract Documents.

#### 14. SITE ACCESS:

CLIENT shall secure all necessary site related approvals, permits and consents necessary to have site access necessary to complete professional services.

#### 15. SUSPENSION OF SERVICES FOR NON-PERFORMANCE:

If CLIENT fails to make payments to MEC by the Past Due Date, such failure shall be considered substantial nonperformance and cause for termination or, at MEC's option, cause for suspension of performance of Services. If MEC elects to suspend services, MEC shall give seven (7) days' written notice to CLIENT before suspending Services. In the event of a suspension of Services, MEC shall have no liability to CLIENT for delay or damage caused to CLIENT because of such suspension of Services. Before resuming Services, MEC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MEC's services. MEC's fees for the remaining Services and the time schedules shall be equitably adjusted.

#### 16. SUSPENSION OF SERVICES FOR SCHEDULING:

MEC understands that CLIENT may require MEC to temporarily suspend Services. If CLIENT requests MEC to temporarily suspend Services, MEC agrees to cease work promptly. If any such suspension results in an increase in the cost of MEC's Services, MEC shall be entitled to an adjustment in the fees payable to MEC under this Agreement in an amount equal to the actual and documented out-of pocket increase in such cost incurred by MEC.

#### 17. TERMINATION:

Either party may terminate this Agreement upon 30 days written notice to the other Party. CLIENT shall pay MEC for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

# 18. CONSTRUCTION REVIEW:

CLIENT ACKNOWLEDGES THAT DURING CONSTRUCTION, INTERPRETATIONS OF CONSTRUCTION DOCUMENTS AND OBSERVATIONS BY MEC IN THE FIELD ("CONSTRUCTION REVIEW") ARE NORMALLY REQUIRED TO ALLOW ERRORS AND OMISSIONS TO BE IDENTIFIED AND CORRECTED AT COMPARATIVELY LOW COST. CLIENT ACKNOWLEDGES THAT MEC HAS OFFERED TO PROVIDE SUCH CONSTRUCTION REVIEW SERVICES AND AGREES TO WAIVE ANY CLAIMS FOR LOSS OR DAMAGES THAT COULD HAVE BEEN REDUCED OR PREVENTED HAD CLIENT RETAINED MEC TO PERFORM CONSTRUCTION REVIEW SERVICES. ADDITIONALLY CLIENT AGREES TO HOLD MEC HARMLESS FROM ANY CLAIMS RESULTING FROM PERFORMANCE OF SUCH CONSTRUCTION REVIEW SERVICES BY ANY PERSONS OR ENTITY OTHER THAN MEC AND ITS EMPLOYEES.

#### 19. DISPUTE RESOLUTION:

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The CLIENT and MEC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method or dispute resolution between the parties to all those agreements.

# 20. CONSEQUENTIAL DAMAGES:

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER MEC NOR THE CLIENT, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT, THE SERVICES, OR THIS AGREEMENT. THIS MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT FOR SERVICES NOT PERFORMED, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION AND ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY HAVE INCURRED AND SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, STRICT LIABILITY, AND BREACH OF CONTRACT.

#### 21. INDEPENDENT CONTRACTOR:

Under this Agreement, MEC shall be deemed to be an independent contractor. Nothing contained in this Agreement shall be regarded as creating any other relationship between the Parties.

PSA Ver. 1.0 LL Proposal No.: Rev.08/19/13 Page 3 of 5



Project Name: Calder Road Project No.: 16-1004

Client Name: Dannenbaum Engineering Corporation

Date: 10/04/16 (Revised 10/19/16,10/26/16)

#### 22. NOTICES:

All notices required under this Agreement must be in writing and will be effective (i) immediately upon delivery in person, provided delivery is made during regular business hours or receipt is acknowledged in writing by a person reasonably believed by the delivering party to be employed by the recipient; or (ii) one (1) business day after deposit with a commercial courier or delivery service for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged in writing by a person reasonably believed by the delivering party to be employed by the recipient; or (iii) three days after deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party hereto may be given by the counsel for such Party. All notices must be properly addressed and delivered to the Parties at the addresses set forth below, or at such other addresses as either Party may subsequently designate by written notice given in the manner provided in this Section.

CLIENT's Address 3100 West Alabama Houston, TX 77098 MEC's Address 5625 Schumacher Houston, TX 77057

#### 23. SEVERABILITY:

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

#### 24. ASSIGNMENT:

Neither CLIENT nor MEC shall assign or transfer its interest in this Agreement without the written consent of the other Party.

#### 25. PREMISES CONDITION:

After substantial completion, CLIENT agrees: i) to adequately warn entrants about any unreasonable risk of harm at the Project or to make such condition reasonably safe, and ii) if an unreasonable risk of harm is known or reasonably should be known, to provide prompt written notice to MEC of such condition. CLIENT shall indemnify and hold harmless MEC for any claims arising from a premises condition at the Project that creates an unreasonable risk of harm that CLIENT knew of or reasonably should have known about following substantial completion.

#### 26. CONTROLLING LAW AND VENUE:

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND VENUE FOR ANY CLAIM ARISING FROM OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING AN ALLEGED BREACH OF THIS AGREEMENT) OR THE SERVICES SHALL BE FILED IN HARRIS COUNTY, TEXAS.

#### 27. THIRD PARTY BENEFICIARY:

MEC agrees to make reasonable efforts to include a provision in the contracts entered into with its consultants that Owner shall be a third party beneficiary of all agreements between MEC and its consultants for the performance of the Services. However, nothing contained herein shall be deemed to impose any obligation on Owner with respect to such agreements. Otherwise: i) this Agreement is solely for the benefit of the Parties and there are no third-party beneficiaries to this Agreement, and ii) nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MEC or CLIENT.

#### 28. HAZARDOUS MATERIALS:

Unless otherwise required in this Proposal, MEC shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents and as specified by MEC.

## 29. MERGER CLAUSE:

This Agreement contains the entire agreement among the Parties and supersedes any and all prior agreements, or understandings relating to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the successors and assigns of each.

# 30. COOPERATION:

All Parties agree to cooperate fully and to execute any and all supplementary documents and to take any and all additional actions which may be necessary to give full force and effect to the terms and intent of this Agreement.

#### 31. HEADINGS:

All headings as used in this Agreement are for the convenience of the Parties only and shall not in any way be used to limit the interpretation of any section or provision in this Agreement.

#### 32. Non-Adhesion:

The Parties agree that this Agreement has been fully and freely bargained for, is the product of arms-length negotiations, has not been entered into under threat or duress, is not a contract of adhesion, and no presumption shall be indulged in favor of any Party in the event that a court is called to construe its terms.

#### 33. WAIVER:

No waiver, modification, or amendment of any provision of this Agreement shall be deemed, or shall constitute a waiver, modification, or amendment of any other provision, whether or not such provision is similar.

#### 34. No Pass-Through Claims:

The Parties agree that neither shall be responsible or liable to the other for any damages claimed by or through a "pass-through claim" as that term is understood under Texas law. Neither Party shall be liable to the other under any legal theory for: i) damages suffered by third-parties who are not a party to this Agreement, or ii) damages or liability of the other Party that is contingent upon the recovery of a third-party's damages against a Party to this Agreement.

PSA Ver. 1.0 LL Proposal No.: Rev.08/19/13 Page 4 of 5



Project Name: Calder Road Project No.: 16-1004

Client Name: Dannenbaum Engineering

Corporation Date: 10/04/16

A fully executed copy of this Agreement is as effective for all purposes as an original.

#### 36. ENHANCED VALUE:

IF DUE TO ANY DEFICIENCY IN THE SERVICES OF MEC OR ANY OF ITS CONSULTANTS, ANY REQUIRED ITEM OR COMPONENT OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH MEC'S SERVICES, MEC AND ITS CONSULTANT'S LIABILITY IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING OR CORRECTING THE ITEM AT THE TIME OF DISCOVERY OF THE ERROR, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED AT THE TIME CONSTRUCTION BEGAN. IN NO EVENT AND REGARDLESS OF THE THEORY OF RECOVERY, SHALL MEC OR ITS CONSULTANTS OTHERWISE BE RESPONSIBLE FOR ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE OR ENHANCEMENT OF THE PROJECT.

The amount of sales tax, gross receipts tax, value added tax or other taxes imposed shall be added to the compensation stated herein.

CLIENT	MCDONOUGH ENGINEERING CORPORATION
By:	By: Januar McJanous
Printed Name:	Printed Name: Ranney McDonough
Title:	Title: President
Date:	Date: <u>10/04/16</u>



# McDONOUGH ENGINEERING CORPORATION Civil Engineers

## EXHIBIT "1"

October 4, 2016 (Revised 10/19/16,10/26/16)

Dannenbaum Engineering Corporation c/o Elizabeth M. Johnson, P.E 3100 West Alabama Houston, TX 77098

RE: Proposal for SUE Services

Calder Drive Project - Ervin Drive to Cross Colony Drive

League City, Texas

Dear Ms. Johnson:

Thank you for the opportunity to provide SUE services for this project. Please accept this letter as our proposal to furnish Hydro excavation and Probing services for locating the existing 39 inch water line located in the Calder Road ROW.

#### A. SUE SERVICES

- 1. Hydro Excavation pothole of 39-inch waterline- 10 potholes.
- 2. Probing of 39-inch waterline 40 probes
- 3. Traffic Control- 5 days

# B. <u>ADDITIONAL SERVICES</u>

Additional services shall include any work that is requested by the owner beyond the scope of this proposal. Additional services will require written authorization and shall be billed on a lump sum or at hourly rates as discussed in Section D. COMPENSATION.

1. <u>N/A</u>

#### C. CONSULTANT SERVICES

No Consultant services are included in this proposal other than specified above. Consultant services required beyond the services specified above will be approved in writing prior to commencement and will be billed as Additional Services as described in Section D. COMPENSATION.

# D. <u>COMPENSATION</u>

Fees for services described will be billed monthly.

A. Utility Coordination Services

a. Hydro \$ 1,185.00/Hole, \$5,925.00 Min. Daily Charge
 b. Probing \$ 250.00/Probe, \$1,750.00 Min. Daily Charge

c. Traffic Control \$ 2,000.00/Day

B. TBD separate proposal \$ TBD

E Reimbursable Expenses \$ 500.00 (Budget)

# E. <u>REIMBURSABLE EXPENSES</u>

Reimbursable expenses, billed at cost, will include all reproduction costs, mileage, special mailings, and deliveries.

Proposal for SUE Services Calder Drive Project - Ervin Drive to Cross Colony Drive League City, Texas October 4, 2016 (Revised 10/19/16,10/26/16) Page 2 of 2

# F. <u>EXCLUDED SERVICES</u>

- A. Permitting
- B. Surveying
- C. Drafting/CADD services
- D. Utility Research
- E. Utility Relocation/design services

# G. <u>TERMINATION</u>

The engineer may terminate work for any reason upon ten (10) days written notice. The engineer will invoice within ten (10) days for any fees or expenses incurred or unpaid prior to date of such termination.

# H. <u>AGREEMENT</u>

Upon acceptance of this proposal for the services described in Section A. <u>PROFESSIONAL SERVICES</u>, this Proposal will be executed and shall be the Agreement for all services described herein.

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR)  CITY OF LEAGUE CITY  TASK DESCRIPTION	Principal	Project Manager	Senior Engineer or RPLS		Design Engineer or 3 man crew	Senior Designer	CADD Oper/ Tech.	Clerical	Total Labor Hrs & Costs	No. of Dwgs	Labor Hrs per Sheet
Additional Services (Utility Coordination & Confl	ICT Asses	ssment)									
Utility Coordination								1,310			
PROJECT MANAGEMENT/ADMINISTRATION		2	8					4	14		
COORIDINATION WITH UTILITIES			8		8				16		
UTILITY COORDINATION MEETINGS (4 EACH @ 4 HRS EA.)			16					6	22		
>											
HOURS SUB-TOTALS	0	2	32	0	8	0	0	10	52	0	_
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$140	\$1,760	\$0	\$400	\$0	\$0	\$270	\$2,570		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$420	\$5,280	\$0	\$1,200	\$0	\$0	\$810	\$7,710		
FIXED FEE 0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
TOTAL	\$0	\$420	\$5,280	\$0	\$1,200	\$0	\$0	\$810	\$7,710		
Utility Plans & Conflict Assessment	Nev-sei										
REVIEW AVAILABLE INFORMATION		1	4		4				9		
PREPARE EXISTING UTILITY PLAN & PROFILE SHEETS		2	4	T I	24		40		70	14	Á
PRELIMINARY CONFLICT ASSESSMENT		8	8		8		10		34		
PREPARE UTILITIES LEGEND		1			4		8		13		
CONDUCT SITE VISITS (1 Visit)		4	4		4				12		
FINAL CONFLICT ASSESSMENT		4	4		8		8		24		-
HOURS SUB-TOTALS	0	20	24	0	52	0	66	0	162	14	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$1,400	\$1,320	\$0	\$2,600		\$2,046	\$0	\$7,366	0.4	
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$4,200	\$3,960	\$0	\$7,800	\$0	\$6,138	\$0	\$22,098	j.	
TOTAL (PHASE II UTILITY CONFLICT ASSESSMENT)	\$0	\$4,200	\$3,960	\$0	\$7,800	\$0	\$6,138	\$0	\$22,098		
DANNENBAUM TOTAL UTILITY COORD. & CONFLICT ASS											1.7.

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR) CITY OF LEAGUE CITY	Principal	Project Manager			Design Engineer	Senior Designer	CADD Oper/	Clerical	Total Labor Hrs	No. of	Labor Hrs per
TASK DESCRIPTION			or RPLS	Engineer	or 3 man crew		Tech.		& Costs	Dwgs	Sheet
Additional Services (Traffic Control Plan)											
GENERAL NOTES & LAYOUT		2	4		4		8		18	1	$\vdash$
PLAN SHEETS (40 SCALE, 2 PHASES)		8	16		24	16	100		164	8	20
STANDARD SHEETS		2	8		8		12		30	5	6
60% QA/QC		2	3		3		4		12		
90% QA/QC		2	3		3		4		12		
FINAL QA/QC		2	4				4		10		22
									246		
HOURS SUB-TOTALS	0	18	38	0	42	16	132	0	246	14	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$1,260	\$2,090	\$0	\$2,100	\$720	\$4,092	\$0	\$10,262		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$3,780	\$6,270	\$0	\$6,300	\$2,160	\$12,276	\$0	\$30,786		
TOTAL (Phase II TCP)	\$0	\$3,780	\$6,270	\$0	\$6,300	\$2,160	\$12,276	\$0	\$30,786		
		40			40	40	400		246	44	
ENGINEER TOTAL LABOR HOURS & CADD HOURS	0	18	38	0	42	16	132	0		14	+
ENGINEER TOTAL LABOR COSTS & CADD COSTS	\$0	\$3,780	\$6,270	\$0	\$6,300	\$2,160	\$12,276	\$0	\$30,786		+
DANNENBAUM ENGINEERING CORP. TOTAL TCP (LABO	R, CADD	AND DI	RECT EX	PENSES	5)				\$30,786		

CALDER SOUTH (ERVIN RD TO CROSS COLONY DR) CITY OF LEAGUE CITY TASK DESCRIPTION	Principal	Project Manager	1,500	11.000000000000000000000000000000000000	Design Engineer or 3 man crew	Senior Designer	CADD Oper/ Tech.	Clerical	Total Labor Hrs & Costs	No. of Dwgs	Labor Hrs per Sheet
Additional Services (SWPPP)											
PLAN SHEETS (40 SCALE, DOUBLE BANKED)		2	6		20	16.	60		104	7	14
STANDARD SHEETS					1		2		3	1	3
PREPARE SWPPP TEXT		1	8					8	. 17		
CALCULATE QUANTITIES			1		4		4		9		
HOURS SUB-TOTALS	0	3	15	0	25	16	66	8	133	8	
LABOR RATE PER HOUR	\$105.00	\$70.00	\$55.00	\$60.00	\$50.00	\$45.00	\$31.00	\$27.00			
DIRECT LABOR COSTS	\$0	\$210	\$825	\$0	\$1,250	\$720	\$2,046	\$216	\$5,267		
TOTAL LABOR COST (JOB MULTIPLIER 3.0000)	\$0	\$630	\$2,475	\$0	\$3,750	\$2,160	\$6,138	\$648	\$15,801		
TOTAL (Phase II SWPPP)	\$0	\$630	\$2,475	\$0	\$3,750	\$2,160	\$6,138	\$648	\$15,801		
ENGINEER TOTAL LABOR HOURS & CADD HOURS	0	3	15	0	25	16	66	8	133	8	$\vdash$
ENGINEER TOTAL LABOR COSTS & CADD COSTS	\$0	_		_			\$6,138				
DANNENBAUM ENGINEERING CORP. TOTAL SWPPP (LA	BOR, CA	DD, ANI	DIRECT	EXPEN	SES)			-	\$15,801		

From: <u>Crystal</u>

To: <u>Elizabeth Johnson</u>

Subject: TAS fees

**Date:** Tuesday, October 04, 2016 11:10:25 AM

Construction cost: \$50,000-\$200,000 - Review and inspection fee: \$990 Construction cost: \$201,000 - 500,000 - Review and inspection fee: \$1,100

If you have any questions or if I may be of further assistance please do not hesitate to contact me.

Kind regards, Crystal

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