



PROFESSIONAL SERVICES AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Sander Engineering Corporation** (the “Professional”), located at **2901 Wilcrest Drive, Suite 550, Houston, TX 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **design, bid and construction phase services for the Bay Colony 2 Parkside Lift Station Relocation Project (WW2601)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **May 4, 2026** and shall expire on **September 30, 2028**. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$247,388** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional is required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—

exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional’s behalf Professional’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL**

OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Profession (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____, *(date to be filled in by City Secretary)*

SANDER ENGINEERING CORPORATION - “Professional”

Signed by:

2153D3B5F345427...
Erik D. Miller, P.E., Vice President/Partner

CITY OF LEAGUE CITY – “City”

John Baumgartner, ICMA-CM, P.E., City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(30 pages, including this page)

See Next Page

EXHIBIT A
COMPENSATION FOR PROFESSIONAL SERVICES

League City, Texas

BAY COLONY 2 PARKSIDE LIFT STATION RELOACTION AND FORCE MAIN

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

A. For Basic Services associated with the design of the **Bay Colony 2 Parkside Lift station Relocation and Force Main** as described in Exhibit "A-3", a fee not to exceed \$247,388.00, as further itemized below:

Preliminary Design Phase:	\$ 67,267.00*
Final Design Phase:	
1. Professional's in-house services:	\$ 82,215.00*
2. Out-sourced design services (at Cost plus 10%):	
a. Topographic Survey (per Exhibit "A-3")	\$ 16,022.00
b. Survey Control (per Exhibit "A-3")	\$ 4,405.00
c. ROW Survey (per Exhibit "A-3")	\$ 12,100.00
d. Parcel Description (per Exhibit "A-3")	\$ 3,771.00
e. Permit Exhibit (per Exhibit "A-3")	\$ 2,613.00
f. Proposed Access Easement (per Exhibit "A-3")	\$ 3,243.00
g. Geotechnical services (per Exhibit "A-3"):	\$ 10,978.00
h. Tree Protection & Disposition (per Exhibit "A-3")	\$ 4,403.00
i. Traffic Control Plan (per Exhibit "A-3"):	\$ in-house
j. SW3P (per Exhibit "A-3"):	\$ in-house
Contract Bid Phase:	\$ 9,343.00
Construction Administration Phase: including Limited Field Review of Construction and preparation of "As-Built" Record Drawings:	\$ 28,028.00
Reimbursable Expenses:	
For expenses incurred on behalf of the project such as printing and reproduction, mileage, delivery charges, application fees, advertising costs, and recording fees, expenses will be billed at cost plus 10%, with a total cost not to exceed:	\$ 3,000.00
Total, not to exceed cost:	\$ 247,388.00

* Time-critical tasks totaling \$207,017 to be completed in 240 days excluding City review periods. (Any additional services, not outlined above, will be authorized in writing by the City, at a cost reimbursement fee or lump sum fee).



SANDER ENGINEERING CORPORATION

CONSULTING ENGINEERS - SURVEYORS
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM NO. F-517
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM NO. 100303

DENNIS W. SANDER, P.E.
President

ERIK D. MILLER, P.E.
Vice President

WILLIAM T. MANNING, JR., P.E.
Vice President

**2901 Wilcrest Drive, Suite 550
HOUSTON, TEXAS 77042**

713-784-4830
FAX 713-784-4052

EXHIBIT A-1

BAY COLONY 2 PARKSIDE LIFT STATION RELOCATION AND FORCE MAIN

SCHEDULE OF ENGINEERING FEES

EFFECTIVE JANUARY 1, 2026

Listed below are the Engineer's hourly rates effective January 1, 2026.

Principal	\$ 277.00 Per Hour
Senior Project Manager	264.00 Per Hour
Project Manager	232.00 Per Hour
Senior Project Engineer	199.00 Per Hour
Project Engineer	168.00 Per Hour
EIT/Graduate Engineer	147.00 Per Hour
Senior Designer	188.00 Per Hour
CADD Technician III	174.00 Per Hour
CADD Technician II	134.00 Per Hour
Field Representative	124.00 Per Hour
Secretary	99.00 Per Hour

REIMBURSABLE EXPENSES

Expenses incurred on behalf of the project such as printing/reproduction, delivery charges, ~~application, advertising costs, and recording fees~~ will be billed at cost plus 10% with a total cost not to exceed \$3,000 without prior written approval from the City.

EXHIBIT A-2
SCHEDULE

League City, Texas

BAY COLONY 2 PARKSIDE LIFT STATION RELOCATION AND FORCE MAIN

The Professional shall complete the following activities and deliverables identified in Exhibit A-3 – SCOPE OF WORK and PROJECT CONSTRUCTION COSTS in accordance with the schedule as follows:

<u>Deliverables</u>	<u>Cost (combined)</u>	<u>Completion Schedule</u>
Preliminary Design & Support Services	\$124,802.00*	120 Days from Notice to Proceed
Final Design	\$82,215.00*	120 Days
Contract Bid & Award Phase	\$9,343.00	Estimated 75 Days
Construction Administration Phase Field Review During Construction Prepare Record Drawings	\$28,028.00	Estimated 365 Days
Reimbursable Expenses	\$3,000.00	

* Time-critical tasks totaling \$207,017.00 to be completed in 240 days excluding City review periods.

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

BAY COLONY 2 PARKSIDE LIFT STATION RELOCATION AND FORCE MAIN

SCOPE OF WORK

The purpose of this project is to design improvements to:

Bay Colony 2 Parkside Lift Station and Force Main:

1. Relocate the existing Bay Colony 2 Parkside Lift Station to a vacant nearby property.
2. Design a new Bay Colony 2 Parkside Lift Station including civil, structural, mechanical, and electrical components.
3. Tie existing gravity line north of Magnolia Bayou into the relocated lift station.
4. Demolish the existing Parkside Lift Station including filling of existing wet well and gravity pipe to termination point, controls, piping, manholes, site work, fence & gate, top slab, and other visible features.
5. Design all improvements to meet all Federal, State, and League City applicable building codes and ordinances.
6. Coordinate with staff and power company on power needs for the project, including load analysis.
7. Coordinate with TxDOT and its Grand Parkway design consultant as needed and apply for necessary permit
8. Provide as needed technical assistance to City on acquisition of the new site and force main route.
9. Design a new force main from relocated lift station to an existing sanitary manhole (approximately 1,100 linear feet).
10. Coordinate alignment of proposed force main with TxDOT plans for the expansion of SH99.
11. Fill, cap, and abandon existing 10-inch gravity sewer.
12. Design all improvements to meet all Federal, State, and League City applicable building codes and ordinances.
13. Prepare construction documents in accordance with the City's 2025 standard design criteria, specifications, and details.
14. Coordinate with City staff to receive building-permit ready plans.

I. BASIC SERVICES

- B. Provide design of the relocated Bay Colony 2 Parkside Lift Station and new force main.
 1. Provide preliminary design of the proposed relocated Bay Colony 2 Parkside Lift Station and force main.
 2. Incorporate City comments and prepare final design of improvements.

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

BAY COLONY 2 PARKSIDE LIFT STATION RELOCATION AND FORCE MAIN

II. ADDITIONAL SERVICES

- A. The topographic survey:
 - 1. See attached proposal from Landtech, Inc., dated March 6, 2026
- B. Survey services for right-of-way survey and/or additional easement include the following:
 - 1. See attached proposal from Landtech, Inc., dated March 6, 2026
- C. Preparation of parcel plat and metes & bounds of proposed lift station site:
 - 1. See attached proposal from Landtech, Inc., dated March 6, 2026
- D. Provide a geotechnical report for lift station site and proposed force main route:
 - 1. See attached proposal from UES, dated January 21, 2026.
- E. Perform a Phase I Environmental Site Assessment:
 - 1. Not Applicable.
- F. Provide a Traffic Control Plan:
 - 1. Provide traffic control plan for force main route.
- G. Provide a Storm Water Pollution Prevention Plan:
 - 1. Provide lift station site and force main alignment storm water pollution prevention drawing(s).
- H. Provide limited Field Review of Construction.
 - 1. Provide a qualified individual to review the progress of construction on a limited basis.
- I. Provide Tree Inventory & Disposition.
 - 1. Conduct a tree survey of proposed site and force main route and prepare a tree disposition plan and summary table. See attached proposal from C. N. Koehl Urban Forestry, Inc., dated March 6, 2026

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

BAY COLONY 2 PARKSIDE LIFT STATION RELOCATION AND FORCE MAIN

APPROACH

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

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

Each phase is described in the following paragraphs:

PRELIMINARY DESIGN PHASE

2. Attend a kick-off meeting with key League City staff.
3. Obtain Record Drawings from the City.
4. Obtain preliminary layout drawings of SH99 expansion from TxDOT.
5. Visit site to check existing Record Drawings and TxDOT drawings.
6. Prepare metes & bounds for the proposed lift station site.
7. Conduct topo survey and right-of-way survey.*
8. Prepare preliminary design drawings (50% complete).*
9. Prepare preliminary estimate of probable cost.
10. Submit electronic copy of 50% complete drawings and opinion of probable cost to City for review.
11. Incorporate City's comments on 50% submittal. Prepare and submit written response to City comments. *

FINAL DESIGN PHASE

1. Develop technical specifications using the City's 2025 standard and other specifications required for the project.
2. Conduct geotechnical investigation. Submit Draft copy for City's review and comment. Address comments and submit final report.
3. Submit electronic copy of the 90% complete drawings, opinion of probable cost, and specifications to City for review. *
4. Incorporate City's comments on 90% submittal. Prepare and submit written response to City comments *
5. Complete construction drawings (100%).
6. Prepare final opinion of probable cost.
7. Prepare Contract Documents for final review by City.
8. Incorporate City comments, issue final Contract Documents, and opinion of probable cost. Prepare and submit written response to City comments
9. Obtain TxDOT and TCEQ approval.

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

BAY COLONY 2 PARKSIDE LIFT STATION RELOCATION AND FORCE MAIN

CONTRACT BID PHASE

1. Assist City in preparing Notice to Bidders advertisement and obtaining bids. Upload bid documents on Civcast for bidders. City will advertise the project according to City requirements and bear the cost.
2. Attend and assist City at the pre-bid conference and prepare minutes.
3. Prepare addendum, upload to Civcast, and submit to the City for distribution.
4. Provide information and respond to questions from bidders.
5. Evaluate the Bids received, prepare a Bid Tabulation, and submit a recommendation to the City on the award of the Contract.
6. Prepare three (3) copies Conformed Contract Documents for City and Contractor to execute.

CONSTRUCTION ADMINISTRATIVE PHASE

1. Provide five (5) copies of half-size Conformed Plans and Contract Documents for use by the City and Contractor during construction. Also, provide one (1) full size set of plans to the Engineering Department.
2. Attend and assist City at the Pre-construction meeting.
3. Make two (2) site visits per month during the actual construction of the improvements and report observations to the City. Construction duration is estimated at 365 days due to continuing supply chain issues, particularly electrical components.
4. Review submittals and Requests for Information. Submit PDF of all approved submittals and RFIs to City.
5. Review monthly and final estimates.
6. Perform a Substantially Complete Walk Through with the City and the Contractor and prepare punch list.
7. Perform a Final Walk Through with City and the Contractor and prepare punch list.
8. Submit Record Drawings based on the Contractor's "as-built" drawings.

* Denotes a task that is time critical

EXHIBIT A-3
SCOPE OF WORK &
PROJECT CONSTRUCTION COSTS

League City, Texas

BAY COLONY 2 PARKSIDE LIFT STATION RELOCATION AND FORCE MAIN

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

SEE ATTACHED SPREADSHEET

**City of League City
Bay Colony 2 Parkside Lift Station Relocation & FM
Preliminary Estimate of Probable Construction Cost**

				Engineer's Opinion of Probable Cost	
Item	Description	Unit	Quantity	Unit Price	Amount Bid
Base Bid Items					
General					
1	Mobilization at 4% of contract	L.S.	1	\$ 32,600.00	\$ 32,600.00
2	Stormwater Pollution Protection	L.S.	1	\$ 10,000.00	\$ 10,000.00
3	Stabilized Construction Access	Ea.	2	\$ 2,500.00	\$ 5,000.00
4	Truck Washout Station	L.S.	1	\$ 2,500.00	\$ 2,500.00
Parkside Lift Station Relocation					
5	Tree Removal	Ea.	4	\$ 1,000.00	\$ 4,000.00
6	Wet Well Structure (8' dia x 30' deep) incl Hatches and Safety Grates (incl dewatering)	L.S.	1	\$ 240,000.00	\$ 240,000.00
7	Submersible Pumps (2) and Riser Piping (ex 10HP)	Ea.	2	\$ 40,000.00	\$ 80,000.00
8	Riser Piping & Header Piping (incl valves, thrust blocking & pipe supports)	L.S.	1	\$ 120,000.00	\$ 120,000.00
9	Wet Well Coating (8 ft Dia x 30 ft deep)	S.F	804	\$ 45.00	\$ 36,172.80
10	Vent	L.S.	1	\$ 5,000.00	\$ 5,000.00
11	Pressure Transmitter & ARV	L.S.	1	\$ 8,500.00	\$ 8,500.00
12	Electrical incl SCADA	L.S.	1	\$ 175,000.00	\$ 175,000.00
13	Upstream Doghouse Manhole	L.S.	1	\$ 25,000.00	\$ 25,000.00
14	Sanitary Sewer from Doghouse Manhole to LS	L.F.	25	\$ 250.00	\$ 6,250.00
15	Drainage System (inlets, sewers, outfall to ditch)	L.S.	1	\$ 45,000.00	\$ 45,000.00
16	Paving around Lift Station incl Driveway	S.Y.	450	\$ 105.00	\$ 47,250.00
17	Fencing & Gate	L.F.	350	\$ 40.00	\$ 14,000.00
18	Start-up & Testing	L.S.	1	\$ 4,000.00	\$ 4,000.00
19	Site clean up	L.S.	1	\$ 5,000.00	\$ 5,000.00
Demolition of Existing Parkside LS/ Abandonment of FM & Gravity Sewer					
20	Grit Removal and Disposal	C.Y.	1	\$ 5,000.00	\$ 5,000.00
21	Demolition	L.S.	1	\$ 50,000.00	\$ 50,000.00
22	Backfill (+ 20%)	C.Y.	67	\$ 35.00	\$ 2,344.53
23	Grading	L.S.	1	\$ 5,000.00	\$ 5,000.00
24	Fill & Abandon Existing 10-inch Gravity Sewer (incl 4 MHS)	L.F.	1000	\$ 20.00	\$ 20,000.00
Force Main					
25	6" FM open cut	L.F.	850	\$ 120.00	\$ 102,000.00
26	6" FM Trenchless	L.F.	150	\$ 400.00	\$ 60,000.00
27	6" FM Trenchless in casing (Road crossing - option 2)	L.F.	170	\$ 800.00	\$ 136,000.00
28	Air Release Valves & Manholes	L.F.	2	\$ 22,000.00	\$ 44,000.00
29	Trench safety	L.F.	850	\$ 3.00	\$ 2,550.00
30	Tie in to Existing Manhole	L.S.	1	\$ 5,000.00	\$ 5,000.00
31	Coating of Existing tie-in Manhole	L.S.	1	\$ 8,500.00	\$ 8,500.00
32	Testing	L.S.	1	\$ 3,500.00	\$ 3,500.00
33	Site Restoration incl Hydromulch	L.S.	1	\$ 5,000.00	\$ 5,000.00

**City of League City
 Bay Colony 2 Parkside Lift Station Relocation & FM
 Preliminary Estimate of Probable Construction Cost**

				Engineer's Opinion of Probable Cost	
Item	Description	Unit	Quantity	Unit Price	Amount Bid
Subtotal Base Bid Items					\$ 1,314,167.33
Extra Unit Price Items					
34	Bypass Pumping for MH tie in	L.S.	1	\$ 20,000.00	\$ 20,000.00
35	Dewatering for FM	L.F.	200	\$ 40.00	\$ 8,000.00
36	Additional Unskilled Labor	Hr.	50	\$ 25.00	\$ 1,250.00
37	Additional Skilled Labor	S.F.	2000	\$ 12.00	\$ 24,000.00
38	Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00
39	Extra hand Excavation	C.Y.	100	\$ 40.00	\$ 4,000.00
40	Extra Excavation around Obstructions	C.Y.	100	\$ 30.00	\$ 3,000.00
41	Extra Machine Excavation	C.Y.	100	\$ 30.00	\$ 3,000.00
42	Extra Cement Stabilized Sand	C.Y.	100	\$ 35.00	\$ 3,500.00
43	Extra Fittings	Ton	4	\$ 4,200.00	\$ 16,800.00
44	Extra Concrete with Reinforcement and forms	C.Y.	20	\$ 350.00	\$ 7,000.00
Subtotal Extra Unit Items					\$ 100,550.00
Allowance Items					
45	Landscaping and Miscellaneous Items as Required				\$ 7,500.00
46	Electric Service Provider				\$ 15,000.00
47	SCADA programming Allowance				\$ 30,000.00
48	Arc Flash analysis				\$ 2,500.00
49	TNMP				\$ 10,000.00
50	TXDOT Coordination				\$ 30,000.00
Subtotal Allowance Items					\$ 95,000.00
				Subtotal (Base Bid Items)	\$ 1,314,167
				Subtotal Extra Unit Items	\$ 100,550
				Subtotal Allowance Items	\$ 95,000
				Subtotal Construction Cost	\$ 1,509,717
				Contingencies (15%)	\$ 226,458
				Estimated Alternate Bid	\$ -
				Estimated Total (Incl. Alt.)	\$ 1,736,175



1315 W Sam Houston PKWY N, Suite 100
 Houston, Texas 77043
 O: 713-861-7068 • F: 713-861-4131
 www.landtech-inc.com

Jacob "Jake" J. Lupher
 E: jlupher@landtech-inc.com

06 MARCH 2026

Mr. Erik D. Miller, P.E.
 Sander Engineering Corp.
 2901 Wilcrest, Suite 550
 Houston Texas, 77042

RE: City of League City, TX – Surveying and Mapping services for relocation of Parkside Lift Station site and force main re-route

Dear Mr. Miller:

It is my pleasure to submit the following proposal for providing professional surveying service for the above-mentioned project. Based on your email and the attached map showing the proposed survey limits (Exhibit A), and the attached LOE (Exhibit B) we will provide Topographic Surveying and Mapping services of the proposed Force Main Re-Route (top to extend 25 ft. each side of proposed route with exception to survey behind existing subdivision lots) +/- 1,000 Linear Feet as well as topographic survey of the proposed new Lift Station Site, a Separate Parcel Plat Map and Metes and Bounds for the new proposed lift station Parcel and Surveying site Control and Survey Control Map for this Project. Survey control will be based on ties to City of League City published control point information if available as well as previous Lift Station Benchmark or TBM information if available. Texas811 will be contacted to mark buried utilities within the project scope areas. Research into public and private utilities will be provided by Sander Engineering Corp. Utilities will be surveyed and mapped with visible indications and best available evidence (probing or excavation not included). Manhole inverts will be surveyed where accessible. Survey will be mapped in plan view only. Survey control and datum statement will be shown on said map and a separate Survey control map deliverable will be included. Available site flood zone information, based on the graphic representation from existing FEMA maps, will be shown. DTM is not included. An electronic CADD file of the survey and an ASCII point file containing all field survey data points will be provided. The fee for the above-described work will be as follows:

Survey Control	\$4,004.00
Topographic Survey	\$14,565.00
ROW Survey	\$11,000.00
Parcel Plat and M&B	\$3,428.00 per each Parcel (1 estimated)
TOTAL FEE BASIC SERVICES:	\$32,997.00

Optional/additional services are as follows:

Permit Exhibit	\$2,375.00 per each exhibit (1 estimated)
Proposed Access Easement	\$2,948.00 per each if needed
TOTAL FEE OPTIONAL SERVICES:	\$5,323.00

S U R V E Y I N G
 Houston, TX • TBPELS 10019100
 El Paso, TX • TBPELS 10019101

TOTAL LUMP SUM COMBINED SERVICES FEE:

\$38,320.00

Deliverables will be as follows:

Electronic AutoCAD file of topographic survey (substantially conforming to a TSPS Category 6, Condition 2) with existing right-of-way lines and parcel lines along route, (substantially conforming to a TSPS Category 1B Survey) of proposed Lift Station site, Survey Control Map.

If authorized, AutoCAD files of any associated Easements and or Permit Exhibits as identified in above fee schedule and on existing LOE.

PDF file deliverables signed and sealed by a Texas Registered Professional Land Surveyor will be included as follows:

Signed/Sealed Survey Control Map

Signed and Sealed topographic survey showing existing right of way lines, proposed lift station relocation site.

Signed and Sealed Metes and Bounds and Parcel Plat map for fee take Lift Station Parcel.

If Authorized, Signed/Sealed Easement Documents

Permit Exhibit if necessary and Authorized

We can complete this work 30-45 days after receipt of notice to proceed or from receipt of proposed route/acquisition provided by the Engineer, weather permitting. Thank you for the opportunity to submit this proposal, and we look forward to working with you.

Sincerely,
Landtech, Inc.



Jacob "Jake" Luper, R.P.L.S.
Surveying Project Manager

LANDTECH



Exist Gravity Line to be rerouted to new Station

Exist Gravity Line to be abandoned

TxDOT Parcel 337- Exist Lift Station to be reloc

Exist Gravity Line & FM to be abandoned if in conflict w Grand Pkwy

Abandon under Option 2

General Loc - New LS Site to be acq'd

New Force Main Conceptual Route to cross Grand Pkwy & connect to Exist MH - Option 1

New Force Main Conceptual Route to cross Grand Pkwy & connect to Exist MH - Option 2

Bay Colony Lift Station Relocation Conceptual

EXHIBIT A **LCTX**
LEAGUE CITY

Geospatial or map data maintained by the City of League City is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate: 03/13/2025



UES
4667 Kennedy Commerce Drive
Houston, Texas 77032
281.469.3347 | TeamUES.com

January 21, 2026

Sander Engineering

2901 Wilcrest, Suite 550
Houston, TX 77042

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

Reference: Proposal for Geotechnical Exploration
Bay Colony Lift Station
FM 646 Road
League City, TX 77573
UES Proposal No. 118553

UES Professional Solutions 44, LLC d/b/a UES (“UES”) is hereby pleased to submit to **Sander Engineering (hereinafter “Client”)** the following proposal for a Geotechnical Exploration on the project referenced above.

Project Information

The project consists of a proposed lift station with a maximum depth of approximately 35 feet, as well as approximately 1,200 linear feet of force main line. The force main is anticipated to have a maximum depth of 8 feet, increasing up to 15 feet at the ditch crossing.

Scope of Work

This study will include the following evaluations:

- Subsurface soil and groundwater conditions on the site to depths that would be significantly affected by foundations.
- Engineering characterization of the subsurface materials encountered.
- Typical foundations suitable for support of the proposed project.
- Data required for design of typical foundation systems for the project.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, and possible construction problems reasonably to be expected.

We propose to explore the subsurface soil conditions at the site by drilling test borings. It is estimated the necessary information will be provided by drilling a total of five (5) test borings at locations and depths listed in Table A.



TABLE A Summary of Drilling Locations and Depths		
Location	No. of Borings	Anticipated Depth(s) of Borings (ft)
Lift Station	1	50
Force Main Line	2	30
	2	20
Total	5	150

Continuous sampling will be performed at the ditch crossing borings up to a depth of 20 feet. At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. UES shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

Fees and Schedule

Our fee for performance of the geotechnical study on the site described will be as noted in Table B. We guarantee not to exceed this figure without your approval. Boring operations would commence within about 2 weeks from your notification to proceed. The complete written report would be electronically sent to you within about 2 weeks following completion of the boring operations.

TABLE B Summary of Fees and Schedule	
Lump Sum Fee ^{1&2}	\$9,980.00
Estimated Time to Complete Study ³	4 weeks
Optional Item: Private Utility Locating ⁴	\$1,000.00
Optional Item: Traffic Control (if required)	\$2,800.00 / day
¹ This pricing assumes drilling will occur during regular business hours (Mon – Fri, 7:00 AM to 6:00 PM). Weekend or after-hours drilling will incur additional charges.	
² Drilling through surface concrete, if necessary, will be charged at an additional \$200.00/boring up to 8 inches thickness.	
³ Inclement weather could result in delays to the referenced boring operations schedule.	



⁴ Ground Penetrating Radar (GPR) services will be performed to aid in locating below-grade utilities. This service is an increased level of due diligence in conjunction with Texas One-Call clearance; however, it does not guarantee the absence of below-grade utility conflicts. Client understands UES is not responsible for damage to below grade utilities.

The above cost estimate is valid for 90 days and is based on Client providing suitable access and entry to test boring locations during normal business hours. Client represents that it has full authority from the current landowner to engage UES to perform this study. Surveying of boring locations and elevations is not included in the cost estimate, but can be provided if needed upon request. **Any additional fees noted above will be discussed with the Client prior to proceeding.**

Prior to start of drilling, UES will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site-specific utility information upon acceptance of this proposal. UES is not responsible for damage to below grade utilities.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems; however, UES is not responsible for re-grading or repairing rutted areas if they develop.

The Geotechnical Exploration Report will be prepared exclusively for the use of the Client and reliance under the attached "Terms and Conditions". Report reliance by any other party is prohibited without the written authorization by the Client and UES. Reliance on the Geotechnical Exploration Report by all authorized parties is subject to the terms, conditions, and limitations stated in UES's attached "Terms and Conditions" and the final Geotechnical Exploration Report. **UES may agree to extend reliance to additional parties for an additional fee of \$750 per reliance entity.**

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date. Payment of the invoice is not contingent on Client's agreement or acceptance of UES's design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify UES in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

By execution of this Proposal, the undersigned Client acknowledges and agrees that the attached "Terms and Conditions" have been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are attached to this proposal as "Exhibit A" and are fully incorporated into this Proposal by reference as if set forth herein.



Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Daniel Toto", written over a light blue horizontal line.

Daniel Toto
Project Manager

UES

Attachments: Proposal Acceptance Form
General Conditions - Texas



**GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM**

UES Professional Solutions 44, LLC (UES)
Proposal No.:118553
Project Name: Bay Colony Lift Station
Project Location: FM 646 Road, League City, TX 77573

Date: January 21, 2026

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: _____
Signature Date

PRINTED NAME: _____ **TITLE:** _____

CLIENT FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CLIENT CONTACT: _____ **TELEPHONE:** _____

EMAIL: _____

*******REQUIRED INFORMATION (Must be completed in order to process)*******

ACCOUNTS PAYABLE CONTACT: _____ *Check box if same as above*

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____ **TELEPHONE:** _____

Land Owner's Name: _____

Address: _____

Project Legal Description: _____

Project County: _____

REPORT DISTRIBUTION

COMPANY	CONTACT	EMAIL ADDRESS



UES
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 UES will provide to Client the professional services described under the Scope of Services (“Services”) in the Professional Services Agreement (“Agreement”) between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall



provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES' reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES'S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services, Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.



4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATOR OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT



5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client



shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT, ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL



MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.



12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.



REVISED: 3/7/24



March 6, 2026

Mr. Erik D. Miller, P.E.
Sander Engineering Corporation
2901 Wilcrest, Suite 550
Houston, Texas 77042

Re: Proposal for Urban Forestry Consulting Services on the City of League City, Bay Colony 2 Parkside Lift Station Relocation Project.

Dear Mr. Miller,

As per your request, C.N. Koehl Urban Forestry, Inc proposes to provide Urban Forestry Consulting services for the design phase of the City of League City, Bay Colony 2 Parkside Lift Station Relocation Project. The proposed lift station site, immediately adjacent to Walgreens on FM 646, will be evaluated for proposed lift station construction. Based on your request for proposal, and our most recent experience on similar projects, we propose to provide the following Urban Forestry services:

Tree Inventory/Site Visit

We will visit the site to inventory all “Protected Trees” and “Invasive Trees” as defined in Chapter 102-12 – Tree Preservation and Provisions Ordinance of the City of League City. All trees within existing right of way will be inventoried using survey/background information provided by engineer. Trees will be inventoried and evaluation of anticipated impacts relative to proposed design will be completed in the field using P&P drawings as follows:

- Small trees (as defined in Chapter 102-12) – Only trees within the proposed lift station site will be inventoried.
- Large trees (as defined in Chapter 102-12) –Trees within the proposed lift station site and 20’ beyond on each side will be inventoried.
- Invasive trees (as defined in Chapter 102-12) –We recommend inventory of invasive trees be completed in order to use the “Reduction of Caliper Inch Replacement for Removal of Invasive Trees” included in Chapter 102-12. Only trees within the proposed lift station site will be inventoried.

The data collected will be used reviewing proposed design and in preparation of tree preservation plan. We will confirm location of each tree and approximately locate, on provided P&P sheets, trees that were not picked up by survey crew.

Mr. Erik D. Miller, P.E.
 League City, Bay Colony 2 Parkside Lift Station
 Page 2 of 3

Fee for Tree Inventory/Site Visit	
Urban Forester:	
6.0 hours @ \$160.00/hour.....	\$960.00
120 miles @ \$0.70/mile.....	\$84.00
Tolls.....	\$9.00

90% Submittal Tree Preservation Plan

The plan and profile drawings, provided by the engineer, will be reviewed prior to the 90% submittal, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, and anticipated treatment. Should we find any conflicts with proposed construction we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as shifting bends, or trenchless construction, will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and emailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival and compliance with the City’s Tree Ordinance. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, trenchless construction, etc.). Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The 90% submittal tree protection plan, and quantity totals and cost estimates will be emailed to you so that your staff may use the quantity estimates as needed and plot the tree protection plan as it is needed. The AutoCad drawn tree protection plan would include our logo with a signature line, which we will provide a signed PDF file at final submittal. We will need 10-12 business days to schedule and complete the field evaluation and 90% submittal tree protection plan.

Fee for 90% Submittal Tree Protection Plan	
8.0 hours @ \$160.00.....	\$1,280.00

Final Submittal Tree Preservation Plan

We will review the construction design prior to the final submittal, following comments from the City on recommendations made in the 90% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates will be updated and forwarded to engineer for inclusion in project. We will need 7-10 business days to schedule and complete the final Tree Preservation Plan.

Fee for Final Submittal Tree Protection Plan	
8.0 hours @ \$160.00/hour.....	\$1,280.00

Mr. Erik D. Miller, P.E.
League City, Bay Colony 2 Parkside Lift Station
Page 3 of 3

Drafting AutoCAD(DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format. We will use the project title block and insert plan drawings at a 1:40 scale, double banked on each sheet, similar to most traffic control plans. 1-2 sheets including the tree protection details will also be included. This format typically allows us to fit approximately 1,200-1,500 l.f. per sheet, which would give us 1-2 total sheets on this project. The drawings will be emailed, or uploaded to your ftp site, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Fee for Drafting DWG files of the Tree Preservation Plan
6.0 hours @ \$65.00/hour..... \$390.00

Total Phase 2 Fees

CAD Drawn DWG files of Tree Protection Plan.....\$4,003.00

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Baytown Street Reconstruction, City of League City Street-Water & Sanitary projects, and numerous City of Houston waterline and sewer projects over the past 18 years. It is our goal to provide you the most effective, efficient, and value-added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan and profile sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me at 281-391-0022.

Respectfully submitted,



Craig N. Koehl
Urban Forestry Consultant

Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

I. Design Phase Services must conform to the following submittal types and requirements:

A. ^{50% this Project} 30% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet
 - b. Field Survey Plan Sheet
 - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
 - d. Demo Plan
 - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
- ~~6. Traffic Impact Analysis (if needed)~~
- ~~7. Draft H&H Study and/or Preliminary Engineering Report (if needed)~~
8. Preliminary Land Acquisition Information (if needed)
9. Preliminary Geotechnical findings (if needed)
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

B. ^{75% this Project} 60% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
 - a. Cover Sheet w/ index
 - b. General Notes
 - c. Sheet Layout
 - d. Typical Cross-Sections
 - e. Survey Control
 - f. Demo Plan
 - g. Grading Plan (if needed)
 - h. Tree Protection and/or Landscape Plan (if needed)
 - i. Traffic Control Plan (if needed)
 - ~~j. Proposed Drainage Area Map and calculations~~
 - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
 - ~~l. Intersection Details~~
 - ~~m. Sidewalks, Traffic Signage, & Pavement Marking Plans~~
 - n. SW3P Plan Sheet(s) and Details
 - o. Standard CoLC Details applicable for project
 - p. Project Specific Requirements/Details/Notes such as
 - 1) Electrical Plans/Details
 - 2) Structural Plans/Details
 - 3) Signal Plans/Details
2. Final ROW Documents for Land Acquisition (if needed)
3. Completed Geotechnical Report (if needed)
4. List of Updated Utility Conflicts and contact information for appropriate utilities.
5. List of needed Permits, draft applications for needed Permits

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
- ~~10. Preparation of Exhibits and attendance at Public Meeting (if needed)~~

C. 90% Submittals should, at a minimum, include the following:

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on ^{75%} 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
- ~~4. SW3P Manual with appropriate documentations/signatures as applicable~~
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities.

D. Resubmittals

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
- ~~2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.~~

II. Bid Phase Services should, at a minimum, include the following:

- A. 100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).
- B. Completed Project Manual
- ~~C. Completed SW3P Manual~~
- D. Final OPCC
- E. Updated Construction Schedule
- ~~F. Preparation of Exhibits and attendance at Public Meeting (if needed)~~
- G. Assist with the advertisement of the project (if needed)
- H. Address any RFI during Bid process (if needed)
- I. Attend and Assist in running a Pre-Bid Meeting (if needed)
- J. Provide Addendums to Bid Documents (if needed)
- K. Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

III. Construction Phase Services should, at a minimum, include the following:

- ~~A. Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start~~
- B. Attendance at Construction Progress Meetings (if needed)
- C. Periodic Site Visits (minimum 1 visit per month of construction)
- D. Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.
- E. Address found Design Conflicts in the Field
- F. Provide paper & digital copies of As-Builts