



MEMORANDUM

To: John Baumgartner, P.E.
City Manager

From: Susan Oyler, P.E.
Senior Project Manager

Date: April 1, 2021

RE: Work Change Directive #2
ST1914 Landing Blvd Extension Project

This Work Change Directive covers the cost of Subsurface Utility Exploration. This work will identify the location of the six existing pipelines near the roundabout so that the future drainage connection and utility line extensions for the City of Webster’s portion of the project can be safely designed.

The cost for this work is \$38,974.55.

This Work Change Directive also adds 106 calendar days to the contract for the utility design work approved by City Council via Change Order No. 1.

Funding is available from Account:

ST1914-PLAN DESIGN-DESIGN-2017CO

Thank you!

DocuSigned by:
Kristin Clark

Kristin Clark, Grants/CIP Administrator

4/5/2021
Date

DocuSigned by:
Angie Steelman

Angie Steelman, Director of Budget & Project Management

4/5/2021
Date

DocuSigned by:
John Baumgartner

John Baumgartner, City Manager

4/5/2021
Date

WORK CHANGE DIRECTIVE (WCD) NO. 2

PROJECT: Landing Blvd Extension Project

OWNER: City of League City

ENGINEER: WSP USA, Inc.

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

DESCRIPTION AND REASON FOR THIS WCD:

Subsurface Utility Exploration at the Roundabout. This work will identify the location of the six existing pipelines near the roundabout so that the future drainage connection and utility line extensions for the City of Webster's portion of the project can be safely designed.

This cost will be fully reimbursed by the City of Webster (see attached).

106 calendar days are being added to the contract for the utility relocation design work approved by City Council via Change Order No. 1.

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

The proposed cost for the subsurface utility exploration is \$38,974.55.

CHANGES IN CONTRACT PRICE

ORIGINAL CONTRACT PRICE:	\$ 2,317,350.77
NET CHANGES FROM PREVIOUS CO:	\$ 219,019.46
CHANGE BY THIS CO:	\$ 38,974.55
CONTRACT PRICE WITH ALL APPROVED CO:	\$ 2,575,344.78

CHANGES OR EXTENSIONS IN CONTRACT TIME

ORIGINAL CONTRACT TIME:	557	Calendar Days
INCREASED TIME FROM PREVIOUS CO:	0	Calendar Days
INCREASED TIME FROM THIS CO:	106	Calendar Days
REVISED CONTRACT TIME	663	Calendar Days

SUBMITTED BY:



Susan Oyler, Senior Project Manager

DATE: April 1, 2021

APPROVED BY:

DocuSigned by:



Angie Steelman, Director of Budget and Project Mgt.

DATE: 4/5/2021

DocuSigned by:



John Baumgartner, City Manager

DATE: 4/5/2021

From: [Warnement, John](#)
To: [Oyler, Susan](#)
Cc: [Glasco, David](#); [Webster Engineering](#); [Bavarian, Ron](#)
Subject: RE: Landing Blvd Extension - Utility
Date: Thursday, April 1, 2021 9:58:05 AM

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Good morning Susan,

Per our conversation, this is okay.

Respectfully,



***John D. Warnement, CPWP-M, CPRP
Director***

City of Webster Public Works Department
855 Magnolia Avenue, Webster, TX 77598
P: (281) 316-3711 | F: (281) 316-3728

From: Oyler, Susan <Susan.Oyler@leaguecitytx.gov>
Sent: Thursday, April 1, 2021 9:26 AM
To: Warnement, John <JWarnement@cityofwebster.com>
Cc: Glasco, David <dglasco@cityofwebster.com>; Webster Engineering <websterengineering@cityofwebster.com>; Bavarian, Ron <Ron.Bavarian@leaguecitytx.gov>
Subject: RE: Landing Blvd Extension - Utility
Importance: High

All:

I'm just following up on this. Hopefully my email isn't playing hide and go seek again and you responded to this and I just haven't seen it!

Thanks!

Susan

Susan Oyler, P.E.
Project Manager
Project Management
City of League City
281-554-1453

From: Oyler, Susan <Susan.Oyler@leaguecitytx.gov>
Sent: Tuesday, March 23, 2021 9:11 AM
To: Warnement, John <JWarnement@cityofwebster.com>
Cc: Glasco, David <dglasco@cityofwebster.com>; Webster Engineering <websterengineering@cityofwebster.com>; Bavarian, Ron <Ron.Bavarian@leaguecitytx.gov>
Subject: RE: Landing Blvd Extension - Utility

John:

Sorry about that! I even did a search through my email to make sure I didn't miss any messages from you and your attached email didn't show up! My email has been bizarre lately!

Just to clarify, Webster is in agreement to reimburse League City for:

- \$38,974.55 for SUE at Roundabout (\$29,896.31 for KCI + \$9,078.24 for WSP preparation of exhibits, Centerpoint Energy Application fees)
- \$70,575.63 for WSP Design of Webster Utility Extension

I just want to draw your attention to the additional \$9,078.24 which WSP brought up last week regarding the SUE work (see attached). This fee consists of \$4,600 for the application fee to get right of entry to the Centerpoint Energy corridor to conduct the SUE work and \$4,478.24 for WSP to prepare exhibits for the application and coordinate with CPE.

Thanks!

Susan

Susan Oyler, P.E.
Project Manager
Project Management
City of League City
281-554-1453

From: Warnement, John <JWarnement@cityofwebster.com>
Sent: Tuesday, March 23, 2021 8:55 AM
To: Oyler, Susan <Susan.Oyler@leaguecitytx.gov>
Cc: Glasco, David <dglasco@cityofwebster.com>; Webster Engineering <websterengineering@cityofwebster.com>; Bavarian, Ron <Ron.Bavarian@leaguecitytx.gov>
Subject: RE: Landing Blvd Extension - Utility

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Professional Services Agreement

February 4, 2021

WSP USA
16200 Park Row,
Suite 200
Houston, Texas 77084

Client's Authorized Representative(s): Osama Ali, PE, Local Project Operations Manager

Subject: WSP USA Clear Creek Utility Locates
KCI Project Number: 321...

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to WSP USA ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

Location: Clear Creek Utility Locates, Texas

PROJECT DESCRIPTION

To improve the quality of design, Client is Requesting Scope and Fee for SUE (Sub-Surface Utility Engineering, Quality Level A services, for the Clear Creek Pipeline Locates in Houston Texas, near as depicted in the exhibit supplied by client. KCI is providing scope and fee for 12 test holes to locate 6 pipelines.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered excluded from the Work. KCI will provide Quality Level A Test Hole services, and Attempt to locate 6 pipeline facilities within the proposed project area as depicted on the client provided exhibits. The worked described is anticipated to take approximately 5 days. Exhibit A shows 12 holes of Level A. it is assumed these holes are 12 to 15 feet deep. KCI will perform the Work in accordance with ASCE Standards 38-02 Quality Level (QL) Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, which is described as follows:



Professional Services Agreement

QL-A – Test Holes on Utilities– KCI will Utilize Non-Destructive Vacuum Excavation to excavate, expose and mark the horizontal location of an existing watermain. This is done by use of VacMaster 4000 or RamVac HX-6. KCI shall perform this work in accordance with the most current standards of SUE as described in ASCE 38-02. Survey of KCI Level A Test Holes is to be provided by KCI surveyors. Fee and Payment for survey of Test Holes is included in this estimate..

KCI shall place iron rods in front and back of the hole to indicate direction and a lathe & flagging shall be placed over the pipe.

All applicable permits, if required, will be obtained by the Client. It is assumed that “Complex Traffic Control” (lane closures) is not required and therefore is not included as a part of this submission.

Deliverables

- 1) Plan Sheets of SUE Level A
- 2) Electronic Files of SUE

SPECIAL PROVISIONS

- 1) KCI will not be responsible for damage to utilities caused by others.
- 2) KCI will provide Vacuum Excavation services to expose utilities.

SERVICES TO BE PROVIDED BY THE CLIENT

- Site Access
- All required permitting
- Electronic files and control will be provided by the client



Professional Services Agreement

FEES AND PAYMENTS

The Schedule of fees for work defined in the scope of services is attached as exhibit A. KCI is providing Quality Level A Test Hole services at a daily rate for the locating of deep Pipelines. Estimated duration is 5 days, including transit time to and from the site. Actual costs will be billed up to amount of the approved estimate shown as Exhibit A.

GENERAL PROVISIONS

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract between KCI and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI reserves the right to terminate this contract in the event the Client, in the sole judgment of KCI, fails to establish enough credit to warrant proceeding with the work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no work will proceed thereafter unless Client provides a retainer which KCI, in its sole discretion, shall determine to be satisfactory for the continuation of the work.

KCI welcomes the opportunity to serve WSP USA and looks forward to working with WSP USA on this project. The Project Principal to be assigned to the Work is Scott Stockburger, P.E., and his telephone number is listed below.

Very truly yours,

A handwritten signature in blue ink that reads "Scott Stockburger, P.E." with a stylized flourish at the end.

Scott Stockburger, P.E.
Vice President, Regional Practice Leader
KCI Technologies
214-893-8648

February 4, 2021



Professional Services Agreement

ACCEPTANCE:

WSP USA, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

ACCEPTED BY:

Name and Title

Date



Professional Services Agreement

Exhibit A
KCI SUE, Level A Estimate
Clear Creek Utility Locates

Description of Service	UNIT	RATE	QTY	AMT.
Vacuum Excavation Truck & 2-Man Crew	Daily	\$3,600.00	5	\$18,000.00
DIRECT LABOR				\$18,000.00
PROJECT MANAGER	HR	\$252.00	4	\$1,008.00
CAD	HR	\$135.00	4	\$540.00
PROJECT MANAGEMENT TASK - FIELD SUPEVRISOR	HR	\$145.00	0	\$0.00
2-Man crew Hole Set up & QL-B DESIGNATING (PER CREW)	HR	\$100.00	12	\$1,200.00
2-manSurvey Crew	daily	\$1,750.00	1	\$1,750.00
QL-B DESIGNATING (PER CREW)	LF	\$1,850.00	1	\$1,850.00
DIRECT LABOR				\$6,348.00
DIRECT EXPENSES				
MOBILIZATION/DEMOBILIZATION	EACH	\$750.00	1	\$750.00
ENVIRONMENTAL SUPPLIES	PER DAY	\$55.00	3	\$165.00
MILEAGE (VAC TRUCK)	PER MILE	\$1.50	526	\$789.00
DUMP FACILITY	EACH	\$300.00	3	\$900.00
BACKFILL	EACH	\$300.00	3	\$900.00
MILEAGE (Survey TRUCK)	PER MILE	\$0.60	526	\$315.60
MILEAGE (DESIGNATING TRUCK)	PER MILE	\$0.58	526	\$305.08
Direct Expenses				\$4,124.68
TOTAL				\$28,472.68

5% WSP FEE
 Total MOD

\$1,423.63
 \$29,896.31

KCI TECHNOLOGIES, INC.
GENERAL PROVISIONS
(Ver. March 2014)

The General Provisions set forth herein are incorporated by reference in the Proposal for the performance of certain services described as the "Work" in the Proposal made by KCI Technologies, Inc., a Delaware corporation ("KCI"), dated April 23, 2019 to WSP USA, ("Client"). These General Provisions shall constitute, along with the Proposal, a final, complete, and binding agreement (the "Agreement") between Client and KCI upon Client's acceptance of the Proposal. To the extent they are inconsistent or contradictory, the express terms of the Proposal take precedence over the General Provisions.

1. ACCEPTANCE OR REJECTION OF PROPOSAL

The Proposal shall be valid for a period of thirty (30) days from the date thereon. Acceptance thereafter shall be conditioned on KCI's reaffirmation of the Proposal. If, upon submission of this proposal to Client, Client fails to return a signed copy to KCI and Client knowingly allows KCI to proceed with work, such services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

2. ADJUSTMENTS TO QUOTATION (COST ESTIMATION)

Fees quoted in the Proposal are based on current salaries and operational costs. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the proposal are provided for convenience of the Client and KCI is not bound by nor does it guarantee such estimates.

Unless expressly identified as a cost item in the fee proposal, KCI's fees do not include sales tax or other governmental levies. If taxes or other assessments are applied to the fees generated by KCI services, the client agrees that such taxes or assessments shall be added to the fee base quoted herein and shall become due and payable when invoiced by KCI.

3. CONDUCT OF THE WORK

All concept, preliminary and final plans prepared by KCI will be submitted to client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five

(5) days of receipt, the plans shall be deemed approved by Client. After the Client's approval, any change shall be deemed Additional Work for which KCI

shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

KCI will make every reasonable effort to provide a survey crew as requested but it cannot guarantee the time within which a survey crew will be available. The size of the survey crew shall be determined by KCI based on the work to be performed. A minimum of four (4) hours shall be charged anytime a survey crew visits a site, all charges being portal to portal.

Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others.

Any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "Miss Utilities" and have a utilities representative on site. In the event KCI's work includes penetration of the ground, Client agrees that KCI shall not be responsible for any loss or damages claimed to result from said penetration unless direct result of KCI's sole negligence. Client agrees to indemnify and hold KCI harmless from any claim, suit or proceeding for loss or damages to person or property of others relating to said penetration except to the extent said damages are the direct result of KCI's sole negligence.

Client further agrees to indemnify and hold KCI harmless from any loss or damages to KCI personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Subsurface and earth fill data are informational only. KCI does not guarantee such data.

Although KCI will attempt to complete all services in a timely fashion, KCI does not guarantee, expressed or implied, the time within which such work will be completed.

4. RIGHT OF ENTRY; PERMITS

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's services under this Agreement at no cost to KCI.

5. DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by KCI pursuant to this agreement, are instruments of service and the property of KCI. Client may make and retain copies, subject to Client's compliance with Section 8, herein, but may only use such documents for the purposes described in the Proposal. Any other use shall be prohibited, and Client shall indemnify and hold harmless KCI for any liabilities, damages, losses, claims, and expenses arising therefrom.

6. HAZARDOUS SUBSTANCES/MOLD INDEMNIFICATIONS

Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

7. ASSIGNS

Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of KCI.

8. SAFETY RESPONSIBILITY

KCI shall not be responsible for any safety precautions or programs of Client or any of Client's contractors or representatives. KCI shall only be responsible for the safety of its own employees.

9. MEDIATION/ARBITRATION

Client agrees that all claims, disputes and other matters in question between the parties arising out of or relating to the Agreement or breach thereof shall first be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americold, Dispute Resolution Inc., Undisputed or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing for arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted for arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a Plaintiff not a party hereto institutes litigation in a Court of competent jurisdiction and said Court takes personal jurisdiction over one of the parties hereto regarding the same

subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute or other matter. If the demand for arbitration is not within one (1) year the claim, dispute or other matter shall be forever barred. Both mediation and arbitration shall be optional and not mandatory at KCI's sole discretion about the collection of earned fees as set forth in section 8, above.

The decision rendered by the arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorney's fees) incurred by the other party in defense of such claim or action.

10. CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly or in the form of a third-party claim) against the Engineer unless the Owner shall have first provided the Engineer with written certification executed by an independent engineer licensed in the State in which the KCI office submitting this proposal is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an engineer performing professional services under similar circumstances. Such certificate shall be provided to the Engineer thirty (30) days prior to the presentation of any such claim or the institution of any arbitration or judicial proceeding.

11. TERMINATION

Either party shall have the right to terminate this agreement provided three (3) days written notice is given to the other party. In the event of termination, Client shall be liable for payment to KCI for all work performed, and expenses incurred, up to and including the day of termination.

It is understood and agreed that once the Work is started by KCI, only Client or Client's duly authorized representative shall have the authority to order the work stopped on its behalf and only by giving KCI written notice. Client may exercise the right to terminate only if it has made all payments due and owing to KCI.

It is further understood and agreed that, after a termination of the Agreement has been effected by client or its duly authorized representative in accordance with the notice referred to herein, Client or its duly authorizes representative may, within thirty (30) days of the notice to terminate, order work to resume on the project, provided KCI is given ten (10) days advance notice in writing as to when work shall resume. If Client fails to resume the work as provided herein, KCI shall have no obligation to resume the Work at any time thereafter.

KCI shall not be obligated to resume services under the Agreement until Client has paid all money previously due and owing by Client and a restart fee equal to ten percent (10%) of the balance remaining to be paid under the Agreement. KCI reserves the right to increase this restart fee if necessary, to cover the additional expenses generated by starting the Work back up after it has been stopped.

12. WARRANTY OF AUTHORITY TO SIGN

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of Client for whom or for whose benefit KCI's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to KCI in addition to any liability which Client may have.

13. NON-ALTERATION TO TERMS - WAIVER OF RIGHT

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client. Only an officer of KCI has authority to waive any matter or to amend the Agreement between KCI and Client.

The failure of KCI to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

If any term or part thereof is held to be invalid by a Court of competent jurisdiction, that term or part thereof shall be deemed deleted and the remainder of this Agreement shall continue in full force and effect and be binding upon the Parties.

14. THIRD PARTY BENEFICIARY

The Owner and Engineer agree that the services performed by the Engineer pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Owner or the Engineer to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by the Engineer pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

15. ENTIRE AGREEMENT

These General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding and insure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the place of business of the KCI office submitting this proposal.

Client Signature _____

Date _____

	NO. OF SHTS/MTG/ Submittals	HRS PER SHTS.	Project Manager	Senior Engineer	Design Engineer	Senior CAD Tech	CAD Tech	Traffic Engineer	Traffic Analysis (Modeling)	Report Graphic/ Format	Admin / Clerical	Sub Total Hours	Sub Total (Cost \$)
			\$70.39	\$58.11	\$44.42	\$39.42	\$21.34	\$32.21	\$65.32	\$38.29	\$20.27		
			\$207.10	\$170.97	\$130.69	\$115.98	\$62.79	\$94.77	\$192.19	\$112.66	\$59.64		

Utility Relocation plans

WSP FEES													
Exhibits	2	7	2	3	3	6						14	\$2,015.11
Application Form			2		1							3	\$544.90
CPE Coordination			8		2							10	\$1,918.22
Sub-Total			12	3	6	6						27	\$4,478.24
Percent Classification			55.5%	11.5%	17.5%	15.5%	0.0%	0.0%	0.0%	0.0%	0.0%	27.00	

CPE Fees

CPE APPLICATION FEES	No of Holes	Cost per hole	Total Cost
Application Fee			\$1,600.00
SUE Cost	12	\$250.00	\$3,000.00
Sub-Total			\$4,600.00
Percent Classification			

CPE Fees

CPE DEPOSIT	No of Holes	Cost per hole	Total Cost
Deposit (WSP TO USE FROM ORIGINAL APPLICATION)			\$5,000.00
Sub-Total			\$5,000.00
Percent Classification			

Total Not including Deposit

\$ 9,078.24