

**CITY OF SUGAR LAND  
STANDARD CONTRACT FOR  
GENERAL SERVICES**

Over \$50K  
(Rev. 9-5-17)

**I. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:**

**Date:**

**Date:**

**Title:**

**Title:**

**Company:** James Patterson Associates, Inc.  
dba White Oak Studio

**APPROVED AS TO FORM:**

DAnn Shu Smith

**II. General Information and Terms.**

**Contractor's Name and Address:** James Patterson Associates, Inc. dba White Oak Studio  
611 West 22<sup>nd</sup> Street, Suite 209  
Houston, TX 77008

**Description of Services:** Landscape Architecture Services for Phase 1 Development  
of Cullinan Park, Including Preparation of Construction  
Documents and Bid Phase and Construction Administration  
Services

**Maximum Contract Amount:** \$93,256.00

**Effective Date:** On the latest of the dates signed by both parties.

**Termination Date:** See III.C.

**Contract Parts:** This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

### **III. Standard Contractual Provisions.**

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered

architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of this statute, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

The City has approved a verification form, which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

#### **IV. Additional Terms or Conditions.**

A. The parties acknowledge that the scope of services included in the James Patterson Associates, Inc. dba White Oak Studio's Proposal for Landscape Architecture Services – Cullinan Park dated October 26, 2017, attached hereto as Exhibit A-3, includes work that will be performed by Contractor's sub-consultants. The City and Contractor acknowledge that such sub-consultants are providing their services directly to the Contractor and that execution of this Contract is not intended to, nor shall it, create a direct contractual relationship between the City and any such sub-consultants. Payment for all sub-consultants' services are to be paid directly to the sub-consultants by Contractor and not the City.

**V. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing
- A-2. House Bill 89 Verification (1 page)
- A-3. James Patterson Associates, Inc. dba White Oak Studio's Proposal for Landscape Architecture Services – Cullinan Park, dated October 26, 2017 (25 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)

**EXHIBIT A-1**

Certificate of Interested Persons with Certification of Filing

*(See Attached)*

**EXHIBIT A-2**

House Bill 89 Verification

*(See Attached)*

**EXHIBIT A-3**

James Patterson Associates, Inc. dba White Oak Studio's Proposal for Landscape Architecture  
Services – Cullinan Park, dated October 26, 2017

*(See Attached)*





# WHITE OAK STUDIO

LANDSCAPE ARCHITECTURE

October 26, 2017  
REV November 1, 2017

Mr. Joe Chesser, Director  
Sugar Land Parks & Recreation Department  
10405 Corporate Drive  
Sugar Land, TX 77478

RE: Proposal for Landscape Architecture Services – Cullinan Park

Dear Joe:

I am pleased to provide this proposal to continue work for Phase 1 development of Cullinan Park, specifically, to prepare Construction Documents and provide Bid Phase and Construction Administration services.

## PROJECT UNDERSTANDING

The scope of improvements will be as recently approved by your Department and the Cullinan Park Conservancy in Design Development and will include:

- Pre-Engineered Restroom and aerobic system
- Water line from the Airport to the restroom location to provide service for it and future improvements. Project intent is to bring water line under Oyster Creek, requiring a permit from the Gulf Coast Water Authority.
- Electrical service to the restroom location for proposed and future improvements, based on preliminary alignment prepared during Design Development.
- Selective understory clearing for safety and aesthetic objectives
- Concrete path from the picnic area to a proposed lake overlook
- Two concrete trailhead areas with custom etched patterns
- Boardwalk across a wetland area
- Lake Overlook Deck with seating and wildlife observation blinds
- Decomposed granite paths as allowed by the budget
- Custom Donor Recognition panel and markers
- Custom signs: Trailhead signs, trail signs and trail markers (Note: this proposal assumes that the City will provide trail maps and other graphics to be included on the sign. We can provide the services of a graphic designer for additional compensation if that is desired.)
- Benches, trash containers and drinking fountain
- Note: It is our opinion that the budget will not accommodate the addition of pavilion enhancements.

Construction Phase duration: This proposal is based on construction phase duration of 12 weeks involvement by our team, from Notice to Proceed to Final Acceptance.

Two Packages: Documents for the Restroom will be prepared and issued to the City in a stand-alone Restroom Package. The City will coordinate procurement and installation of the Restroom and aerobic sewage system, without our further assistance. We will coordinate design and documentation for the

Restroom building and system provided by the selected restroom manufacturer. It is our understanding that the City will work with a single vendor, enabling this arrangement.

Site Improvements Package: the balance of Phase 1 improvements will be prepared and issued for bid as a separate package, for which we will provide full services as described below.

## **SCOPE OF SERVICES**

We and our consultant team will provide the following services:

1. Restroom Package Construction Documents:
  - a. Prepare drawings and specifications suitable for pricing and construction for a pre-engineered restroom building. We will work with the City's selected vendor to select options and refine their basic design. We will verify the package is compliant with City codes and requirements, while the vendor will ensure compliance with state and local sewage system requirements. The Restroom Package will provide for the building and related aerobic sewage system to be complete and in-place, ready for connection to water and electricity, which will be part of the Site Improvements Package.
  - b. Issue the Restroom Package to the City for implementation, without our further involvement. The Restroom Package will include requirements for the Restroom vendor to make electrical and water hook-ups after those utilities are extended to the location as part of the Site Improvements Package.
2. Site Improvements Package Construction Documents
  - a. Refine and finalize the design for all components.
  - b. Mark trails and understory clearing onsite with flagging, paint and stakes, consistent with the Drawings and suitable for bidders to review and bid all proposed Work. Tree removal/protection and cross-path drainage pipes will be marked onsite as required to clarify the Drawings and adapt to site conditions. All site markings will be recorded diagrammatically in the Drawings.
  - c. Prepare complete, sealed Construction Documents (drawings and specifications) for all components, suitable for bidding and construction.
  - d. Conduct two review meetings with the City as required to familiarize Parks staff with the proposed improvements and to obtain City direction/feedback to incorporate into the final documents.
  - e. Coordinate with City code enforcement to ensure all proposed improvements are in compliance with City requirements.
  - f. Prepare bid form for City use in the 'Front End' of the Project Manual.
  - g. Provide all documents to City for public bidding.
3. Site Improvements Package Bid Phase Assistance
  - a. Arrange advertisement of the project bid on CIVCAST.
  - b. Attend Pre-Bid Meeting and site walk to familiarize bidders with the Work.
  - c. Assist City in response to bidders' RFIs and in preparation of Addenda.
  - d. Assist City in evaluation of bids and selection of Bid Alternates. Research on bidders' qualifications is not included in these services but is available for additional compensation.
4. Site Improvements Package Construction Administration
  - a. This proposal is based on 12 weeks construction phase assistance, from Notice to Proceed to Final Acceptance. Assistance beyond that timeframe is not included but is available for additional compensation.
  - b. Attend Pre-Construction Meeting and site walk

- c. Conduct standard construction administration activities, including clarification of the Documents, answering RFIs and coordination with the City and the Contractor to ensure the Work complies with the Construction Documents.
- d. Site Visits: conduct one site visit per week to observe construction progress and compliance with Construction Documents. Prepare written report and provide to the City.
- e. Conduct one Substantial Completion review when Contractor is complete with the Work and prepare a Punch List of deficiencies.
- f. Conduct one Final Acceptance review after Contractor successfully addresses all Punch List items.

## **CONSULTANTS**

The following consultants will serve as part of our team and are included in this Scope of Services and related compensation. Their proposals are attached for your reference. We include their services at cost, with no markup by White Oak Studio.

- Water Line engineering: KSA Engineering, Inc. (includes related surveying by subconsultant Tejas Surveying, Inc.
- Electrical engineering for power supply: Infrastructure Associates, Inc.
- Restroom design and engineering: Wallis Concrete, including required geotechnical borings performed by their subconsultant. Note that Walls' fee will be incorporated into their construction price as a design/build amount. Their design fee will be due from the City separately, additional to compensation described herein, if the City does not contract with Wallis for construction.
- Wetlands delineation and reporting: Crouch Environmental Services, Inc., related to Site 1 only as shown in their proposal. They will perform related to Site 1: Task 1a) Delineation Fieldwork, Task 1b) Delineation Reporting and at City discretion Task 1c) USACE Field Verification.
- Geotechnical Engineering for boardwalk and overlook: Tolunay-Wong Engineers, Inc.
- Note: Archeologist services are not included herein, with the assumption that the letter prepared during Design Development will provide sufficient documentation for the Texas Historical Commission. If THC requires more documentation or field work, we will solicit a proposal for that additional work from the archeologist.

To provide savings to the City we anticipate obtaining technical assistance for the boardwalk anchor system from a helical piling vendor based on our geotechnical engineer's soil design criteria. Helical piles will be used as a cost-effective anchor system for wood construction in wetlands and soft soil locations.

## **EXCLUSIONS**

The following is not included in the services or compensation described above, but can be provided for additional compensation:

1. City-requested changes to WOS and consultants' work products, where work has proceeded based on prior direction given by the City to White Oak Studio.
2. Meetings additional to those described above.
3. Graphic design for signs, including text and images.

## COMPENSATION & PAYMENT

### Basic Services

White Oak Studio	
Construction Documents	\$32,000
Bid Phase	\$1,500
Construction Phase	\$11,400
KSA Engineering	
Construction Documents	\$14,000
Bidding & Construction Phase	\$3,000
Infrastructure Associates	
Construction Documents	\$4,000
<u>Bidding &amp; Construction Phase</u>	<u>\$1,500</u>
Total Basic Services Fee	\$67,400

### Additional Services

Tolunay-Wong Engineering, Inc.	\$5,500
Waterline Surveying (KSA / Tejas)	\$5,106
<u>Crouch Environmental Services</u>	<u>\$10,500*</u>
Total Additional Services Fee	\$21,106

### Estimated Reimbursable Expenses

White Oak Studio mileage, printing, etc.	\$2,000
GCWA Application and Agreement for	\$2,750
<u>water line Oyster Creek crossing</u>	
Total Estimated Reimbursable Expenses	\$4,750

### COMPENSATION SUMMARY

TOTAL FEE	\$88,506
<u>TOTAL ESTIMATED EXPENSES</u>	<u>\$4,750</u>
TOTAL COMPENSATION	\$93,256

\*See Crouch proposal for services included in this amount. Some increase in fee may occur if required by USACE requirements after initial submittal.

Billing and Payment: we will invoice the City monthly for the portion of work actually completed, plus any related expenses. Payment will be due upon receipt of the invoice.

Reimbursable expenses incurred by White Oak Studio in the performance of this work are not included in the fee, and will be billed to the City, at our cost plus 10% administrative cost.

We appreciate the opportunity to provide this proposal and look forward to work with you on this exciting project. If this proposal meets with your approval, prepare a consulting agreement for execution. If you have questions, please do not hesitate to contact me.

Sincerely,



Jim Patterson, ASLA LEED AP

President – James Patterson Associates, Inc. dba White Oak Studio



September 27, 2017

Mr. Jim Patterson ASLA LEED AP  
White Oak Studio  
611 West 22nd Street, Suite 209  
Houston, Texas 77008

**RE: Environmental Consulting Services Proposal  
Cullinan Park Phase One Improvements  
Sugar Land, Fort Bend County, Texas**

Dear Mr. Patterson:

Thank you for allowing Crouch Environmental Services, Inc. (CESI) the privilege of submitting a proposal to White Oak Studio (herein referred to as the client) to provide environmental consulting services involving SITE 1 totaling 1.92 acres (ac) and located within the existing Cullinan Park property located in Sugar Land, Fort Bend County, Texas. Additionally, the costing estimate provides tasks for SITE 2 and SITE 3 totaling 2.77 ac. An aerial photograph provided by the client and depicting the limits of the project site(s) is attached.

## **SCOPE OF WORK**

### **Task 1 - Jurisdictional Delineation and Verification of Waters of the U.S., Including Wetlands**

In order to determine if any potentially jurisdictional waters of the U.S. (WOUS), including wetlands, exist, on the project site, CESI will delineate the boundaries of all aquatic features and determine their potential jurisdictional status through records and literature review, intensive field surveys, and coordination with the U.S. Army Corps of Engineers (USACE) and the Environmental Protection Agency (EPA). CESI will identify and delineate the following within the project site:

- All potential jurisdictional WOUS, including wetlands
- All non-jurisdictional wetlands
- All non-jurisdictional watercourses

#### ***1A. Delineation Fieldwork***

All wetlands will be delineated in accordance with the procedures mandated in the USACE *1987 Wetland Delineation Manual* (Manual) and November 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain* (Version 2.0). The Ordinary High Water Mark (OHWM) or Mean High Water (MHW) of all waterbodies will be delineated in accordance with standard procedures set forth by the USACE. The delineation will adhere to industry standards utilized on similar projects in similar areas by environmental professionals. All boundaries shall be surveyed with sub-meter Global Positioning System (GPS) technologies that are consistent with the methodologies generally accepted by the USACE. Should the client require a registered survey of the delineated areas to be performed by a licensed surveyor, this survey must be contracted separately under an additional cost proposal.

#### ***1B. Delineation Reporting***

CESI will compile a draft WOUS Delineation Report. The report will include a discussion of the natural resources found on the project site, including vegetation and soils, along with the results of the field investigation for jurisdictional wetlands and waters. The report will include:

- Wetland/upland data sheets

- Site map indicating the size and location of wetlands based on GPS measurements
- Site map indicating the locations of wetland/upland data points
- Approved Jurisdictional Determination (AJD) forms or Preliminary Jurisdictional Determination (PJD) forms, as determined by the client
- Minimum of 10 site photographs
- Vicinity map
- Federal Emergency Management Agency (FEMA) 100-year floodplain map
- Historical United States Geological Survey (USGS) topographic maps
- Natural Resources Conservation Service (NRCS) soils map
- Historical aerial photographs
- United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) map
- Light Detection and Ranging (LIDAR) map
- Infrared Map
- Table listing physical characteristics of all waterbodies, including average water depth, length of feature, width and depth of OHWM, width of high bank to high bank, substrate composition, and water flow direction
- GIS Shapefiles indicating collected wetland and waterbody boundaries

Following client review, CESI will submit the report to USACE for verification and jurisdictional determination.

#### ***1C. USACE Field Verification, OPTIONAL (dependent on USACE requirements)***

This task is required if the client wishes to determine the jurisdictional status of the delineated wetlands and/or waterbodies.

The USACE and/or EPA will verify the boundaries of those areas delineated that may be within their jurisdiction utilizing the draft WOUS Delineation Report. This verification may be conducted from their offices (desk audit) or performed in the field at the proposed project site. CESI assumes that the verification will consist of a field inspection for this project.

CESI will accompany a USACE representative in the field during the Approved Jurisdictional Determination (AJD) verification process. It is assumed that one USACE verification meeting will be required that will last no longer than one eight-hour day. Additional verification meetings can be performed at additional cost through a separate cost proposal.

As a result of the USACE field visit, the USACE may request that changes be made to the delineated boundaries. This revised information would be provided to the USACE as a revised report or supplemental information and survey. Because it is not known whether the USACE will request boundary revisions, or what the extent of any such revisions might be, this effort would be an additional service and is not included in this scope of services. This work can be performed at an hourly rate per the attached rate schedule.

#### **Task 2 - Pre-Application Meeting with USACE, OPTIONAL**

CESI will request a pre-application meeting with the USACE to introduce the design plans of the projects to the USACE, to share the anticipated impacts, to discuss conceptual mitigation alternatives, and to solicit regulatory feedback from the USACE into the design of the project early in the potential permitting process. CESI will prepare for the meeting by creating graphics and preparing any other visual materials necessary to effectively communicate the proposed project plans to the USACE. CESI assumes one meeting in Galveston (USACE Galveston District offices).

#### **Task 3 - USACE Nationwide Permitting, OPTIONAL (dependent on USACE requirements)**

Based on the total impacts the proposed project may have on WOUS, USACE permitting may be required. The USACE determines required permitting by acres of impact (see below). Costing for Nationwide Permitting (NWP) - Recreational Facilities is included and discussed below. If it is determined that an Individual Permit (IP) is required, CESI can provide that cost in a separate proposal.

A USACE permit will be required if the proposed project includes any amount of fill within and/or impacts to USACE Section 404 jurisdictional wetlands. Impacts can be caused by construction and pouring of concrete material, construction of structures, and/or paving. Impacts may be avoided by utilizing construction methods including driving piles and constructing elevated boardwalks.

USACE PERMIT	ACRES of IMPACT THRESHOLD	ESTIMATED TIME FRAME
NWP 42 (Recreational Facilities) with Required Pre-Construction Notification (PCN) for All Activities	<ul style="list-style-type: none"> <li>Up to 0.5 acres on wetlands</li> <li>Up to 300 linear feet of stream(s)</li> </ul>	8-10 months
IP	<ul style="list-style-type: none"> <li>&gt;0.5 acres of wetlands</li> <li>&gt;300 linear feet of stream(s)</li> </ul>	12-18 months

In association with NWP 42, a PCN is required for any activities and will include information needed to quantify impacts to WOUS, including wetlands (if applicable). The WOUS Report and T&E Assessment Report will be submitted with the PCN, along with permit drawings and exhibits depicting the proposed project (engineering drawings provided by the client). It is also assumed CESI will receive pertinent engineering information from the client including required Best Management Practices (BMPs), cut/fill calculations, detailed design drawings, and associated structures that may require evaluation and permitting and that the client will provide these drawings in GIS or a compatible format that is georeferenced before a draft PCN will be written. CESI will also prepare and submit a TCEQ Tier I Checklist as required. CESI will assist the client in compiling the correct information for the PCN submittal.

It is assumed that the project would be under any thresholds for review by TCEQ as a Tier II project, and therefore preparation of a Tier II Questionnaire and Alternatives Analysis Checklist is not included in this Scope of Work.

The PCN will include a brief narrative and/or the reports on potential threatened and endangered species issues and cultural resources issues. No issues to these regards are expected as a result of implementation of this project, although language to this regard will need to be included in the PCN.

If it is determined that wetland mitigation is required for the proposed project, wetland mitigation credits will need to be purchased. It is assumed that the client would obtain credits from an USACE approved wetland mitigation bank. The purchasing price of the credits is not included in this scope. Costing for mitigation can only be determined after a field survey is completed. Scope of Work to prepare an application for credits and coordinate with a mitigation bank is included in **Task 4A and 4B**.

### ***3A. Ecological Modeling, if required for Mitigation***

Once wetland impacts are determined through development of the NWP application, CESI will run an ecological modeling to determine the values and functions that will be required to be mitigated for. It is assumed that only one ecological model may be required for completion of this task: riverine herbaceous iHGM model.

The iHGM analysis will calculate the proposed ecological function and value of wetlands (based on certain biological and chemical functions and values) proposed to be impacted by the proposed project and proposed to be constructed as compensatory mitigation. CESI will obtain data for the analysis by incorporating specifications from the proposed mitigation design and from other publicly available information including but not limited to aerial photographs, topographic quadrangle maps, FEMA floodplain maps, and other reference materials.

Analysis using iHGM will be conducted by establishing one wetland assessment area (WAA) for each wetland community type. Under this proposal, CESI will assess no more than a total of 12 iHGM data points from within both the proposed impact site and the proposed mitigation site. The iHGM datasheets will be filled out using Microsoft Excel® software.

Based on current requirements by the USACE – Galveston District, the iHGM methodology is appropriate for determining the appropriateness of compensatory mitigation and will satisfy USACE requirements for any mitigation crediting. Should the USACE determine at a later date that a different approach is necessary, this work can be performed at additional cost under a different scope.



CESI will provide the client with the results of the iHGM analysis in a letter report. This letter report will include a description of the proposed impact and mitigation site, a list of assumptions made for the model, maps depicting the WAA's, iHGM dataforms, and the functional capacity units (FCUs) that the proposed compensatory mitigation site would provide. The functional units impacted versus the functional units proposed to be created by the compensatory mitigation will be evaluated and will be used to determine the acreage of mitigation that will be required to fully compensate for the proposed wetland impacts.

### ***3B. Mitigation Plan, if Required***

For the purpose of costing, it is assumed that if mitigation is required, a compensatory mitigation will include purchasing credits from a mitigation bank, the compensatory mitigation plan will include the following components: baseline information results of the ecological modeling, and process for determination of credits and proposed mitigation ratio.

The plan will also include various maps and figures to help illustrate the proposed mitigation plan including:

- Vicinity map
- Plan view
- Cross section view

The Scope of Work for mitigation planning does not include deed restriction and/or recordation of conservation easement costs, construction estimation costs, construction costs, vegetation planting costs, and mitigation compliance monitoring costs. Should these services be required, CESI can submit an additional proposal to conduct these work activities.

## **COST ESTIMATE**

The following cost estimates are for the tasks described above in the Scope of Work. Selected Scope of Work will be billed on a time and materials, not to exceed basis, per the attached 2017 Rate Sheet (see enclosed).

### **OPTION 1 Cost Estimate for SITE 1**

<b>Task</b>	<b>Cost Estimate</b>
1. Jurisdictional Delineation and Verification of Waters of the U.S., Including Wetlands	--
1A. Delineation Fieldwork	\$3,000.00
1B. Delineation Reporting	\$5,500.00
1C. USACE Field Verification, OPTIONAL	\$2,000.00
2. Pre-Application Meeting with USACE, OPTIONAL	\$1,600.00
3. Clean Water Act Permitting – Nationwide Permit – 43 Recreational Facilities with PCN, OPTIONAL	\$8,000.00
3A. Ecological Modeling, if Required for Mitigation, OPTIONAL	\$2,500.00
3B. Mitigation Plan (Coordination with Mitigation Bank), if Required for Mitigation, OPTIONAL	\$1,200.00
TOTAL without OPTIONAL TASKS	\$8,500.00
TOTAL with OPTIONAL TASKS	\$23,800.00



**OPTION 2**  
**Cost Estimate for SITE 1, SITE 2, and SITE 3**

Task	Cost Estimate
1. Jurisdictional Delineation and Verification of Waters of the U.S., Including Wetlands	--
1A. Delineation Fieldwork	\$7,500.00
1B. Delineation Reporting	\$5,500.00
1C. USACE Field Verification, OPTIONAL	\$2,200.00
2. Pre-Application Meeting with USACE, OPTIONAL	\$1,600.00
3. Clean Water Act Permitting – Nationwide Permit – 43 Recreational Facilities with PCN, OPTIONAL	\$8,000.00
3A. Ecological Modeling, if Required for Mitigation, OPTIONAL	\$2,500.00
3B. Mitigation Plan (Coordination with Mitigation Bank), if Required for Mitigation, OPTIONAL	\$1,200.00
TOTAL without OPTIONAL TASKS	\$13,000.00
TOTAL with OPTIONAL TASKS	\$28,500.00

## DELIVERABLES

CESI will submit a draft PCN to the client for review. Up to one electronic copy (PDF) would be provided for one round of review. After client comments are incorporated, CESI will submit a final PCN to the USACE for review and approval. CESI will act as the client's agent on the project. CESI will then coordinate the permit process with both the USACE and the client. It is assumed that only one request for additional information will be requested by the USACE. Additional requests, provided they are not considered CESI errors, can be accomplished at additional cost.

## ASSUMPTIONS

This proposal presents the normal elements of environmental work that are typically required to complete this type of project. No project task will be performed without the prior approval of the client, and only those costs associated with each task will be billed. CESI makes the following assumptions regarding this proposal:

- CESI will be granted right-of-entry to the project site prior to beginning fieldwork, including keys and access codes
- CESI will be provided shapefiles, CAD files, and/or Microstation files that are georeferenced in a mutually agreeable electronic format prior to commencing fieldwork
- Should the project limits detailed in this proposal or project design change following the commencement of work by CESI, a change order may be required for any additional work that would be required as a result of the change in project limits and/or project design.
- It is assumed that this project will be eligible under a NWP 42. If proposed project impacts are exceed the NWP limit of 0.5-ac, an IP will be required. CESI can provide a costing for an IP at that time.
- It is assumed that field work will be completed in one day (SITE 1 only) or three days (SITE 1, 2, and 3). If additional mobilizations are required, time will be charged according to the 2017 Rate Sheet attached at approval of the client.
- Services not included in this Scope of Work include Cultural Resources review and a Threatened and Endangered Species and Habitat Assessment. These components have been previously completed for the proposed project.

All items not included in this proposal can be performed, if required, through a separate cost proposal.

## SCHEDULE

CESI can begin the work outlined in **Task 1 and 2** within 14 business days of receipt of the Notice to Proceed. Scheduling of the remaining tasks is subject to change based on client schedule, fieldwork results, meeting schedules, reproduction of data, and USACE workload and manpower.

If you approve CESI to proceed with the services outlined in this proposal, please sign and return an executed copy of this entire document to CESI indicating which tasks are initially authorized. Additional signed proposals indicating additional authorized tasks

can be submitted at a later date. Acceptance and signed approval of this proposal indicates acceptance of the attached General Terms and Conditions and CESI's review process document entitled "The Ten Steps of Work Product Preparation and Review."

CESI provides this proposal as our recommended approach to meeting the stated project objectives. Our approach is based on many years of experience, and we anticipate that the project objectives will be met. However, CESI cannot and does not guarantee the schedule required for regulatory agency action, approvals, and permitting. Agency requests for additional information, analyses, and studies will require additional costs that would be borne by the client. Permit requests may be denied, or offered in terms that may not meet Client expectations. CESI's fees are due and payable independent of the success or failure of environmental regulatory permit actions.

Thank you for requesting a proposal from us to assist you with this project. Please call me at (713) 868-1043 or email me at [claire@crouchenvironmental.com](mailto:claire@crouchenvironmental.com) if you have any questions. We look forward to working with you on this project.

Sincerely,



Claire Garvin  
Director of Environmental Services

Enclosures:      Proposed Project Exhibit  
                         Standard Billing Rate Schedule – CESI 2017  
                         General Terms and Conditions – CESI 2017

**Approved and Accepted by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## Proposed Project Exhibit





Site 1  
(1.92 ac)

Site 2  
(2.21 ac)

Site 3  
(0.56 ac)



White Oak Studio  
Cullinan Park Phase One Improvements  
2015 AERIAL PHOTOGRAPH WITH  
SUBJECT PROPERTIES  
Fort Bend County, Texas



**Standard Billing Rate Schedule – CESI 2017**  
**General Terms and Conditions – CESI 2017**



## Standard Billing Rate Schedule

### Environmental Regulatory Compliance, Communications, and General Consulting Services:

Title	Hourly Rate*
Senior Principal	\$225
Managing Principal / President	\$180
Senior Project Manager /Director of Environmental/ Director of Communications	\$140
Project Manager	\$125
Senior Environmental Planner/Scientist	\$125
Environmental Planner/Scientist	\$105
Associate Environmental Planner/Scientist	\$85
Assistant Environmental Planner/Scientist	\$75
Senior Communications Specialist	\$125
Communications Specialist	\$105
Associate Communications Specialist	\$85
Assistant Communications Specialist	\$75
Senior GIS Specialist	\$105
GIS Specialist	\$85

*\*Delivery of expert testimony or depositions will be made at 150% normal rates.*

### Direct Costs, Travel, and Equipment

Item	Unit Price
Photo copies (Black and White 8.5x11 / 11x17)	\$0.15 / \$0.20 / ea
Photo copies (Color 8.5x11 / 11x17)	\$1.00 / \$1.50 / ea
Postage	<i>Standard Postage Rates</i>
Vehicle Mileage (or current IRS 2017 Standard Mileage Rates)	\$0.53.5/mile

### Equipment

Boat and Motor (including trailer), plus direct fuel cost	\$1,400.00 / day
ATV (including trailer)	\$200.00 / day
Digital Video Camera	\$125.00 / day
Global Positioning System (Trimble GeoXT)	\$120.00 / day

### Summary of Terms (see General Terms and Conditions for additional details):

Invoices are payable within 15 days of invoice date unless otherwise approved by CESI. Late payment is subject to a 2 percent per month administrative fee. We reserve the right to require a retainer at our discretion. Subcontractors, expenses, and other direct costs will be charged at actual cost plus a 10 percent administrative burden fee.



**CLIENT CONTRACT  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS:** "CESI" shall mean Crouch Environmental Services, Inc. and "OWNER" shall mean the client named in the Agreement. "Agreement" shall mean the authorizing document, such as the contract, purchase order, or approved CESI proposal, allowing CESI to proceed with services provided to OWNER.

**STANDARD OF CARE:** The standard of care applicable to CESI's services will be the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as CESI provides to OWNER under the Agreement.

**ACCESS:** The OWNER shall furnish all access to property and rights-of-way for the performance of CESI's services.

**ESTIMATES:** Estimates of cost of construction, financing, acquisition of real or personal property or rights-of-way shall be made in accordance with generally accepted professional practices and procedures. However, CESI has no control over construction costs, competitive bidding and market conditions, nor costs of financing, acquisition of real or personal property or rights-of-way; and CESI does not guarantee the accuracy of such cost estimates as compared to actual cost or bids.

**CONSTRUCTION PHASE:** CESI shall not be responsible during the construction phase for the construction means, methods, techniques, sequences or procedures of construction contractors, installers or suppliers, or the safety precautions and programs incident thereto.

**PAYMENT and FEES:** Payments shall be made within fifteen (15) days by the OWNER to CESI based on invoices submitted by CESI. The OWNER shall make payment, in the event of a paid-when-paid contract, within five (5) days of OWNER receiving payment. The OWNER shall also pay CESI a late payment charge for any payments not made within fifteen (15) days of the date of applicable invoices at the rate of 2.0% per month. Subcontractors, expenses, and other direct costs will be charged at actual cost plus a 10% administrative burden fee.

**TIME OF PERFORMANCE:** CESI shall commence work upon receipt of written notice to proceed from the OWNER and shall complete the work within the time period set forth in the Agreement, subject to any delays caused by the OWNER, other agencies involved in the work or any other parties or events not under the control of CESI.

**SUSPENSION OR TERMINATION:** In the event the work is terminated or suspended by the OWNER prior to the completion of the Agreement, CESI shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension.

**LEGAL COST, PERMITS, FEES, ETC.:** The OWNER shall furnish or compensate CESI for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by CESI. CESI cannot and does not guarantee the schedule required for regulatory agency action, approvals, and permitting. Agency requests for additional information, analyses, and studies will require additional costs that would be borne by the Client. Permit requests may be denied, or offered in terms that may not meet Client expectations. CESI's fees are due and payable independent of the success or failure of environmental regulatory permit actions.

**CHANGES:** The OWNER may, at any time prior to the completion of the services, direct, in writing, any changes to the services, including but not limited to the revision of the scope of services, time period, or schedule of performance. CESI shall perform such changes to the services as directed by the CLIENT in writing and shall be paid for such services at rates established by the Agreement, or as may be otherwise agreed between the OWNER and CESI. CESI will not be responsible for changes in regulations, codes, statutes, rules, or guidance governing the services provided by CESI that occur during or after the performance of services.

**INDEMNIFICATION:** Except as stated below, CESI shall indemnify and save harmless the OWNER from claims, losses, lawsuits or expenses caused directly by CESI's sole negligent acts and errors or omissions in the performance of CESI's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances in the Project, including removal, disposal or cleanup or environmental liability, the OWNER shall indemnify, save harmless and defend CESI from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of CESI's services, or claims against CESI arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

**LIMIT OF LIABILITY:** To the fullest extent permitted by law, the OWNER agrees to limit CESI's liability to the OWNER and to all construction contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to CESI's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of CESI to all those named shall not exceed the total fee for CESI's services rendered in the project. Under no circumstances shall CESI be liable to the OWNER for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including CESI's fault or negligence.

**COMPLIANCE WITH LAW:** CESI shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

**SEVERABILITY:** If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**DEFENSE OF CLAIMS:** In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, OWNER agrees to compensate CESI for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which CESI is a party nor to cases where such services are part of the agreed scope of services.

# The 10 Steps to Successful Work Product Preparation and Review

***CESI assumes that the Owner will comply with the following preparation and review procedure unless specified otherwise in the Agreement.***

Step 1. The author prepares the work product (documents, images, figures, etc.) according to the scope of work and the client's directions. The author then takes responsibility for reviewing his/her own work. Each professional is responsible for presenting work product in draft form that, as far as they know, is the final product. The overall goal is to have no comments from reviewers!

Step 2 (Concurrent with Step 3). The author's internal QA/QC review team comprised of two staff reviewers and a principal (not the client) reviews the product and makes comments. This part of the process is iterative, and a detailed review checklist is extremely valuable during this cycle. Reviewer #1 reviews the work product, the author incorporates that reviewer's comments, and passes the work product to reviewer #2. Reviewer #2 reviews the work product and the author incorporates those changes. Finally, the author transmits the work product to a principal for high level review. High level review consists of answering: "What may be missing?", "Was the scope of work fulfilled?", "Is the work product quality (writing, figures, data collection, etc.) in alignment with the company's values?", "Is the product in alignment with the client's wishes and culture?", etc.

Step 3. The author is responsible for incorporating all comments received by internal reviewers. If there is disagreement about a comment during the process, the author is responsible for resolving the conflict with all reviewers. During Steps 2 and 3, communication is vital. It is advisable to have a third person check each comment and make sure that all changes are incorporated into the work product after each internal review cycle.

Step 4. Once all changes requested internally have been incorporated into the work product, thus making the work product "final" as far as the internal process is concerned, the work product is transmitted to the client for the first time. At this time, in the client's eyes, this is a "first draft" work product. The work product will be labeled "DRAFT" for the client's convenience.

Step 5. The client reviews the work product. The client's responsibility is to provide *ALL* comments during this review period. If there are multiple reviewers within the client organization, the client project manager is responsible for consolidating all comments received, resolving any conflicts regarding the comments, and presenting to the author a consolidated list of requested changes.

Step 6. The work product's original author responds to all of the client's comments. This may require changes in the work product or further discussion between the author and the client to resolve conflicts that would make the work product incorrect. The client's preferences and requested changes, as presented in Step 5, should be accepted by the author and incorporated



into the work product as requested unless incorporating the comment would make it misleading or inaccurate. Again, communication is key here.

Step 7. An internal reviewer (typically just one) checks the work product again to make sure all client changes have been incorporated and that the work product, as changed, is correct.

Step 8. The author sends the revised work product to the client. This is called a “final draft” work product, and *no new comments* are provided to the author at this time. The client checks to make sure that requested changes have been made. There may be limited “comments on the comments” if re-writing has been required. However, there should be *no new comments* on the information previously presented.

Step 9. The author incorporates any comments that have inadvertently been missed or misunderstood and issues a “Final” work product.

Step 10. The “Final” work product is transmitted to the client, used in presentation materials, or otherwise accepted by both the author and the client.

August 25, 2017

Mr. Jim Patterson, ASLA LEED AP

**White Oak Studio**  
611 West 22<sup>nd</sup> Street, Suite 209  
Houston, Texas 77008

*via email*  
*jpatterson@wos-la.com*

**RE:   *City of Sugar Land Cullinan Park***  
***6" Water Line Extension to Cullinan Park from north side of Sugar Land Regional Airport***  
***KSA Job No. WOL.001M***  
***Proposed Scope of Services and Fees***

Dear Mr. Patterson:

KSA Engineers, Inc. (KSA) is pleased to present this letter to serve as our proposal for providing White Oak Studios with professional services associated with the 6" Water Line Extension – to Cullinan Park from the north side of Sugar Land Regional Airport. It is KSA's understanding that professional services for the 6" water line extension project will consist of preliminary design, estimating, final design, and bidding and construction administration. The project and scope of services for this project are more thoroughly defined below.

### **Project Description**

The City intends to extend a 6" water line located on Sugar Land Regional Airport (Airport) from the existing 8" water line located along Hull Lane and extend it north across Oyster Creek, through trees in Cullinan Park and then parallel to the existing driveway and terminate it at the location of future restrooms being design by White Oak Studio. The City of Sugar Land determined the 6" diameter and will reserve the right to change the final diameter and will have the responsibility of that decision.

- 2,500 linear feet of PVC 6" water main (final length depends upon alignment determined during design)
- Cased boring under Oyster Creek
- Submit Crossing agreement to (Gulf Coast Water Authority GCWA)
- Gate valves
- Fire hydrants
- Ductile iron fittings

### **Scope of Work**

We propose to accomplish the design, bidding and construction administration for the 6" Water Line Extension – to Cullinan Park from the north side of Sugar Land Regional Airport with the following tasks:

Preliminary Design Phase Services:

1. Including research and investigation/conversation with the Airport and Parks Department as necessary.

Assumes no face-to-face meetings required with Parks Department to review design; (KSA would like White Oak to know we are just minutes from the Parks Department and the airport.

2. KSA will perform field surveys necessary for the design.
3. Combine surveys from Costello and KSA's subconsultant. KSA assumes Costello will provide line codes, ascii files, benchmarks, etc. from there .dwg digital file

**Preliminary Cost Estimate:**

1. Prepare Engineers Conceptual Opinion of Probable Project Cost (ECOPPC)
2. Review ECOPPC with White Oak for review and comment

**Final Design Phase Services:**

1. Prepare plans, technical specifications, special conditions and bid form. Plans and specifications will include SWPPP, required FAA form 7460. The City will provide standard front end documents
2. SLRA airport safety requirements and phasing plan for construction of water line
3. Submit Application to GCWA
4. Submit Crossing Agreement to GCWA
5. Update final cost estimate as required
6. Submit for White Oak & City of Sugar Land review
7. Provide White Oak with five (5) complete sets of contract documents.

**Bidding and Construction Phase Services:**

1. Prepare and provide necessary addendums to bidders
2. Assist White Oak with reference checks for the utility contractor
3. Submittal review
4. Provide construction document interpretation and contractor's request for information.
5. Provide 2 site visits during construction to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents.
6. Provide record drawings to City of Sugar Land and GIS data in the format required by the City of Sugar Land attached to this fee proposal

**Schedule & Milestones**

KSA proposes to perform the basic services listed above in accordance with the schedule and milestones listed below:

1. Receive NTP from the City for the Design Phase Services.
2. Complete site design topographic survey within 30 calendar days of Design Phase NTP.
3. Submit preliminary plan submittal for review within 45 calendar days of Design Phase NTP.
4. Submit final design plan submittal for review within 75 calendar days of receipt of White Oak & City's review comments.
5. Submit final plan submittal including technical specifications, bid form and final construction cost estimate within 30 calendar days of receipt of City's review comments for final design submittal.

**Compensation**

KSA proposes to provide the basic services listed above as lump sum and reimbursable. The breakdown of the fee associated with each phase of the project is as follows:

Design Topographic Survey      \$5,106 subconsultant +15% lump sum

Preliminary Design	\$6,000 lump sum
Preliminary Estimate	\$1,000 lump sum
Final Design	\$7,000 lump sum
GCWA Application	\$250 Reimbursable
GCWA Crossing agreement	\$2,500 Reimbursable
Bidding Phase CA & closeout	\$3,000.00

Total Lump Sum Fee	\$22,106
Total Reimbursable Fee	\$2,750

KSA proposes to use Tejas Surveying Inc. of Sugar Land Texas for the design phase surveying and easement preparation. The fee for design phase surveying reflects the subconsultant's total fee plus a 15% markup for KSA to cover overhead and administrative expenses associated with subconsultant. A copy is attached.

Additional services not included with this proposal can be provided in accordance with our current Schedule of Hourly Fees transmitted with this proposal. No additional work will be performed without the White Oak Studio prior written approval.

Invoices will be submitted monthly based on an estimate of percent complete.

#### **Proposal Acceptance**

Please let us know if this proposal is acceptable to the White Oak Studio

We appreciate this opportunity to provide these services for the City. If you have any questions regarding this proposal, please do not hesitate to call.

Respectfully,

KSA Engineers, Inc.

---

Philip W. Huseman, P.E.  
Office Principal

Attachments    GIS Utility Data Requirements  
                      Additional Services  
                      Schedule of Hourly Fees

Preliminary Design	\$6,000 lump sum
Preliminary Estimate	\$1,000 lump sum
Final Design	\$7,000 lump sum
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#### **Proposal Acceptance**

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Respectfully,

KSA Engineers, Inc.



Philip W. Huseman, P.E.  
Office Principal

Attachments    GIS Utility Data Requirements  
                      Additional Services  
                      Schedule of Hourly Fees

## GIS Utility Data Requirements

GIS data will need to be captured for Sanitary, Water and Drainage networks. The contractor will be provided with a file geodatabase by the City. The file geodatabase contains feature datasets for each of the utility requirements as well as feature classes for each feature that needs to be captured.

Subtypes and Domains are also provided within the file database. These relate to pipe size, material etc. Flow line depth will also need to be captured for all gravity lines as well as depth for water lines.

Items to be captured include:

Water:

- wHydrant
- wSystemValve
- wFitting
- wNetworkStructure
- wPressurizedMain
- wPump

Sanitary:

- sManhole
- sCleanOut
- sGravityMain
- sLaterallLine
- sNetworkStructure
- sPressurizedMain

Drainage:

- dCatchBasin
- dDischargePoint
- dGravityMain
- dManhole

Some datasets have additional features. Only the above are required. For any questions please contact the GIS Division at 281-275-2709

## **Additional Services Not Included**

Specific changes not included in KSA's scope of work are listed below. Additions and/or changes to the "*Scope of Work*" will be considered "*Additional Services*" with their related fees either negotiated or charged in accordance with the attached KSA current rate schedule. Items listed below are specifically not included in this proposal and therefore will be considered "*Additional Services*" if required.

- Construction staking surveying
- Geotechnical investigation, soils report, and pavement section recommendations
- Private utilities (gas, electrical, lighting, telephone, and cable television)
- Traffic control design and plans
- Fire code related services
- Landscape and irrigation
- Miscellaneous site design such as fencing, site lighting, and signage
- Environmental site assessments
- Storm water detention designs
- Storm water quality management plan (SWQMP)
- TDLR (ADA) submittal, coordination, and plan approvals
- Plan review and approval submittals to public agencies
- Permitting services (construction permits to be obtained *By Others*)
- Resident Project Representation
- Governmental and/or public agency fees, charges, or assessments including permit fees not shown on the fee proposal letter.



### 2016 SCHEDULE OF HOURLY FEES

Principal	\$205.00/hour
Senior Environmental Planner	\$200.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Urban Design Planner	\$175.00/hour
Electrical Engineer	\$170.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$165.00/hour
Project Manager	\$140.00/hour
Senior Project Engineer	\$130.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$100.00/hour
Senior Project Architect	\$140.00/hour
Project Architect	\$120.00/hour
Design Architect	\$100.00/hour
GIS Analyst	\$130.00/hour
GIS Specialist	\$110.00/hour
Senior Engineering Technician	\$110.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$ 90.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 75.00/hour
Project Assistant	\$ 70.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 75.00/hour
Project Representative	\$ 70.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Four-Man Survey Crew	\$175.00/hour
Three-Man Survey Crew	\$150.00/hour
Two-Man Survey Crew	\$125.00/hour
Registered Surveyor	\$125.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging, Copies, Printing)	Actual Cost
--	-------------

Outside Consultants	Cost + 15%
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\*Subject to adjustments on annual basis.



**TEJAS SURVEYING, INC.**

*Firm No. 10031300  
12621 W Airport Blvd., Suite 100  
Sugar Land, TX 77478*

August 24, 2017

Mr. Philip Huseman, P.E.  
KSA Engineering, Inc.  
816 Park Two Drive  
Sugar Land, TX 77478

Via Email: phuseman@ksaeng.com

Dear Philip:

We hereby propose to provide the following services in accordance with the specifications set forth for an amount of FOUR THOUSAND FOUR HUNDRED FORTY AND NO/100 DOLLARS (\$4,440.00):

Perform a topographic route survey for the proposed waterline location as shown on the attachment from an existing connection point on the north side of Hull Lane, going northward approximately 720 linear feet, crossing Oyster Creek and continuing through a wooded area, to the Cullinan Park entrance road, and then westerly approximately 850 linear feet along the existing park road until the Costello topographic information is tied and overlapped. The route survey shall include a 50' x 50' thumbnail of the connection point, plus all improvements within 50 feet of the designated route, and all improvements within 50 feet of the centerline of the park road. Elevations will be taken as sections at 50 foot intervals, plus grade breaks, with natural ground elevations taken on center and 25 feet each side of the centerline of the route in open areas, and across Oyster Creek. . In the wooded area (approximately 300 feet), only centerline elevations will be observed. The sections of Oyster Creek will include top of bank, toe of bank, the water surface elevation and bottom contour of the creek. The work product shall be as described in the KSA Design Topographic Survey Requirements specifications provided in connection with KSA Project SG.096, 16" Water Line Extension. The work product shall be prepared at a scale of 1"=30' in grid position, and shall include five full size signed and sealed prints, the Autocad drawing file (in grid position), and Ascii point file (in grid position).

If gas pipeline markers are encounter, the pipeline company noted on the marker will be contacted and requested to probe their line where the route appears to cross, and the depth of the probes and natural ground elevations will be recorded on the topographic map at an additional cost of \$600 per pipeline.

Please allow fifteen days for preparation of the document once written authorization to proceed has been granted. Payment shall be due and payable in accordance with the KSA master agreement.

Respectfully submitted:

Accepted by CLIENT:

---

Randy S. McClendon, RPLS

---

By:

Title:

Dated: \_\_\_\_\_

**EXHIBIT B-1**

Requirements for all Insurance Documents

*(See Attached)*

## **REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

### **INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land  
Purchasing Office  
P. O. Box 110  
Sugar Land, TX 77487-0110**

**emailed to: [purchasing@sugarlandtx.gov](mailto:purchasing@sugarlandtx.gov)  
Faxed to: 281 275-2741**

## INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

### Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation      Statutory limits, State of TX.

X Employers' Liability      \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u>    </u> <b>Very High/High Risk</b>	<u>X</u> <b>Medium Risk</b>	<u>    </u> <b>Low Risk</b>
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u>    </u> <b>Very High/ High Risk</b>	<u>X</u> <b>Medium Risk</b>	<u>    </u> <b>Low Risk</b>
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

     Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

     Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

     Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and      Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

X Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

     Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

     Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

     Other Insurance Required: \_\_\_\_\_

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.