



## PROFESSIONAL SERVICES AGREEMENT

(version 5-1-2020)

This AGREEMENT (“Agreement”) is entered by and between **JNS Engineers, LLC** (“Professional”), located at **722 Pin Oak Rd., Suite 202A, Katy TX 77494** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Professional Engineering Services**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**. If there is a conflict between the terms of this Agreement and Exhibits A or B, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **October 27, 2020** and shall expire on **September 30, 2022** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$221,121.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional is required during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City.

Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

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



9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBPROFESSIONAL, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.



16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as

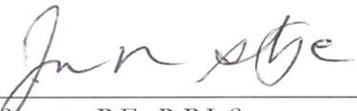
if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Professional verifies that Professional: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Professional warrants, covenants, and represents that Professional is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

*(signature block on next page)*

Executed on \_\_\_\_\_ . *(date to be filled in by City Secretary)*

**JNS ENGINEERS, LLC. - "Professional"**

  
\_\_\_\_\_  
Jon N. Strange, P.E., R.P.L.S.

**CITY OF LEAGUE CITY - "City"**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney



# Exhibit A

**Scope of Services/Description of Products/Payment Schedule**  
(40 number of pages, including this page)

See Next Page

Mr. Anthony Talluto, P.E.  
Project Manager  
City of League City  
300 West Walker St.  
League City, TX 77573

Reference: League City Parkway/SH 96  
East Bound Right Turn Lane from 450 Linear Feet West of Butler Road to 300  
Linear Feet West of I 45 South Bound Frontage Road – 2400 Linear Feet  
Proposal No. 20-02-01 REV 3  
JNS Job No. 351-02

Dear Mr. Talluto:

JNS Engineers LLC, is pleased to present this proposal for professional engineering and surveying services for the above referenced project. The proposed scope and preparation is based upon the meeting with League City on Wednesday, November 6, 2019, attached aerial photo, email dated Monday, November 18, 2019 from you, mark up draft proposal from you dated April 27, 2020, and phone conversation with you on May 1, 2020. We used the attached Professional Services Agreement dated September 16, 2019 and the PSA Exhibit “B” with the scope requirements for each phase in preparing this proposal. We will utilize the following companies to perform the services shown:

- 1) Cobb Findley and Associates – Topographic and Boundary Surveying Services
- 2) N/A– Environmental Assessment Services
- 3) JNS Engineers, LLC – Storm Water Pollution Prevention Plan
- 4) JNS Engineers, LLC – Storm Water Quality Management Plan (N/A)
- 5) Hydrology and Hydraulics – N/A
- 6) Kenall, Inc. – Geotechnical Services
- 7) JNS Engineers, LLC – Traffic Engineering Services (Signal Consultant Kimley Horn)
- 8) JNS Engineers, LLC – Preliminary, Design and Contract Phase Engineering (30, 60, 90 and 100 % submittal)
- 9) ADA Compliance subconsultant- Consultant TBD

Mr. Anthony Talluto  
October 15, 2020  
Page 2

Attached are Exhibits A detailing our scope, fees, and schedule and conceptual construction cost estimate. Total fee proposed is \$221,121.00.

We have attached copies of our sub-consultants proposals to Exhibit A for your review and approval. JNS Engineers, LCC will provide the professional engineering services and overall project management for the widening of the existing 6-lane divided roadway with approximately 2400 linear feet of right lane and stated in the reference above.

We have included a conceptual construction estimate of probable costs in Exhibit A for your review and approval. The total estimate of probable cost is \$1,248,219.78 including 15 percent contingencies.

We propose to perform this project for the total fee of \$221,121.00, as detailed and described in Exhibit A.

We will request authorization of additional services, as the services are needed. We are enclosing an hourly rate schedule for use in this project in Exhibit A.

We have reviewed the project requirements and request 90 days for the 30 percent submittal, 60 days for 60 percent submittal, 60 days for 90 percent submittal, and 30 days for 100 percent submittal. We assumed one month or 30 days for review by League City and agencies for each submittal. We assumed a notice to proceed on December 1, 2020 with a construction time frame of four months and reviews by agencies for a completion date of September 15, 2022. Attached is a schedule reflecting these time frames and assumed review time frames.

Time Critical services are design, surveying, and Geotech study services.

Design Phase Delivery of Bid Documents in a total of 270 calendar days.

Please review this proposal and construction cost estimate and call if you have any questions or comments. We look forward to working with the City of League City on this important project.

Sincerely,  
JNS Engineers, LLC  
TBPE Firm No. 11653



Jon N. Strange, P.E., R.P.L.S.  
President

**EXHIBIT “A”  
SCOPE, FEES, & SCHEDULE**

**GENERAL OVERVIEW & SCOPE OF SERVICES**

**General Overview**

This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. This proposal consists of providing engineering design and construction phase services associated with the right turn lane on the east bound side of SH 96 at I-45 south bound frontage road. The allocated construction budget is \$1,248,000.

The scope of the improvements for the right turn lane are as follows:

**Right Turn Lane on east bound side of SH 96 at I-45:**

- **Inlet leads**
- **Inlets**
- **Adjustment of Signals at Butler**
- **Traffic Control Plan**
- **SWPPP**
- **2,200 Linear feet of 12 feet wide concrete paving 8- Inch concrete paving**
- **Paving marking and Signage**

JNS Engineers, LLC will prepare engineering design plans and specifications reflecting the above scope of work and will perform construction administration services to support the project. The engineering design will include civil, traffic engineering, surveying, and geotechnical services.

During construction, the City of League City will provide a project site representative to observe the progress of construction. Therefore, construction inspection services by JNS Engineers, LLC personnel are not part of the scope of this project. Construction materials testing services are also not included, as we understand that the City will contract directly with a material testing firm during construction if any quality control testing of the concrete or wall liner material is desired.

This proposal addresses the engineering service JNS Engineers, LLC will provide the City during the design and construction phases, including such services as plan reproduction, and miscellaneous services that may be required for the project.

## **SCOPE OF SERVICES**

### **I. BASIC SERVICES**

#### **1. Design Services (time critical services)**

- Obtain available record drawings from the City.
- Visit the site as needed to prepare the design.
- Design will meet all Federal, State and Local Requirements.
- Meet with City staff and prepare 30% design plans for City review. Prepare and submit to the City 60% complete bid document package comprised of plan drawings and specifications.
- Prepare and coordinate utility conflict spreadsheet including contact information.
- Prepare descriptions and exhibit of survey for acquisition of two right of way parcels.
- Coordinate TxDOT Permit if required. It appears all work will not be in the I-45 TxDOT right of way. However, some of the traffic control may extend into the TxDOT right of way.
- Incorporate comments from the City into the bid documents.
- Prepare and submit to City 90% bid document package comprised of plan drawings and specifications.
- Incorporate comments from the City into the final bid documents.
- Finalize bid document packages comprised of plan drawings and specifications for League City Parkway/State Hwy 96 East Bound Right Turn Lane from 450 Linear Feet West of Butler Road to 300 Linear Feet West of I45 South Bound Frontage Road (Approximately 2200 Linear Feet)
- Prepare an engineering cost estimate for the project at the 30%, 60%, 90%, and 100% completion stages.
- Furnish two (2) sets of plans (1 full size and 1 half size) and specifications and electronic copies to the City for each submittal.

## **2. Bid Phase Services**

- Assist the City in obtaining bids for the project. The City of League City will advertise the project and will absorb all related advertising cost. JNS Engineers, LLC will coordinate with the City and will assist in developing the wording of the advertisement.
- Distribute construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- Conduct a pre-bid conference for potential bidders. Prepare meeting agenda and minutes summary.
- During the bidding phase for the project, provide information to, and answer questions from prospective bidders regarding the project.
- Prepare addendums to the contract as necessary for the project and distribute to bidders via Civcast online.
- Attend bid opening for the project.
- Prepare bid tabulation for the project. Check the bids for mathematical errors and/or bid irregularities.
- Evaluate the bid results and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder for the project.
- Prepare an engineering letter of recommendation for City Council award of a construction contract for the project.

## **3. Construction Administration Services**

- Conduct a pre-construction conference for the project.
- Prepare conformed construction contracts (five copies) for signature, including any issued addendums.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the specifications.
- Prepare change orders as necessitated by field conditions.
- Review contractor's pay estimates and make payment recommendations to the City based on input from City of League City's site representative.

- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. The City will be providing a site representative to observe the progress of work during construction.
- JNS Engineers, LLC will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). JNS Engineer, LLC 's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but JNS Engineer, LLC will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations JNS Engineer, LLC shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a Substantial Completion walkthrough with City Staff and Contractor and prepare a punch list.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Prepare and submit one copy and electronic file of Record Drawings based on the red-line marked up as-built drawings provided by the Contractor.

## II. SPECIAL SERVICES

### 1. Surveying:

- See attached sub-consultant proposal.

### 2. Geotechnical Study:

- See attached subconsultant proposal.

### 3. Reimbursable Expenses

- Costs for reproduction of plans and specifications will be invoiced under this item.
- Mileage to project site or City, deliveries, etc.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

**4. Miscellaneous As-Needed Services**

- Due to the nature of the work, it is recommended that a budget for miscellaneous as needed services be allocated by the City. This item will not be utilized unless approved by the City of League City staff. This item will cover additional and unforeseen needed design services for tasks or other additional services that may be determined to be necessary during the design phase.

**5. Construction Support Services:**

- Provide as needed construction support services by JNS Engineer's staff to aid the City's project site representative during the construction phase. Meet with City staff and the contractor to resolve site-specific issues in the field as necessary.
- Provide additional engineering and technical office personnel support during construction. These office personnel, consisting of professional engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.

## **FEES**

### **Basic Services:**

1. Design Services: Lump Sum amount of:	\$ 116,300.00**
2. Bid Phase Services: Lump Sum amount of:	\$ 7,000.00
3. Construction Administration: Lump Sum amount of:	<u>\$ 18,500.00</u>
Sub-Total	\$ 141,800.00

### **Special Services:**

1. Surveying (Subconsultant cost plus 10%)	\$ 49,390.00**
2. Geotechnical (Subconsultant cost plus 10%)	\$ 19,481.00**
3. Miscellaneous As-Needed Design Service (Budget): Hourly, not to exceed*	\$3,000.00
4. Reimbursable Expense: Cost plus 10%:	\$ 750.00
5. Additional As-Needed Construction Phase Support:	<u>\$ 4,500.00</u>
Hourly, not to exceed:	
6. ADA Consultant for TDLR Approval \$2,000 plus 10 %	\$ 2,200.00
Sub-Total	\$79,321.00

**TOTAL FEE            \$ 221,121.00**

\*At this time the magnitude of this task are not known. Therefore, budgetary amount is provided. This figure may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have an under run, or funds from the miscellaneous services line item or by contract amendment.

\*\*Time Critical Tasks Fee \$185,171.00. Contract time to perform these services is 240 calendar days. See submittal schedule at end of Exhibit A (Page 7 of 7) for design milestone calendar days.

## **SUBMITTAL** **SCHEDULE**

The following is a submittal schedule estimate for each design milestone:

### **30% Design Meeting**

- 90 days from Notice to Proceed Date.

### **60% Design Milestone**

- 60 Days to complete from the receipt of 30% comments.

### **90% Design Milestone**

- 60 Days to complete from the receipt of 60% comments.

### **100% Design Milestone**

- 30 Days to complete from the receipt of 90% comments.

## PSA Exhibit B

### PHASE REQUIREMENTS

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

##### A. 30% Submittals should, at a minimum, include the following:

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

##### B. 60% Submittals should, at a minimum, include the following:

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

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

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

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

**D. Resubmittals**

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

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

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

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

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

**PROJECT WORK PLAN - 30 % THRU 100% SUBMITTALS WITH BID, CONTRACT AND CONSTRUCTION PHASES**

CITY OF LEAGUE CITY

SH 96/LEAGUE CITY PARKWAY

450 linear feet west of Butler Road to 300 linear feet west of I45 South Bound Frontage Road

JNS JOB NO. 351-02

9/24/2020

DESIGN CONSULTANT NAME: JNS ENGINEERS, LCC.																														
ACTIVITY	4th Qtr 2020			1st Qtr 2021			2nd Qtr 2021			3rd Qtr 2021			4thQtr 2021			1st Qtr 2022			2nd Qtr 2022			3rd Qtr 2022			4th Qtr 2022			1st Qtr 2023		
PROJECT ITEM DESCRIPTION	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
30 PERCENT SUBMITTAL																														
30 PERCENT REVIEW																														
60 PERCENT SUBMITTAL																														
60 PERCENT REVIEW																														
90 PERCENT SUBMITTAL																														
90 PERCENT REVIEW																														
100 PERCENT SUBMITTAL																														
100 PERCENT REVIEW																														
BID PHASE																														
CONTRACT PHASE																														
CONSTRUCTION PHASE																														
22 MONTH DURATION OF PROJECT																														

ACTUAL  PROJECTED



October 15, 2020

Mr. Jon N. Strange, PE, RPLS  
JNS Engineers, LLC  
722 Pin Oak Road, Suite 202A  
Houston, Texas 77494

By email: [jstrange@jnsellc.com](mailto:jstrange@jnsellc.com)

Re: **League City Parkway/SH 96 Right Turn Lane in Galveston County, Texas.**  
Proposal for Professional Surveying and S.U.E. Services

Dear Mr. Strange:

Cobb, Fendley & Associates, Inc. is pleased to propose for professional surveying and S.U.E. services related the League City Parkway/SH 96 Right Turn Lane Project in Galveston County, Texas. CobbFendley's services are to be performed for the sole benefit of JNS Engineers, LLC (Client), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley with respect to this project.

**SCOPE OF SERVICES AND BASIS OF COMPENSATION**

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the Scope of Surveying Services, dated January 16, 2020, provided by Client and attached hereto:

1. Establish Project Control (Horiz. & Vert).....	\$2,500.00
2. Topographic Survey (2,350 LF).....	\$21,150.00
3. Boundary/ROW Research & Abstracting.....	\$1,000.00
4. Establish & Map ROW.....	\$5,850.00
5. Level B S.U.E.....	\$3,500.00.
6. Centerline Staking for Construction Control with ROW and TBM's (To be performed at a later date prior to construction).....	\$4,900.00
7. Proposed R.O.W. Parcels, Estimated 2 Parcels (OPTIONAL).....	\$6,000.00
 TOTAL BASIC SERVICES Nos 1 thru 5.....	 <u>\$34,000.00</u>
TOTAL ITEM No 6.....	<u>\$4,900.00</u>
TOTAL OPTIONAL ADDITIONAL ITEM No 5.....	<u>\$6,000.00</u>

COBB FENDLEY WEM CLIENT \_\_\_\_\_

### **EXCLUSIONS FROM THE SCOPE**

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Subdivision platting.
2. Any other services not specifically included within the description of the Scope of Surveying Services as described above.

### **ADDITIONAL SERVICES**

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered to be Additional Services and shall require additional fees based on the attached rate schedule.

### **SPECIAL PROVISIONS**

CobbFendley will perform only such Additional Services, as are specifically agreed to in writing by Client and CobbFendley on the Supplement to Original Agreement form, a copy of which is attached. **Changes which must be made in the surveyor's notes or the survey requirements due to changes in buyer/seller's lender and/or attorneys associated with this transaction which is different from the agreed upon survey requirements and certification contained herein, or due to other changes or conditions not subject to CobbFendley's control will be considered as Additional Services and will require additional fees.**

A copy of the *General Terms and Conditions of the Authorization for Professional Services* is attached and constitutes a part of this agreement.

### **SCHEDULE OF SERVICES**

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's signature on this Authorization and any additional authorizations that may be required from the property owner.

CobbFendley will use reasonable efforts to complete its services in 20 working days from receipt of this executed agreement. However, possible adverse effects of severe weather could delay the final delivery date.

COBB FENDLEY WEM CLIENT \_\_\_\_\_

**PROPOSAL ACCEPTANCE**

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional surveying services to your firm is appreciated and we look forward to working on this project with you.

Sincerely,

This proposal accepted by:

**COBB, FENDLEY & ASSOCIATES, INC.**  
TBPLS Firm Registration No. 100467

**JNS ENGINEERS, LLC**



William E. Merten, RPLS, LSLS  
Principal, Senior Project Surveyor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attachments

\_\_\_\_\_  
Date of Authorization

COBB FENDLEY WEM CLIENT \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES**

### **1. DIRECT EXPENSES**

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

### **2. OUTSIDE SERVICES**

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

### **3. COST PROJECTIONS**

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

### **4. PROFESSIONAL STANDARDS**

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

### **5. TERMINATION**

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

### **6. OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

COBB FENDLEY WEM CLIENT \_\_\_\_\_

**7. USE OF ELECTRONIC DOCUMENTS**

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

**8. HAZARDOUS ENVIRONMENTAL CONDITIONS**

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

**9. FORCE MAJEURE**

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**10. CONSTRUCTION PHASE SERVICES**

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications.

**11. LIMITATION OF LIABILITY FOR DAMAGES**

**IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED \$100,000 (ONE HUNDRED THOUSAND DOLLARS). COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.**

**12. ALTERNATIVE DISPUTE RESOLUTION**

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

**13. LEGAL EXPENSES**

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

COBB FENDLEY WEM CLIENT \_\_\_\_\_

**14. PAYMENT TO COBBFENDLEY**

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month may be charged on all amounts not paid within thirty (30) days after receipt, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within 10 working days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project complete and out-of-pocket expenses incurred will be due and payable upon receipt of invoice at the end of each month. Should invoices not be paid within thirty (30) days from date of invoice, interest thereon at a rate equal to 1.5% per month on the unpaid balance shall be added each month to the sum shown as due by the invoice beginning with the date of invoice.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

**15. AUTHORIZATION OF OWNER**

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

**16. CONTRACT DOCUMENTS**

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

**17. SALES TAX**

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

**18. BENEFICIARIES AND ASSIGNMENT**

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

COBB FENDLEY WEM CLIENT \_\_\_\_\_



2020 Standard Rate Schedule

Senior Engineer V or Principal.....	\$290.00/HR
Senior Engineer IV or Project Manager V .....	\$270.00/HR
Senior Engineer III or Project Manager IV .....	\$235.00/HR
Senior Engineer II or Project Manager III .....	\$220.00/HR
Senior Engineer I or Project Manager II .....	\$195.00/HR
Engineer III or Project Manager I.....	\$170.00/HR
Engineer II.....	\$150.00/HR
Engineer I.....	\$125.00/HR
Graduate Engineer.....	\$105.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$165.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$145.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$125.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$100.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$80.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$60.00/HR
Licensed State Land Surveyor.....	\$235.00/HR
Senior Registered Professional Land Surveyor.....	\$210.00/HR
Registered Professional Land Surveyor.....	\$170.00/HR
4 Person Survey Crew .....	\$190.00/HR
3 Person Survey Crew .....	\$170.00/HR
2 Person Survey Crew .....	\$145.00/HR
1 Person Survey Crew .....	\$105.00/HR
2 Person Hy-Drone Crew.....	\$340.00/HR
2 Person UAV Drone Crew.....	\$235.00/HR
Construction Manager III.....	\$280.00/HR
Construction Manager II.....	\$230.00/HR
Construction Manager I.....	\$185.00/HR
Construction Observer III.....	\$155.00/HR
Construction Observer II.....	\$130.00/HR
Construction Observer I.....	\$110.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$180.00/HR
Right-of-Way Agent III or ROW Attorney.....	\$160.00/HR

COBB FENDLEY WEM CLIENT \_\_\_\_\_

**(Continued)**

Right-of-Way Agent II.....	\$140.00/HR
Right-of-Way Agent I.....	\$110.00/HR
Right-of-Way Technician.....	\$100.00/HR
Administrative.....	\$105.00/HR
Clerical.....	\$80.00/HR
Field Data Device .....	\$40.00/HR/unit

**SUBSURFACE UTILITY ENGINEERING**

Two-Man Designating Crew (4-Hour Minimum) .....	\$170/HR
One-Man Designating Crew (4-Hour Minimum) .....	\$110/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) .....	\$315/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum) .....	\$295/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum) .....	\$260/HR
Traffic Control Officer .....	@ Cost + 10%
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles .....	\$6.50/Mile

**REIMBURSABLE EXPENSES**

Technology Fee (*).....	\$3.75/HR
Consultant or Specialty Contractor (Outside Firm).....	@ Cost + 10%
Courier, Special Equipment Rental.....	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) .....	@ Cost
Mileage (Standard Car or Truck) .....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person) .....	GSA Standard Rate/Day
Title Plant Charges.....	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%

**In-House Reproduction:**

- Copies (Up to 11" x 17").....\$0.15/Each
- Color Prints (Up to 11" x 17").....\$1.50/Each
- Color Prints (Larger than 11" x 17")..... \$3.00/Sq. Ft.
- Bluelines (All Sizes) .....
- Bond Prints (All Sizes) .....
- Mylar Prints .....
- Vellum Prints .....

(\*) Technology charges added to each billable man-hour.

**SUPPLEMENT NO. \_\_\_ TO ORIGINAL AGREEMENT**  
**DATED \_\_\_\_\_**

Project No.: \_\_\_\_\_

Project Title: \_\_\_\_\_

Client or Responsible Party: \_\_\_\_\_

Date: \_\_\_\_\_

Clients' Authorizing Agent: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Address: \_\_\_\_\_

CFA Project Manager: \_\_\_\_\_

Scope of Additional Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Additional Services Requested By:**

Fax From \_\_\_\_\_ Dated \_\_\_\_\_

Phone Conversation with \_\_\_\_\_ on \_\_\_\_\_

Direct Contact with \_\_\_\_\_ on \_\_\_\_\_

**The fee for the above services will be billed according to the following:**

A fixed fee in the amount of \_\_\_\_\_ to be paid in addition to the full amount of the original agreement.

A budgeted fee in the amount of \_\_\_\_\_ to be billed on an hourly basis according to the attached rate schedule that will be paid in addition to the full amount of the original agreement.

Estimated reimbursable expenses of \_\_\_\_\_ covering reproduction, mileage, delivery charges, etc. to be billed in accordance with the attached rate schedule.

Execution of this document and return by facsimile to Cobb Fendley will serve as authorization for Cobb Fendley to perform additional services and the Client agrees to pay the additional fee referenced above. Activities associated with the additional services will not commence until Cobb Fendley receives this document executed by the responsible party.

This Supplement to the Original Agreement supplements and/or amends the provisions of the Authorization for Professional Services and General Terms and Conditions of the Authorization for Professional Services, but only to the extent specifically stated herein.

Sincerely,  
COBB, FENDLEY & ASSOCIATES, INC.

This proposal accepted by:  
\_\_\_\_\_

William E. Merten, RPLS, LSLs  
Principal, Senior Project Surveyor

**DO NOT SIGN HERE – FOR INFORMATION ONLY, TO BE**  
**Signature**

**USED ONLY IF ADDITIONAL SERVICES ARE REQUIRED**  
**Print Name**

Attachments

\_\_\_\_\_

Title

\_\_\_\_\_

Date of Authorization

COBB FENDLEY \_\_\_ WEM \_\_\_ CLIENT \_\_\_\_\_



September 23, 2020

JNS Engineers, LLC  
722 Pin Oak Rd., Suite 202A  
Katy, Texas 77494

Attention: Mr. Jon N. Strange, P.E., R.P.L.S.  
President

Subject: Geotechnical Engineering Proposal-revised  
**League City SH 96 Right Lane Addition**  
League City, TX 77573

Dear Mr. Strange:

Kenall appreciates the opportunity to submit the revised proposal for geotechnical investigation for the above referenced project, as per your request.

### **Project Description**

The project calls for addition of a new right lane on Southbound Lane of League City SH 96 of approximately 2,000 linear feet. SH 96 is classified as a major arterial and designed accordingly. This project will tie to the TxDOT improvements section that is under construction near the intersection of IH-45. .

### **Purpose and Scope**

The purpose of this investigation is to explore subsurface conditions and to develop geotechnical recommendations for the design and construction of the proposed right lane roadway. The scope also includes studying groundwater conditions at the subject site, as well as performing field and laboratory tests to aid in engineering analyses for developing geotechnical design recommendations for the referenced project.

The specific scope of services is based on the field meeting on January 24, 2020 and also from email sent by Mr. Jon Strange, PE, RPLS, with JNS Engineers, LLC on May 1, 2020.

The scope of our study will include the following tasks:

- Perform soil borings to evaluate the subsurface soil and groundwater conditions.
- Soil borings will be drilled with a marsh buggy mounted drilling rig or truck mounted drilling rig, depending on the site conditions.
- All soil borings will be sampled continuously to a depth of 10 feet; all borings will be backfilled by tremie method after the 24 hour water level measurements.

- Perform appropriate laboratory tests on soil samples retrieved from the soil borings.
- Assumed the proposed invert depths of utilities will not be greater than 5 feet from ground level.
- Perform engineering analysis to develop geotechnical recommendations pertaining to the roadway and bridge which include:
  1. Boring logs and test data,
  2. Groundwater conditions,
  3. Generalized subsurface conditions,
  4. Paving recommendations for right lane additions
  5. Structural fill requirements and general earthwork recommendations.
- Prepare a geotechnical report summarizing the results of our field investigation, laboratory testing and geotechnical analysis and recommendations for the specific tasks of the planned improvements Submit a draft for review and a final report incorporating the review comments as appropriate.

We understand that JNS Engineers, LLC, along with CobbFendley will tie-in and provide survey information (Station No., offset, coordinates, and ground surface elevations) at the drilled boring locations.

### **Boring Schedule- Roadway**

We propose to drill a total of four (4) soil borings up to a depth of (10) feet below existing roadway surface, and one (1) coring of the Southbound right lane of SH 96 (as shown in the attached map).

### **Limitations**

The scope of services does not include the following:

- Environmental assessment
- Geologic Fault Study
- Development of Traffic Control Plans

### **Project Schedule**

We should be able to start field work within ten business days after receiving your written authorization. The field work will be finished in about two (2) weeks (weather permitting). The laboratory tests will be completed in about one (1) week after completion of the field work. The draft geotechnical report will be submitted in about four (4) weeks after completion of the laboratory testing. Final report incorporating the review comments as appropriate will be submitted within two (2) weeks after receiving the JNS Engineers comments on the draft report.

### **Estimated Cost of Services**

Based on the scope of work outlined above, the estimated cost for the scope of services identified above, the cost of the field investigation, water level readings, laboratory testing, engineering analysis, and a draft report and a final report is not to exceed **\$17,710.00**. Any work beyond the scope of work identified in this proposal will be performed only upon written authorization by the JNS Engineers, LLC. The cost for these services will be billed based on the attached cost breakdown.

### **Proposal Acceptance**

If this proposal meets with your approval, please sign and return to my attention. A signed facsimile of the agreement is acceptable, with the original to follow in the mail. This proposal will be held open for a period of 45 calendar days.

Thank you for the opportunity to submit this proposal. We will be contacting you shortly to answer any questions you may have regarding this proposal.

Sincerely,

**KENALL INC.**

A handwritten signature in blue ink, appearing to read "Rajesh".

**Rajesh Tolikonda, P.E**  
**Project Manager**



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is between **JLS Engineering, LLC** ("Client") and **Kenall** (Company).

**THE PROJECT** is generally described as:

**Geotechnical Engineering Services for League City SH 96 Right Lane addition in League City, Texas**

On a site located in City of League City, Texas ("Project Site").

**THIS AGREEMENT** consists of the following documents, which are incorporated herein by reference:

- GENERAL CONDITIONS FOR PROFESSIONAL SERVICES;
- Company's SCOPE OF SERVICES and SCHEDULE OF CHARGES (Exhibit A); and
- Any documents specifically listed below or incorporated by reference in the listed documents.

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Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

**CLIENT**

**COMPANY**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Rajesh Tolikonda, P.E.

TITLE: \_\_\_\_\_

Project Manager

COMPANY: \_\_\_\_\_

**Kenall**

ADDRESS: \_\_\_\_\_

6200 Savoy Drive

Houston, Texas 77036

TELEPHONE#: \_\_\_\_\_

832.251.8200 Ext 103

DATE: \_\_\_\_\_

September 23, 2020



1. **DEFINITIONS**

- 1.1 **Contractor.** The contractor or contractors, and including its/their subcontractors of every tier, retained to perform construction Work on the Project.
- 1.2 **Day(s).** Calendar day(s) unless otherwise stated.
- 1.3 **Hazardous Materials.** Any toxic substance, chemicals, radioactive materials, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials included, but are not limited to, those substance defined, designated or listed in any federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.
- 1.4 **Inspection (or Observation).** Visual determination of conformance with specific, or on the basis of professional judgment, general requirements.
- 1.5 **Services.** The professional services provided by Company under this Agreement, including the all Engineering, Inspection, and Testing services, all services described in the SCOPE OF SERVICES included in Exhibit A, and any written Task Order or amendment to this Agreement.
- 1.6 **Testing.** Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.
- 1.7 **Work.** The labor, materials, equipment and services of Contractor.

2. **SCOPE OF SERVICES**

- 2.1 **Services Provided; Independent Contractor.** Company will provide professional engineering and related observation, inspection, and testing services as set forth in the attached SCOPE OF SERVICES. Company will perform its Services under this Agreement as an independent contractor.
- 2.2 **Authority of Company.** Company will report observations and data related to construction activities of Contractor to the Client. Company will report any observed work to the Client or Client's representative, which, in Company's opinion, does not conform with plans, specifications, and codes applicable to the Project, but Company is not responsible for inspecting the Project. Company has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client. No action of Company or Company's site representatives can be construed as revoking, altering, enlarging, relaxing, or releasing any requirement of the specifications or any agreement between the Client and others. Such rights are released solely for the Client.
- 2.3 **Referenced Standards.** Company will perform all standard tests, inspections, and observations in general accordance with any referenced standards and makes no representation regarding compliance with any other standards.
- 2.4 **Variation of Materials Characteristics and Conditions.** Borings, observations, and standardized sampling and testing procedures employed by Company will indicate material characteristics and conditions only at the precise location and time where and when Services were performed. Client recognizes that material characteristics and conditions at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Company is responsible only for those data, interpretations, and recommendations regarding the actual materials sampled, and is not responsible for other parties' interpretations or use of the information developed. Company may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas. Client recognizes that, despite proper application and implementation of observation and/or sampling/testing procedures and despite proper interpretation of the findings, Company will not be in a position to, and does not ensure the existence of conditions that Company can only infer to exist. Accordingly, Client shall not require Company to execute any certification, no matter by who requested, that would cause Company to certify the existence of conditions whose existence Company determines by inference.
- 2.5 **Changes**
- 2.5.1 **Changes in Scope.** Client may request changes in the SCOPE OF SERVICES. Such changes, including any change in Company's compensation or time of performance, which are mutually agreed upon by Company and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Company, or if made orally, confirmed by the parties in writing within 10 days.
- 2.5.2 **Changes in Conditions.** If, during the course of Company's performance, it discovers conditions or circumstances not contemplated by it at the commencement of this Agreement, Company will notify Client in writing of the newly discovered conditions or circumstances. Client and Company will then renegotiate, in good faith, the terms and conditions of this Agreement. If the parties cannot agree on amended terms and conditions within 30 days after notice, Company may terminate this Agreement and Client will pay Company for Services through the date of termination.
- 2.6 **Excluded Services.** Company's Services under this Agreement include only those Services specified in the Scope of Services. Client expressly waives any claim against Company resulting from its failure to perform recommended additional Services that Client has not authorized Company to perform, and any claim that Company failed to perform services that Client instructed Company not to perform.

3. **PAYMENTS TO COMPANY**

- 3.1 **Basic Services.** Company will perform all Services set forth in the SCOPE OF SERVICES and Schedule of Charges for the amount(s) set forth therein. Company will give Client at least 30 days advance of any changes to its standard rates. Unless Client objects in writing amended fee structure within 30 days of notification, it will be incorporated into this Agreement and will supersede any prior fee structure.
- 3.2 **Additional Services Retesting.** Any Services performed under this Agreement, except those Services expressly identified otherwise in the attached Scope of Services, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties. In the event that Company's Services disclose Work that is not in accordance with construction documents, which consequently will require corrections, the Company will retest, re-inspect, or re-monitor as required by the construction documents, and such retesting, re-inspection, or re-monitoring shall be considered Additional Services.
- 3.3 **Estimate of Fees.** Company will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Company. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimate cost. The use of an estimate of fees or of a "not to exceed" limitation indicates that Company will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so, but is not guarantee that the Services will be completed for that amount.
- 3.4 **Rates.** Client will pay Company at the rates set forth in the Schedule of Charges, which is subject to periodic review and amendment, as appropriate to reflect Company's then-current fee structure.
- 3.5 **Prevailing Wages.** Unless Client specifically informs Company in writing that prevailing wage regulations cover the project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold Company harmless from any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fee.
- 3.6 **Payment Timing; Late Charge.** Company will submit invoices for CONSTRUCTION MATERIAL TESTING PROJECT to Client periodically, but no more frequently than every two (2) weeks. Company will submit invoices for GEOTECHNICAL ENGINEERING PROJECT to Client, as soon as the Report is submitted to the Client. All invoices are due and payable upon presentation, regardless of when or if Client is paid by any third party. Any amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at 1-1/2% per month or the maximum legal rate, whichever is lower. Unless specifically agreed to in writing, Company does not agree to any contingencies related to prompt payment of invoices. The failure by Client to pay Company within 30 days of date of invoice will constitute a substantial failure of Client to perform under this Agreement and Company may withhold delivery of Services or reports until Company has been paid in full for its Services.

## Kenall Inc. GENERAL CONDITIONS FOR PROFESSIONAL SERVICES-Page 2 of 4

- 3.7 **Payment Disputes.** If Client objects to any portion of an invoice, Client must so notify Company in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. If Client does not object to any invoice within his time period, Client waives any objections to the invoice. The parties will immediately make every effort to resolve the disputed portion of any invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Client will reimburse Company for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.
- 3.8 **Force Majeure.** In the event that Company is prevented from completing performance of its obligation under this Agreement by adverse weather or other occurrence beyond the control of Company, then Company will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedule will be equitably adjusted.

### 4. PROFESSIONAL STANDARD

- 4.1 **Professional Standards.** Company will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express, or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service. Services of Company, even if performed on a continuous basis, do not imply that Company is observing or verifying placement of all materials of the Project.
- 4.2 **Sample & Test Locations.** Unless specifically stated otherwise, the Company's SCOPE OF SERVICES does not include surveying the Project or precisely identifying sampling, inspection, or test locations, depth, or elevations. Sampling and test locations, depth and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depth, elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage will necessarily occur in the normal course of services, and this Agreement does not include repair of such damage unless specifically stated in the SCOPE OF SERVICES.
- 4.3 **Sample Disposal.** Company will dispose of all samples after submission of the report covering those samples. Company will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.
- 4.4 **Buried Utilities & Structures; Property Restoration.** If the Services require borings, test pits or other invasive exploratory work, Client will provide Company with all information in its possession regarding the location of underground utilities and structures. Company will contact the appropriate utility locator and take into consideration utility locations shown on drawings provided to Company by the Client to reduce the risk of damage or injury to underground structures, pipelines, and utilities. The Client agrees to hold Company harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans and drawings furnished for the purpose of locations such structures and utilities. If Client desires Company to restore the property to its former condition or better, Company will provide the additional Services at an additional cost.

### 5. CONTRACTOR'S PERFORMANCE

Company is not responsible for Contractor's means, methods, techniques or sequences during the performance of its Work. Company will not supervise or direct Contractor's Work, nor is liable for any failure of Contractor to complete its Work in accordance with the Project's plans, specifications, applicable laws, and regulations. Client understands and agrees that Contractor, not Company, has sole responsibility for the safety of persons and property at the Project Site.

### 6. CLIENT'S PERFORMANCE

In addition to payment for the Services performed under this Agreement, Client agrees to:

- 6.1 **Access.** Grant or obtain free access to the site for all equipment and personnel necessary for Company to perform its Services under this Agreement.
- 6.2 **Representative.** Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.
- 6.3 **Information.** Supply to Company all information and documents relevant to the Services. Company may rely upon such information without independently verifying its accuracy. Client will notify Company of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.
- 6.4 **Project Information.** Client agrees to provide Company, within 7 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein.

### 7. CHANGED CONDITIONS

If Company discovers conditions or circumstances that it did not contemplate at the time of this Agreement ("Changed Conditions"), it will give Client written notice of the Changed Conditions. Client and Company will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Company may terminate this Agreement and be compensated as set forth in Section 12, "Suspension & Delay; Termination."

### 8. CERTIFICATIONS

Client will not require Company to execute any certification regarding Services performed or Work tested or observed unless: 1) Company believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Company believes that the Services performed or Work tested or observed meet the criteria of the certification; and 3) Company has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Company is limited to the expression of a professional opinion based upon the Services performed by Company, and does not constitute a warranty or guarantee, either express or implied. Client agrees not to condition the resolution of any dispute upon Company signing a certification.

### 9. ALLOCATION OF RISK

- 9.1 **LIMITATION OF REMEDY. THE TOTAL CUMULATIVE LIABILITY OF COMPANY, ITS SUBCONSULTANTS AND SUBCONTRACTORS, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY "COMPANY ENTITIES") TO CLIENT ARISING FROM SERVICES UNDER THIS AGREEMENT, INCLUDING ATTORNEY'S FEE DUE UNDER THIS AGREEMENT, WILL NOT EXCEED THE GROSS COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT, OR \$50,000, WHICHEVER IS GREATER. THIS LIMITATION APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS THAT ALLEGE ERRORS OR OMISSIONS IN COMPANY'S SERVICES, WHETHER ALLEGED TO ARISE IN TORT, CONTRACT, WARRANTY, OR OTHER LEGAL THEORY.**
- 9.2 **Indemnification of Client.** Subject to the terms and limitations of this Agreement, Company will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fee and defense costs) and other losses (collectively "Losses") to the extent caused by Company's sole negligence in performance of this Agreement.
- 9.3 **Indemnification of Company.** Client will indemnify and hold harmless Company Entities from and against any and all Losses except to the extent caused by the sole negligence of Company Entities. In addition, except to the extent caused by Company's sole negligence, Client will defend, indemnify and hold harmless Company Entities from and against any and all Losses arising from or related to the existence, disposal,

## Kenall Inc. GENERAL CONDITIONS FOR PROFESSIONAL SERVICES-Page 3 of 4

release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

- 9.4 No Personal Liability.** Client and Company intend that Company's Services will not subject Company's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Company" on the first page of this Agreement.
- 9.5 Consequential Damages.** Neither Client nor Company will be liable to the other for any special, consequential, incidental, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.
- 9.6 Continuing Agreement.** The provisions of this Section 9, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 9 will apply to such Services as if the parties had executed an amendment.

### 10. INSURANCE

- 10.1 Company's Insurance.** If reasonably available, Company will maintain the following coverage's:
- 10.1.1** Statutory Workers' Compensation/Employer's Liability Insurance;
  - 10.1.2** Commercial General Liability Insurance with a combined single limit of \$1,000,000;
  - 10.1.3** Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,
  - 10.1.4** Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.
- 10.2 Client's Insurance.** As appropriate, Client will obtain Builder's Risk or other property insurance to protect it from injury or damage to the Project, and which waives all rights of subrogation against Company. Proceeds from such insurance will be held by Client as trustee and will be payable to Company as its interests appear.
- 10.3 Certificates of Insurance.** Upon request, Company and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required under this Agreement shall contain a waiver of subrogation.

### 11. OWNERSHIP AND USE OF DOCUMENTS

- 11.1 Company's Documents.** Unless otherwise agreed in writing, all documents and information prepared by Company including, but not limited to, reports, boring logs, maps, field data, field reports, drawings and specifications, test data and other similar instruments of service (collectively "Documents") are the property of Company. Company has the right, in its sole discretion, to dispose of or retain the Documents.
- 11.2 Client Documents.** All documents provided by Client will remain the property of Client. Company will return all such documents to Client upon request, but may retain copies for its files.
- 11.3 Use of Documents.** Except as otherwise agreed to by Client and Company, all Documents prepared by Company are solely for use by Client and will not be provided by either party to any other person or entity without Company's prior written consent.
- 11.3.1** Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and permitting requirements of the Project.
  - 11.3.2** Use by Company. Company retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.
- 11.4 Electronic Media.** Company may agree at Client's request to provide Documents and information in an electronic format as a courtesy. However, the paper original issued by Company will remain the final product of the Services. Company makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.
- 11.5 Unauthorized Reuse.** No party other than Client may rely on the Documents without Company's prior written consent and receipt of additional compensation. Client waives any and all claims against Company resulting from the unauthorized reuse or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and harmless Company from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Company's prior written consent.

### 12. SUSPENSION & DELAY; TERMINATION

- 12.1 Suspension & Delay.** Client may, by 10 days written notice at any time, suspend Company's Services. Company may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Company as provided in Section 12.4 below. If Client suspends the Services, or if Client or others delay Company's Services, Client and Company agree to equitably adjust the time for completion of the Services and Company's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Company for demobilization and subsequent remobilization.
- 12.2 Termination for Convenience.** Company and Client may terminate this Agreement for convenience upon 10 days written notice delivered or mailed to the other party.
- 12.3 Termination for Cause.** In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within 10-day period.
- 12.4 Payment on Termination.** Following termination other than for Company's breach of this Agreement, Client will pay Company for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Company's then-current SCHEDULE OF CHARGES.

### 13. DISPUTES

- 13.1 Mediation.** All disputes between Company and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.
- 13.2 Arbitration.** In the event no settlement is reached in mediation, any such claim shall be decided by binding arbitration administered by American Arbitration Association under its Constitution Industry Arbitration Rules then in effect and in accordance with the Federal Arbitration Act. All statutes of limitation that would otherwise be applicable to any claim shall apply to any arbitration proceeding. Judgment on the award rendered by arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator(s) must be based on and consistent with the substantive law of Texas. All hearings and proceedings shall take place in Houston, Harris County, Texas. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT, except by written consent containing a specific reference to this AGREEMENT and signed by CLIENT, KENALL INC. and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The arbitrators are empowered to award attorney's fees and costs of the arbitration, as they deem appropriate.

## Kenall Inc. GENERAL CONDITIONS FOR PROFESSIONAL SERVICES-Page 4 of 4

- 13.3 **Choice of Law; Venue.** This Agreement will be construed in accordance with and governed by laws of the state in which the Project is located.
- 13.4 **Statutes of Limitations.** Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Company's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.
14. **MISCELLANEOUS**
- 14.1 **Assignment and Subcontracts.** During the term of this Agreement and following its completion or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any prohibited assignment shall be void and of no effect. Company may subcontract for services of others without obtaining Client's consent if Company deems it necessary or desirable for others to perform certain Services.
- 14.2 **Integration and Severability.** This Agreement reflects the parties' entire agreement with respect to its term and limitations and supersedes all prior agreements, written and oral. If any portion of the Agreement is found void or voidable, such portions will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.
- 14.3 **Modification of This Agreement.** This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.
- 14.4 **Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.
- 14.5 **Heading.** The headings used in this Agreement are for convenience only and are not a part of this Agreement.
- 14.6 **Waiver.** The waiver of any term, condition, or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.
- 14.7 **Precedence.** These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Company's Services.
- 14.8 **Incorporation of Provisions Required By Law.** Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

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END OF DOCUMENT

<b>League City SH 96 Right Turn Lane</b>					<b>Kenall</b>									
<b>Location: League City</b>														
<b>JNS Engineers, LLC</b>					Principal	Senior Engineer	Project Engineer	Graduate Engineer	Field Technician	Engineering Assistant	Unit of Measure	Estimated Quantity	Rate	Subtotal (Cost \$)
<b>Proposal Breakdown</b>														
Date: May 6, 2020					<b>Billing Rate per Hour</b>									
Task No.	Task Description				\$250.00	\$205.00	\$165.00	\$115.00	\$78.00	\$70.00				
<b>Geotechnical Investigation</b>					<b>* LEVEL OF EFFORT</b>									
<b>Field Exploration</b>														
1	Mobilization / Demobilization										LS	2	\$500.00	\$1,000.00
2	Drilling and Sampling (continuous) - 4 borings 10 feet each										LF	40	\$25.00	\$1,000.00
3	Grouting (Tremie Method)										LF	40	\$12.00	\$480.00
4	Track Mount / ATV Surcharge										FT	40	\$10.00	\$400.00
5	Concrete Coring (6" Diameter to 6" Thickness) - 5										EA	5	\$170.00	\$850.00
6	Concrete Coring 6" Additional Thickness (over 6" to 12") - 5										IN.	30	\$16.00	\$480.00
<b>Laboratory Testing</b>														
7	Atterberg Limits (ASTM D-4318)										EA	8	\$71.00	\$568.00
8	Moisture Content (ASTM D-2216)										EA	20	\$11.00	\$220.00
9	Mechanical Sieve Analysis thru, #200 Sieve (ASTM D-422)										EA	4	\$65.00	\$260.00
10	Percent Passing #200 Sieve (ASTM D-1120)										EA	8	\$55.00	\$440.00
11	Unconfined Compression (ASTM D-2216)										EA	4	\$51.00	\$204.00
12	Unconsolidated Undrained (ASTM D-2850)										EA	0	\$72.00	\$0.00
<b>Traffic Control</b>														
13	Flagman										HR	12	\$57.75	\$693.00
14	Traffic Control and Regulation with signs and drums										LS	2	\$1,375.00	\$2,750.00
<b>Engineering and Management</b>														
15	Site Visit and Reconnaissance						4	4						\$1,120.00
16	Rig/Traffic Coordination, Utilities, Staking, etc.						2	2						\$560.00
17	Field Work and Coordination						2	12						\$1,710.00
18	Desktop Fault Study						1							\$165.00
19	Report				2	2	10	16			2			\$4,540.00
				<b>Sub-total Hours</b>		2	2	19	34	0	2			
<b>** Reimbursable Expenses</b>					<b>Details</b>									
20	Travel										Day	4	\$50.00	\$200.00
21	Postage / Courier										LS	1	\$20.00	\$20.00
22	Printing / Copying										EA	2	\$25.00	\$50.00
													<b>Total:</b>	<b>\$17,710.00</b>

\* Level of Effort should be ordinary, realistic and reasonable

\*\* Copy of actual receipts will be required for reimbursable expenses at the time of invoicing

# League City SH 96 Right Lane - Borings Map

Write a description for your map.

Legend

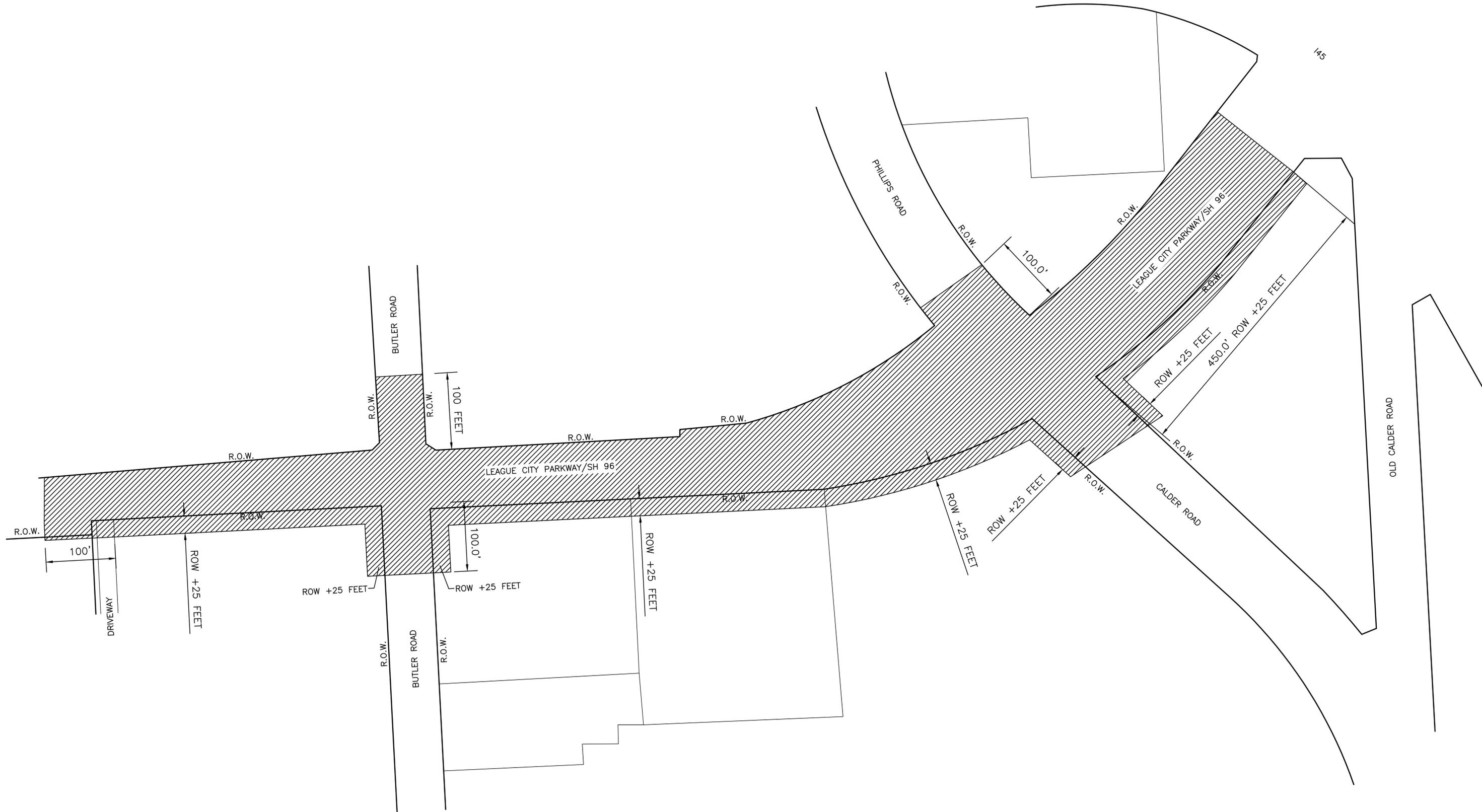


Google Earth

© 2020 Google

500 ft





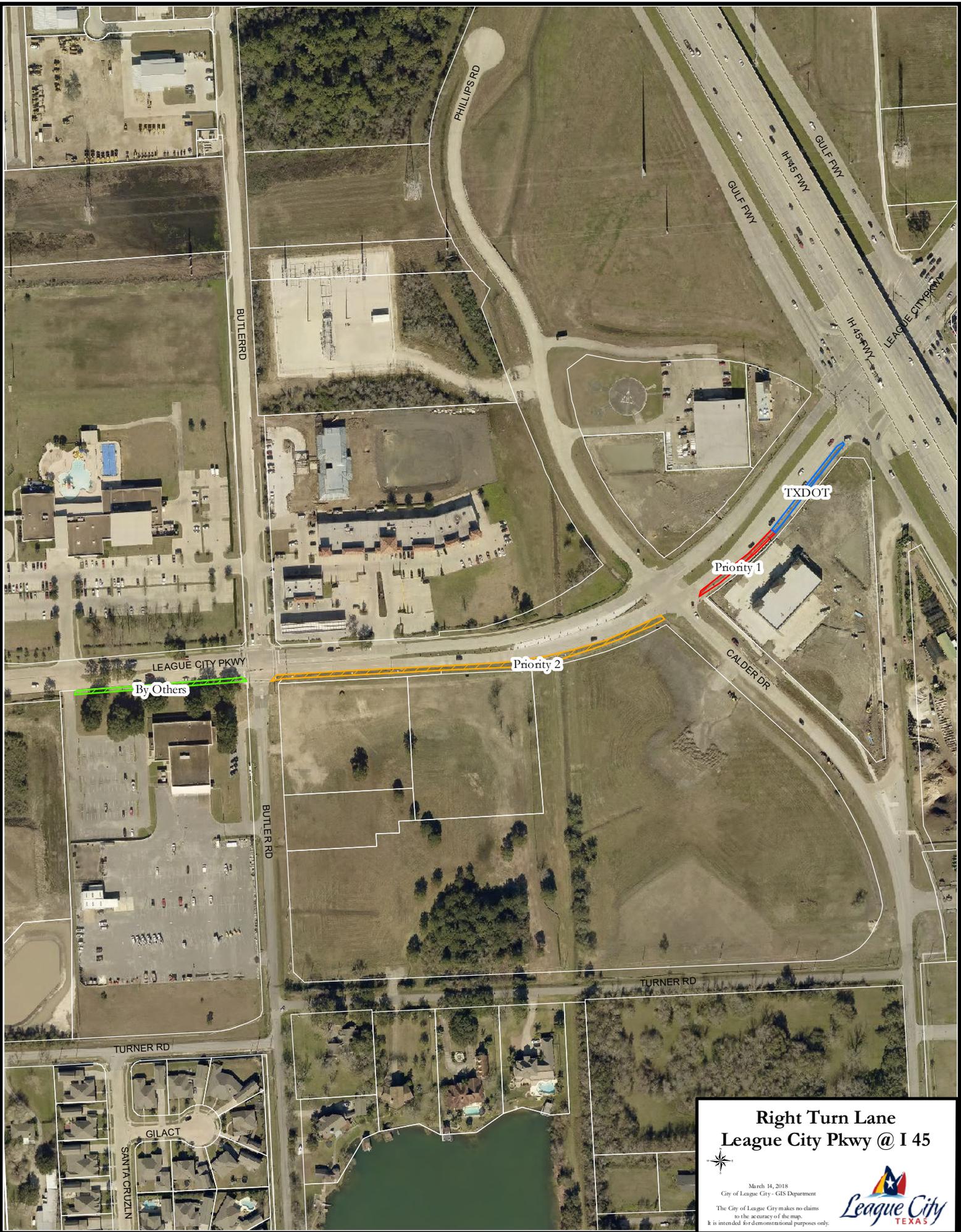
SH 96 FROM I45 TO 500 FEET WEST OF BUTLER ROAD

Entire Project Location/Limits for Survey

1. From the intersection of Butler Road and League City Parkway/SH96, 500 feet west of Butler Road to approximately 200 feet west of I45.
2. From the intersection of Butler Road (north) and League City Parkway/SH 96, 100 feet north along Butler Road.
3. From the intersection of Butler Road (south) and League City Parkway/SH 96, 100 feet south along Butler Road.
4. From the intersection of Calder Road and League City Parkway/SH 96, 100 feet south along Calder Road.
5. From the intersection of Phillips Road and League City Parkway/SH 96, 100 feet north along Phillips Road.

SUMMARY OF TOPO LIMITS  
LEAGUE CITY PARKWAY/SH 96

	A	B	C	D	E
1	STREET NAME	ROW PLUS 25'	PAVING ONLY	SURVEY LIMITS	COMMENTS
2	LEAGUE CITY PARKWAY/SH 96	1,950	0	FROM APPROX. 500 FEET WEST OF BUTLER ROAD TO APPROX. 200 FEET WEST OF 145	ROW PLUS 25' ON SOUTH SIDE OF ROAD, LIMITS STOP AT NORTH ROW OF ROAD
3	BUTLER ROAD NORTH	100	0		ROW
4	BUTLER ROAD SOUTH	100			ROW PLUS 25'
5	CALDER ROAD	100	0		ROW PLUS 25'
6	PHILLIPS ROAD	100	0		ROW
7			0		
8		0			
9	TOTAL	2,350	0		



**Right Turn Lane  
League City Pkwy @ I 45**



March 14, 2018  
 City of League City - GIS Department  
 The City of League City makes no claims  
 to the accuracy of the map.  
 It is intended for demonstrational purposes only.



# TOTAL CONSTRUCTION ESTIMATE OF PROBABLE COST

**Project:** SH 96  
**Limit From:** From Approx. 450LF West of Butler Road  
**Limit To:** To Approx. 300LF West of I45  
**Proj Length:** 2,200 LF  
**Precinct:**  
**UPIN:**  
**Job No:** Number when advertising project  
**Prepared By:** JNS ENGINEERS, LLC  
**Date:** 03/19/20

Summary of Estimate		
<b>Stage:</b>	<b>1st Submittal</b>	
<b>Total Amount for Roadway:</b>	<b>\$1,085,408.50</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Grant Total Amount:</b>	<b>\$1,085,408.50</b>	
<b>Contingencies:</b>	15%	<b>\$162,811.28</b>
<b>Grand Total Project:</b>	<b>\$1,248,219.78</b>	

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>A SITE PREPARATION AND EARTHWORK</b>						
1		Project Sign	EA	2.00	\$1,000.00	\$2,000.00
2		Clearing and Grubbing	STA	20.00	\$1,500.00	\$30,000.00
3		Removing Side walks	SY	1,800.00	\$8.00	\$14,400.00
4		Removing Old Concrete (Pavement)	SY	200.00	\$20.00	\$4,000.00
5		Removing Old Concrete (Slope Paving)	SY	100.00	\$10.00	\$1,000.00
6		Removing Old Concrete (Curb)	LF	2,000.00	\$3.00	\$6,000.00
7		Roadway Excavation Including 3" Topsoil with removal and disposal from site	CY	3,000.00	\$15.00	\$45,000.00
8		Borrow from offsite	CY	200.00	\$15.00	\$3,000.00
9		Remove and Dispose of Existing Concrete or Metal Pipe (All Sizes)	LF	100.00	\$13.00	\$1,300.00
10		Remove & Relocate Traffic Signs, Mail Boxes and Roadway Signs	EA	10.00	\$200.00	\$2,000.00
11		Remove and Dispose Existing Asphaltic Surface and Base Material (All Depths)	SY	100.00	\$12.00	\$1,200.00
12		Tree Removal - Large Trees	EA	4.00	\$5,000.00	\$20,000.00
13		Tree Protection- Large Trees	EA	6.00	\$2,500.00	\$15,000.00
14		Pipeline and/or Fiber Optic Cable Markers (relocate or remove)	LS	1.00	\$10,000.00	\$10,000.00
15		Telephone Pedestal, Electrical Pullbox, Street Lights, Power Pole relocations	LS	1.00	\$40,000.00	\$40,000.00
16		Remove and Dispose Existing Inlets	EA	8.00	\$600.00	\$4,800.00
17		Water or Sanitary Facility adjustments (Allowance)	LS	1.00	\$50,000.00	\$50,000.00
<b>Subtotal of Item A</b>						<b>\$249,700.00</b>
<b>B PAVING</b>						
18		Hydrated Lime (Slurry) or Commercial Lime Slurry	TON	20.00	\$200.00	\$4,000.00
19		Lime-Fly Ash Stabilized Subgrade (8" Depth)	SY	3,500.00	\$12.00	\$42,000.00
20		Fly Ash for Stabilized Subgrade	TON	20.00	\$100.00	\$2,000.00
21		Concrete Pavement (8")	SY	2,666.67	\$85.00	\$226,666.67
22		Concrete Pavement (10")	SY	200.00	\$95.00	\$19,000.00
23		Cement Stabilized Sand (6" thick)	SY	200.00	\$50.00	\$10,000.00
24		Reinforced Concrete Curb ( 6")	LF	2,000.00	\$6.00	\$12,000.00
25		Reinforced Concrete Driveways (8")	SY	115.00	\$90.00	\$10,350.00
26		Reinforced Concrete Driveways (10")	SY	0.00	\$100.00	\$0.00
27		Coloring Concrete Medians (Black)	SY	0.00	\$50.00	\$0.00
28		Sidewalk	SY	1,777.78	\$30.00	\$53,333.33
29		Handicap Ramps	EA	4.00	\$4,500.00	\$18,000.00
<b>Subtotal of Item B</b>						<b>\$397,350.00</b>
<b>C STORM SEWER</b>						
30		Trench Safety System (5' to 10')	LF	200.00	\$5.00	\$1,000.00
31		New Ditch Grading	LF	200.00	\$25.00	\$5,000.00
32		Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	100.00	\$85.00	\$8,500.00
33		Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	LF	100.00	\$95.00	\$9,500.00
34		Precast Concrete Standard Manhole (5 ft ≤ Depth ≤ 10 ft)	EA	4.00	\$3,500.00	\$14,000.00

# TOTAL CONSTRUCTION ESTIMATE OF PROBABLE COST

**Project:** SH 96  
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**Proj Length:** 2,200 LF  
**Precinct:**  
**UPIN:**  
**Job No:** Number when advertising project  
**Prepared By:** JNS ENGINEERS, LLC  
**Date:** 03/19/20

Summary of Estimate		
<b>Stage:</b>	<b>1st Submittal</b>	
<b>Total Amount for Roadway:</b>	<b>\$1,085,408.50</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Grant Total Amount:</b>	<b>\$1,085,408.50</b>	
<b>Contingencies:</b>	<b>15%</b>	<b>\$162,811.28</b>
<b>Grand Total Project:</b>	<b>\$1,248,219.78</b>	

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
35		BB Inlet Remove and Replace	EA	3.00	\$5,000.00	\$15,000.00
36		C Inlet Remove and Replace	EA	3.00	\$5,000.00	\$15,000.00
37		C1 Inlet	EA	3.00	\$5,000.00	\$15,000.00
38		Remove and Replace Headwall	EA	2.00	\$30,000.00	\$60,000.00
39		Extension of existing culverts	LF	40.00	\$150.00	\$6,000.00
40		Connect to Existing Manhole	EA	0.00	\$1,500.00	\$0.00
<b>Subtotal of Item C</b>						<b>\$149,000.00</b>
<b>D</b>	<b>EXISTING DITCHES</b>					
41		Riprap (Gradation No. 2) (18")	SY	70.00	\$70.00	\$4,900.00
<b>Subtotal of Item D</b>						<b>\$4,900.00</b>
<b>E</b>	<b>TRAFFIC CONTROL PLAN</b>					
42		Work Zone Pavement Markings 4" White/Solid (Removable) Furnished -Applied & Removed	LF	5,000.00	\$3.00	\$15,000.00
43		Work Zone Pavement Markings 4" Yellow/Solid (Removable) Furnished-Applied & Removed	LF	500.00	\$0.60	\$300.00
44		Traffic Control - Barricades, Barriers, Barrels, Cones, and Signing	MO	5.00	\$4,000.00	\$20,000.00
45		Temporary Commercial Driveways - Furnish-Install & Remove	EA	4.00	\$2,000.00	\$8,000.00
<b>Subtotal of Item E</b>						<b>\$43,300.00</b>
<b>F</b>	<b>SIGNING AND PAVEMENT MARKINGS</b>					
46		Aluminum Signs (Ground Mounted)- Furnish & Install	EA	10.00	\$250.00	\$2,500.00
47		Reflectorized Pavement Markings Type II 12" Yellow/Solid, 6" Curb Per Detail "D" Furnish & Applied	LF	100.00	\$1.20	\$120.00
48		Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Dashed - Furnish & Applied (15' over 40')	LF	1,500.00	\$0.50	\$750.00
49		Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	LF	1,500.00	\$2.00	\$3,000.00
50		Reflectorized Pavement Markings Type I (Thermoplastic) Word "ONLY" - Furnish & Applied	EA	4.00	\$100.00	\$400.00
51		Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-LEFT - Furnish & Applied	EA	4.00	\$100.00	\$400.00
52		Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow-RIGHT - Furnish & Applied	EA	1.00	\$100.00	\$100.00
53		Reflectorized Pavement Markers Type II-C-R - Furnish & Install	EA	152.00	\$3.00	\$456.00
54		Non-Reflectorized Ceramic Traffic Buttons (White) - Furnish & Install	EA	100.00	\$2.00	\$200.00
55		Removing Pavement Striping & Markings (4" Width, Any Color/Dashed) (15' Over 40')	LF	1,500.00	\$2.00	\$3,000.00
56		Removing Pavement Markings (Any Button)	EA	200.00	\$11.00	\$2,200.00
57		Removal of All Striping and Pavement Markings	SF	500.00	\$1.00	\$500.00
<b>Subtotal of Item F</b>						<b>\$13,626.00</b>
<b>G</b>	<b>TRAFFIC SIGNAL</b>					
58		Butler Road	LS	1.00	\$50,000.00	\$50,000.00
59		Signal Pole Relocation	EA	2.00	\$40,000.00	\$80,000.00
60		Pedestrian Pole Relocation	EA	1.00	\$30,000.00	\$30,000.00
61		Traffic Pullboxes - Remove and Relocate	EA	5.00	\$5,000.00	\$25,000.00
<b>Subtotal of Item G</b>						<b>\$185,000.00</b>
<b>H</b>	<b>STORM WATER POLLUTION PREVENTION PLAN</b>					

# TOTAL CONSTRUCTION ESTIMATE OF PROBABLE COST

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**Prepared By:** JNS ENGINEERS, LLC  
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Summary of Estimate		
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<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Total Amount for XXXX:</b>	<b>\$0.00</b>	
<b>Grant Total Amount:</b>	<b>\$1,085,408.50</b>	
<b>Contingencies:</b>	15%	<b>\$162,811.28</b>
<b>Grand Total Project:</b>	<b>\$1,248,219.78</b>	

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
62	162	Sodding for Erosion Control (Various Widths)	SY	430.00	\$4.00	\$1,720.00
63	165	Hydro-Mulch Seeding	AC	1.50	\$1,500.00	\$2,250.00
64	713	Reinforced Filter Fabric Barrier ( 60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	125.00	\$1.50	\$187.50
65	719	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	EA	8.00	\$70.00	\$560.00
66	724	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	SY	85.00	\$15.00	\$1,275.00
67	730	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	EA	1.00	\$1,000.00	\$1,000.00
68	741	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost removal)	EA	8.00	\$5.00	\$40.00
69	750	Rock Filter Dam (Type 1; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	LF	20.00	\$50.00	\$1,000.00
70	751	SWPPP Inspection and Maintenance (Min. Bid - \$6,000.)	LS	1.00	\$6,000.00	\$6,000.00
<b>Subtotal of Item H</b>						<b>\$14,032.50</b>
<b>I</b>	<b>** EXTRA WORK ITEMS</b>					
71	360	Concrete Pavement (10") (High Strength) (Min. Bid \$95/SY)	SY	200.00	\$95.00	\$19,000.00
72	559	Construction Safety Fence	LF	200.00	\$10.00	\$2,000.00
73	672	Off-Duty Uniformed Peace Office - As Directed by Engineer (Min. Bid \$50/HR)	HR	100.00	\$50.00	\$5,000.00
74	130	Borrow	CY	100.00	\$25.00	\$2,500.00
<b>Subtotal of Item I</b>						<b>\$28,500.00</b>