



## **PROFESSIONAL SERVICES AGREEMENT**

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **EHRA Engineering** (the “Professional”), located at **10011 Meadowglen Lane, Houston, Texas 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

- 1. Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **FM 518 at Bay Area Blvd Intersection Improvements**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.
- 2. Term and Termination:** This Agreement shall commence on **March 3, 2025** and shall expire on **July 17, 2026**. 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 **\$149,170** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
- 4. Insurance:** Professional is required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies

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

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

confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.

9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS**

**CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**

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

that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

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

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

*(signature block on next page)*

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

**EHRA ENGINEERING - "Professional"**



\_\_\_\_\_  
Hasan Syed, P.E., Executive Vice President

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

\_\_\_\_\_  
John Baumgartner, P.E., City Manager

**Attest:**

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

**Approved as to Form:**

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

# Exhibit A

**Scope of Services/Description of Products/Payment  
Schedule (21 pages, including this page)**

See Next Page





## Exhibit A Scope and Fee Proposal

February 12, 2025

Ms. Susan Oyler, P.E.  
Senior Project Manager  
City of League City  
Project Management  
300 West Walker Street  
League City, Texas 77573

Re: Proposal for Professional Engineering Services  
for FM 518 and Bay Area Boulevard Intersection Improvements  
League City, Texas  
EHRA Project No. 241-114-00 (10)

Dear Ms. Oyler:

Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (Engineer) is pleased to submit this proposal for professional engineering services to the City of League City (City) for intersection improvements and traffic signal modifications at FM 518 and Bay Area Boulevard in League City, Texas (the Project). Our project understanding, Scope of Services schedule and fees are presented below.

### **PROJECT UNDERSTANDING**

Based on our meeting with City staff on November 4, 2024, and visits to the Project site, it is our understanding that the City intends to add a southbound right-turn lane, extend the existing northbound left-turn lane, and modify the existing traffic signal system (i.e., relocating ped poles as applicable, etc.) to accommodate the addition of the southbound right-turn lane at the intersection of FM 518 and Bay Area Boulevard.

### **INFORMATION PROVIDED BY CITY**

The City shall provide the following information, if available, as requested by Engineer:

- Available engineering and record (as-built) drawings for the project site;
- Traffic count information; and
- Any previous traffic studies that include the subject intersection.

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## SCOPE OF SERVICES

Engineer will provide professional engineering services as follows:

### 1. BASIC SERVICES

#### A. DESIGN

##### Task 1: Preliminary Engineering (30% Design)

Engineer will prepare a preliminary layout for the improvements listed above and submit to the City for review. The plans will illustrate the existing conditions and proposed concepts of roadway/intersection geometry including sidewalks adjustments, traffic signal modifications (as applicable), and relationship of various design components. Engineer will prepare the Preliminary Opinion of Probable Construction Cost (OPCC). Improvements will be designed based on City of League City's published design standards and specifications. If City standards are not applicable or relevant, TxDOT standards and specifications will be used.

Engineer will evaluate adequacy of turning path using AutoTURN based on the TxDOT recommended design vehicle and prepare exhibits for the proposed southbound right-turn lane at the intersection.

##### Task 2: Turn Lanes and Sidewalks Improvements Design

This task includes the design of a southbound right-turn lane and extension of the existing northbound left-turn lane after developing the preliminary layout. The length of the southbound right-turn lane is anticipated to include approximate 250-feet of storage and 50-feet of taper length. It is anticipated that sidewalks adjustments limits will be based on the conflicts of the existing sidewalks and the addition of the southbound right turn lane. The length of the northbound left-turn lane will be extended from 135-feet to 350-feet which includes 250-feet of storage and 100-feet of taper length, and the monument relocation will need to be identified in the design plan due to the left-turn lane extension. Intersection geometric improvements will be designed based on City of League City's published design standards and specifications. If City standards are not applicable or relevant, TxDOT standards and specifications will be used. The final design documents will include the following items:

- Demolition or Removal Plans – Engineer will prepare a demolition plan showing all the features to be removed or relocated as part of the intersection improvements.
- Paving Plans – Engineer will prepare paving layout design for the proposed turn lane improvements and the sidewalks adjustments. The proposed paving layout will show the turn lane dimensions, stations/offsets and elevations at key points,

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sidewalks adjustments and tie-ins, ADA ramps adjustments (as applicable), necessary pavement markings and signage, and pavement details. Engineer will include proposed typical sections for each of the turn lanes and roadway improvements. The typical section will show the pavement and subgrade section, existing and proposed edge of pavement (or curb), existing right-of-way, and travel lanes. No profile will be needed, the plan will show the existing and proposed horizontal roadway improvements with tie-in elevations.

Engineer will show the storm drain adjustments due to the proposed turn lane improvements in paving layout sheets. Adjustments could include relocating inlets, adding inlets, adjusting manhole elevations, extending safety end treatments (SETs), and typical re-grading. **No drainage area map, hydraulic calculations or drainage study will be performed. Should a need for these services arise during the course of the Project, it will be considered Additional Services.**

- Signage and Pavement Markings – Engineer will prepare signage and pavement markings layout that will identify the various types of pavement markings, pavement markers, proposed signage, intersection crosswalks and stop lines. Engineer will also identify existing signs that are not currently warranted. The proposed signage and pavement markings layout will cover 350-feet along northbound approach and 300-feet along southbound approach of the intersection and crosswalks adjustments (as applicable) at the signalized intersection.
- Traffic Control Plans (TCP) – Engineer will prepare TCP sheets that show lane closures required for the construction of each turn lane and roadway improvements. Traffic control will show the temporary signage, pavement markings, and channelizing devices with spacing required to provide traffic flow during construction. TCP will follow City of League City guidelines, TxDOT standards, and Part VI of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Erosion Control Plan – Engineer will prepare a plan to show erosion control measures to be installed prior to disturbance of the Project area.
- Tree Disposition Plan – Engineer will engage a sub-consultant M2L Associates to perform a Tree Disposition Plan of the subject intersection improvements project. The proposal from the sub-consultant with detailed scope and fee is attached. The fee for Tree Disposition Plan services will be reimbursed at cost plus 10%.

### Task 3: Traffic Signal Modifications Design

TxDOT has recently rebuilt a traffic signal at this subject intersection. The traffic signal system modifications will be designed based on the existing topographic survey, right-of-way

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information, TxDOT rebuild traffic signal system, and overall intersection geometrics in accordance with TxDOT's published design standards and specifications.

Traffic signal modification design plans will include the basis of estimate, traffic signal modification notes, proposed signal modification layout sheet, and any applicable standard drawings. Design of signal modifications at this intersection will include relocating the existing ped poles (as applicable) with ped signals, push buttons and wiring to accommodate the addition of the southbound right turn lane. It is anticipated that traffic signal modification design will be covered in one layout sheet.

The proposed signal modification layout sheets will include right-of-way, roadway geometrics, any modifications to ADA ramps, crosswalks, locations and configurations of traffic and pedestrian signal heads, push buttons, vehicle detection system, pole location, mast arms, luminaires, location of controller cabinet and electrical service, pull box location, conduit runs and cable size (electrical schedule), and other traffic signal related signs.

No site-specific traffic control plan will be required for traffic signal modifications. The City's standard traffic control plan sheets will cover signal modifications at this Intersection.

#### Task 4: Utility Conflict Summary & Coordination

Engineer will identify if there are any existing utility conflicts with proposed intersection improvements and traffic signal modifications. A summary of utility conflicts will be prepared and provided to the City. The utility conflict list shall identify the owner of the facility, the contact person (with address and telephone number), location of conflict (station and offset), type of facility, effect on construction, and type of adjustment necessary. Engineer will perform design phase coordination and submittal to utility companies. The City will perform final coordination with utility companies to resolve the conflicts before the commencement of construction activities.

#### Task 5: TxDOT Coordination

Engineer will coordinate and submit the design plan along with permit application to TxDOT for review and approval. It is anticipated to submit the permit application through TxDOT DAP online system. The coordination will include addressing comments from TxDOT's review. It is anticipated that one (1) meeting will be needed to coordinate with TxDOT to go over the review comments.

#### Deliverables

- Preliminary 30% Submittal – Per Exhibit B requirements including electronic copy of half-size plans.
- Interim 60% Design Submittal – Per Exhibit B requirements including electronic copy of half-size plans and list of technical specifications.



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- Interim 90% Design Submittal – Per Exhibit B requirements including electronic copy and half-size plans and full project manual.
- Final Submittal – Per Exhibit B requirements including electronic copy of half-size plans and full project manual.
- Basis of Estimate.
- Engineer's Opinion of Probable Construction Cost – To be submitted with each milestone submittal.

Final design phase efforts will be considered complete when final plans and project manual have been signed off by Engineering Department. Engineer's submittal documents will follow the requirements as outlined in City's attached Exhibit B. Submit 2 copies of half-size signed plans and project manual along with the electronic copies.

#### B. Bidding Phase Services

Upon completion of final design phase services and City's plan to bid project, Engineer will coordinate with City and provide project manual/bid documents for intersection improvements at subject intersection. The Project manual/bid document will include construction drawings, specifications and bid tables. All other supporting documents will be provided by the City.

Bidding Phase Services will include:

- Assist the City with bids, advertise on Civcast.
- Respond in writing to questions from bidders and prepare addenda, as necessary.
- Attend pre-bid meeting.
- Provide bid tabulations and Engineer's Letter of Recommendation (LOR).
- Provide a maximum of three (3) copies of conformed contracts for execution by City and Contractor.

#### C. Construction Contract Administration Services

Construction Administration Services will include the following:

- Attend a pre-construction meeting with the City, general contractor and construction materials testing contractor.
- Provide a maximum of five (5) copies of half-size conformed plans and project manual to City and Contractor for construction. Additionally, provide one (1) full-size (22" x 34") plans to Engineering Department.
- Make a maximum of three (3) visits to the Project site, one (1) visit/monthly as construction proceeds. The purpose of these visits would be to observe the quality of the work executed and to prepare a construction progress summary.
- Review and approval of submittals and shop drawings.
- Respond to Requests for Information (RFIs).

Ms. Susan Oyler, P.E.

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- Attend substantial completion inspection and assist City in preparation of the punch list.
- Attend the final completion inspection.
- Review Contractor's pay applications for approval.
- Prepare record drawings based on Contractor's mark-ups. Any survey work needed to document as-built conditions will be considered an Additional Service.

D. Direct Expenses

Direct expenses such as reproduction costs, local mileage, deliveries, etc. will be reimbursed at cost plus 10%. A not to exceed budget of \$1,500 is proposed for the project direct expenses. We will not exceed this amount without prior approval of the City.

2. SPECIAL SERVICES

Survey

Engineer will engage a survey sub-consultant **KUO & Associates** to perform a topographic survey of the subject intersection. Topographic survey and right-of-way map will extend 450-feet along northbound approach, 220-feet along southbound approach, and 225-feet to the west of the intersection. Information gathered by the survey will consist of right-of-way, edge of pavement, curb lines, medians, signs, pavement markings, sidewalks, trees, utility poles, drainage structures, and other above ground features within the survey area. Topographic survey will identify and show above and underground utilities that can be reasonably determined via markings by a utility locator service and City's available record plans and information. Construction staking/restacking are not part of this Scope of Services and will be the contractor's responsibility. Engineer will provide the benchmark and control point information to Contractor for staking purposes only. The proposal from the sub-consultant with detailed scope and fee is attached. The fee for survey services will be reimbursed at cost plus 10%.

3. OPTIONAL ADDITIONAL SERVICES

Proposed Right-of-Way Acquisition (Metes & Bounds and Exhibits)

Engineer will engage a survey sub-consultant **KUO & Associates** to provide metes and bounds descriptions with exhibits for two (2) parcels of proposed right-of-way acquisition at northwest side of the intersection if needed for sidewalks adjustments due to the addition of southbound right-turn lane pavements. City will provide parcel acquisition services. The proposal from the sub consultant with detailed scope and fee is attached. The fee for metes and bounds description with exhibits services will be reimbursed at cost plus 10%.

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## **ADDITIONAL SERVICES**

Any work not specified above that may arise will be considered an Additional Service and will subsequently be provided in accordance with the attached Schedule of Hourly Rates or negotiated to a fixed fee. Engineer will not proceed with any Additional Services without prior written authorization by the City. Any Additional Services not contemplated under this Agreement can only be provided by a separate proposal or change order.

Additional Services may include, but are not limited to, the following:

1. Traffic Data Collection
2. Traffic Study
3. Any type of Subsurface Utility Engineering (SUE) **except as listed**
4. Geotechnical Services
5. Proposed Right-of-Way Acquisition and Metes & Bounds not specified above
6. Drainage Study or any Hydraulic Calculation
7. Construction Staking/Re-staking Services
8. Sight Distance Analysis and Exhibits
9. Signal Interconnect Sheets
10. Signal Timing Implementation
11. Services of Construction Material Testing provider

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**COMPENSATION**

**The fee for Basic Services is \$128,325.00, the fee for Special Services is \$12,045.00, and the fee for Optional Additional Services is \$8,800.00, for a total fee of \$149,170.00.** All project-related direct expenses are included in the total fee. The breakdown of the total fee is detailed below:

Scope of Services		Fee
<b>1. BASIC SERVICES</b>		
<b>A. Design (Lump Sum)</b>	Task 1: Preliminary Engineering (30% Design)*	\$12,645.00
	Task 2: Turn Lanes and Sidewalks Improvements Design*	\$68,680.00
	Task 3: Traffic Signal Modifications Design*	\$6,000.00
	Task 4: Utility Conflict Summary & Coordination*	\$9,000.00
	Task 5: TxDOT Coordination*	\$6,500.00
<b>Sub-Total (Design)</b>		<b>\$102,825.00</b>
<b>B. Bidding Phase Services (Lump Sum)</b>	Bidding Phase Services	\$8,000.00
<b>C. Construction Contract Administration Services (Lump Sum)</b>	Construction Contract Administration Services	\$16,000.00
<b>D. Direct Expenses</b>	Reimbursable Expenses (Cost Plus 10%)	\$1,500.00
<b>TOTAL BASIC SERVICES FEE</b>		<b>\$128,325.00</b>
<b>2. SPECIAL SERVICES</b>		
<b>Survey</b>	Topographic Survey (Cost Plus 10%)*	\$12,045.00
<b>TOTAL SPECIAL SERVICES</b>		<b>\$12,045.00</b>
<b>3. OPTIONAL ADDITIONAL SERVICES</b>		
<b>Proposed Right-of-Way Acquisition</b>	Metes & Bounds and Exhibits (2 Parcels) (\$4,000.00 per Each Parcel) (Cost Plus 10%)	\$8,800.00
<b>TOTAL OPTIONAL ADDITIONAL SERVICES</b>		<b>\$8,800.00</b>
<b>TOTAL (BASIC &amp; SPECIAL &amp; OPTIONAL ADDITIONAL) SERVICES FEE</b>		<b>\$149,170.00</b>

\*Time-critical tasks totaling \$114,870.00 to be completed in 245 days, excluding City review, TxDOT review and approval periods.





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**SCHEDULE:**

We anticipate the following project schedule:

- Topographic Survey, Preliminary Engineering, and 30% plans: 75 days from Notice to Proceed (NTP)
- 60% Design Plans: 70 days from receipt of 30% comments
- 90% Design Plans: 70 days from receipt of 60% comments
- Final Design Plans: 30 days from receipt of 90% comments
- Bid & Award: Estimated 75 days
- Construction Phase: Estimated 90 days

Engineer will not be responsible for delays to any time critical items that are caused by such actions that Engineer does not control.

**PAYMENT**

Engineer shall submit monthly invoice(s) for services rendered and for reimbursable expenses incurred. City shall make prompt monthly payment(s) in response to Engineer's invoice(s).

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Ms. Susan Oyler, P.E.

February 12, 2025

Page 10

We thank you for the opportunity to provide professional engineering services and we look forward to working with you on this project.

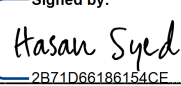
ENGINEER

**EDMINSTER, HINSHAW, RUSS  
& ASSOCIATES, INC. d/b/a EHRA**

Signed by:  
  
By: \_\_\_\_\_  
C2FA08CE15934B0...

Yuzhen "Nikki" Liang, P.E.  
Project Manager  
Traffic and Transportation Engineering  
2/13/2025

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

Signed by:  
  
By: \_\_\_\_\_  
2B71D66186154CE

A. Hasan Syed, P.E.  
Managing Senior Principal  
2/13/2025

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

YL/sf

Attachments: KUO & Associates - Topographic Surveying Services Proposal  
M2L - Tree Preservation Arborist Proposal  
Schedule of Hourly Rates and Other Direct Costs (2024PW-ODCM+10%)





10300 Westoffice Drive, Ste. 800  
 Houston, TX 77042  
 Phone: (713) 975-8769  
 Fax: (713) 975-0920  
 Engineering Firm Reg. No. F-4578  
 Surveying Firm Reg. No. 10075600  
 www.kuoassociates.com

February 4, 2025

Yuzhen "Nikki" Liang, P.E.  
 Project Manager  
 EHRA  
 10011 Meadowglen Lane  
 Houston, TX 77042

**Re: Intersections Improvement– W Bay Area Blvd. @ FM 518, League City**  
 Topographic Surveying Services

Dear Ms. Liang

Kuo & Associates, LLC is pleased to submit this proposal to perform surveying services for intersections I improvements at intersection of W Bay Area Blvd. at FM 518, League City (City) for the following limits:

Street	From	To	Length (LF)
W Bay Area Blvd. (East edge of Median to West ROW+10')	North side of FM 518	450' to north	450
FM 518 (from north curb to ROW+10')	West side of W Bay Area Blvd	225' to west	225
W Bay Area Blvd (Median)	South side of FM 518	450' to south	450
<b>Total</b>			1,125

Scope of work and fee will be as follows:

**SCOPE OF WORK**

Scope of work will consist of the following items of surveying as Basic and Optional Additional Services:

BASIC SERVICE	
Items	Services
Task 1	Topographic Surveying

OPTIONAL ADDITIONAL SERVICE	
Items	Services
Task 1	Proposed ROW Parcel Map and Metes and Bounds (2 Parcels)

**BASIC SERVICE:**

**Task 1: Topographic Surveying**

Topographic Survey will be done along road segments within the limit of work. Topographic The survey shall conform to all requirements of City of League City and Category 6, Condition 3 survey of TSPS Manual as applicable. In general, the scope for survey will include the following tasks:

February 4, 2025  
Proposal for Land Surveying  
W Bay Area Blvd. @ FM 518

Page No. 2

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88, 2001 adj.
- Survey will be tied to the available League City Survey Monument.
- Surveying cross sections to obtain elevations along the streets within limit at a spacing not to exceed 100' c-c. Cross sections will be surveyed to delineate shape of the road and the median and obtain elevations at roadside ditch, curb, gutter, center of the street, ROW line, etc. Adequate elevations will be obtained at the potential locations for paving and grading changes (such as at the locations of ramps, left turn lanes, mounds along median, etc.) to facilitate design works.
- Topographic surveying of planimetric and utility features for the limit including but not limited to edge of road, sidewalk, ramp, landscape, trees (4-inch and larger with size and names), signs, stripes, pavement expansion joints, loop detectors (if any), inlets, manholes, ditch, poles, valves, meters, fire hydrant, power pole with attached conduit (if any), light pole, sprinkler heads, etc. In general, survey width of topo surveying will be 20' beyond the ROW line, if accessible. Survey topo features at remaining corners for more or less 50'in each direction in between curb and ROW+10'.
- Survey existing pavement markings.
- Obtaining the lowest clearance to the overhead communication lines and power line as feasible.
- Inverting all manholes and inlets to obtain flow line and pipe size information on existing utility lines. However, in compliance with the safety requirements, electric and communication manholes will not be opened under the scope of this project. The information on electric and communication cable/conduit lines are typically shown based on the available record drawings.
- Mark in the field power pole/street light conflicts as found during design phase (assume one mobilization)
- Utility research includes contacting One Call (811), private utility companies and obtaining record drawings. Prepare a table with Utility contact information.
- Delineate estimated ROW lines with limited abstracting without the benefit of Boundary Category Survey.
- Preparation of a drawing with surveyed information along with estimated ROW lines, above and underground utility lines (with Level C & D SUE information) in AutoCAD Civil 3D for plan view only. A signed and sealed copy of a topographic survey by a RPLS will be submitted
- Addressing comments upon client/City's review.
- Preparation of survey control map to be signed by a RPLS.
- Submission of the survey field books and ASCII files.

**Exclusions:**

- Delineation of ROW lines by Boundary category Survey
- Preparation of utility profile drawing
- Level A & B SUE
- DTM model for contours

**Deliverables:**

- Signed and sealed Category 6 topographic survey map in PDF
- A CAD drawing for the same in .DWG
- ASCII file of the survey data points.
- Signed and sealed Survey Control Map
- Utility Contact Table
- Copy of field book if requested.

**OPTIONAL ADDITIONAL SERVICES:**

**Task I: Proposed ROW Parcel Map and Metes & Bounds Services**

A Boundary survey will be performed to prepare a parcel map and metes and bounds description for acquiring each Right-of-way parcel in reference to this project if required. At this point two parcels are anticipated at the northwest corner of the intersection along W Bay Area Blvd. The survey will

February 4, 2025  
 Proposal for Land Surveying  
 W Bay Area Blvd. @ FM 518

Page No. 3

comply with Category 1A, Condition 3 survey of the latest TSPS Manual and League City survey requirements as applicable/feasible. The scope of work will include, but not limited to the following:

- Surveying the parcel area as necessary to reflect latest condition.
- Obtain latest limited Title report for each property.
- Preparing plat map drawing for each parcel
- Preparing metes and bound description for the parcel
- Map check closure for the parcel
- Setting the parcel on the ground as appropriate

The deliverables will include signed and sealed parcel maps and descriptions, metes and bounds description and supporting last deed of record for each parcel.

**FEE & SCHEDULE:**

Estimated fees for the above-described works are listed below.

<b>BASIC SERVICES</b>			
<b>Task</b>	<b>Scope</b>	<b>Fee</b>	<b>Schedule</b>
Task 1	Topographic Surveying	\$10,950.00	4 to 5 weeks

<b>OPTIONAL ADDITIONAL SERVICES</b>			
<b>Task</b>	<b>Scope</b>	<b>Fee</b>	<b>Schedule</b>
Task I	Proposed ROW Parcel Map and Metes & Bounds	\$4,000.00/Ea.	2 to 3 weeks
Estimated budget for <b>2 Parcels \$4,000/Ea.</b>		<b>\$8,000.00</b>	<b>2 to 3 weeks</b>

Details on the level of effort are shown in the attached tables.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.  
 President

Accepted:

\_\_\_\_\_  
 Name:  
 Title:  
 Firm:

February 4, 2025  
 Proposal for Land Surveying  
 W Bay Area Blvd. @ FM 518

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**BASIC SERVICES**

<b>Task 1: Level of Efforts for Topographic Surveying</b>							
ITEM	Survey Manager	RPLS	Survey Tech	CADD	Survey crew	Hrs	Cost
	\$195.00	\$140.00	\$110.00	\$100.00	\$160.00		
Recovery & tie to Benchmark			0.5		0.5	1	\$135.00
Set controls			0.5		1	1.5	\$215.00
GPS controls			0.5		1	1.5	\$215.00
Level controls			0.5		3.5	4	\$615.00
Topo Survey (field work)		1			16	17	\$2,700.00
Manhole inverts					2	2	\$320.00
Marking power pole/street light conflicts (found during design)					2	2	\$320.00
Utility Research/One call			1			1	\$110.00
Limited abstracting						0	\$300.00
Estimated ROW Delineation		2	4	2	2	10	\$1,240.00
Topo plan				16		16	\$1,600.00
Utility plan				10		10	\$1,000.00
Prepare signed and sealed PDF				1		1	\$100.00
Survey Control Map		1	2	8		11	\$1,160.00
Utility contact table preparation			1			1	\$110.00
QC/QA	1			1	2	4	\$615.00
Project Management	1					1	\$195.00
<b>Total Cost</b>							<b>\$10,950.00</b>

**OPTIONAL ADDITIONAL SERVICES**

<b>Task I: Proposed ROW Parcel and Metes &amp; Bounds (For Each Parcel)</b>							
ITEM	Principal	RPLS	SIT	CADD	Survey Crew	Hrs	Cost
	\$195.00	\$140.00	\$110.00	\$100.00	\$160.00		
Survey parcel area & finding rods			0.5		4	4.5	\$695.00
Limited Title Report/CPL							\$310.00
Abstracting and Deed research		2	4			6	\$720.00
Prepare Parcel Map		1	2	8		11	\$1,160.00
Parcel metes and bounds		0.5	1			1.5	\$180.00
Parcel corner set in the ground			0.5		2	2.5	\$375.00
QA/QC		4				4	\$560.00
Proj. Management						0	\$0.00
<b>Total Cost</b>							<b>\$4,000.00/Each</b>

January 21, 2025  
Proposal for Topo Survey  
W Bay Area Blvd. @ FM 518

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M2L ASSOCIATES INC.  
8955 Katy Fwy., Suite 300  
Houston, Texas 77024  
Tel: (713) 722 8897  
Fax: (713) 722 8048

Urban Planning  
Urban Design  
Landscape Architecture

December 12, 2024

Yuzhen Lia, P.E. Liang, P.E.

Project Manager

Edminster Hinshaw Russ & Associates

10011 Meadowglen Ln.

Houston, TX 77042

RE: EHRA2402 - FM 518 and Bay Area Blvd. Tree Preservation Arborist Proposal (revised 2-10-2025)

Dear Nikki,

M2L Associates Inc. is pleased to submit the following proposal to provide tree preservation services for the proposed FM 518 and Bay Area Blvd Tree Preservation Project in League City, Texas. This AGREEMENT is made by and between M2L Associates Inc. hereinafter referred to as CONSULTANT, and EHRA hereinafter referred to as the CLIENT.

The AGREEMENT between the parties consists of the terms and conditions set forth herein. Any changes to this AGREEMENT must be mutually agreed to in writing.

**I. SCOPE OF SERVICES**

A. CONSULTANT shall provide Design Consultation for the following items:

1. Tree preservation for the FM 518 and Bay Area Blvd Tree Preservation Project (780 lf) and shall include the following corridors;
  - a. Bay Area Blvd from FM 518 north (360 lf)
  - b. Bay Area Blvd from FM 518 south (420 lf)

B. CONSULTANT shall provide consultation services as later described, for the following scope items. The CONSULTANT shall inventory all trees within the Project limits or immediately adjacent to the public rights-of-way according to City of League City Urban Forestry Requirements.

1. Tree preservation analysis.
2. Tree preservation plans, specifications, and details.
3. Tree mitigation plans, specifications, and details.
4. Tree buffer planting plans, specifications, and details.
5. Estimates of probable construction costs.

C. CLIENT shall provide the following related services.

1. Complete topographic and boundary survey including tree survey identifying tree caliper and species for trees 6" in caliper and above.
2. Private property access coordination.

**II. PROCEDURE**

A. **TASK 2 TREE PRESERVATION PLAN** Upon CLIENT's written authorization to proceed, the CONSULTANT shall conduct a thorough site review of all trees within the proposed rights-of-way. The CONSULTANT will become familiar with the site as well as review the proposed roadway layout, utilities, typical cross sections and grades to determine which trees can be protected or partially protected during construction activities. The CONSULTANT shall prepare plans, technical specifications, and an estimate of tree preservation costs at each phase of the project.

- 1). The CONSULTANT shall locate, identify, and review the conditions of all trees and landscape in the public rights-of-way 6" in caliper or greater. The CONSULTANT will utilize a tree and site survey provided by the CLIENT, but will also add any trees that might not show up on the survey. Specimen trees shall be photo documented and reviewed for current health and potential to be preserved.
- 2) The CONSULTANT will review the proposed engineering improvements and potential impact on the existing trees. Based upon this review, the CONSULTANT will propose





specific tree preservation treatments for each tree to be preserved. Trees that are not in good health or may decline during or after construction and pose a potential liability issue will be noted to be removed.

- 3) Tree preservation plans will be submitted at 60%, 90%, and 100% project phases and adhere to any applicable City of League City Code and/or regulation.
- 4) The CONSULTANT has a Texas Certified Arborist on staff who will oversee all phases of the Work within the scope of this proposal.

**B. TASK 2 TREE MITIGATION**

Upon CLIENT's approval of The Tree Preservation Analysis, Preservation Plans, and estimate of probable construction costs, CONSULTANT will develop working drawings and technical specifications to mitigate tree removal and restore existing site landscaping. CONSULTANT shall prepare working drawings and technical sections of specifications(CONSULTANT'S STANDARD SPECIFICATIONS) to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

Upon CLIENT's approval of The Tree Preservation Analysis, Preservation Plans, and estimate of probable construction costs, the CONSULTANT will develop working drawings and technical specifications to provide additional street tree planting buffer along both sides of the proposed roadway between the back of curb and shared use path. The CONSULTANT will develop working drawings and technical specifications to construct the work and shall prepare a final estimate of probable construction cost. CONSULTANT shall prepare working drawings and technical sections of specifications (CONSULTANT'S STANDARD SPECIFICATIONS) to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

In developing working drawings and technical sections of specifications, CONSULTANT shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design of estimate of probable construction cost accepted by the CLIENT at the end of the schematic development phase.

The CONSULTANT shall assist the CLIENT during the bidding process to answer contractor RFIs, issue Addenda, and make changes to the Drawings or Specifications as needed.

**C. TASK 3 CONSTRUCTION PHASE SERVICES**

Upon the successful selection of a qualified contractor by the CLIENT, the CONSULTANT shall assist the CLIENT during the construction period. The CONSULTANT shall perform the following services per the Scope of Work upon verbal or written request by the CLIENT:

- 1) Review Contractor RFIs and submittals relating to CONSULTANT'S Scope of Work.
- 2) Up to two (2)Site visits to review tree preservation techniques and conditions.
- 3) Additional site visits beyond those listed above shall be considered Additional Services

**III. BILLING AND PAYMENT**

The CLIENT will pay CONSULTANT a lump sum Fee for each Task listed. Fees for Professional Services and Reimbursable Costs shall be submitted to the CLIENT by the CONSULTANT monthly and will be due and payable within thirty (30) days from the receipt of said invoice. If the CLIENT objects to all or any portion of the invoice, the CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid within thirty (30) days of date of invoice.

<u>Item</u>	<u>Fee</u>
1. <i>Task 1: Tree Preservation Plan</i>	\$ 5,500.00
2. <i>Task 2: Tree Mitigation</i>	\$ 3,500.00
3. <i>Task 3: Construction Administration</i>	\$ 2,500.00
<b><i>Subtotal</i></b>	<b><i>\$ 11,500.00</i></b>

*Project related reimbursable expenses are included in the above referenced fees except for project mylars, bid, and construction set printing.*



#### **IV. ADDITIONAL SERVICES**

A. The CLIENT shall provide the following information or services as required for the CONSULTANT to perform work. The CONSULTANT assumes no responsibility and shall not be liable for the accuracy of such information or services provided by the CLIENT. The CONSULTANT shall provide the following services with written authorization by the CLIENT. Such services shall be paid for by the CLIENT as additional services. Additional services shall be provided on a time and material basis and shall be billed at CONSULTANT'S normal billing rates.:

- (1) Complete and final site survey, in digital format, to include site boundary , topographic elevations, existing trees, and existing roadways and /or structures.
- (2) Property legal descriptions.
- (3) Complete and final site engineering drawings in digital format, showing proposed and existing roadways, parking lots, service areas and site improvements, to include, but not limited to, existing and proposed elevations, above and below ground utility structures and piping.
- (4) Soils, geotechnical, structural, electrical or mechanical engineering services.
- (5) Tree inventory, analysis, and preservation plans for trees outside the anticipated area of back of curb disturbance at proposed drainage inlets.
- (6) Work, not defined in the scope of services, requested and/or authorized by the CLIENT.
- (7) Additional work performed due to lack of performance, default, insolvency, errors and/or omissions by other consultants retained by the CLIENT and due to no fault of the CONSULTANT.
- (8) Work performed due to delays as a result of CLIENT decisions or other project reasons and due to no fault of the CONSULTANT.
- (9) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the CLIENT.
- (10) Fees for approved consultants.
- (11) Final Mylar printing for regulatory approval and signatures
- (12) Field review of tree calipers if survey is more than three (3) years old.

#### **V. TERMINATION**

This AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination.

#### **VI. SUCCESSOR AND ASSIGNS**

This Agreement shall be binding upon the CLIENT and the CONSULTANT, and upon both parties' successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

#### **VII. CREDITS AND ACKNOWLEDGMENTS**

The CONSULTANT shall be given proper credit and acknowledgments for all services including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the CLIENT or the CLIENT's agent/CLIENT in such media as project identification boards, published articles or promotional brochures, and interviews and press releases to newspapers, professional journals and other similar publications. The CONSULTANT reserves the right to issue press releases, marketing information and utilize public relations services to make public the role of the CONSULTANT on projects which have been made "public" by the CLIENT or the CLIENT's agent/CLIENT.

#### **VIII. TREE PRESERVATION DISCLOSURE STATEMENT**

The CONSULTANT is a certified arborist. The CONSULTANT has extensive knowledge, education, training, and experience with planting material both existing and proposed. The CONSULTANT cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. The preservation techniques proposed shall not be construed as a warranty or guarantee that the tree will survive and thrive during or after the stress imposed by adjacent construction activities. Furthermore, the CONSULTANT cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways that cannot be fully explained. Unforeseen, existing adverse conditions may occur below ground or within the tree itself that cannot be detected by the CONSULTANT.

#### **IX. CONSULTANT INDEMNIFICATION**

THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, AND TECHNIQUES OF THE CONTRACTOR AND/OR OWNER/CLIENT DURING THE REQUIRED TREE PRESERVATION PERIOD, APPLICABLE CONTRACTOR WARRANTY PERIODS, OR



SUBSEQUENT YEARS AFTER THE COMPLETION OF THE PROJECT AND/OR WARRANTY PERIOD. FURTHERMORE THE CONSULTANT DOES NOT OFFER ANY GUARANTEES OR WARRANTIES THAT TREES SELECTED TO BE PRESERVED WILL REMAIN HEALTHY AND IN GOOD CONDITION IN THE FUTURE.

THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND COSTS, INCLUDING BUT LIMITED TO REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE CLIENT'S FAILURE TO PROPERLY MAINTAIN, OR ENGAGE A CONTRACTOR TO MAINTAIN, THE WORK IN A SATISFACTORY, WORKING CONDITION FOR WHICH THE WORK WAS INTENDED TO BE USED

**X. CLIENT INDEMNIFICATION**

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS CLIENT FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) ARISING OUT OF THE DEATH OR BODILY INJURY TO ANY PERSON OR THE DESTRUCTION OR DAMAGE TO ANY PROPERTY, TO THE EXTENT CAUSED, DURING PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, BY THE NEGLIGENT ACTS, ERRORS AND OMISSIONS OF THE CONSULTANT OR ANYONE FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE, [SUBJECT TO THE LIMITATIONS SET FORTH IN THE LIMITATION OF LIABILITY ARTICLE OF THIS AGREEMENT].

THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, IT OFFICERS, DIRECTORS, PRINCIPALS AND EMPLOYEES, FROM ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OR THE CLIENT, CLIENT'S CONTRACTORS, CONSULTANTS OR ANYONE FOR WHOM CLIENT IS LEGALLY RESPONSIBLE.

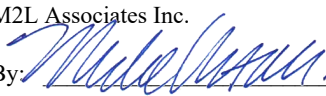
**X. PROFESSIONAL PRACTICE JURISDICTION**

In the event that the Client has a complaint and/or grievance against the CONSULTANT'S employees during the performance of any of the Services, the Client shall direct all such complaints to the Texas Board of Architectural Examiners who has jurisdiction over the professional practice of persons registered as landscape architects in Texas. at the Address listed below.

Texas Board of Architectural Examiners  
Architecture/Interior Design/Landscape Architecture  
P O Box 12337  
Austin, TX 78711  
Telephone: 512/305-9000  
Fax: 512/305-8900

The Parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed by the CLIENT, below.

Agreed By and Between:

M2L Associates Inc.  
By:   
Michael Mauer, ISA, ASLA  
Title: Principal  
Date: 02/10/2025

EHRA, Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**EHRA ENGINEERING**  
**PUBLIC WORKS**  
**2024 SCHEDULE OF HOURLY RATES**

**Engineering, Design and Production**

Engineer I	\$ 120
Engineer II	135
Engineer III	150
Project Engineer	160
Senior Project Engineer	175
Assistant Project Manager	195
Project Manager	215
Senior Project Manager I	235
Senior Project Manager II	255
Practice Area Leader - Engineering	275
Principal	325
CAD Technician I	120
CAD Technician II	125
CAD Technician III	130
CAD Technician IV	135
Design CAD Technician I	140
Design CAD Technician II	145
Senior Design CAD Technician	155
Project Coordinator	150
Assistant Design and Production Manager	170
Design and Production Manager	205
GIS Technician I	100
GIS Technician II	115
GIS Technician III	125
GIS Specialist	175
GIS Manager	180

**Surveying**

Survey Rod Person	\$ 55
Survey Instrument Person	80
Survey Party Chief	110
Survey Field Supervisor	145
Survey 1 Person GPS/Robotic Crew	155
CAD Operator	120
Survey CAD Technician	115
Senior Survey CAD Technician	145
Survey Project Manager/RPLS	210
Senior Survey Project Manager/RPLS	240
Practice Area Leader - Surveying	275

**Construction Phase Services**

Construction Inspector I	\$ 110
Construction Inspector II	120
Construction Inspector III	140
Contract Administrator	110
Contract Administration Manager	115
Assistant Construction Project Manager	165
Construction Project Manager	180
Senior Construction Project Manager	205
Practice Area Leader - Construction Phase Services	275

**Planning and Visioning**

Land Planner I	\$ 115
Land Planner II	130
Land Planner III	145
Land Planner IV	160
Planning Project Manager	180
Senior Planning Project Manager	200
Platting Coordinator	120
Senior Platting Coordinator	140
Platting Manager	180
Practice Area Leader - Planning and Visioning	275

**Landscape Architecture**

Project Landscape Designer	\$ 145
Registered Landscape Architect	185
Practice Area Leader - Landscape Architecture	275

**General**

Accounting Administrator	\$ 130
Bond Issue Supervisor	150
Administrative Assistant	105
Clerical	95

**Other Direct Costs**

Mileage	Cost+10%
Delivery	Cost+10%
Reprographics	Cost+10%
Sub-Consultant Fees	Cost+10%
Advertising	Cost+10%
Plan Review Fees, Governmental Fees	Cost+10%

## **Exhibit B**

Applicable - See Next Pages

## PSA Exhibit B

### PHASE REQUIREMENTS

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

##### A. 30% Submittals (Schematic Design) 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 (Design Development) 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 Number 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 (Construction Documents) 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
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

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

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