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 **the SH 96 at Columbia Memorial Pkwy and SH 96 at FM 270 Intersection Improvements Project**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (or B, if applicable), the terms of this Agreement will prevail.

2. **Term and Termination:** This Agreement shall commence on **May 19, 2025** and shall expire on **September 30, 2027** 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 $**256,000** 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—

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 (**30** pages, including this page)

See Next Page

Exhibit A
Scope and Fee Proposal

April 21, 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 SH 96 at Columbia Memorial Parkway and SH 96 at FM 270 Intersections Improvements
League City, Texas
EHRA Project No. 241-115-00 (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), which include preparation of survey, construction documents and limited construction phase services for intersection geometric and traffic signal related improvements at the intersections of SH 96 (League City Parkway)/FM 270 and SH 96 (League City Parkway)/Columbia Memorial Parkway. It is our understanding the City desires to combine improvements for these two (2) intersections into a single PS&E package. The project is planned to be let by TxDOT for construction with an anticipated letting schedule of July 2026. All design, preparation of construction documents and milestone submittal will be in accordance with TxDOT standards and procedures.

Our project understanding, Scope of Services, schedule, and fees are presented below:

PROJECT UNDERSTANDING

Based on our visits to the Project site and meeting with City and TxDOT Staff on March 20, 2025, the project includes the following improvements:

At intersection of SH 96 and Columbia Memorial Parkway/Bay Ridge Drive:

- Design and rebuild existing traffic signal to current standards.
- Extend existing SH 96 eastbound left-turn lane from 460 ft to approximately 750 ft.
- Extend existing FM 96 westbound left-turn lane from 480 ft to approximately 600 ft.
- Install additional pavement to accommodate an eastbound right-turn lane along SH 96 to achieve 11ft lane and 2 ft shoulder.

- Install additional pavement to accommodate a westbound right-turn lane along SH 96 to achieve 11ft lane and 2 ft shoulder.
- Mill and overlay the eastbound and westbound right-turn lanes.
- Modify the design of the right-turn channelizing islands to replace the rollover curb with a standard 6-inch curb.

At intersection of SH 96 and FM 270 (ST 10 – FY 25):

- Extend existing SH 96 eastbound left-turn lane from 450 ft to approximately 750 ft.
- Extend existing SH 96 westbound left-turn lane from 450 ft to approximately 650 ft.
- Extend existing FM 270 southbound left-turn lane approximately 120 ft by pavement markings only.
- Extend existing FM 270 northbound left-turn lane and northbound right-turn lane approximately 130 ft by pavement markings only.

INFORMATION PROVIDED BY CITY/TXDOT

The City shall provide the following information, if available, as requested by Engineer. Engineer will work through the City to obtain any project related information from TxDOT:

- Available engineering and as-built drawings for the project site including existing paving details.
- Traffic count information.

SCOPE OF SERVICES

Engineer will provide professional engineering services as follows:

1.0. BASIC SERVICES

A. DESIGN

Task 1: Preliminary Design (50% Design)

Engineer will prepare a preliminary layout for the improvements listed above and submit them to the City for review. The plans will illustrate the existing conditions and proposed concepts of roadway/intersection geometry, traffic signal, and relationship of various design components. Improvements will be designed based on City of League City and TxDOT's published design standards and specifications applicable to the project. Engineer will revise the preliminary design to address comments from the City and TxDOT and submit them to the City before moving on to Task 2.

Task 2: Intersection Improvements Design

Upon approval of Preliminary Design (50% Design - Task 1) by the City and TxDOT, Engineer will develop construction plans, specifications and estimates for improvements proposed at each location. Engineer will prepare plans to construct new improvements for each location that includes the following:

- Existing Conditions or Demolition Plan – Engineer will prepare demolition plans showing all the features to be removed or relocated as part of the improvements proposed at each location.

- Paving Plans - Engineer will prepare paving layout design for the proposed turn lane improvements at both intersections. The proposed paving layout sheets will show the turn lane dimensions, stations/offsets and elevations at key points, 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 to match with existing paving details, existing and proposed edge of pavement (or curb), existing right-of-way, and travel lanes. Extension of existing left-turn lanes may require removal of existing landscaping along median, water line and sprinkler system in some places. No profile will be needed. The plan will show the existing and proposed horizontal roadway improvements with tie-in elevations. No geotechnical services will be needed. Engineer will match with the existing paving details.

  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.

- Traffic Control Plans (TCP) - Engineer will prepare TCP sheets that show lane closures required for the construction of each turn lane, extension of existing turn lanes and other roadway geometric related 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 TxDOT standards, and Part VI of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

- 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 pavement markings will also include refreshing the existing pavement markings at these two (2) intersections within project limits.

- Erosion Control Plan - Engineer will prepare plan to show erosion control measures to be installed prior to disturbance of the Project area.

Task 3: Traffic Signal Rebuilds Design (SH 96 at Columbia Memorial Parkway)

Engineer will prepare a plan for traffic signal rebuild at the intersection of SH 96 and Columbia Memorial Parkway. The new signal will be a fully actuated, mast-arm configuration system with Video Imaging Vehicle Detection System (VIVDS) detection for vehicles and actuated audible push buttons for pedestrians. The new horizontal LED vehicle signal heads with Illuminated Street Name Signs (ILSN) shall be installed on the mast arm. The intersection will include pole-mounted LED luminaires for safety lighting. Pedestrian related LED countdown signals, push buttons (audible), signing, and crosswalks shall be applied with existing/new ADA ramps, as appropriate. Traffic Signal rebuilds 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 coordinate with Texas New Mexico Power Co (TNMP) for a new meter pole location or if existing one can be utilized, existing power source and if there are any clearance issues of existing overhead power that runs with the proposed signal pole/arms.

Traffic signal design plans will include the basis of estimate, traffic signal notes, existing conditions layout, proposed signal layout sheets, demolition plan, proposed pavement markings, proposed elevations, sidewalk and paving layout, and all applicable standard detail drawings. Existing conditions layout will cover the demolition call outs showing all the features to be removed or relocated as part of a new traffic signal system. The proposed signal layout sheets will include right-of-way, existing roadway geometrics, ADA ramps and crosswalks, traffic signal poles location, mast arms, ped poles (as needed) location, location and configuration of vehicular and pedestrian signal heads, push buttons, vehicle detection system, luminaires, Opticom, PTZ Camera, location of controller cabinet and electrical service, pull box location, conduit runs and cable size (electrical schedule), and traffic signal related signs.

Based on our understanding and field visit, no site-specific traffic control plan will be required for traffic signal construction. The TxDOT and City's standard traffic control plan sheets will cover signal construction at this Intersection. Also, no temporary traffic signal is anticipated to be required during construction. **Should a need for this service arises during the course of the Project, it will be considered Additional Services**

Task 4: Utility Conflict Summary & Coordination

Engineer will identify if there are any existing utility conflicts with proposed intersections improvements and traffic signal rebuilds. 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 and/or TxDOT 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 plans through the City to TxDOT for review and approval. The coordination will include addressing comments from TxDOT's review. It is anticipated that two (2) meetings will be needed to coordinate with TxDOT to go over the review comments.

Final design phase efforts will be considered complete when final plans have been signed off by Engineering Department and approved by TxDOT. Engineer's submittal documents will follow the requirements as outlined in City's attached Exhibit B and TxDOT standards.

B. As-Needed Bid/Letting Assistance

Engineer recommends a budget not-to-exceed $3,000.00 be set for any assistance which may arise during the Bid/Letting phase of the project by TxDOT. This service will be provided on an hourly basis and on as-needed basis. Engineer will not exceed said budget without prior approval from the City.

C. Limited Construction Contract Administration Services

Construction Administration Services will include the following:

- Attend a pre-construction meeting with the City and TxDOT, general contractor, and construction materials testing contractor.
- Provide a maximum of five (5) copies of half-size conformed plans and project manual to City, TxDOT 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 executed work and to prepare a construction progress summary.
- Respond to Requests for Information (RFIs).
- Attend substantial completion inspection and assist City and TxDOT in preparation of punch list.
- Attend final completion inspection.
- Prepare record drawings based on Contractor's mark-ups. Any survey work needed to document as-built conditions will be considered an Additional Service.

The Construction Contract Administration Services will be provided on **an hourly basis**.

D. Direct Expenses

Direct expenses such as reproduction costs, mileage, deliveries, etc. will be reimbursed at cost plus, 10%. **Reimbursable fees are anticipated to total less than $3,000.00**.

2.0. SPECIAL SERVICES

A. Survey

Engineer will engage a survey sub-consultant **KUO & Associates** to perform a topographic and ROW survey of these two (2) subject intersections. Topographic survey and right-of-way map will extend 800-feet along eastbound and westbound approaches; 600-feet along northbound and southbound approaches at the intersection of SH 96 and FM 270. Topographic survey and right-of-way map will extend 800-feet along eastbound and westbound approaches; 400-feet along northbound and southbound approaches at the intersection of SH 96 and Columbia Memorial Parkway. 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%.

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. Geotechnical Study
4. Any type of Subsurface Utility Engineering (SUE)
5. Tree Disposition Plan
6. Proposed Right-of-Way Acquisition and Metes & Bounds
7. Drainage Study or any Hydraulic Calculation
8. Construction Staking/Re-staking Services

9. Temporary Traffic Signal Design
10. Signal Interconnect Sheets
11. Signal Timing Implementation
12. Services of Construction Material Testing provider
13. Metes & Bounds and Exhibits.

COMPENSATION

The fee for Basic Services is $205,500.00 and the fee for Special Services is $50,500.00, for a total fee of $256,000.00. All project-related direct expenses are included in the total fee. The breakdown of the total fee is detailed below:

SCOPE OF SERVICES		Fee
1.0 BASIC SERVICES		
A. Design (Lump Sum)	Task 1: Preliminary Engineering (50% Design)*	$30,500.00
	Task 2: Intersection Improvements Design*	$89,500.00
	Task 3: Traffic Signal Rebuilds Design*	$35,000.00
	Task 4: Utility Conflict Summary & Coordination*	$14,000.00
	Task 5: TxDOT Coordination*	$10,500.00
Sub-Total (Design)		**$179,500.00**
B. As-Needed Bid/Letting Assistance (Hourly, not to exceed)	As-Needed Bid/Letting Assistance	$3,000.00
C. Limited Construction Contract Administration Services (Hourly, not to exceed)	Limited Construction Contract Administration Services	$20,000.00
D. Direct Expenses	Reimbursable Expenses (Cost Plus 10%)	$3,000.00
TOTAL BASIC SERVICES FEE		**$205,500.00**
2.0 SPECIAL SERVICES		
Survey	Topographic Survey (Cost Plus 10%)*	$50,500.00
TOTAL SPECIAL SERVICES		**$50,500.00**
TOTAL BASIC & SPECIAL SERVICES FEE		**$256,000.00**

***Time-critical tasks totaling $230,000.00 to be completed in 230 days, excluding city and TxDOT review and approval periods.**

SCHEDULE:

We anticipate the following project schedule:

- Topographic Survey, Preliminary Engineering, and 50% plans: 125 days from Notice to Proceed (NTP)
- 90% Design Plans: 75 days from receipt of 50% comments from City and TxDOT
- Final Design Plans: 30 days from receipt of 90% comments from City and TxDOT

Above schedule excludes review and approval periods by City and TxDot. 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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We thank you for the opportunity to provide professional surveying, engineering, and construction phase 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: Mohammad Huq
F4CF57D2ED004C8...
Mohammad Huq, P.E., PTOE
Senior Project Manager
Traffic and Transportation Engineering

Date: 4/22/2025

Signed by:
By: Hasan Syed
2B71D66186154CE...
A. Hasan Syed, P.E.
Senior Managing Principal

Date: 4/22/2025

MH/sf
Attachment: KUO & Associates Proposals (2)
Project Locations
City of League City - PSA Exhibit "B" Phase Requirements
2025 Schedule of Hourly Rates (2025STD-ODCM +10%)

KUO & ASSOCIATES
ENGINEERING + SURVEYING

April 15, 2025

Mohammad Huq, P.E. PTOE
Assistant Director of Traffic
EHRA
24285 Katy Freeway, Suite 250
Katy, TX 77494

Re: Intersections Improvement– SH 96 @ Columbia Memorial Parkway/Bay Ridge Dr.
Topographic Surveying Services

Dear Mr. Huq:

Kuo & Associates, LLC is pleased to submit this proposal to perform surveying services for improvements at intersection of SH 96 (League City Parkway) and Columbia Memorial Parkway , League City (City) for the following limits and as shown in the attached exhibit:

Street	From	To	Length (LF)
SH 96	800' west of Columbia Memorial Pkwy/Bay Ridge Dr	800' east of Columbia Memorial Pkwy/Bay Ridge Dr	1,600
Columbia Memorial Pkwy/Bay Ridge Dr.	400' north of SH 96	400' south of SH 96	800
Total			2,400

Scope of work and fee will be as follows:

SCOPE OF WORK

Scope of work will consist of performing topographic surveying for the above described limit.

Topographic Survey will be done along road segments within the limit of work. Topographic The survey shall conform to all requirements of Survey shall conform to all requirements as outlined in the latest TxDOT Local Let survey checklist (see attached), 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:

- 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 nearby TxDOT Monument and City of Houston Monument as applicable for TxDOT Local Let Survey Checklist. Your office will be providing cut sheet on TxDOT Monument nearest to the project limit.
- 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.

10300 Westoffice Drive, Ste 800
Houston, TX 77042
Phone: (713) 975-8769
TX Engineering Firm No. F-4578

- 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 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.
- A survey control map will be prepared to meet TxDOT Local Let Survey Criteria The survey control map will be signed and sealed by a Registered Professional Land Surveyor in charge of the project.
- Submission of the survey field books and ASCII files.

Exclusions

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

Deliverables:

- Signed and sealed Survey control map for topographic survey in compliance with TxDOT Local Let project
- A CAD drawing of topographic survey in AutoCAD Civil 3D and MicroStation DGN
- ASCII file of the survey data points.
- Utility Contact Table
- Copy of field book if requested.

Kuo & Associates, LLC
10300 Westoffice Dr., Ste 800
Houston, TX 77042
TX Engineering Firm No. F-4578
TX Surveying Firm No. 10075600

FEE & SCHEDULE:

Estimated fees for the above-described scope is listed below.

Location	Scope	Quantity	Total Cost
SH 96 @ Columbia Memorial Pkwy.	Topographic Surveying	2,400 LF	$21,985.00

Details on the level of effort are shown in the attached table. We anticipate more or less 4 to 6 weeks to complete works (1 week to mobilize, 3 weeks to complete field work and 2 weeks to complete CAD drafting).

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

Sincerely,

Shaheen Chowdhury

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

President

Accepted:

_____

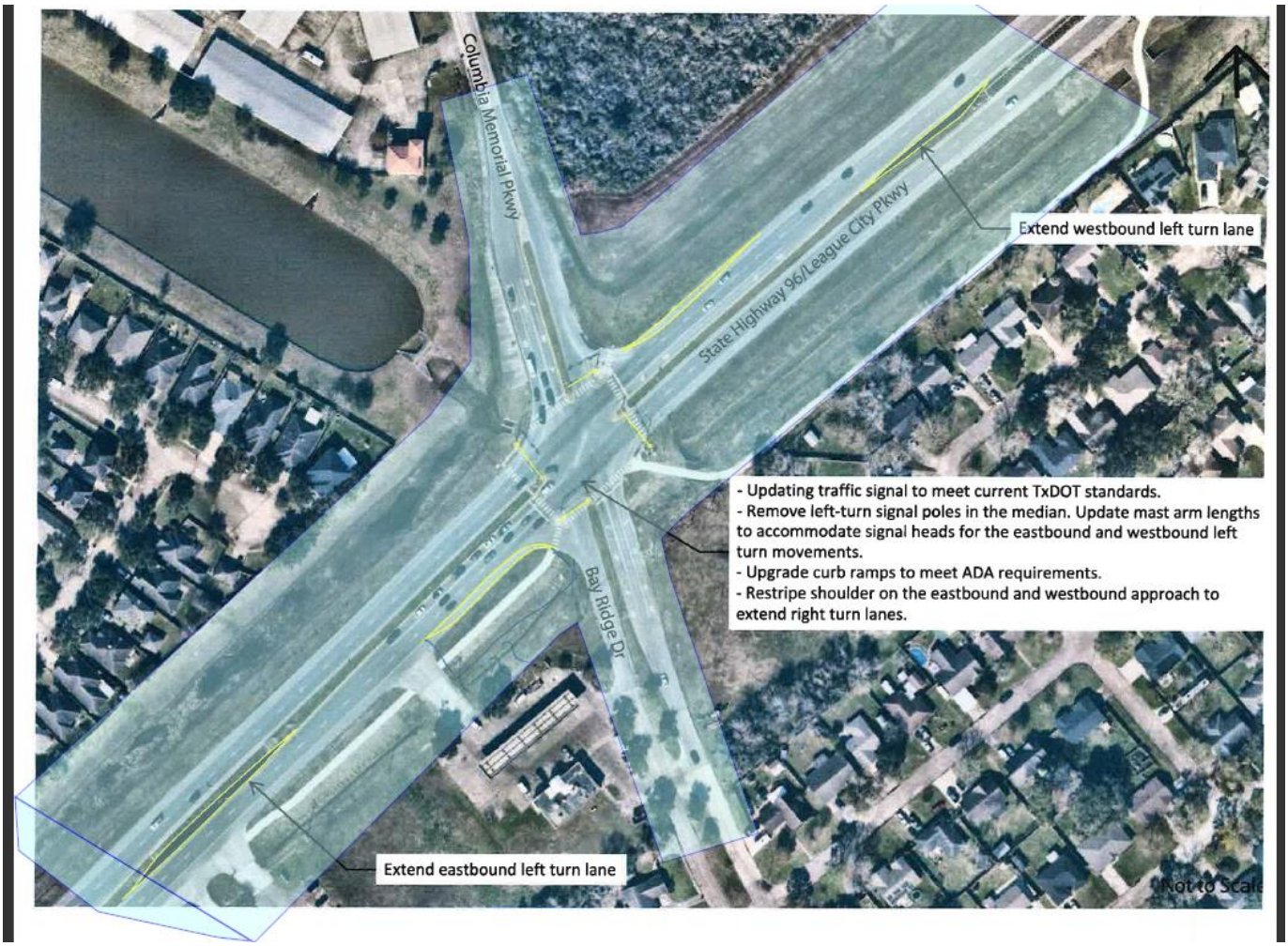
Name:

Title:

Firm:

Level of Efforts: Topographic Survey: SH 96 @ Columbia Memorial Parkway								
Task	Scope	RPLS $150.00	SIT $110.00	CADD $95.00	Crew $150.00	Total Hrs	Total Cost	FEE
Survey Controls	Tie to Benchmark				1.0	1.00	$150.00	$3,565.00
	Set Survey controls				1.0	1.00	$150.00	
	Horizontal control work (GPS)		0.5		1.5	2.00	$280.00	
	Vertical control work (Level loop)		0.5		4.0	4.50	$655.00	
	CAD-Prepare Survey control map		6.0	16.0		22.00	$2,180.00	
	QC/QA	1.0				1.00	$150.00	
Survey Field Work	Topo survey -Road (2400')		4		40	44.00	$6,440.00	$9,170.00
	Manhole/inlet inverts		1		4	5.00	$710.00	
	Search and survey iron rods		1		6	7.00	$1,010.00	
	Stake points/center line		1		4	5.00	$710.00	
	QC/QA	2				2.00	$300.00	
CAD-Topo	Prepare topo plan drawing (no utilities)		4	24		28.00	$2,720.00	$5,480.00
	Delineate estimate ROW lines	4	8			12.00	$1,480.00	
	QC/QA - Topo plan	2		4	4	10.00	$1,280.00	
CAD -Utilities	Utility coordination (one call/map request, COH records...)		2			2.00	$220.00	$3,620.00
	Delineate utilities (plan view, SUE Level C & D)		4	24		28.00	$2,720.00	
	QC/QA - Utility plan	2		4		6.00	$680.00	
	Project Management	1				1.00	$150.00	$150.00
Total								$21,985.00

Kuo & Associates, LLC
10300 Westoffice Dr., Ste 800
Houston, TX 77042
TX Engineering Firm No. F-4578
TX Surveying Firm No. 10075600



Kuo & Associates, LLC
10300 Westoffice Dr., Ste 800
Houston, TX 77042
TX Engineering Firm No. F-4578
TX Surveying Firm No. 10075600

October 12, 2020

Texas Department of Transportation – Houston District
Local-Let Survey Control Checklist

RCSJ:	_____	Control Point Numbers:
CCSJ:	_____	_____
HIGHWAY:	_____	_____
COUNTY:	_____	_____
LIMITS:	_____	_____
DATE IN:	_____	_____
DATE OUT:	_____	_____

I. SURVEY CONTROL INDEX SHEET

A. Sheet Format

1. ___ 11”x17” sheet.
2. ___ Landscape layout.
3. ___ Notes, seals, and title block in right column.

B. Control Index Layout

1. ___ Line drawing showing multiple control points in relation to road – Includes:
   a. ___ Outline of road.
      1. ___ Label road names with correct spelling.
      2. ___ Line work from planimetric (optional).
   b. ___ Control points.
      1. ___ Use triangle symbol for control points.
      2. ___ Use “+” symbol for panel points.
      3. ___ Label control point names near symbols.
      4. ___ Show offsite control points in relation to project.
2. ___ Matchline stationing (nearest 100 foot station) shown at beginning and ending of each layout sheet (as applicable).
3. ___ Begin Project / End Project text boxes – Includes:
   a. ___ Text: Begin Project / End Project (as applicable).
   b. ___ Construction CSJ number.
   c. ___ Baseline station.
   d. ___ N and E coordinates (shown with commas and two decimal places).
   e. ___ Latitude and Longitude (shown to four decimal places).
4. ___ North arrow shown in upper right corner.
5. ___ Table showing control point information – Includes:
   a. ___ Control point name.
   b. ___ Northing and Easting coordinates (shown with commas and two decimal places).
   c. ___ Elevation (shown to two decimal places with a foot mark).
   d. ___ Description of monument.
6. ___ Table showing traverse information – Includes:
   a. ___ From – Name of control point at start of segment.
   b. ___ To – Name of control point at end of segment.
   c. ___ Bearing – Direction of line between control points.
   d. ___ Distance – Straight line measured between control points (shown to two decimal places with a foot mark).
7. ___ Table showing TxDOT coordinate comparison information – Each row includes:
   a. ___ Control point name.
   b. ___ Project Datum Northing and Easting coordinates (shown with commas and two decimal places).

c. ___ Project Datum Elevation (shown to two decimal places with a foot mark).
d. ___ TxDOT-VRS or published Northing, Easting, and Elevation coordinates (same format as other coordinates in b & c).
e. ___ Differential between Project Coordinates and TxDOT Coordinates for Northing, Easting, and Elevation.
f. ___ Source of TxDOT coordinates (VRS, Published).
g. ___ Control monument description.

8. ___ Text scale and bar scale or "Not to Scale" shown at bottom of layout sheet.
9. ___ Specify US Survey Feet as measurement units at bottom of layout sheet.

C. Notes in Right Column

1. ___ Basis of bearings and coordinates.
   a. ___ Texas Coordinate System – Select one of the following:
      1. ___ Central Zone (Montgomery County).
      2. ___ South Central Zone (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
   b. ___ Horizontal Datum – Select one of the following (match control sheets):
      1. ___ NAD 83.
      2. ___ NAD 83 (1993).
      3. ___ NAD 83 (CORS 96).
      4. ___ NAD 83 (2011), Epoch 2010.00.
   c. ___ Vertical Datum = NAVD 88.
   d. ___ Specify grid coordinates or surface coordinates.
   e. ___ Combined Adjustment Factor (surface to grid) – Select one of the following:
      1. ___ Divide by 1.00003 (Montgomery County).
      2. ___ Divide by 1.00013 (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
      3. ___ Other combined adjustment factor (with prior written approval from TxDOT).
   f. ___ Description of survey method used for horizontal data collection.
   g. ___ Names of held horizontal monuments.
   h. ___ Description of survey method used for vertical data collection.
   i. ___ Names of held vertical monuments.
2. ___ Certification – Select one of the following:
   a. ___ Text for new control: The control points shown herein were determined by a survey made on the ground under my supervision.
   b. ___ Text for old control: This survey was performed on the ground under my supervision and represents an update to survey control previously established by (name of company).
3. ___ RPLS Seal – Includes:
   a. ___ Signature of RPLS.
   b. ___ Signature date.
   c. ___ Text: Survey Date: (Month and Year).
4. ___ Area for PE Seal – Includes:
   a. ___ Text: This survey control information has been accepted and incorporated into this PS&E.
   b. ___ Signature of PE.
   c. ___ Signature date.
5. ___ Upper title block in lower right corner of sheet – Includes:
   a. ___ Consultant's name, TBPLS Firm Registration Number, address, phone number.
   b. ___ Highway name in CAPITAL LETTERS.
   c. ___ Title: SURVEY CONTROL INDEX SHEET.
   d. ___ Page numbers are consecutive and do not repeat. (Format = Page # of #).
6. ___ Lower title block in lower right corner of sheet – Includes:
   a. ___ Federal Road Division Number = 6.
   b. ___ State = Texas.

c. ___ Federal Aid Project Number = (blank).
d. ___ Highway Designation.
e. ___ District = HOU.
f. ___ County.
g. ___ Construction CSJ.
h. ___ Sheet number = (blank – to be filled in by PE when added to PS&E plan set).

II. HORIZONTAL AND VERTICAL CONTROL SHEET (FOR PS&E PLAN SETS)

A. Sheet Format

1. ___ 11”x17” sheet.
2. ___ Landscape layout.
3. ___ Maximum of 9 drawing cells per sheet.
4. ___ Notes, seals, and title block in right column.

B. H & V Control Sheet Layout

1. ___ Individual line drawings of control points in separate cells – Includes:
   a. ___ Text in upper left corner of cell – Includes:
      1. ___ Name of control point.
      2. ___ Description of monument.
      3. ___ N and E coordinates (shown with commas and two decimal places).
      4. ___ Elevation (shown to two decimal places with a foot mark).
      5. ___ Station and offset (left / right) from project baseline.
   b. ___ North arrow in upper right corner.
   c. ___ Basic line drawing showing control point in relation to road – Includes:
      1. ___ Outline of road.
         a. ___ Label road names with correct spelling.
         b. ___ Label direction of travel (NB, SB, EB, WB).
      2. ___ Control point.
         a. ___ Use triangle symbol for control point.
         b. ___ Use “+” symbol for panel point.
         c. ___ Label control point name near symbol.
      3. ___ Show a minimum of three ties (measurements) to unique objects for reference.
         a. ___ Scale is large enough to see what ties are used.
         b. ___ Label distances to 1 decimal place with foot marks shown.
      4. ___ Label objects being tied.
         a. ___ Use TxDOT feature code abbreviations.
         b. ___ Label text on signs used as ties.
         c. ___ Label extra features if common object is tied.
      5. ___ Label address or name of store if structures nearby.
   d. ___ Scale used or “Not to Scale” shown at bottom right corner of drawing.
   e. ___ Station Description (along bottom edge of cell) – Brief text describing the general location of the control point in relation to major intersections, and which side of the road the control point can be found.

C. Notes in Right Column

1. ___ Basis of bearings and coordinates.
   a. ___ Texas Coordinate System – Select one of the following:
      1. ___ Central Zone (Montgomery County).
      2. ___ South Central Zone (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
   b. ___ Horizontal Datum – Select one of the following (match control sheets):
      1. ___ NAD 83.
      2. ___ NAD 83 (1993).

3. ___ NAD 83 (CORS 96).
4. ___ NAD 83 (2011), Epoch 2010.00.

c. ___ Vertical Datum = NAVD 88.
d. ___ Specify grid coordinates or surface coordinates.
e. ___ Combined Adjustment Factor (surface to grid) – Select one of the following:
1. ___ Divide by 1.00003 (Montgomery County).
2. ___ Divide by 1.00013 (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
3. ___ Other combined adjustment factor (with prior written approval from TxDOT).
f. ___ Description of survey method used for horizontal data collection.
g. ___ Names of held horizontal monuments.
h. ___ Description of survey method used for vertical data collection.
i. ___ Names of held vertical monuments.

2. ___ Certification – Select one of the following:
a. ___ Text for new control: The control points shown herein were determined by a survey made on the ground under my supervision.
b. ___ Text for old control: This survey was performed on the ground under my supervision and represents an update to survey control previously established by (name of company).

3. ___ RPLS Seal – Includes:
a. ___ Signature of RPLS.
b. ___ Signature date.
c. ___ Text: Survey Date: (Month and Year).

4. ___ Area for PE Seal – Includes:
a. ___ Text: This survey control information has been accepted and incorporated into this PS&E.
b. ___ Signature of PE.
c. ___ Signature date.

5. ___ Upper title block in lower right corner of sheet – Includes:
a. ___ Consultant's name, TBPLS Firm Registration Number, address, phone number.
b. ___ Highway name in CAPITAL LETTERS.
c. ___ Title: HORIZONTAL & VERTICAL CONTROL SHEET.
d. ___ Page numbers are consecutive and do not repeat. (Format = Page # of #).

6. ___ Lower title block in lower right corner of sheet – Includes:
a. ___ Federal Road Division Number = 6.
b. ___ State = Texas.
c. ___ Federal Aid Project Number = (blank).
d. ___ Highway Designation.
e. ___ District = HOU.
f. ___ County.
g. ___ Construction CSJ.
h. ___ Sheet number = (blank – to be filled in by PE when added to PS&E plan set).

The Local-Let Control Sheet document set has been reviewed by:

Name _____ Date _____

Additional Notes:

KUO & ASSOCIATES
ENGINEERING + SURVEYING

April 15, 2025

Mohammad Huq, P.E. PTOE
Assistant Director of Traffic
EHRA
24285 Katy Freeway, Suite 250
Katy, TX 77494

Re: Intersections Improvement– SH 96 @ FM 270
Topographic Surveying Services

Dear Mr. Huq:

Kuo & Associates, LLC is pleased to submit this proposal to perform surveying services for improvements at intersection of SH 96 (League City Parkway) and FM 270 , League City (City) for the following limits and as shown in the attached exhibit:

Street	From	To	Length (LF)
SH 96	800' west of FM 270	800' east of FM 270	1,600
FM 270	600' north of SH 96	600' south of SH 96	1,200
Total			2,800

Scope of work and fee will be as follows:

SCOPE OF WORK

Scope of work will consist of performing topographic surveying for the above described limit.

Topographic Survey will be done along road segments within the limit of work. Topographic The survey shall conform to all requirements of Survey shall conform to all requirements as outlined in the latest TxDOT Local Let survey checklist (see attached), 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:

- 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 nearby TxDOT Monument and City of Houston Monument as applicable for TxDOT Local Let Survey Checklist. Your office will be providing cut sheet on TxDOT Monument nearest to the project limit.
- 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.

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

- 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 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.
- A survey control map will be prepared to meet TxDOT Local Let Survey Criteria The survey control map will be signed and sealed by a Registered Professional Land Surveyor in charge of the project.
- Submission of the survey field books and ASCII files.

Exclusions

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

Deliverables:

- Signed and sealed Survey control map for topographic survey in compliance with TxDOT Local Let Project
- A CAD drawing of topographic survey in AutoCAD Civil 3D
- ASCII file of the survey data points.
- Utility Contact Table
- Copy of field book if requested.

FEE & SCHEDULE:

Estimated fees for the above-described scope is listed below.

Location	Scope	Quantity	Total Cost
SH 96 @ FM 270	Topographic Surveying	2,800 LF	$23,945.00

Details on the level of effort are shown in the attached table. We anticipate more or less 4 to 6 weeks to complete works (1 week to mobilize, 3 weeks to complete field work and 2 weeks to complete CAD drafting).

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

Sincerely,

Shaheen Chowdhury

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

President

Accepted:

_____

Name:

Title:

Firm:

Level of Efforts: Topographic Survey: SH 96 @ FM 270								
Task	Scope	RPLS	SIT	CADD	Crew	Total Hrs	Total Cost	FEE
		$150.00	$110.00	$95.00	$150.00			
Survey Controls	Tie to Benchmark				1.0	1.00	$150.00	$3,565.00
	Set Survey controls				1.0	1.00	$150.00	
	Horizontal control work (GPS)		0.5		1.5	2.00	$280.00	
	Vertical control work (Level loop)		0.5		4.0	4.50	$655.00	
	CAD-Prepare Survey control map		6.0	16.0		22.00	$2,180.00	
	QC/QA	1.0				1.00	$150.00	
Survey Field Work	Topo survey -Road (2400')		4		48	52.00	$7,640.00	$10,370.00
	Manhole/inlet inverts		1		4	5.00	$710.00	
	Search and survey iron rods		1		6	7.00	$1,010.00	
	Stake points/center line		1		4	5.00	$710.00	
	QC/QA	2				2.00	$300.00	
CAD-Topo	Prepare topo plan drawing (no utilities)		4	28		32.00	$3,100.00	$5,860.00
	Delineate estimate ROW lines	4	8			12.00	$1,480.00	
	QC/QA - Topo plan	2		4	4	10.00	$1,280.00	
CAD -Utilities	Utility coordination (one call/map request, COH records...)		2			2.00	$220.00	$4,000.00
	Delineate utilities (plan view, SUE Level C & D)		4	28		32.00	$3,100.00	
	QC/QA - Utility plan	2		4		6.00	$680.00	
Proj Mgmt	Project Management	1				1.00	$150.00	$150.00
Total								$23,945.00

Kuo & Associates, LLC
10300 Westoffice Dr., Ste 800
Houston, TX 77042
TX Engineering Firm No. F-4578
TX Surveying Firm No. 10075600

Kuo & Associates, LLC
10300 Westoffice Dr., Ste 800
Houston, TX 77042
TX Engineering Firm No. F-4578
TX Surveying Firm No. 10075600

October 12, 2020

Texas Department of Transportation – Houston District
Local-Let Survey Control Checklist

RCSJ:	_____	Control Point Numbers:
CCSJ:	_____	_____
HIGHWAY:	_____	_____
COUNTY:	_____	_____
LIMITS:	_____	_____
DATE IN:	_____	_____
DATE OUT:	_____	_____

I. SURVEY CONTROL INDEX SHEET

A. Sheet Format

1. ___ 11”x17” sheet.
2. ___ Landscape layout.
3. ___ Notes, seals, and title block in right column.

B. Control Index Layout

1. ___ Line drawing showing multiple control points in relation to road – Includes:
   a. ___ Outline of road.
      1. ___ Label road names with correct spelling.
      2. ___ Line work from planimetric (optional).
   b. ___ Control points.
      1. ___ Use triangle symbol for control points.
      2. ___ Use “+” symbol for panel points.
      3. ___ Label control point names near symbols.
      4. ___ Show offsite control points in relation to project.
2. ___ Matchline stationing (nearest 100 foot station) shown at beginning and ending of each layout sheet (as applicable).
3. ___ Begin Project / End Project text boxes – Includes:
   a. ___ Text: Begin Project / End Project (as applicable).
   b. ___ Construction CSJ number.
   c. ___ Baseline station.
   d. ___ N and E coordinates (shown with commas and two decimal places).
   e. ___ Latitude and Longitude (shown to four decimal places).
4. ___ North arrow shown in upper right corner.
5. ___ Table showing control point information – Includes:
   a. ___ Control point name.
   b. ___ Northing and Easting coordinates (shown with commas and two decimal places).
   c. ___ Elevation (shown to two decimal places with a foot mark).
   d. ___ Description of monument.
6. ___ Table showing traverse information – Includes:
   a. ___ From – Name of control point at start of segment.
   b. ___ To – Name of control point at end of segment.
   c. ___ Bearing – Direction of line between control points.
   d. ___ Distance – Straight line measured between control points (shown to two decimal places with a foot mark).
7. ___ Table showing TxDOT coordinate comparison information – Each row includes:
   a. ___ Control point name.
   b. ___ Project Datum Northing and Easting coordinates (shown with commas and two decimal places).

c. ___ Project Datum Elevation (shown to two decimal places with a foot mark).
d. ___ TxDOT-VRS or published Northing, Easting, and Elevation coordinates (same format as other coordinates in b & c).
e. ___ Differential between Project Coordinates and TxDOT Coordinates for Northing, Easting, and Elevation.
f. ___ Source of TxDOT coordinates (VRS, Published).
g. ___ Control monument description.

8. ___ Text scale and bar scale or "Not to Scale" shown at bottom of layout sheet.
9. ___ Specify US Survey Feet as measurement units at bottom of layout sheet.

C. Notes in Right Column

1. ___ Basis of bearings and coordinates.
   a. ___ Texas Coordinate System – Select one of the following:
      1. ___ Central Zone (Montgomery County).
      2. ___ South Central Zone (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
   b. ___ Horizontal Datum – Select one of the following (match control sheets):
      1. ___ NAD 83.
      2. ___ NAD 83 (1993).
      3. ___ NAD 83 (CORS 96).
      4. ___ NAD 83 (2011), Epoch 2010.00.
   c. ___ Vertical Datum = NAVD 88.
   d. ___ Specify grid coordinates or surface coordinates.
   e. ___ Combined Adjustment Factor (surface to grid) – Select one of the following:
      1. ___ Divide by 1.00003 (Montgomery County).
      2. ___ Divide by 1.00013 (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
      3. ___ Other combined adjustment factor (with prior written approval from TxDOT).
   f. ___ Description of survey method used for horizontal data collection.
   g. ___ Names of held horizontal monuments.
   h. ___ Description of survey method used for vertical data collection.
   i. ___ Names of held vertical monuments.
2. ___ Certification – Select one of the following:
   a. ___ Text for new control: The control points shown herein were determined by a survey made on the ground under my supervision.
   b. ___ Text for old control: This survey was performed on the ground under my supervision and represents an update to survey control previously established by (name of company).
3. ___ RPLS Seal – Includes:
   a. ___ Signature of RPLS.
   b. ___ Signature date.
   c. ___ Text: Survey Date: (Month and Year).
4. ___ Area for PE Seal – Includes:
   a. ___ Text: This survey control information has been accepted and incorporated into this PS&E.
   b. ___ Signature of PE.
   c. ___ Signature date.
5. ___ Upper title block in lower right corner of sheet – Includes:
   a. ___ Consultant's name, TBPLS Firm Registration Number, address, phone number.
   b. ___ Highway name in CAPITAL LETTERS.
   c. ___ Title: SURVEY CONTROL INDEX SHEET.
   d. ___ Page numbers are consecutive and do not repeat. (Format = Page # of #).
6. ___ Lower title block in lower right corner of sheet – Includes:
   a. ___ Federal Road Division Number = 6.
   b. ___ State = Texas.

c. ___ Federal Aid Project Number = (blank).
d. ___ Highway Designation.
e. ___ District = HOU.
f. ___ County.
g. ___ Construction CSJ.
h. ___ Sheet number = (blank – to be filled in by PE when added to PS&E plan set).

II. HORIZONTAL AND VERTICAL CONTROL SHEET (FOR PS&E PLAN SETS)

A. Sheet Format

1. ___ 11”x17” sheet.
2. ___ Landscape layout.
3. ___ Maximum of 9 drawing cells per sheet.
4. ___ Notes, seals, and title block in right column.

B. H & V Control Sheet Layout

1. ___ Individual line drawings of control points in separate cells – Includes:
   a. ___ Text in upper left corner of cell – Includes:
      1. ___ Name of control point.
      2. ___ Description of monument.
      3. ___ N and E coordinates (shown with commas and two decimal places).
      4. ___ Elevation (shown to two decimal places with a foot mark).
      5. ___ Station and offset (left / right) from project baseline.
   b. ___ North arrow in upper right corner.
   c. ___ Basic line drawing showing control point in relation to road – Includes:
      1. ___ Outline of road.
         a. ___ Label road names with correct spelling.
         b. ___ Label direction of travel (NB, SB, EB, WB).
      2. ___ Control point.
         a. ___ Use triangle symbol for control point.
         b. ___ Use “+” symbol for panel point.
         c. ___ Label control point name near symbol.
      3. ___ Show a minimum of three ties (measurements) to unique objects for reference.
         a. ___ Scale is large enough to see what ties are used.
         b. ___ Label distances to 1 decimal place with foot marks shown.
      4. ___ Label objects being tied.
         a. ___ Use TxDOT feature code abbreviations.
         b. ___ Label text on signs used as ties.
         c. ___ Label extra features if common object is tied.
      5. ___ Label address or name of store if structures nearby.
   d. ___ Scale used or “Not to Scale” shown at bottom right corner of drawing.
   e. ___ Station Description (along bottom edge of cell) – Brief text describing the general location of the control point in relation to major intersections, and which side of the road the control point can be found.

C. Notes in Right Column

1. ___ Basis of bearings and coordinates.
   a. ___ Texas Coordinate System – Select one of the following:
      1. ___ Central Zone (Montgomery County).
      2. ___ South Central Zone (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
   b. ___ Horizontal Datum – Select one of the following (match control sheets):
      1. ___ NAD 83.
      2. ___ NAD 83 (1993).

3. ___ NAD 83 (CORS 96).
4. ___ NAD 83 (2011), Epoch 2010.00.

c. ___ Vertical Datum = NAVD 88.
d. ___ Specify grid coordinates or surface coordinates.
e. ___ Combined Adjustment Factor (surface to grid) – Select one of the following:
1. ___ Divide by 1.00003 (Montgomery County).
2. ___ Divide by 1.00013 (Brazoria, Fort Bend, Galveston, Harris, Waller Counties).
3. ___ Other combined adjustment factor (with prior written approval from TxDOT).
f. ___ Description of survey method used for horizontal data collection.
g. ___ Names of held horizontal monuments.
h. ___ Description of survey method used for vertical data collection.
i. ___ Names of held vertical monuments.

2. ___ Certification – Select one of the following:
a. ___ Text for new control: The control points shown herein were determined by a survey made on the ground under my supervision.
b. ___ Text for old control: This survey was performed on the ground under my supervision and represents an update to survey control previously established by (name of company).

3. ___ RPLS Seal – Includes:
a. ___ Signature of RPLS.
b. ___ Signature date.
c. ___ Text: Survey Date: (Month and Year).

4. ___ Area for PE Seal – Includes:
a. ___ Text: This survey control information has been accepted and incorporated into this PS&E.
b. ___ Signature of PE.
c. ___ Signature date.

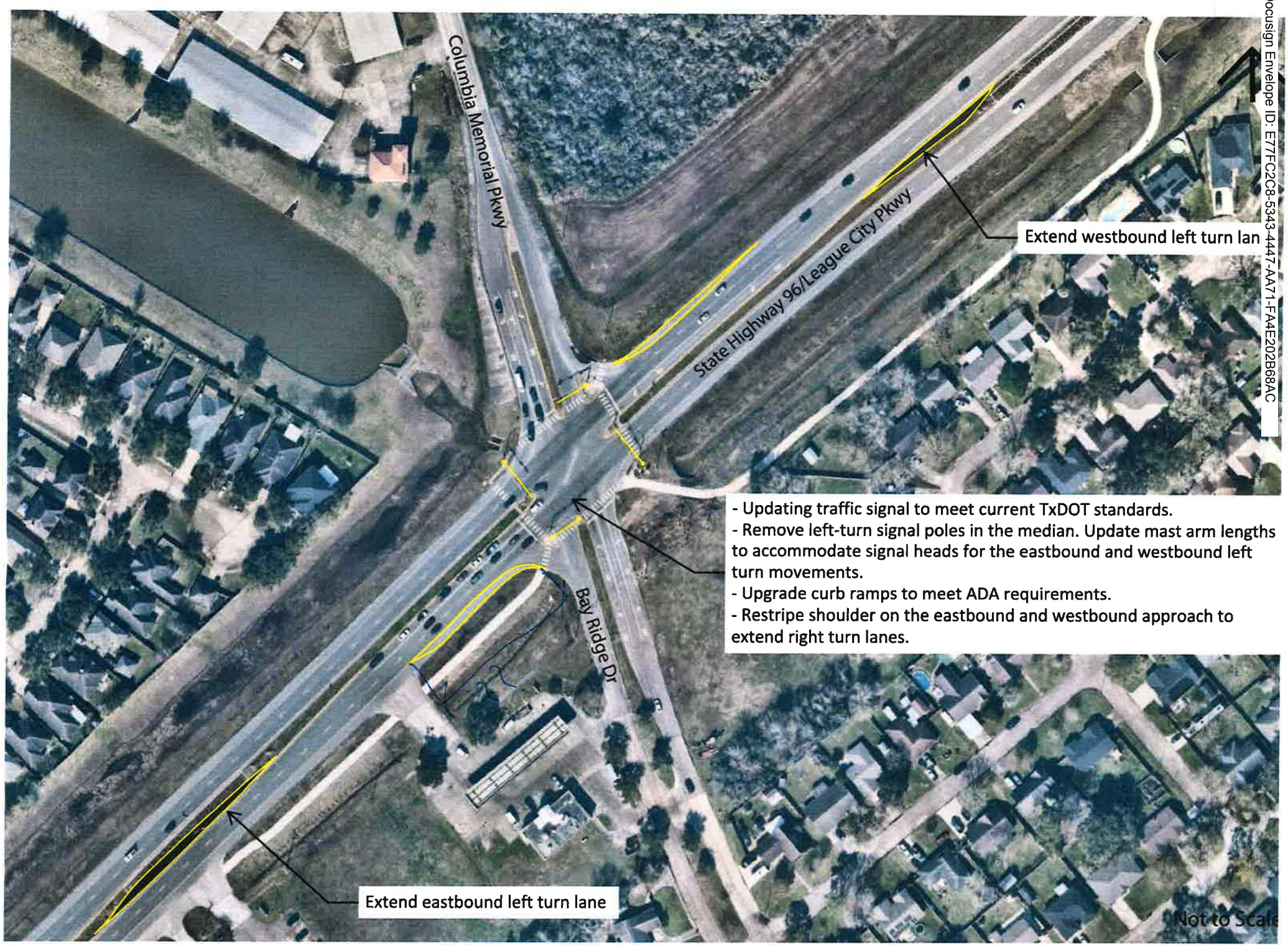
5. ___ Upper title block in lower right corner of sheet – Includes:
a. ___ Consultant's name, TBPLS Firm Registration Number, address, phone number.
b. ___ Highway name in CAPITAL LETTERS.
c. ___ Title: HORIZONTAL & VERTICAL CONTROL SHEET.
d. ___ Page numbers are consecutive and do not repeat. (Format = Page # of #).

6. ___ Lower title block in lower right corner of sheet – Includes:
a. ___ Federal Road Division Number = 6.
b. ___ State = Texas.
c. ___ Federal Aid Project Number = (blank).
d. ___ Highway Designation.
e. ___ District = HOU.
f. ___ County.
g. ___ Construction CSJ.
h. ___ Sheet number = (blank – to be filled in by PE when added to PS&E plan set).

The Local-Let Control Sheet document set has been reviewed by:

Name _____ Date _____

Additional Notes:



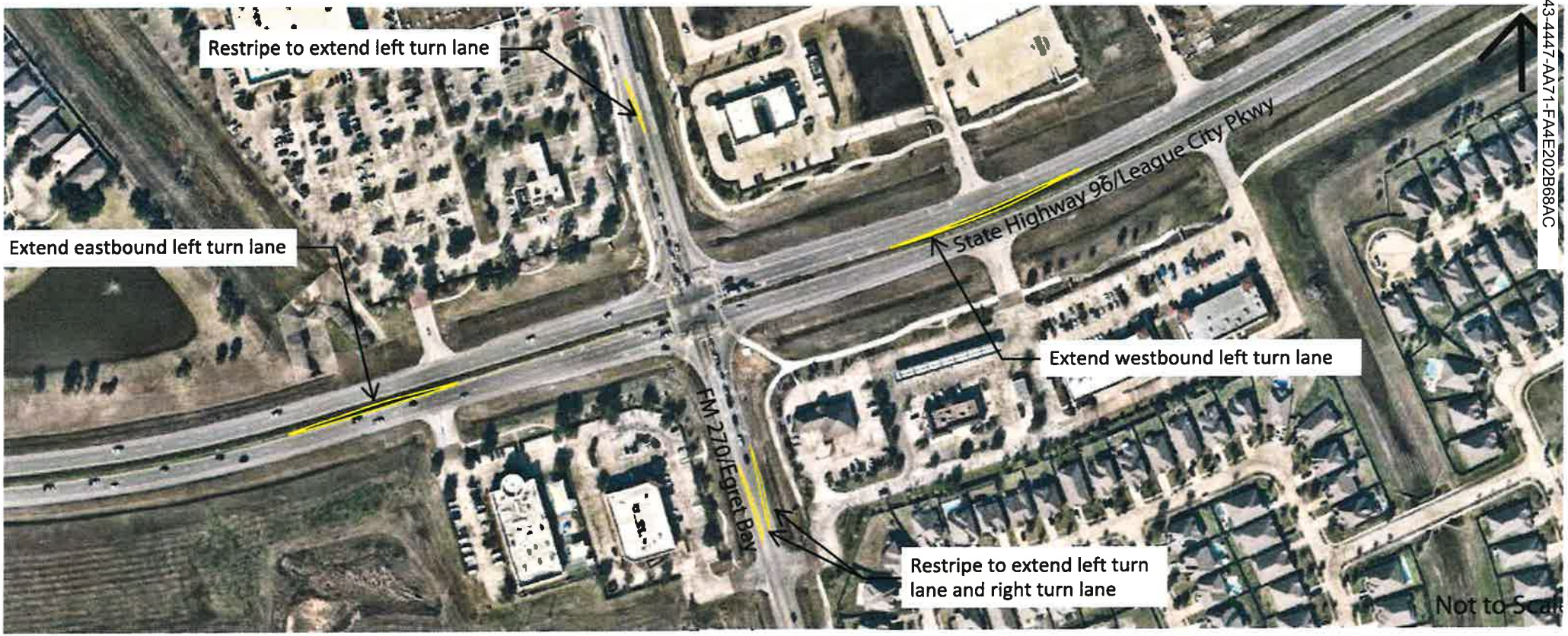


Exhibit B

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 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)

30% Submittal No Applicable

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).

Bid by TxDOT. Engineer will provide as-needed support

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

TxDOT to administer Construction Phase. Engineer will provide as-needed support