



PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY-HORN AND ASSOCIATES

(Version 2/10/26 MV)

This AGREEMENT (“Agreement”) is entered by and between **Kimley-Horn and Associates, Inc.** (the “Professional”), located at **11700 Katy Freeway, Suite 800, Houston, Texas 77079** 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 2094 (Marina Bay) at Wildcat Way(Stadium) Signal Rebuild Project (RE1703C)**. 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 7, 2026** and shall expire on **January 31, 2028** 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 **\$97,500** 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 claim; 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 to the extent the City has made payment for Professional's services. 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, upon payment of all monies owed to Professional, 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 exercising its professional standard of care to comply 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 applicable and published 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 the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license.
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, INTENTIONAL TORT, BREACH OF CONTRACT OR VIOLATION OF LAW SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904.

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)*

KIMLEY-HORN AND ASSOCIATES, INC. - "Professional"

DocuSigned by:

0740F7D5F30F436...
Michael Lucas, CPCM, Regional Contract Lead

CITY OF LEAGUE CITY – "City"

John Baumgartner, P.E., ICMA-CM
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
(13 pages, including this page)

See Next Page...

EXHIBIT A



April 6, 2026

Ms. Susan Oyler, P.E.
Sr. Project Manager
City of League City
300 W Walker St
League City, TX 77573

**RE: *Professional Engineering Services Proposal
FM 2094 (Marina Bay) at Wildcat Way (Stadium) – Traffic Signal Rebuild Design
League City, Texas***

Dear Ms. Oyler:

We are pleased to submit this scope of services and fee schedule to the City of League City to review for professional engineering services related to a traffic signal rebuild design at the intersection of FM 2094 at Wildcat Way, League City, Texas.

We look forward to working with you on this project. If you have any further questions regarding this scope or fee, please don't hesitate to contact me or Lauren Schindler, PE, PTOE.

Sincerely yours,

A handwritten signature in black ink that reads "Manu Isaac".

Manu Isaac, P.E.
Project Manager/VP



City of League City

FM 2094 at Wildcat Way – Traffic Signal Rebuild Design Professional Engineering Services

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Professional”) is pleased to submit this scope and fee proposal to the City of League City (“City”) for providing professional services for the above referenced project. Our project understanding, scope of services, and fee are below.

PROJECT UNDERSTANDING

The City has requested professional traffic engineering services related to one (1) traffic signal rebuild design at the intersection of FM 2094 (Marina Bay) at Wildcat Way (Stadium) in League City, Texas to replace the existing span wire traffic signal with a mast arm traffic signal pole configuration. As FM 2094 is a TxDOT facility, also proposed improvements will require coordination with TxDOT to ensure compliance with their requirements. Furthermore, coordination with Clear Creek Independent School District (CCISD) and Texas-New Mexico Power (TNMP) is also required.

INFORMATION PROVIDED BY THE CITY

The City shall provide the following information requested by the Professional, if available, during the project:

- As-built plans available for the subject intersection/roadway
- Traffic Signal Warrant Analysis for the subject intersection
- Previous traffic studies completed for the subject area

The Professional shall be entitled to rely on the completeness and accuracy of materials supplied by the City in the completion of their services under this work order.

SCOPE OF SERVICES

Task 1 : Project Management, Coordination, QC/QA, and Meetings

Kimley-Horn will manage the project, coordinate with City staff, conduct QC/QA, and monitor the project schedule and budget.

- Kimley-Horn will prepare for and attend the project kickoff meeting.
- Kimley-Horn will also attend up to three (3) meetings with City staff, which may include field meetings and/or progress meetings.
- Kimley-Horn will conduct one (1) field observation to compare the existing conditions (signage and traffic control devices) to the topographic survey.

Task 2: Agency Coordination with TxDOT, TNMP, and CCISD

Kimley-Horn will coordinate with TxDOT, CCISD and relevant utilities to determine design constraints and requirements.

- **TxDOT Coordination:** Kimley-Horn will meet and coordinate with TxDOT to review the proposed signal design at the intersection of FM 2094 at Wildcat Way. Professional will verify TxDOT's design and permitting requirements. Kimley-Horn will submit signed/sealed plans to TxDOT for their review and permit approvals.
- **TNMP Coordination:** Kimley-Horn will coordinate with the electric power company (TNMP) and have a field meeting (if required - with City staff) to identify a source for electrical service (if needed). Kimley-Horn will also obtain service address info for Contractor to obtain electric connection during construction.
- **CCISD Coordination:** Kimley-Horn will meet and coordinate with CCISD regarding the signal design at one of the primary entrances to their HS facility. Any request for design consideration will be discussed with City and reasonable signal-related design requests from CCISD may be incorporated into proposed design.

Task 3 : Topographic Survey

Kimley-Horn will prepare a Category 6, Condition II topographic & utility survey of the Subject Site to be substantially conforming with the 2024 edition of the Manual of Practice published by the Texas Society of Professional Surveyors (TSPS) consisting of the following:

- Spot grade elevations will be obtained as follows:
 - 50' by 50' grid and at visible grade breaks within the full limits of F.M. 2094 and Wildcat Way public right of way within boundary of the subject site being +/- 150' in both directions along major street and +/- 100' in both directions along minor street.
- Contour lines at a 0.5-foot interval will be depicted on the survey map as dashed lines.
- The location of substantial, visible improvements (i.e. building perimeters, sidewalks, fences, curb lines, signs, paving, and paint striping) within the survey area will be mapped and identified. A tree survey is excluded from this task.
- Surface evidence of underground utilities will be depicted on the survey, and the assumed routes of underground utilities will be plotted utilizing existing record utility information in combination with surface evidence surveyed, which will include paint markings and/or flags that are present on the site at the time of the survey fieldwork from a request submitted to the Texas811 one-call utility marking service.
- At junction structures (i.e. manholes and inlets) located within the survey area on gravity sanitary sewer and storm sewer lines, which are able to be opened by the surveyor at the time of the field work, the pipe size, invert elevation, and horizontal direction of the pipes connecting to the junction structure will be obtained, to the extent feasible without entering the structure, and indicated on the survey map.

Task 4 : Subsurface Utility Investigation Level “B”

Kimley-Horn or its sub-consultants will perform subsurface utility investigation within the Subject Site in accordance with guidelines and specifications for quality level B subsurface utility investigation for the subject area which combines physical inspection, obtaining and reviewing historical records and as-built drawings, 811 markings found on-site at the time of survey and utilizing ground penetrating radar to investigate the presence of non-toneable subsurface anomalies, and electromagnetic equipment in an effort to detect and designate toneable utility lines. Level B designation is performed at ground level and does not include excavation or depths of buried lines.

ASSUMPTIONS

1. Kimley-Horn is not responsible for abstracting Subject Site. Surveyor will review and show only those existing recorded encumbrances as reflected in current title commitment provided by City and Kimley-Horn's responsibility in this regard is subject to the limitations and restrictions of that commitment.
2. All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.
3. Vertical Topographic information will be based on the nearest existing City of League City published benchmark, and a minimum of 2 (two) temporary benchmarks will be established on-site at the time of survey. Additional future TBM's will be set if necessary, at additional cost.
4. Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from Digtess, and available record drawings from the City of League City, Galveston County, TxDOT, Applicable M.U.D., energy, and telephone companies at the time of survey. No subsurface referral, inspection, probing, or excavation is included within the scope of this contract.
5. Kimley-Horn is liable to show only that information which is marked and available at the time of survey. Other utility lines or plans that may exist or be discovered during future investigation or uncovered during ongoing construction phases Kimley-Horn's responsibility in this regard is limited to the information provided and marked at the time of survey.
6. It is the contractor's responsibility to contact Digtess or other utility location service, for location of underground utilities, prior to construction.
7. The survey will graphically plot Special Flood Hazard areas as taken from the Flood Insurance Rate Map (FIRM) published by Federal Emergency Management Agency (FEMA).
8. Kimley Horn will provide topographic survey data with linework electronically to the City of League City as a signed and sealed PDF and a Civil 3D (.dwg) file.

Task 5 : Traffic Signal Rebuild Design

Kimley-Horn will provide design plans for the rebuild of the existing traffic signal at FM 2094 and Wildcat Way. Design will consist of developing the signal layout for installing new mast arm signal poles, signal head configuration, electrical details, new ramps and access pads, signing and pavement marking modifications, signal pole and foundation standards, quantities and construction cost estimates. Kimley-Horn will provide list of utility conflicts and resolutions to the City. City shall coordinate with utility providers for relocation. Traffic signal design plans may consist of the following plan sheets:

- Cover Sheet
- Index
- General Notes
- Traffic Signal Notes
- Summary of Quantities
- Existing Conditions Sheet showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and the recorded utilities
- Traffic Signal Design Layout Sheet including overhead signs and pedestrian elements
- Traffic Signal Detail Sheet with tabulation of quantities, electrical chart, timing table, vehicle detection, and general notes
- Traffic Signal Elevations Sheet
- Proposed Signing & Pavement Markings Layout Sheet including ground mounted signs, pavement markings, and ramp details
- Standard Details as may be applicable

This task does not include: franchise utility signature coordination; donation agreements; or, utility relocation coordination.

Task 6 - Design Of Minor Roadway Improvements

Scope of this task consists of design of the following roadway improvements:

- Modification of median nose on the north side
- Curb radii modifications on the northwest corner

The civil engineering design documents will be prepared in general accordance with published League City design standards and specifications. If City standards are not applicable or relevant, TxDOT standards and specification will be used.

- A. The Professional will prepare a base map of existing geometrics, apparent or known utilities from record drawings and the topographic survey. Median modification and curb radii improvements that need to be made will be evaluated by Professional based on AutoTurn truck (or school bus) turning templates.
- B. The Professional will prepare 60% preliminary intersection/roadway layout sheets showing the proposed improvements and typical sections and will submit to the City for review.
- C. The Professional will incorporate City review comments from the preliminary layout and prepare the 90% design plan set for the project intersection. The basic design parameters will be based on discussions with the City. The final 100% design plans will consist of the following items:

- Typical Section
 - Professional will prepare proposed typical section for the median modification, but detailed plan and profiles will not be included. The typical section will show the pavement and subgrade section, existing edge of concrete, proposed edge of concrete (or curb), existing right-of-way, travel lanes. The pavement section will match the existing roadway section. Similar details will be provided for the curb radii modification (if needed). Pavement design is not included in this scope of services.
- Paving Plans
 - Professional will prepare paving design showing plan view (no profile) of the proposed median/island modifications, and curb radii improvements. The plan will show the existing and proposed horizontal roadway improvements with tie-in elevations, existing and proposed (if needed) right-of-way and easements, and horizontal and vertical control data. No drainage design or storm drain adjustments are included in the design task.
- Traffic Control Plans (TCP)
 - Professional will prepare TCP sheets that show the lane closures required for the construction of these roadway improvements. Traffic control will show the temporary signing and striping required to provide flow of traffic during construction. TCP will follow Part VI of the TMUTCD, TxDOT standards (where applicable) and City of League City guidelines.

Deliverables for Tasks 5 and 6:

- *Preliminary 60% - Electronic pdf of 11"x17" plan set and list of technical specifications*
- *Draft 90% - Electronic pdf of 11"x17" plan set and draft Project Manual*
- *Final 100% - Electronic pdf of 11"x17" plan set and final Project Manual*
- *Quantity Listing and Engineer's opinion of probable construction cost at each milestone*
- *Project Manual for Bidding*

Kimley-Horn will submit design plans prepared for Tasks 5 and 6 to TxDOT for their review and permit approval. Comments related to design from TxDOT will be addressed.

For design tasks 5 and 6, the City acknowledges that Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, and any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry, and therefore, Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of probable construction cost.

Task 7 : Bid Phase Services

Kimley-Horn will prepare a project manual/bid document that includes the necessary technical documents and specifications required for bidding. This project manual/bid document will include the construction drawings and specifications suitable for bidding and construction. Kimley-Horn will compile the final bid document which will consist of drawings, specifications, bid tables and supporting

documents for bidding purposes. The project manual/bid document preparation effort will be performed as part of Tasks 5 and 6. Task 7 will expand on this effort to complete the bid phase process.

Kimley-Horn will provide the following services during the Bid Phase:

- Assist the City in the development of a Bid Schedule and Notice to Bidders.
- Upload Construction Documents on CivCast.
- Assist the City in responding to Bidder's questions.
- Attend Pre-Bid Conference and issue Addendum to the bidders as necessary.
- Tabulate, check and evaluate bids and issue a letter of award recommendation.
- Provide three (3) copies of Conformed Project Manual for the City and Contractor to execute.

Task 8 : Construction Phase Services

This task will be limited to design work completed by Kimley-Horn. It will involve the review of shop drawings, submittals and samples, as well as coordination with the Contractor and City as needed through installation and final observation of the signal installation. Kimley-Horn will attend Pre-Construction meeting and provide five (5) copies of conformed half size plans and project manual for use by the City and the Contractor. Additionally, Kimley-Horn will provide one (1) full size plan set for the City Engineering Department. Tasks not included below will be considered additional services.

The major construction phase tasks that would be completed by the Professional under this project are listed below with the scope of services following:

Visits to Site and Observation of Construction. Professional will provide on-site construction observation services during the construction phase. Visits and observations by Professional are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Professional's exercise of professional judgment. Based on information obtained during such visits and such observations, Professional will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Professional will keep City informed of the general progress of the Work.

The purpose of Professional's site visits will be to enable Professional to better carry out the duties and responsibilities specifically assigned in this proposal to Professional, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Professional shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Professional neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- Perform Site Visits and Construction Observations during construction. These shall be limited to three (3) visits. It is expected that the City will perform the majority of site inspections.

Recommendations with Respect to Defective Work. Professional will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Professional believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Professional will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

- Provide drawings and other materials to assist the contractor and respond to questions regarding roadway and signal design.

Change Orders. Professional may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

- Respond to clarifications and request for information (RFI) by Contractor and issue Change Orders (CO), if needed.

Shop Drawings and Samples. Professional will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- Review shop drawings and sample submittals, layouts, and any other materials submitted by fabricators for approval. Professional will provide electronic copies of all approved shop drawings to the City.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Professional may require special inspections or tests of Contractor's work as Professional deems appropriate and may receive and review certificates of inspections within Professional's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Professional's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Professional shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between City and Contractor. Professional will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Professional shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Professional will provide limited assistance to the City in determining amounts for the Contractor to be paid. This will constitute Professional's representation to the City, based on such observations and review, that, to the best of Professional's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated otherwise. In the case of unit price work, Professional's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Professional shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Professional in this proposal. It will also not impose responsibility on Professional to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

Substantial Completion. Professional will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, Professional considers the Work substantially complete, Professional will notify City and Contractor.

- Assist the City's Project Manager in the follow-up for a "punchlist" for completion of the project.

Final Notice of Acceptability of the Work. Professional will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Professional may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Professional shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Professional's knowledge, information, and belief based on the extent of its services and based upon information provided to Professional upon which it is entitled to rely.

- Perform one (1) Final Completion walk-through.
- Prepare record drawing of the traffic signal layout based on Contractor redlines.
- Attend traffic signal turn-on and assist with basic signal timing.

Limitation of Responsibilities. Professional shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Professional shall not have the authority or responsibility to stop the work of any Contractor.

ADDITIONAL SERVICES

Any services beyond the Scope of Services described in the tasks above shall be considered additional services. The Professional can provide these services, if needed, upon the City's issuance of a written request. Any items requested that are not specifically noted in the above scope will be billed as additional services and performed at the not-to-exceed fees indicated in task below or per our then current hourly rates.

Task A : Subsurface Utility Investigation Level "A"

If requested, Kimley-Horn or its sub-consultants will perform up to four (4) subsurface utility investigations within the Subject Site in accordance with in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities" which includes, obtaining and reviewing historical records and as-built drawings, locating 811 markings, utilizing ground penetrating radar to investigate



the presence of non-toneable subsurface anomalies, and electromagnetic equipment in an effort to detect and designate toneable utility lines.

Level “A” effort involves the direct exposure (physical excavation or hydro excavation as applicable) of the facilities to measure, and dimension said facilities. Utility segments or features shall be tied to the project survey datum with a measured vertical accuracy of 0.1’ and horizontal accuracy of 0.2’ for measurements of the outside limits of the utility feature or segment exposed.

Fees for subsurface utility investigation will be billed on a not-to-exceed (NTE) fee per each corner/site of intersection requested. The subsurface investigation Level “A” of initial (first) site will be performed for a NTE fee of \$6,000.00 and for every subsequent corner/site done concurrently will be an additional \$4,000.00 (NTE) each. Hence, the maximum NTE fee for all four (4) subsurface investigations (if performed) will be \$18,000.00. Kimley-Horn will perform one (1) or more, only upon request by City and if needed during design (or construction) after written notice of authorization.

FEE AND EXPENSES

Kimley-Horn will perform the basic services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. Task A will be performed if authorized by City for the NTE fees indicated. Task B - Expenses such as express delivery services, local travel, and other direct expenses will be billed at 10% times cost. All permitting, application, and similar project fees will be paid directly by the City. Should the City request Kimley-Horn to advance any such project fees on the City’s behalf, an invoice for such fees, with a ten (10%) markup, will be immediately issued to and paid by the City.

| Task Number & Name | | Fee | Type |
|---|--|--------------------|---------------|
| 1* | Project Management, Coordination, QC/QA, and Meetings | \$3,500 | Lump Sum |
| 2* | Agency Coordination with TxDOT, TNMP, and CCISD | \$2,500 | Lump Sum |
| 3* | Topographic Survey | \$8,500 | Lump Sum |
| 4* | Subsurface Utility Investigation Level “B” | \$7,500 | Lump Sum |
| 5* | Traffic Signal Rebuild Design | \$29,000 | Lump Sum |
| 6* | Design of Minor Roadway Improvements | \$7,500 | Lump Sum |
| 7 | Bid Phase Services | \$7,000 | Lump Sum |
| 8 | Construction Phase Services | \$12,000 | Lump Sum |
| Fee Subtotal – Basic Services | | \$77,500 | Lump Sum |
| A | Subsurface Utility Investigation Level “A” (as authorized by City) | \$18,000 | Not to Exceed |
| B | Miscellaneous Project Expenses Budget (Cost +10%) | \$2,000 | Not to Exceed |
| Total Fee (Basic + Additional/Expense) | | \$97,500.00 | |

- Time critical tasks (1-6) totaling \$58,500 will be completed within 165 days, excluding City and TxDOT reviews and permitting.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

SCHEDULE

Kimley-Horn anticipates completing the work identified under Tasks 1-5 based on the schedule below. Task 6 schedule is dependent on Contractor’s construction timeline. Times for performance will be extended as necessary for delays due to circumstances that Kimley-Horn does not control. Kimley-Horn shall not be liable for or be deemed in breach because of delays caused by any factor outside of its reasonable control.

| Deliverable | Time to Completion |
|-----------------------------------|---|
| Topographic Survey & 60% Plans | 75 Calendar Days from NTP |
| 90% Plans & Draft Project Manual | 60 Calendar Days from receipt of City’s 60% Review Comments |
| 100% Plans & Final Project Manual | 30 Calendar Days from receipt of City’s 90% Review Comments |
| Bid & Award Phase Services | Estimated 75 Calendar Days |
| Construction Phase Services | Estimated 240 Calendar Days** |

*** Estimated construction schedule may vary depending on delivery of long lead traffic signal items.*



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

| Classification | Rate |
|----------------------------------|---------------|
| Analyst I | \$145 - \$175 |
| Analyst II | \$185 - \$220 |
| Professional | \$215 - \$250 |
| Senior Professional I, Principal | \$265 - \$330 |
| Senior Technical Support | \$130 - \$310 |
| Technical Support | \$105 - \$180 |
| Support Staff | \$95 - \$160 |

Effective through June 30, 2026

Subject to annual adjustment thereafter

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract

Specialty sub-consultants will be billed per the Contract plus 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 should, at a minimum, include the following:

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

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

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

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

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

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

D. Resubmittals

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

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

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