



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 Traffic Signal Reconstruction at Lawrence Rd and Village Way 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 **February 17, 2025** and shall expire on **April 30, 2026** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
- 3. Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$96,970** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
- 4. Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies

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

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

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

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

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

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

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

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

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

(signature block on next page)

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

EHRA ENGINEERING - "Professional"



Hasan Syed, P.E., Executive Vice President

CITY OF LEAGUE CITY - "City"

John Baumgartner, P.E., City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

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

See Next Page

Exhibit A Scope and Fee Proposal

January 29, 2025

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

Re: Lawrence Road and Village Way Traffic Signal Reconstruction
League City, Texas
EHRA Project No. 241-113-00 (10)

Dear Ms. Oyler:

Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA (Engineer) is pleased to submit this proposal for professional engineering services to the City of League City (City) for the design and rebuild of a traffic signal at Lawrence Road and Village Way in League City, Texas (the Project). Our project understanding, Scope of Services, schedule, and fees are presented below:

PROJECT UNDERSTANDING

Based on our meeting with City staff on November 4, 2024, and visits to the Project site, it is our understanding that the City intends to convert the existing span-wire mounted signals to permanent mast arm mounted signals with pedestrian facilities and signals at the intersection of Lawrence Road and Village Way.

INFORMATION PROVIDED BY CITY

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

- Existing Traffic Signal record drawings (or As-built plans) available for this intersection;
- Traffic count information; and
- Any previous traffic studies that include the Subject Intersection.

SCOPE OF SERVICES

Engineer will provide professional engineering services as follows:

1.0. BASIC SERVICES

A. DESIGN

Task 1: Traffic Signal Rebuild

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 meter pole location and existing power source for the proposed traffic signal. Since there are no overhead power runs at the Subject Intersection, no clearance issues are anticipated 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, 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 median modifications design will be needed to accommodate proposed crosswalks at the intersection. Therefore, no site specific traffic control plan design will be required. Also, City of League City's standard traffic control plan sheets will cover signal reconstruction at the Subject Intersection.

Engineer will develop sight distance triangle and prepare exhibits to evaluate intersection sight distance based on TxDOT's recommended guidelines. At signalized intersection, sight triangles are to evaluate for right-turn on red only.

Task 2: Signage and Pavement Markings

Engineer will prepare signage and pavement markings layout that will identify the various types of pavement markings, pavement markers, proposed signage, intersection crosswalks, and stop lines. Engineer will also identify existing signs that are not currently warranted. The proposed signage and pavement markings layout will cover 350-feet along southbound approach and 500-feet along the other approaches (westbound, eastbound, and northbound) due to the close proximity of an existing traffic signal to the north side of the Subject Intersection.

Task 3: Utility Conflict Summary & Coordination

Engineer will identify if there are any existing utility conflicts with proposed traffic signal. 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. No clearance issues are anticipated with the proposed signal pole/arms since there are no existing overhead power runs at the Subject Intersection. The City will perform final coordination with utility companies to resolve the conflicts before the commencement of construction activities.

Deliverables

- Preliminary 50% Submittal – Per Traffic Signal System Design Guidelines (Item 803) including electronic copy of half-size plans.
- Interim 90% Design Submittal – Per Traffic Signal System Design Guidelines (Item 803) including electronic copy of half-size plans and full project manual.
- Final (100%) Design Submittal – Per Traffic Signal System Design Guidelines (Item 803) including electronic copy of half-size plans and full project manual.
- Basis of Estimate
- Engineer's Opinion of Probable Construction Cost – to be submitted with each milestone submittal.

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

B. Bidding Phase Services

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

Bidding Phase Services will include:

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

C. Construction Contract Administration Services

Construction Administration Services will include the following:

- Attend a pre-construction meeting with the City, General Contractor, and Construction Materials Testing Contractor.
- Provide a maximum of five (5) copies of half-size conformed plans and project manual to City and Contractor for construction. Additionally, provide one (1) full-size (22" x 34") plans to Engineering Department.
- Make a maximum of three (3) visits to the Project site, one (1) visit/monthly as construction proceeds. The purpose of these visits would be to observe the quality of the executed work and to prepare a construction progress summary.
- Review and approval of submittals and shop drawings.
- Respond to Requests for Information (RFIs).
- Attend substantial completion inspection and assist City in preparation of punch list.
- Attend final completion inspection.
- Review Contractor's pay applications for approval.
- Prepare record drawings based on Contractor's mark-ups. Any survey work needed to document as-built conditions will be considered an Additional Service.

D. Direct Expenses

Direct expenses such as reproduction costs, local mileage, deliveries, etc. will be reimbursed at cost, plus 10%. A not to exceed budget of \$1,500.00 is proposed for the project direct expenses. We will not exceed this amount without prior approval from the City.

2.0. SPECIAL SERVICES

Survey

Engineer will engage a survey sub-consultant **KUO & Associates** to perform a topographic survey of the Subject Intersection. Topographic survey and right-of-way map will extend 500' along each leg of intersection. Information gathered by the survey will consist of right-of-way, edge of pavement, curb lines, medians, existing signal poles, pull boxes, cabinet, meter pole, signs, pavement markings, sidewalks, ramps, 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 Roadway Geometric Design
5. Any type of Subsurface Utility Engineering (SUE)
6. Tree Disposition Plan
7. Proposed Right-of-Way Acquisition and Metes & Bounds
8. Drainage Study or any Hydraulic Calculation
9. Construction Staking/Re-staking Services

- 10. Flashing Yellow Arrow (FYA) Analysis
- 11. Signal Interconnect Sheets
- 12. Signal Timing Implementation
- 13. Services of Construction Material Testing Provider

COMPENSATION

The fee for Basic Services is \$79,400.00 and the fee for Special Services is \$17,570.00, for a total fee of \$96,970.00. All project-related direct expenses are included in the total fee. The breakdown of total fee is detailed below:

SCOPE OF SERVICES		Fee
1.0 BASIC SERVICES		
A. Design (Lump Sum)	Task 1: Rebuild Traffic Signal Design*	\$42,400.00
	Task 2: Signage and Pavement Markings*	\$6,000.00
	Task 4: Utility Conflict Summary & Coordination*	\$6,500.00
Sub-Total (Design)		\$54,900.00
B. Bidding Phase Services (Lump Sum)	Bidding Phase Services	\$8,000.00
C. Construction Contract Administration Services (Lump Sum)	Construction Contract Administration Services	\$15,000.00
D. Direct Expenses	Reimbursable Expenses (Cost Plus 10%)	\$1,500.00
TOTAL BASIC SERVICES FEE		\$79,400.00
2.0 SPECIAL SERVICES		
A. Survey	Topographic Survey (Cost Plus 10%)*	\$17,570.00
TOTAL SPECIAL SERVICES		\$17,570.00
TOTAL BASIC & SPECIAL SERVICES FEE		\$96,970.00

*Time-critical tasks totaling \$72,470.00 to be completed in 195 days, excluding City review and approval periods.



SCHEDULE:

We anticipate the following project schedule:

- Topographic Survey, Preliminary Engineering, and 50% Plans: 85 days from Notice to Proceed (NTP)
- 90% Design Plans: 60 days from receipt of 50% comments
- Final (100%) Design Plans: 50 days from receipt of 75% comments
- Bid & Award: Estimated 75 days
- Construction Phase: Estimated 75 days from receipt of long lead traffic signal items

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).

Ms. Susan Oyler, P.E.

January 29, 2025

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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**

By: Yuzhen Liang

Yuzhen "Nikki" Liang, P.E.
Project Manager
Traffic and Transportation Engineering

Date: 01 / 30 / 2025

By: Hasan Syed

A. Hasan Syed, P.E.
Executive Vice President

Date: 01 / 30 / 2025

YL/ol

Attachment: KUO & Associates Proposal
2024 Schedule of Hourly Rates





January 28, 2025

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

Re: Traffic Signal Improvement– Lawrence Road @ Village Way, League City
 Topographic Surveying Services

Dear Ms. Liang

Kuo & Associates, LLC is pleased to submit this proposal to perform surveying services for traffic signal improvements at intersection of Lawrence Road and Village Way, League City (City) for the following limits (as shown in the attached Exhibit):

Street	From	To	Length (LF)
Lawrence Road	South of League City Parkway	500' south of Village Way	1,100
Village Way	500' west of Lawrence Road	500' east of Lawrence Road	1,000
Total			2,100

Scope of work and fee will be as follows:

SCOPE OF WORK

Scope of work will consist of the following item of surveying

BASIC SERVICE	
Items	Services
Task 1	Topographic Surveying

BASIC SERVICE:

Task 1: Topographic Surveying

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

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88, 2001 adj.
- Survey will be tied to the available League City Survey Monument.
- Surveying cross sections to obtain elevations along the streets within limit at a spacing not to exceed 100' c-c. Cross sections will be surveyed to delineate shape of the road and the median and obtain elevations at roadside ditch, curb, gutter, center of the street, ROW line, etc. Adequate elevations will be obtained at the potential locations for paving and grading changes (such as at the locations of ramps, left turn lanes, mounds along median, etc.) to facilitate design works.
- Topographic surveying of planimetric and utility features for the limit including but not limited to edge of road, sidewalk, ramp, landscape, trees (4-inch and larger with size and names), signs, stripes, pavement expansion joints, loop detectors (if any), inlets, manholes, ditch, poles, valves, meters, fire hydrant, power pole with attached conduit (if any), light pole, sprinkler heads, etc. In general, survey width of topo surveying will be 20' beyond the ROW line, if accessible.
- Survey existing pavement markings.

- Obtaining the lowest clearance to the overhead communication lines and power line as feasible.
- Inverting all manholes and inlets to obtain flow line and pipe size information on existing utility lines. However, in compliance with the safety requirements, electric and communication manholes will not be opened under the scope of this project. The information on electric and communication cable/conduit lines are typically shown based on the available record drawings.
- Mark in the field power pole/street light conflicts as found during design phase (assume one mobilization)
- Utility research includes contacting One Call (811), private utility companies and obtaining record drawings. Prepare a table with Utility contact information.
- Delineate estimated ROW lines with limited abstracting without the benefit of Boundary Category Survey.
- Preparation of a drawing with surveyed information along with estimated ROW lines, above and underground utility lines (with Level C & D SUE information) in AutoCAD Civil 3D for plan view only. A signed and sealed copy of a topographic survey by a RPLS will be submitted
- Addressing comments upon client/City's review.
- Preparation of survey control map to be signed by a RPLS.
- Submission of the survey field books and ASCII files.

Exclusions:

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

Deliverables:

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

FEE & SCHEDULE:

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

BASIC SERVICES			
Task	Scope	Fee	Schedule
Task 1	Topographic Surveying	\$15,975.00	5 to 6 weeks

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

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

Sincerely,



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

President

Accepted:

 Name:

Title:

Firm:

Level of Efforts:

Task 1: Level of Efforts for Topographic Surveying							
ITEM	Survey Manager	RPLS	Survey Tech	CADD	Survey crew	Hrs	Cost
	\$195.00	\$140.00	\$110.00	\$100.00	\$160.00		
Recovery & tie to Benchmark			0.5		1	1.5	\$215.00
Set controls			0.5		1	1.5	\$215.00
GPS controls			0.5		2	2.5	\$375.00
Level controls			0.5		4	4.5	\$695.00
Topo Survey (field work)		2			24	26	\$4,120.00
Manhole inverts					2	2	\$320.00
Marking power pole/street light conflicts (found during design)					2	2	\$320.00
Utility Research/One call			2			2	\$220.00
Limited abstracting							\$450.00
Estimated ROW Delineation		2	6	4	4	16	\$1,980.00
Topo plan				24		24	\$2,400.00
Utility plan				16		16	\$1,600.00
Prepare signed and sealed PDF				2		2	\$200.00
Survey Control Map		1	4	8		13	\$1,380.00
Utility contact table preparation			2			2	\$220.00
QC/QA	2			2	3	7	\$1,070.00
Project Management	1					1	\$195.00
Total Cost							\$15,975.00

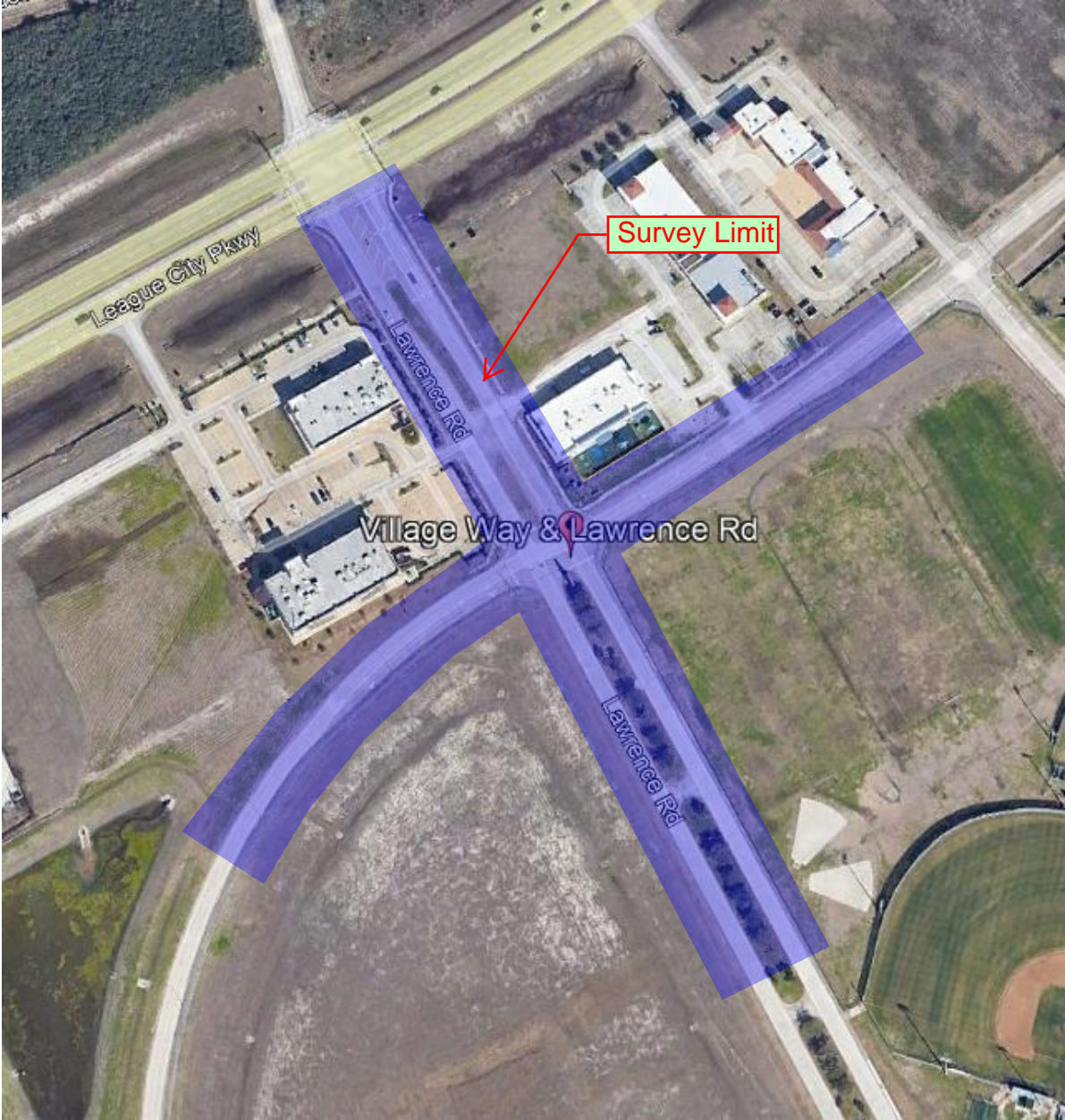


EXHIBIT "A"
EHRA ENGINEERING
PUBLIC WORKS
2024 SCHEDULE OF HOURLY RATES

Engineering, Design and Production

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

Surveying

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

Construction Phase Services

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

Planning and Visioning

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

Landscape Architecture

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

General

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

Other Direct Costs

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

Signature Certificate

Reference number: ZCYMX-EMAGF-CGWDK-S3ZCJ

Signer

Timestamp

Signature

Nikki Liang

Email: nliang@ehra.team

Sent: 29 Jan 2025 21:40:56 UTC
Viewed: 29 Jan 2025 21:46:06 UTC
Signed: 30 Jan 2025 16:36:59 UTC



Recipient Verification:

✓ Email verified 29 Jan 2025 21:46:06 UTC

IP address: 73.136.129.233
Location: Houston, United States

Hasan Syed

Email: hsyed@ehra.team

Sent: 29 Jan 2025 21:40:56 UTC
Viewed: 30 Jan 2025 17:00:30 UTC
Signed: 30 Jan 2025 18:48:32 UTC



Recipient Verification:

✓ Email verified 30 Jan 2025 17:00:30 UTC

IP address: 50.230.36.74
Location: Houston, United States

Document completed by all parties on:

30 Jan 2025 18:48:32 UTC

Page 1 of 1



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Exhibit B

Applicable - See Next Pages

PSA Exhibit B

PHASE REQUIREMENTS

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

A. 30% Submittals (Schematic Design) should, at a minimum, include the following:

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

Signal project. 30% is not applicable.

B. ~~60%~~ ^{50%} Submittals (Design Development) should, at a minimum, include the following:

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

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

C. 90% Submittals (Construction Documents) should, at a minimum, include the following:

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

D. Resubmittals

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

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

- A. 100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).
- B. Completed Project Manual
- C. Completed SW3P Manual
- D. Final OPCC
- E. Updated Construction Schedule
- F. Preparation of Exhibits and attendance at Public Meeting (if needed)
- G. Assist with the advertisement of the project (if needed)
- H. Address any RFI during Bid process (if needed)
- I. Attend and Assist in running a Pre-Bid Meeting (if needed)
- J. Provide Addendums to Bid Documents (if needed)
- K. Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City
- L. Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.

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

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