



## **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, TX 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 **Maple Leaf and League City Parkway Traffic Signal 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 **March 27, 2024** and shall expire on **September 12, 2025**. 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 **\$\$161,250** 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**  
(19 pages, including this page)

See Next Page



## Exhibit A Scope and Fee Proposal

February 23, 2024

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

Re: League City Parkway at Maple Leaf Drive Traffic Signal and Turn Lanes Improvements  
League City, Texas  
EHRA Project No. 241-004-00 (00)

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 of intersection improvements and a traffic signal at League City Parkway and Maple Leaf Drive 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 January 10, 2024, and visits to the Project site, it is our understanding that the City intends to add a northbound right-turn lane, a westbound right-turn lane, and a traffic signal at the intersection of League City Parkway and Maple Leaf Drive.

### **INFORMATION PROVIDED BY CITY**

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

- Any record drawings (or As-built plans) available for this intersection and intersecting roadways;
- 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: Intersection Improvement Concept Development

Engineer will develop up to two (2) alternative improvement exhibits showing the proposed layout of the intersection and typical sections of intersecting roadways associated with the addition of a northbound right-turn lane, a westbound right-turn lane, and a traffic signal at the intersection of League City Parkway and Maple Leaf Drive for the City to consider. Engineer will develop these alternatives to evaluate and minimize potential utility conflicts on the southeast side with additional right-turn lane pavement. Alternatives will include, but are not limited to, narrowing the existing lane width or reducing the existing median width.

Engineer will evaluate adequacy of turning path using AutoTURN based on the TxDOT recommended design vehicle and prepare exhibits for all the existing/proposed turn lanes at the 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: Turn Lanes and Minor Roadway Improvements Design

This task includes the design of a northbound right-turn lane, a westbound right-turn lane, and median nose modifications with median curb radii improvements. The length of each turn lane will be established during the Project kick-off meeting with the City. Intersection geometric improvements will be designed based on City of League City's published design standards and specifications. If City standards are not applicable or relevant, TxDOT standards and specifications will be used. The final design documents will include the following items:

- Demolition or Removal Plans – Engineer will prepare a demolition plan showing all the features to be removed or relocated as part of the intersection improvements and a new traffic signal.

- Paving Plans – Engineer will prepare paving layout design for the proposed turn lane improvements. The proposed paving layout will show the turn lane dimensions, stations/offsets and elevations at key points, necessary pavement markings and signage, and pavement details. Engineer will include proposed typical sections for each of the turn lanes and roadway improvements. The typical section will show the pavement and subgrade section, existing and proposed edge of pavement (or curb), existing right-of-way, and travel lanes. No profile will be needed, the plan will show the existing and proposed horizontal roadway improvements with tie-in elevations.

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

- Signage and Pavement Markings – Engineer will prepare signage and pavement markings layout that will identify the various types of pavement markings, pavement markers, proposed signage, intersection crosswalks, and stop lines. Engineer will also identify existing signs that are not currently warranted. The proposed signage and pavement markings layout will cover 500' along each approach of the intersection.
- Traffic Control Plans (TCP) – Engineer will prepare TCP sheets that show lane closures required for the construction of each turn lane and roadway improvements. Traffic control will show the temporary signage, pavement markings, and channelizing devices with spacing required to provide traffic flow during construction. TCP will follow City of League City guidelines, TxDOT standards, and Part VI of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Erosion Control Plan – Engineer will prepare plan to show erosion control measures to be installed prior to disturbance of the Project area.

### Task 3: Traffic Signal Design

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. Flashing Yellow Arrow (FYA) analysis will be performed for left turns at all approaches and be summarized in a technical memorandum. 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.

Engineer will coordinate with Texas New Mexico Power Co (TNMP) for meter pole location and identify existing power source for the proposed traffic signal. Engineer will also identify and coordinate with TNMP regarding clearance issues between proposed signal pole/arm and overhead power runs.

Traffic signal design plans will include the basis of estimate, traffic signal notes, existing conditions layout, proposed signal layout sheets, and all applicable standard details drawings. The proposed signal layout sheets will include roadway geometrics, any pavement marking revisions, pedestrian crosswalk and stop lines, ADA ramps, location and configuration of traffic and pedestrian signal heads, vehicle detection system, pole location, luminaires, Opticom, PTZ Camera, location of controller cabinet and electrical service, pull box location, conduit runs and cable size (electrical schedule), right-of-way, and other traffic signal related signs.

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

Engineer will identify if there are any existing utility conflicts with proposed intersection improvements and 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. The City will perform final coordination with utility companies to resolve the conflicts before the commencement of construction activities.

#### Deliverables

- Preliminary 30% Submittal – Per Exhibit B requirements including electronic copy of half-size plans.
- Interim 60% Design Submittal – Per Exhibit B requirements including electronic copy of half-size plans and list of technical specifications.
- Interim 90% Design Submittal – Per Exhibit B requirements including electronic copy and half-size plans and full project manual.
- Final Submittal – Per Exhibit B requirements including electronic copy of half-size plans and full project manual.
- Basis of Estimate
- Engineer's Opinion of Probable Construction Cost – To be submitted with each milestone submittal.

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

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 turn lanes and 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, mileage, deliveries, etc. will be reimbursed at cost plus, 10%. Reimbursable fees are anticipated to total less than \$2,500.00.

## 2.0. SPECIAL SERVICES

### A. Survey

Engineer will 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, signs, pavement markings, sidewalks, trees, utility poles, drainage structures, and other above ground features within the survey area. Topographic survey will identify and show above and underground utilities that can be reasonably determined via markings by a utility locator service and City's available record plans and information. Construction staking/restacking are not part of this Scope of Services and will be the contractor's responsibility. Engineer will provide the benchmark and control point information to Contractor for staking purposes only.

### B. Geotechnical

Engineer will engage a geotechnical sub-consultant **Raba Kistner, Inc. (Raba Kistner)** to perform limited geotechnical services. The purpose of this study is to determine subsurface conditions at the subject site and to provide geotechnical recommendations and construction considerations for new pavement and foundation design for new traffic signal. The proposal from the sub consultant with detailed scope and fee is attached. The fee for geotechnical 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. Any type of Subsurface Utility Engineering (SUE)
4. Tree Disposition Plan
5. Proposed Right-of-Way Acquisition and Metes & Bounds
6. Drainage Study or any Hydraulic Calculation
7. Construction Staking/Re-staking Services
8. Signal Interconnect Sheets
9. Signal Timing Implementation
10. Services of Construction Material Testing provider

**COMPENSATION**

**The fee for Basic Services is \$135,350.00 and the fee for Special Services is \$25,900.00, for a total fee of \$161,250.00.** All project-related direct expenses are included in the total fee. The breakdown of total fee is detailed below:

SCOPE OF SERVICES		Fee
<b>1.0 BASIC SERVICES</b>		
<b>A. Design (Lump Sum)</b>	Task 1: Intersection Improvement Concept Development*	\$14,850.00
	Task 2: Turn Lanes and Minor Roadway Improvements Design*	\$42,000.00
	Task 3: Traffic Signal Design*	\$40,000.00
	Task 4: Utility Conflict Summary*	\$8,000.00
<b>Sub-Total (Design)</b>		\$104,850.00
<b>B. Bidding Phase Services (Lump Sum)</b>	Bidding Phase Services	\$8,000.00
<b>C. Construction Contract Administration Services (Lump Sum)</b>	Construction Administration	\$20,000.00
<b>D. Direct Expenses</b>	Reimbursable Expenses (Cost Plus 10%)	\$2,500.00
<b>TOTAL BASIC SERVICES FEE</b>		<b>\$135,350.00</b>
<b>2.0 SPECIAL SERVICES</b>		
<b>A. Survey</b>	Topographic Survey*	\$16,000.00
<b>B. Geotechnical</b>	Geotechnical Services (Cost Plus 10%)*	\$9,900.00
<b>TOTAL SPECIAL SERVICES</b>		<b>\$25,900.00</b>
<b>TOTAL BASIC &amp; SPECIAL SERVICES FEE</b>		<b>\$161,250.00</b>

\*Time-critical tasks totaling \$130,750.00 to be completed in 280 days, excluding city review and approval periods.



## **SCHEDULE:**

We anticipate the following project schedule:

- Topographic Survey, Preliminary Engineering, and 30% plans: 85 days from Notice to Proceed (NTP)
- Geotechnical Report and 60% Design Plans: 90 days from receipt of 30% comments
- 90% Design Plans: 75 days from receipt of 60% comments
- Final Design Plans: 30 days from receipt of 90% comments
- Bid & Award: 75 days from advertisement
- Construction Phase: 90 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.

February 23, 2024

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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**

*Mohammad Huq*

By: \_\_\_\_\_

Mohammad Huq, P.E., PTOE  
Senior Project Manager  
Traffic and Transportation Engineering

Date: 02 / 23 / 2024

*Hasan Syed*

By: \_\_\_\_\_

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

Date: 02 / 23 / 2024

MH/ol

Attachment: Geotechnical Engineering Study - Raba Kistner, Inc.  
City of League City - PSA Exhibit "B" Phase Requirements  
2023 Schedule of Hourly Rates





Raba Kistner, Inc.  
3602 Westchase  
Houston, TX 77042  
www.rkci.com

P 713.996.8990  
F 713.996.8993  
F-3257

Proposal No. PHA24-004-00\_Revision No.1  
February 21, 2024

Mr. Mohammad Huq, P.E., PTOE  
Senior Project Manager  
EHRA Engineering  
10011 Meadowglen Lane  
Houston, Texas 77042

**RE: Geotechnical Engineering Study  
Traffic Signal Project – City of League City  
Intersection of Maple Leaf Drive and League City Parkway  
City of League City, Texas**

Dear Mr. Huq:

On the basis of the document received by our office from you via electronic mail on Monday, January 15, 2024, **Raba Kistner, Inc. (Raba Kistner)** is thankful for being selected to provide the proposal for Geotechnical Engineering Services to EHRA Engineering (CLIENT) for the above-referenced project. The broad objectives of our study will be to determine subsurface conditions at the subject site and to provide geotechnical recommendations and construction considerations for new pavements and new traffic signals. Described in this contract are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum fee.

### **Project Description**

We understand that plans call for the design and construction of new turn lanes and traffic signals near the intersection of Maple Leaf Drive and League City Parkway in the City of League City, Texas. New right turn lanes are planned in the northbound and westbound directions, along with new traffic signals at the intersection. We anticipate that deep foundations, such as drilled shafts, will be used to support the new traffic signals. New turn lanes will consist of concrete pavement sections. At the time of this proposal, the signal foundation sizes, loads, and site grade have not been provided. Additionally, anticipated traffic counts for the proposed turning lanes are unknown.

### **Field Study**

In general accordance with the Texas Department of Transportation (TxDOT) requirements for geotechnical investigations, we propose to drill 2 borings to a depth of 25 ft each (total of 50 lineal ft) below the existing grade. We will use a truck-mounted drilling rig to assess subsurface conditions at the subject site.

The borings will be located in the field utilizing a global positioning system (GPS) device and marked for surveying by others. Our scope of services does not include surveying of the boring locations. However, **Raba Kistner** recommends that the CLIENT or their representative survey the final boring locations in the field.

**Raba Kistner** will also perform the necessary State One-Call notifications prior to the field work. If any of the proposed boring locations are unacceptable (i.e. utility conflicts, accessibility, etc.), **Raba Kistner** and the CLIENT shall mutually determine an acceptable location for the borings. **Raba Kistner** will not be responsible for damaging underground utilities that were not clearly marked by others.

The boring locations will require basic traffic control to safely route traffic around the drilling rig during the field work activities. Prior to drilling, a traffic control plan will be submitted to TxDOT and/or CLIENT, and the necessary permits will be obtained. **Raba Kistner** will provide a certified traffic subcontractor to perform traffic control duties for the geotechnical field operations.

Boring locations will be accessed by coring through sections of the existing roadway pavement. We will patch the cored holes with cold-patch asphalt or ready-mix concrete, similar material to the existing pavement sections.

The field work will be conducted using Texas Cone Penetration (TCP) techniques in general accordance with the Texas Department of Transportation (TxDOT) Geotechnical Manual, dated July 2020. To collect samples for laboratory testing purposes, conventional split-spoon and/or Shelby tube sampling techniques will be employed within granular and cohesive soils, respectively. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

Short-term water level readings will be recorded for the open boreholes during drilling and at drilling completion. If free water is encountered during drilling, our logger will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time interval. Water level measurements will also be recorded at the completion of drilling prior to backfilling the boreholes with bentonite grout.

Environmental assessments, compliance with state and federal regulatory requirements, and/or environmental analyses, including those associated with mold, fungi, and other biological agents, are beyond the scope of this study.

### **Laboratory Study**

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the foundation soils. We will perform the following soil mechanics laboratory tests (including but not limited to) to measure the physical and engineering properties of selected representative soil samples.

- Moisture Content;
- Atterberg Limits;
- Amount of Material in Soils Finer than No. 200;
- Unconfined Compression Triaxial Compression; and

- Unconsolidated-Undrained (UU) Triaxial Compression.

The type and number of laboratory tests will be based on the subsurface conditions encountered during field exploration. The laboratory testing will be performed in general accordance with applicable TxDOT or ASTM standards.

We will retain the soil samples for 30 days after completion of laboratory testing unless requested otherwise.

### **Engineering Report**

The field and laboratory phases of the study will be reviewed by our staff engineers. The results of our review and the supporting field and laboratory data will be presented in a written engineering report. Therein will be recommendations concerning the design and construction of the foundation systems for the proposed signal poles and the new pavements for the northbound and westbound right turn lanes. The Geotechnical Engineering Report may include the following information and recommendations, if applicable:

- Discussion of the field exploration and laboratory testing programs;
- Discussion of the encountered subsurface and groundwater conditions;
- Boring location map and subsurface profile;
- Drilling logs presented in TxDOT format using the Wincore software program;
- Allowable foundation capacity curves, soil strength analysis tables, and skin friction curves from the Wincore software program for deep foundations (drilled shafts) per TxDOT standard;
- Design soil parameters to generate lateral load analysis (p-y) curves using LPILE by others for the deep foundations (drilled shafts);
- Estimated settlements for the deep foundations (drilled shafts) due to axial loads;
- Pavement subgrade preparation and treatment;
- Rigid pavement design recommendations in general accordance with *2018 General Design and Construction Standards, City of League City*; and
- Site drainage and construction considerations;

Our scope of work does not include a geologic fault study, nor does it include conducting test pits at the site. Since site grading plans can result in changes in the subgrade conditions, final site grading plans will be helpful information in preparing geotechnical engineering recommendations.

A draft report will be submitted electronically to the CLIENT for review. Comments to our draft report will then be incorporated into the final report. One electronic (PDF) copy of the final report will be submitted.

### **Tentative Project Schedule**

Based on our present workload and weather permitting, it is anticipated that the field exploration phase of this study can begin within **five (5) to seven (7)** working days of receiving written authorization and work permit approval to proceed, provided that the site is accessible to our truck-mounted drill rig and the CLIENT has supplied us with all available information regarding existing utilities and below-grade structures on site (if any). The field exploration is anticipated to require **one (1)** day to complete. Laboratory testing phases of the study will commence during the field work and are anticipated to be completed about **five (5)** working

days following the field exploration phase. The draft engineering report will be submitted within an additional **ten (10)** working days following completion of the laboratory testing. The final engineering report will be submitted within **two (2)** to **three (3)** working days after receiving all comments for the draft report. The above schedule does not account for delays due to inclement weather. We will be pleased to provide the design team with verbal design information as the data becomes available.

### **Lump Sum Fee**

The total lump sum fee for the study outlined herein is **\$9,000**. Should unusual subsurface conditions be encountered in the field indicating the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

The Client has provided **Raba Kistner** with an aerial image of the new traffic signal area. Also, it is our understanding that the Client will provide right-of-entry to all boring locations for a truck-mounted drilling rig and that the Client will provide private underground utility clearance. **Raba Kistner** will assist in locating underground utilities, provided the Client submits documentation of existing utility locations.

Historically the fee of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete.

It should be noted that our study scope (and project fee) does not include professional time or travel expenses for participation in design team meetings. If these services are required, they will be billed at our standard billing rates for professional time plus expenses.

It should be noted that our study scope (and project fee) does not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observation fees should be included in the project budget.

### **Acceptance**

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

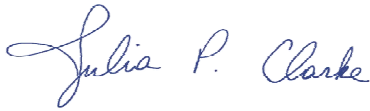
Please return one signed copy of this letter contract to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

**Raba Kistner** considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,  
**RABA KISTNER, INC.**



Phu T. Tran, P.E.  
Project Manager



Julia P. Clarke, P.E.  
Associate | Geotechnical Engineering Leader

PTT/JPC/TP: km  
Attachment

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

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

**SCHEDULE OF FEES FOR PROFESSIONAL SERVICES**

**PERSONNEL:**

Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative .....	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

**EXPENSES:** Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

**CONDITIONS:** Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

## PSA Exhibit B

### PHASE REQUIREMENTS

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

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

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

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

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



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

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

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

**D. Resubmittals**

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

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

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

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

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

**EHRA ENGINEERING  
PUBLIC WORKS  
2023 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%