

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** (“Traffic Signal Design), effective as of (“April 8, 2025”) by and between Traff Data & Associates, Inc having its main address at 9894 Bissonnet, Suite 640, Houston, Texas, 77036 (“TDAI”), and [City of Texas City] having its main address at [7800 Emmett F. Lowry Expy, Texas city 77591] (“City of Texas City”), each being a “Party,” and together are hereby referred to as the “Parties” to this Agreement.

WHEREAS, City of Texas is in need of Traff Data & Associates, Inc services described in **Section 2: Scope of Services**; and

WHEREAS, Traff Data & Associates has agreed to provide such services; and

WHEREAS, Traff Data & Associates, Inc represents and warrants that it will perform the services covered by this contract in a fully professional manner and in accordance with the Traff Data & Associates, Inc reputation; and

WHEREAS there exists within the budget of the originating department funds that are available and rightly applicable for this use.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Term of Agreement. This Agreement shall commence on the Effective Date set forth above and shall remain in effect until [April 8,2025], unless mutually extended by agreement, or unless otherwise terminated in accordance with Paragraph 5 below.

2. Scope of Services. City of Texas City hereby engages Traff Data & Associates, Inc, and Traff Data & Associates, Inc hereby accepts the engagement with City of Texas City, to provide the services (“Services”) for City of Texas City described in sum as follows: [See attached proposal].

3. Performance of Duties. Traff Data & Associates, Inc will provide the Services to the City of Texas City from time to time on dates and times mutually agreed upon by the Parties. Traff Data & Associates, Inc will discharge its duties pursuant to this Agreement competently, carefully, loyally, in good faith and to the best of its abilities. In performance of its duties, Traff Data & Associates, Inc will comply with any and all applicable local, state and federal laws, rules, regulations, statutes, ordinances and other provisions of law.

4. Compensation/Payment for Services. In consideration for the Services to be provided by Traff Data & Associates, Inc to City of Texas City, City of Texas City will compensate Traff Data & Associates, Inc as follows:

a. *Service Fees*. [Attached proposal]

b. *Billing/Invoicing*. Traff Data & Associates, Inc shall invoice the City of Texas city on a monthly basis for all Service Fees accrued during the preceding month, and the amounts due under such invoice shall be payable within thirty (30) days after the City of Texas City receipt of such invoice.

c. *General*.

1. Payments made by the City of Texas City will be payable and mailed to: [Traff Data & Associates, Inc, 9894 Bissonnet, Suite 640, Houston, Texas 77036]

2. Traff Data & Associates, Inc is solely responsible for paying any wages or compensation to any employee or contractor assisting Traff Data & Associates, Inc in the performance of duties under this Agreement. Traff Data & Associates agrees to indemnify and defend the City of Texas city for any claim by an employee, contractor, for the payment of wages, compensation, benefits, or any other remuneration for work

performed for Traff Data & Associates, Inc.

5. Termination. This Agreement may be terminated by City of Texas City without cause with fourteen (14) days prior written notice to Traff Data & Associates, Inc. This Agreement may be terminated by Traff Data & Associates, Inc with or without cause with fourteen (14) days prior written notice to the City of Texas City. This Agreement may also be terminated at any time immediately by Rowan for cause which, for the purposes of this Agreement, shall mean the City of Texas City's good faith determination that Traff Data & Associates, Inc has been deficient in the performance of Traff Data & Associates, Inc duties, that Traff Data & Associates, Inc has breached any provisions of this Agreement, or that Traff Data & Associates, Inc has been unable to perform required duties for a period of five (5) consecutive days. Upon termination of this Agreement, neither Party shall have any further obligation to the other except for obligations accruing prior to the date of termination and obligations, promises, or covenants in this Agreement that are expressly made to extend beyond the term of this Agreement.

6. Independent Contractor Relationship.

a. Traff Data & Associates, Inc relationship with the City of Texas City, as well as any individual working for Traff Data & Associates, Inc, shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agency or employment relationship between the Parties. Traff Data & Associates, Inc is not the agent of City of Texas City and is not authorized and shall not have any authority to make any representation, contract or commitment on behalf of the City of Texas City or otherwise bind the City of Texas City in any respect whatsoever.

7. Insurance Requirements.

a. Traff Data & Associates, Inc shall carry appropriate levels of insurance and shall provide written proof of such insurance to the City of Texas City upon request.

b. *Professional Liability Insurance:* Comprehensive Professional Liability Insurance with a minimum:

1. \$1,000,000 each occurrence; and
2. the City of Texas City the City of Texas City must be named as additional insured and a certificate stating such must be produced upon execution.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the day and year stated above.

The City of Texas City

Traff Data & Associates Inc

By: _____

By: I. Samson Ukaegbu
I. Samson Ukaegbu, P.E.

Title:

Title: [Principal

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

April 8, 2025.

Kimberly O. Golden, P.E.
Engineering & Planning
City Engineer, Director
City of Texas City
7800 Emmett F Lowry Expy
Texas City, Texas 77591

Re: Traffic Signal Design, Construction management and Signal Timing.

Dear M/s Golden:

Traff Data & Associates appreciates the opportunity to submit a proposal for Traffic Signal Design, Construction Management and Signal Timing at the intersections of 9th Avenue at 6th Street and Loop 197 (25th Street) at 9th Street in the City of Texas City, Texas.

Scope of Services:

- Coordination with the city of Texas City, Texas.
- TDAI will perform a comprehensive field investigation of the site location and survey of the area during the critical AM and PM peak period.
- TDAI will provide a detailed design of the traffic to enable construction of the proposed traffic signal in accordance to city of Texas City and TxDOT design standards.
- TDAI will provide the pavement and signage at the intersection in accordance to TxDOT MUTCD.
- TDAI will provide signal timing and construction management of the project.

This will include the following:

1. Preparation of quantities for bidding and award of contract to reputable

TDAI *Traff Data & Associates. Inc.*

a
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signal contractors.

Schedule:

The time required for completion of the signal design is follows:

- Surveying 30 calendar days
- Complete signal design of the two intersections 90 calendar days.
- Biding and award of contract for signal installation 30 days.
- Typical signal installation after award of contract six months pending delivery of signal poles.

Compensation:

The total lump sum cost for the services is set as follows:

- Surveying of both intersections..... \$24,400.00
 - Complete design plans for 9th Avenue at 6th Street..... \$28,500.00
 - Complete design plans for Loop 197(25th St) at 9th Street..... \$20,500.00
 - Signal Timing at both intersections..... \$8,000.00
 - Construction management/Biding and contract award..... \$8000.00
- Total.....\$89,400.00**

Thank you for considering Traff Data and Associates, Inc. for this project and as always, I can assure you of our personal service and timely response. We look forward to being of continued service to the City of Texas City. In the event of questions or if clarification is required, please advise.

Respectfully Submitted

Traff Data and Associates, Inc.


I. Samson Ukaegbu, P.E.
Principal

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487