



## Professional Services Agreement (Short Form)

### Agreement

To engage the Services of Wade Trim, Inc., 201 Main Street, Suite 251, Fort Worth, TX 76102 as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Misty Oak Lane Stormwater Replacement – Proposed Services between City of Keller of 1100 Bear Creek Parkway, Keller, TX 76248, hereinafter called "Owner," and Wade Trim, Inc. of 201 Main Street, Suite 251, Fort Worth, TX 76102, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

The Professional will provide pre-design topographic survey, design services, preparation of construction drawings, specification, bid phase services and limited construction management assistance for the stormwater replacement along Misty Oak Lane per the attached Misty Oak Lane Stormwater Replacement – Proposed Services letter dated November 25, 2024.

B. Owner agrees to pay Professional as compensation for Professional's services as follows:

The Professional will provide these above services for a not to exceed fee in the amount of \$75,944, per the attached Misty Oak Lane Stormwater Replacement – Proposed Services letter dated November 25, 2024.

C. Owner agrees to establish an allowance of \$N/A for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

The Professional will begin work immediately upon receiving authorization to proceed. The tentative schedule is provided in the attached Misty Oak Lane Stormwater Replacement – Proposed Services letter dated November 25, 2024.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

By:

(Print Name)

Title:

Date Signed:

Professional:

By:

Shawn W. Keough

(Print Name)

Title:

Senior Vice President

Date Signed:

November 25, 2024

## General Provisions

### 1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

#### 2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

#### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

#### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

#### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

#### 9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Wade Trim, Inc.  
201 Main Street, Suite 251 • Fort Worth, TX 76102  
682.237.7718 • www.wadetrim.com

November 25, 2024

City of Keller, TX  
1100 Bear Creek Parkway  
Keller, TX 76248

Attention: Rick Hardcopf, PE  
Capital Projects Manager

Re: Misty Oak Lane Stormwater Replacement – Proposed Services

Dear Rick Hardcopf:

We are pleased to submit this letter proposal for pre-design topographic services, design services, bid phase services and limited construction management assistance for the Misty Oak Lane Stormwater Replacement. Our proposal confirms our scope of work, proposed schedule, and budget effort estimate.

## PROJECT UNDERSTANDING/SUMMARY

During the construction of the 2022 Annual Street Maintenance project, it was discovered that the existing stormwater system running along the eastern portion of Misty Oak Lane, and the outfall on the southern portion of Belinda Drive was corrugated metal pipe (CMP). As shown in the Countryhill Estates Replat (1987) record drawings, the system starts approximately 200 LF east of the intersection of Misty Oaks Lane and Oak Bend Drive, ultimately discharging to an open concrete channel on the east side of Belinda Drive (See Figures 1 and 2). The existing system consist of six inlets, an outfall headwall and approximately 650 LF of dual stormwater pipe ranging in size from 21-inches to 42x29-inch arch pipe. During the construction of the 2022 Annual Street Maintenance, Wade Trim initiated a re-design of this system, but the work was postponed at the request of the City.

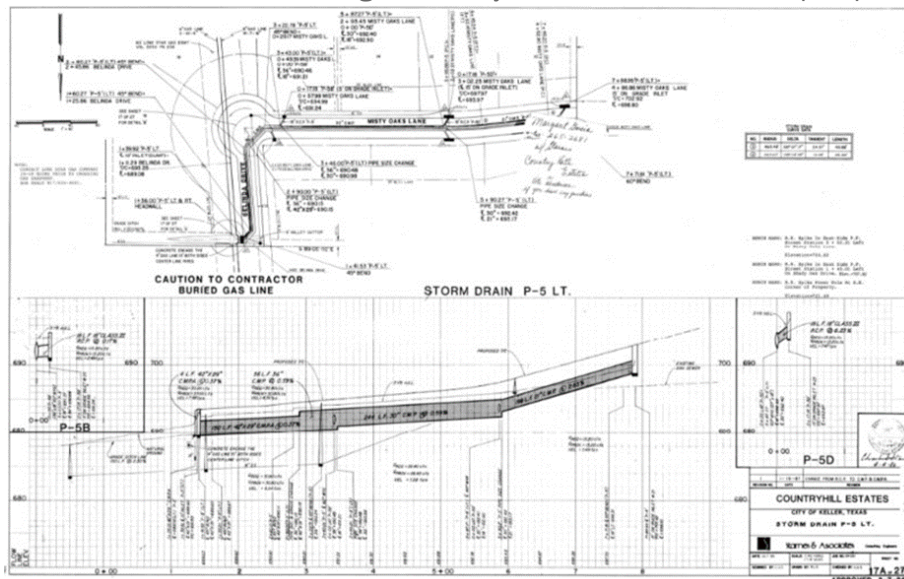


Figure 1: Countryhill Estates Replat (1987) record drawings, sheet 17A.

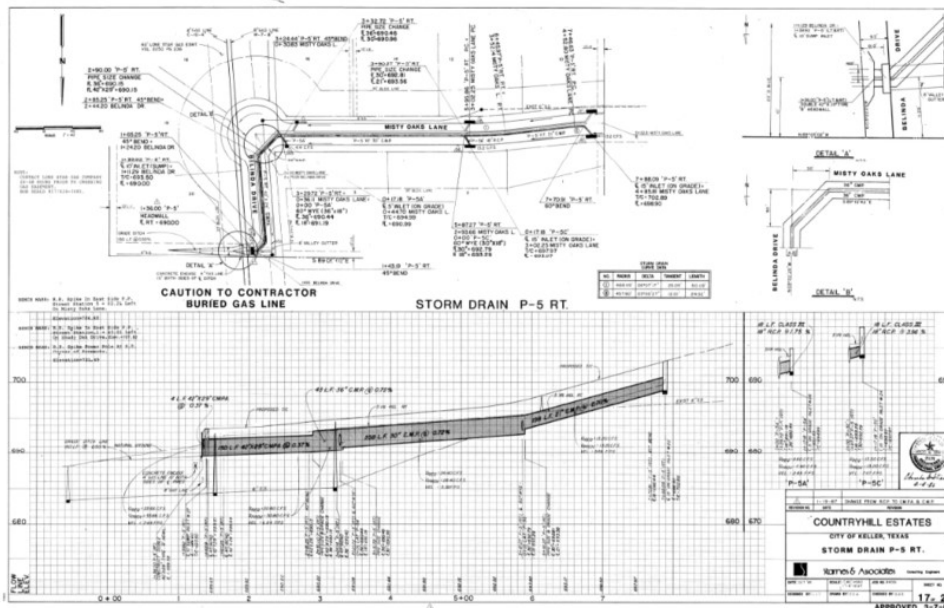


Figure 2: Countryhill Estates Replat (1987) record drawings, sheet 17.

## PROJECT SCOPE OF WORK

It is the intent of our design to replace the existing CMP stormwater system with a HP storm Dual Wall Pipe system (manufactured by ADS). For the design, Wade Trim will employ a subconsultant to perform a topographic survey to verify existing conditions such as surface elevations and inverts of applicable utilities. Additionally, Wade Trim will remodel the stormwater system using Autodesk Storm and Sanitary Analysis (SSA) to ensure our initial assumptions were correct. This remodel will include Hydrologic and Hydraulic (H&H) calculations of the watershed and storm sewer system including, runoff calculations using the rational method, inlet calculations and pipe capacity calculations for each segment of pipe. The design of the stormwater system will be in accordance with the City of Keller's criteria. The stormwater system will be developed into a 3D model in AutoCAD Civil3D using the topographic information collected as well as the information determined in the H&H model. This design will then be incorporated into construction plans and specifications for the project.

It is our intent to maintain all existing inlet structures by matching existing inverts. If this is not possible, we will evaluate if it is possible to connect the structure at a different location and bulkhead the existing opening or if new structures are required. Additionally, we will be evaluating installing several junction boxes along the proposed system to allow access. Wade Trim will provide a standard detail or special detail for the proposed connection to the inlets and proposed junction boxes.

Additionally, it is our intent to redesign a replacement of the existing headwall structure and reconfigure the existing culvert crossing near the outfall. On the west side of Belinda Drive, there are a number of culverts, we believe we can consolidate some of the pipes and create a more hydraulically efficient culvert system. Shown in Figure 3 are several images of the existing headwall structure to be replaced on the east side of Belinda. It is not our intent to replace any of the concrete channel, however some small portion of the channel may need to be reconstructed during the headwall replacement. As part of our redesign, Wade Trim will provide a special detail for the proposed headwall. Additionally, we will evaluate whether construction or drainage easements are needed for this area of work.





Figure 3: Existing headwall structure.

Along with the design of the stormwater system replacement, Wade Trim will incorporate the paving sheets and typical sections previously shown in the 2022 Annual Street Maintenance projects with appropriate limit of work adjustments to include additional areas affected by the storm sewer improvements.

Wade Trim will provide pre-design, design, bid and limited construction services to the City of Keller as outlined in the task descriptions that follow. Topographic survey will be required; however, subsurface utility engineering and geotechnical investigation will not be required. Services were developed based on discussions with City staff. Amanda Roddy will be the project manager for this project. She has worked on numerous projects for the City of Keller and understands your expectations and procedures. Work will begin upon receipt of written notice to proceed from City of Keller.

Ten tasks are proposed:

- Task 100 – Project Management
- Task 200 – Pre-Design Topographic Survey
- Task 201 – Drainage/Construction Easement Documents (Special Services)
- Task 300 – Conceptual Design (30% Submittal)
- Task 400 – Preliminary Design (60% Submittal)
- Task 500 – Pre-Final Design & Final Design (90% & 100% Submittals)
- Task 600 – Bid Phase Services
- Task 700 – Construction Phase Services

- Task 800 – Project Completion
- Task 900 – Expenses

Specific services and deliverables included with each task are described in the sections that follow.

## 100.0 PROJECT MANAGEMENT

### 100.1 Team Management

- a) Coordinating and conducting team meeting with internal design team.

### 100.2 Communication & Reporting

- a) Communication, scheduling, monthly invoicing, and monthly reporting throughout the project.

*Deliverables:* Monthly invoice and project update

### 100.3 Scope Clarification and Kick-Off Meeting

- a) Wade Trim will meet with the Owner to clarify and define the project requirements and review available data. We will advise the Owner if additional project information is needed from others including reports and data relative to previous designs or investigation at/or adjacent to the site.

*Deliverables:* Kick-off Meeting Minutes

### 100.4 Subconsultant Coordination

- a) Communication, coordination, invoice review for subconsultant(s).

### 100.5 Collection & Review Existing Data

- a) Collect and review existing data such as GIS data and record drawings for the project area.

## 200.0 PRE-DESIGN TOPOGRAPHIC SURVEY

This task includes preliminary boundary research, boundary sketch, and topographic survey services.

- a) Preliminary boundary research, and deed sketch (not a boundary survey): Research and develop a working right of way map prior to going into the field. This will guide boundary monument recovery efforts and will be adjusted and serve as the boundary file after property corners are located in the field. Obtain relevant and adjacent easements, right of ways, subdivision plats, boundary surveys, deeds, and other similar documents from public records that apply to the area of the proposed project. Prepare boundary sketch in AutoCAD 2020 or later, of record information obtained by research of public records. Label parcel, easements, and public rights-of-way with the appropriate ownership and record of ownership. Not a boundary survey.
- b) Preparation of topographic survey
  - 1) Ties: Establish ties to found right-of-way, easement, and property monuments to the horizontal control. Tie secondary control points back to the primary control points.
  - 2) Horizontal and vertical control: Establish horizontal and vertical control. Horizontal project data will be based upon the Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 (NAD 83). Vertical data will be based upon the national Geodetic Vertical Datum of 1988. Horizontal coordinates will be represented as surface coordinates with a surface to grid combined scale factor. Establish a minimum of (3) horizontal and vertical control points.



- 3) Benchmarks: Establish benchmarks within 200 feet of the beginning and end of the project. Establish additional benchmarks along the alignment at intervals that do not exceed 1,000 feet. Benchmarks shall be documented and retraceable (i.e., nail in trees are not acceptable)
- 4) Contact DIGTESS/ONECALL: Provide Dig-Tess (Texas 811) information for instruction to locate all existing private utilities in the project area. Prepare utilities sketch in AutoCAD 2020 or later, of franchise and public utilities within project area.

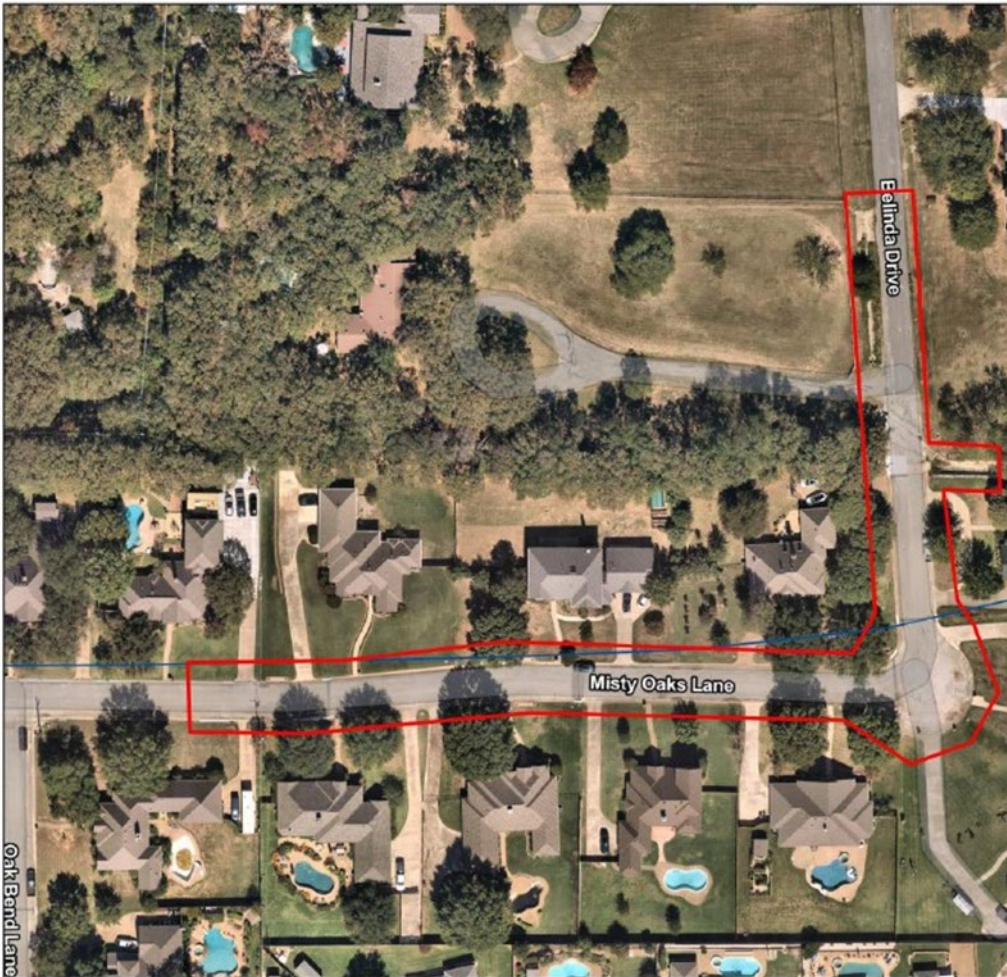


Figure 4: Survey Limits of work.

- 5) Topographic Features: Provide horizontal and vertical locations of topographic features 25 feet on both sides of the Oak Bend Lane from approximately 140 LF east from the intersection of Oak Bend Lane and Misty Oak Lane to approximately 200 LF past the outfall along Belinda Drive, as shown in Figure 4. Additionally, provide horizontal and vertical locations of topographic features 50 foot downstream of the outfall structure. Provide a Civil 3D 2020 file or XML file with topographic features and a topographic surface. The topographic features that shall be located includes:
  - i. Provide ground shots at a minimum of 25 feet on either side of the roadway alignments at 50' intervals to provide one (1) foot contours
  - ii. Provide ground shots at a minimum of 15 feet on either side of the open channel alignments at a minimum of 15' intervals to provide one (1) foot contours
  - iii. Other significant grade breaks (walls, ramps, ground slope changes, etc.)
  - iv. Fire hydrants, water meters, valves, and blow offs (Provide rim elevations and top nut measure downs for valves)

- v. Gas meters and valves
- vi. Power poles, overhead electric lines, telephone, and electrical pedestals
- vii. Storm Sewer inlets, manholes, and junction boxes with flow-line elevations, rim elevations, size, depth, and type
- viii. Wastewater manholes with flow-line elevations, cleanouts, rim elevations, size, depth, and type
- ix. Identify drainage channels, ditches, and swales. Identify culvert sizes and flow lines
- x. Show channel/ditch/creek features, including top of bank, high bank, side slopes, berms, center line of creek and back-slope interceptors. Show limits of riprap and slope paving
- xi. Identify brush or tree lines, and tree types and sizes. Comply with local agency requirements for sizes of trees that must be identified. Identify size, specie and location of individual specimen trees and perimeter location of heavy brush areas
- xii. Locate visible indications of utilities (gas mains, electric, telephone, cable TV, communication fiber optics, etc.). Locate ROW markers and pipeline markers (provide information from pipeline marker sign)
- xiii. Roadway features: driveway/ground, back of sidewalk, front of sidewalk, back of curb, gutter, edge of concrete, edge of asphalt, crown of street, mailboxes, signs, and landscaping
- xiv. Locate/verify existing property monuments to establish right-of-way and property lines suitable for engineering design. (Not a boundary survey)

***Deliverables:*** Digital File in AutoCAD Civil 3D 2020 or later

### **201.0 DRAINAGE/CONSTRUCTION EASEMENT DOCUMENTS (SPECIAL SERVICES)**

- a) This task includes, providing a legal description and survey exhibit document on 8.5"x11" letter-size title block for up to two (2) proposed easements. The easements are anticipated to be located near the system outfall into the concrete channel along Belinda Drive. The draft exhibits will be sent to the City for approval and comment. Once approved by all parties, our subconsultant will return to the field to set final easement corners and stakes, as needed.
  - 1) As a special service, this task is only intended to be used or paid for if drainage/construction easements are needed. If the need arises, we will formally contact the City to written approval to initiate this task.

### **300.0 CONCEPTUAL DESIGN (30% DESIGN SUBMITTAL)**

The 30% design submittal will include final design criteria, conceptual drawings, outline specifications, and written descriptions of the project. An Engineer's Opinion of Probable Construction Cost based on a 30% complete set of plans will also be submitted. The hydrology and hydraulic calculations will be done using Autodesk's Storm and Sanitary Analysis (SSA).

#### **300.1 Conceptual Design Drawings**

- a) 30% Conceptual Construction Plans:
  - 1) Cover Sheet (including location map)
  - 2) General Notes
  - 3) Project Overview
  - 4) Existing and Proposed Typical Sections
  - 5) Conceptual Paving Plan Sheet (1 Sheet)
  - 6) Drainage Area Map (1 Sheet)



- 7) Drainage Calculations (1 Sheet)
- 8) Stormwater Plan & Profile (2 Sheets)

**Deliverables:** 30% Plans in PDF and three (3) printed, half-sized copies

### 300.2 Other Items

- a) Up to one (1) site visit to verify topographic survey data.
- b) Estimates – Opinion of Probable Construction Cost (OPCC)

**Deliverables:** 30% Engineer's Opinion of Probable Construction Cost in PDF and three (3) printed copies

- c) Outline of technical specifications

**Deliverables:** Outline in PDF and three (3) printed copies

- d) 30% Quality Assurance/Quality Control (QA/QC) Review for the plans, outline of technical specifications and OPCC.
  - 1) Wade Trim will perform an in-house quality assurance and quality control review of the 60% design submittal and make necessary updates prior to submittal for City of Keller review.
- e) A review of the 30% design submittal will be facilitated to collect feedback from the Owner. Based on comments received, the Owner will identify specific modifications or changes to the scope, extent, character, or design requirements to carry forward in the 60% design submittal. It is anticipated that major design decisions will be agreed upon at this step so the design concept can be further detailed for the 60% design submittal.

**Deliverables:** Meeting Summary of Review Comments and Design Decision Updates

## 400.0 PRELIMINARY DESIGN (60% SUBMITTAL)

A 60% design submittal will be developed and submitted to the City of Keller for review and comment. 30% design comments will be addressed during this phase.

### 400.1 Preliminary Design Drawings

- a) 60% Preliminary Construction Plans:
  - 1) Cover Sheet
  - 2) General Notes
  - 3) Quantity Summary
  - 4) Project Overview
  - 5) Traffic Control Plan (1 Sheet & applicable TxDOT Details)
  - 6) Erosion Control Plan (1 Sheet & applicable TxDOT Details)
  - 7) Existing and Proposed Typical Sections
  - 8) Paving Plan Sheet (1 Sheet)
  - 9) Drainage Area Map (1 Sheet)
  - 10) Drainage Calculations (1 Sheet)
  - 11) Stormwater Plan & Profile (2 Sheets)
  - 12) Structural Details including headwall and junction box.

### 13) Miscellaneous Construction Details

***Deliverables:*** 60% Plans in PDF and three (3) printed, half-sized copies

#### 400.2 Preliminary Specifications

- a) Develop and prepare preliminary specifications (front-end documents and technical specifications) for the project.

***Deliverables:*** 60% Specifications in PDF and three (3) printed copies

#### 400.3 Other Items

- a) Estimates – Opinion of Probable Construction Cost (OPCC)

***Deliverables:*** 60% Engineer's Opinion of Probable Construction Cost in PDF and three (3) printed copies

- a) 60% Quality Assurance/Quality Control (QA/QC) Review for the plans, specifications and OPCC.
  - 1) Wade Trim will perform an in-house quality assurance and quality control review of the 60% design submittal and make necessary updates prior to submittal for City of Keller review. If temporary or permanent easements are identified during the review meeting, as required to construct the improvements, the appropriate scope of work and corresponding special services item will be initiated.
- a) A review of the 60% design submittal will be facilitated to collect feedback from the Owner and other stakeholders. Based on comments received, the Owner will identify any issues to address. At this stage of the project, it is anticipated that no further changes to design concept or parameters will be made. The remainder of the design effort will focus on further detailing the design concept. Significant changes in design parameters or concepts may lead to additional effort and cost.

***Deliverables:*** Meeting Summary of Review Comments and Plan Updates

#### 500.0 PRE-FINAL & FINAL DESIGN (90% & 100% SUBMITTALS)

A 90% design submittal will be developed and submitted to the City of Keller for review and comment. A final in-house quality assurance and quality control review of the 90% plans will be performed and revisions will be incorporated into the plans as necessary.

After the 90% submittal, Wade Trim will submit final contract documents to the Owner for bidding. This submittal will include any necessary final changes to the plans discussed at the 90% plan review.

#### 500.1 Pre-Final Design Drawings

- a) 90% Pre-Final Construction Plans:
  - 1) Cover Sheet
  - 2) General Notes

- 3) Quantity Summary
- 4) Project Overview
- 5) Traffic Control Plan (1 Sheet & applicable TxDOT Details)
- 6) Erosion Control Plan (1 Sheet & applicable TxDOT Details)
- 7) Existing and Proposed Typical Sections
- 8) Paving Plan Sheet (1 Sheet)
- 9) Drainage Area Map (1 Sheet)
- 10) Drainage Calculations (1 Sheet)
- 11) Stormwater Plan & Profile (2 Sheets)
- 12) Structural Details including headwall and junction box.
- 13) Miscellaneous Construction Details

***Deliverables:*** 90% Plans in PDF and three (3) printed, half-sized copies

## **500.2 Pre-Final Specifications**

- a) Further develop and prepare specifications (front-end documents and technical specifications) for the project.

***Deliverables:*** 90% Specifications in PDF and three (3) printed copies

## **500.3 Other Items**

- a) Estimates – Opinion of Probable Construction Cost (OPCC)

***Deliverables:*** 90% Engineer's Opinion of Probable Construction Cost in PDF and three (3) printed copies

- b) 90% Quality Assurance/Quality Control (QA/QC) Review for the plans, specifications and OPCC.
  - 1) Wade Trim will perform an in-house quality assurance and quality control review of the 90% design submittal and make necessary updates prior to submittal for City of Keller review.
- c) A review of the 90% design submittal will be facilitated to collect feedback from the Owner and other stakeholders. Based on comments received, the Owner will identify any issues to address. It is anticipated that design decisions were finalized at the 60% stage. The remaining design effort is anticipated to focus on resolving review and quality control comments. Any significant changes to design at this stage will likely lead to additional effort and cost.

***Deliverables:*** Meeting Summary of Review Comments and Final Design Decisions

## **500.4 Final Design Drawings**

- a) 100% Final Construction Plans:
  - 1) Cover Sheet
  - 2) General Notes
  - 3) Quantity Summary

- 4) Project Overview
- 5) Traffic Control Plan (1 Sheet & applicable TxDOT Details)
- 6) Erosion Control Plan (1 Sheet & applicable TxDOT Details)
- 7) Existing and Proposed Typical Sections
- 8) Paving Plan Sheet (1 Sheet)
- 9) Drainage Area Map (1 Sheet)
- 10) Drainage Calculations (1 Sheet)
- 11) Stormwater Plan & Profile (2 Sheets)
- 12) Structural Details including headwall and junction box.
- 13) Miscellaneous Construction Details

***Deliverables:*** 100% Plans in PDF and three (3) printed, half-sized copies

## **500.2 Final Specifications**

- a) Finalize specifications (front-end documents and technical specifications) for the project.

***Deliverables:*** 100% Specifications in PDF and three (3) printed copies

## **500.3 Other Items**

- a) Estimates – Opinion of Probable Construction Cost (OPCC)

***Deliverables:*** 100% Engineer's Opinion of Probable Construction Cost in PDF and three (3) printed copies

- b) 100% Quality Assurance/Quality Control (QA/QC) Review for the plans, specifications and OPCC.

- 1) Wade Trim will perform an in-house quality assurance and quality control review of the 100% design submittal and make necessary updates prior to submittal for City of Keller review.

## **600.0 BIDDING PHASE SERVICES**

### **600.1 Bid Advertisement and Addenda Services**

- a) Wade Trim will prepare and coordinate the bid advertisement by CivCast. Contract documents will be distributed to bidders, upon request.
- b) A pre-bid conference will be coordinated and conducted to review project scope, requirements, schedule, and other pertinent information. Wade Trim will establish the agenda, and record/distribute the meeting summary with first addenda within seven (7) days of the meeting date.

***Deliverables:*** Pre-bid Conference Summary

- c) Addenda will be prepared and issued as appropriate to clarify, correct, or change the Bidding Documents. It is assumed that up to three (3) Addenda will be prepared (if necessary).

***Deliverables:*** Three (3) Addenda



## 600.2 Contract Award

- a) Wade Trim will support and/or conduct the bid opening per the Owner's direction.
- b) All bids will be tabulated and checked for responsiveness to bid requirements. It is assumed that the lowest and best bid will be recommended. Wade Trim will support the Owner, if requested, in further review of the low bidder's qualifications by contacting references.
- c) A recommendation letter will be provided to award the project to the selected Contractor.

***Deliverables:*** Letter of Recommendation for Contract Award

## 700.0 CONSTRUCTION PHASE SERVICES

The anticipated duration of construction is three months (3) months

### 700.1 Provide Final Drawings

- a) Incorporate all addendum or plan changes made between bidding and construction phases. Provide final conformed documents.

***Deliverables:*** Conformed Plans in PDF and three (3) printed, half-sized copies; Conformed Specification in PDF and three (3) printed copies

- b) Final drawings will be provided in native file electronic formats for the Owner's records. Wade Trim does not warrant, guarantee, or provide assurances that dimensions, details, and other information are exact or endorse the future use of these files outside of the project. If files are used for other purposes than the project, it is the sole responsibility of the Owner to determine if information presented in provided digital files has been changed or updated, and Wade Trim is exempt from any claims arising from or in any way related to use of provided digital files outside of the project.

***Deliverables:*** Digital File in AutoCAD Civil 3D 2020 or later

### 700.2 Construction Services

- a) Wade Trim will coordinate and conduct a pre-construction conference with the Contractor to review communication, coordination, and other procedures, and discuss the Contractor's general work plan and requirements. Wade Trim will establish the agenda and meeting location, and record/distribute the meeting summary within seven (7) days after the meeting.

***Deliverables:*** Pre-Construction Meeting Summary

- b) Minor changes to design work will be addressed based on conditions encountered in the field and/or at the direction of the Owner, including:
  - 1) Change Orders - Review and provide recommendations to the City for change in work that will impact the contract price or schedule.

***Deliverables:*** Forms and Correspondence to Address up to two (2) Change Orders

- c) Wade Trim will provide the following services during the construction period:
  - 1) Up to two (2) site visits, at the request of the City.

- 2) Review shop drawings, samples, and submittals using procedures outlined in the specifications including requests for proposed substitutions. The Contractor's proposed shop drawing and submittal schedule will be reviewed. Wade Trim will coordinate reviews with design engineers for conformance with the design concept and compliance with the specified requirements. Logs will be maintained using the construction document software to identify and track all shop drawings.

***Deliverables:*** Up to eight (8) Submittals

- 3) Review Contractor-provided inspections or tests required by the construction documents for conformance to specified parameters for materials, equipment, and/or installed work. Wade Trim's review of Contractor-provided certificates and test data, or other approvals information provided by the Contractor does not constitute that an independent evaluation was performed or validated.
- 4) Review Contractor's Requests for Information (RFIs) for plan clarifications and responses to Contractor questions on an as needed basis.

***Deliverables:*** Up to ten (10) RFIs are Assumed to be Processed for Budgeting Purposes

## **800.0 PROJECT COMPLETION**

- a) Record drawings will be developed after completion of the construction and final survey of the completed work. As-built information documented by the Contractor will be used update the construction drawings to reflect changes during construction.

***Deliverables:*** Digital Native and PDF files of Complete Record Drawing Set

## **900.0 EXPENSES**

- a) This task includes printing and reproduction expenses and direct expenses as shown in Attachment A – Level of Effort.

## **SCHEDULE**

We propose to complete the project design in seven months. Dates for key activities, deliverables, and meetings are provided below.

- Notice to Proceed – January 2025
- Task 100 – Project Management
  - On-going task throughout design, bidding and construction.
- Task 200 – Pre-Design Topographic Survey
  - Topographic Survey – February 2025
- Task 201 – Drainage/Construction Easement Documents (Special Services)
  - Tentatively during 60% design phase
- Task 300 – Conceptual Design (30% Submittal)
  - Internal QA/QC Review – April 2025
  - 30% Submittal – April 2025
  - Tentative 30% Review Meeting – May 2025
- Task 400 – Preliminary Design (60% Submittal)
  - Internal QA/QC Review – June 2025
  - 60% Submittal – June 2025

- Tentative 60% Review Meeting – July 2025
- Task 500 – Pre-Final & Final Design (90% & 100% Submittals)
  - Internal QA/QC Review – August 2025
  - 90% Submittal – August 2025
  - Tentative 90% Review Meeting – August 2025
  - Internal QA/QC Review – September 2025
  - 100%/Bid Set Submittal – September 2025
- Task 600 – Bidding Phase Services
  - Advertisement and Addenda Services – September 2025
  - Bid Opening – October 2025
  - Contract Award – October 2025
- Task 700 – Construction Phase Services
  - Construction Services – November 2025 – March 2026
- Task 800 – Project Completion
  - Final Walk-Thru – March 2026
  - As-Constructed Plans – April 2026

Wade Trim's fees are based on the schedule. Changes in the schedule may impact the presented fees. Depending on the actual notice-to-proceed date and desired completion date, Wade Trim reserves the right to renegotiate professional fees to account for additional effort required to accommodate the project schedule. The Wade Trim Project Manager will notify the Owner immediately if there is an expected change in schedule that would impact the presented fee.

## FEES AND COMPENSATION METHOD

Task	Description	Lump Sum Amount*
100	Project Management	\$6,740 (LS)
200	Pre-Design Topographic Survey (Includes Markup)	\$11,040 (LS)
201	Drainage/Construction Easement Documents (Special Services) (Includes Markup)	\$4,485 (T&M)
300	Conceptual Design (30% Submittal)	\$12,150 (LS)
400	Preliminary Design (60% Submittal)	\$16,740 (LS)
500	Pre-Final & Final Design (90% & 100% Submittals)	\$11,790 (LS)
600	Bidding Phase Services	\$4,550 (LS)
700	Construction Phase Services	\$4,630 (LS)
800	Project Completion	\$2,820 (LS)
900	Expenses	\$999 (LS)
<b>Total Anticipated Project Fee Fee</b>		<b>\$75,944</b>

\* Scope sections detail assumptions and specific quantities assumed in fee development. Changes to assumptions, scope, or schedule may impact task fee.

*LS = Lump Sum task; T&M = Time and Material task*

We will complete these services for a lump sum fee (Not to Exceed) in the anticipated amount of **\$75,944** (see Attachment A – Level of Effort). All tasks will be completed on a lump sum basis, excluding Task 201 Drainage/Construction Easement Documents (Special Services) which will only be executed if needed and will be completed on a time and material basis not to exceed the total anticipated project fee provided above.

## **OWNER RESPONSIBILITIES**

- Provide access to the project site for Wade Trim and its subconsultants.
- Access to front yards only for topographic survey. No right of entry required.
- Provide Wade Trim with as-built drawings and other pertinent information regarding the existing sanitary sewer, storm sewer, water, electrical, gas, and telecommunication services.
- Provide Wade Trim the City's most up-to-date Lidar, GIS Data, and Aerials.
- Review documents prepared by Wade Trim and provide comments in a timely fashion.

## **EXCLUSIONS/ADDITIONAL SERVICES**

Wade Trim will provide additional services on a time and material basis in accordance with our current schedule of rates and charges (or negotiated fee). Services not identified in this proposal will be discussed as they arise. The below services are not included as part of the scope and fee presented in this proposal.

- Predesign or Preliminary Engineering Services
  - Existing conditions verification.
  - Hydraulic modeling or water flow test of water systems.
  - Subsurface explorations including soil borings, preparation of soil boring location maps, staking soil boring locations, or geotechnical engineering.
- Survey and Easement Services
  - No survey services, other than noted in this proposal, are included in our scope.
  - Boundary survey and/or plats
  - Effort and expenses related to drafting legal descriptions, drawings, or exhibits required to modify the existing easement agreement.
  - Preparation of a Certificate of Survey or field work associated with the Certificate of Survey.
  - All effort and expenses required to combine/split lots and/or modifications to record subdivisions.
  - Subsurface Utility Engineering
- Assessments and Permitting
  - Environmental assessments and permitting.
  - Preparation and coordination of permits and applications other than noted in our scope.
  - Wetland services including determination, delineation, permitting, and mitigation.
  - Preparation of permits and applications other than noted in our scope.
- Special Evaluations
  - Value Engineering revisions unless input is received during design, or plan changes requested after obtaining permits or during construction.
  - Traffic impact and/or signalization studies.
  - Geotechnical investigation or recommendations.



- Design Services
  - Preparation of renderings or exhibits.
  - Design of off-site utility extensions.
  - Design of sanitary sewer, or potable water.
  - Vertical roadway design and major horizontal roadway changes
  - Drainage improvements beyond the replacement area
  - Landscape, irrigation, and/or lighting designs and/or modifications.
  - Effort and expenses associated with design of retaining walls of significant height or that which would require specialized design professionals.
  - Effort and expenses required to change, adjust, or modify the construction documents after receipt of approval of the preliminary plan.
- Other Services
  - Changes in scope.
  - Effort and cost associated with visits or trips to the project site, the Owner's office, or reviewing agencies other than noted in the project scope and fees.
  - Additional meetings or coordination activities not identified in our scope or required after the project commences or not disclosed to Wade Trim at the time of preparing the scope.
  - Effort and expenses required to attend, or participate in, dispute resolution or presentation of plans other than noted in this proposal.
  - Services associated with litigation or arbitration.

### INVOICING PROCEDURES

All effort and cost will be invoiced monthly for our effort to date. Payment of invoices is expected within 30 days. Any disputes related to the invoice amount will immediately be brought to the attention of Wade Trim. Wade Trim reserves the right to stop work when accounts receivable exceeds 60 days. All deliverables are the property of Wade Trim until payment obligations are met.

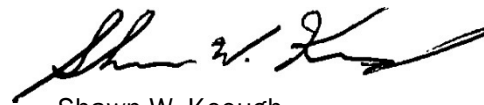
We have enclosed a Professional Services Short Form Agreement for this project. If this meets your approval, please sign, date, and return the Agreement to authorize Wade Trim to proceed. We look forward to working with you on this project and should you have any questions, please do not hesitate to call.

Very truly yours,

Wade Trim, Inc.



Amanda T. Roddy, PE  
Project Manager



Shawn W. Keough  
Senior Vice President

ATR:amt  
COK5007.01x  
[20241112\\_COK Misty Oak Lane Stormwater Replacement Proposal](#)

cc: Kenneth Tillman, PE  
Chad Bartee, PE

ATTACHMENT A  
Level of Effort Spreadsheet  
City of Keller Design Services for  
Misty Oak Lane Stormwater Replacement

Task No.	Task Description	Labor (hours)					Total Labor Cost	Subconsultant Expense			Total Expense Cost	Task Sub Total	% Complete	Remaining Budget
		Principal	Senior Project Manager	Project Manager/Project Engineer	EIT	Administrative		Subconsultant		Reproduction				
		Rate	\$250	\$245	\$180	\$120	\$90	SBE	Non-SBE					
100.0	Project Management	1	0	21	2	4	\$4,630	\$0.00	\$0.00	\$0.00	\$0	\$4,630		
100.1	Team Management	1		8			\$1,690				\$0	\$1,690		
100.2	Communications and Reporting			8		4	\$1,800				\$0	\$1,800		
100.3	Preliminary Conference with Client			2	2		\$600				\$0	\$600		
100.4	Collect & Review Existing Data			3			\$540				\$0	\$540		
200.0	Topographic Survey	0	0	1	0	0	\$180	\$ 7,500	\$0	\$0	\$7,500	\$7,680		
200.1	Topographic Survey			1			\$180	\$ 7,500			\$7,500	\$7,680		
201.0	Drainage/Construction Easement Documents (Special Services)	0	0	4	4	0	\$1,200	\$ 3,900	\$0	\$0	\$3,900	\$5,100		
201.1	Drainage/Construction Easement Documents (up to 2)			4	4		\$1,200	\$ 3,900			\$3,900	\$5,100		
300.0	Conceptual Design (30% Submittal)	0	8	40	20	2	\$11,740	\$0.00	\$0.00	\$0	\$0	\$11,740		
300.1	Conceptual Design Drawings					2	\$180				\$0	\$180		
300.1.1	Cover Sheet				1		\$120				\$0	\$120		
300.1.2	General Notes			2	1		\$480				\$0	\$480		
300.1.3	Location Map(s) & Exhibit				1		\$120				\$0	\$120		
300.1.4	Existing & Proposed Typical Sections				1		\$120				\$0	\$120		
300.1.5	Paving Design				4		\$480				\$0	\$480		
300.1.6	Drainage Area Map			8			\$1,440				\$0	\$1,440		
300.1.7	Drainage Calculations			16			\$2,880				\$0	\$2,880		
300.1.8	Stormwater Plan & Profile			8	4		\$1,920				\$0	\$1,920		
300.2	Site Visits			2	2		\$600				\$0	\$600		
300.3	Quantity Take-Off and Opinion of Probable Cost			2	4		\$840				\$0	\$840		
300.4	QA/QC Review		8				\$1,960				\$0	\$1,960		
300.5	Client Conference/Review Meeting			2	2		\$600				\$0	\$600		
400.0	Preliminary Design (60% Submittal)	0	6	48	46	2	\$15,810	\$0.00	\$0.00	\$0	\$0	\$15,810		
400.1	Preliminary Design Drawings					2	\$180				\$0	\$180		
400.1.1	Cover Sheet				1		\$120				\$0	\$120		
400.1.2	General Notes						\$0				\$0	\$0		
400.1.3	Location Map(s) & Exhibit						\$0				\$0	\$0		
400.1.4	Traffic Control Plan			4	2		\$960				\$0	\$960		
400.1.5	Erosion Control Plan				2		\$240				\$0	\$240		
400.1.6	Existing & Proposed Typical Sections						\$0				\$0	\$0		
400.1.7	Paving Design				2		\$240				\$0	\$240		
400.1.8	Drainage Area Map			1			\$180				\$0	\$180		
400.1.9	Drainage Calculations			1			\$180				\$0	\$180		
400.1.10	Stormwater Plan & Profile			2	1		\$480				\$0	\$480		
400.1.11	Structural Details		2	20	32		\$7,930				\$0	\$7,930		
400.1.12	Miscellaneous Construction Details			2	2		\$600				\$0	\$600		
400.2	Specifications			16			\$2,880				\$0	\$2,880		
400.3	Quantity Take-Off and Opinion of Probable Cost				2		\$240				\$0	\$240		
400.4	QA/QC Review & Constructability Review		4				\$980				\$0	\$980		
400.5	Client Conference/Review Meeting			2	2		\$600				\$0	\$600		
500.0	Pre-Final & Final Design (90% & 100% Submittal)	0	8	38	20	2	\$11,380	\$0.00	\$0.00	\$0	\$0	\$11,380		
500.1	Final Design Drawings and Specifications					2	\$180				\$0	\$180		
500.1.1	Cover Sheet				1		\$120				\$0	\$120		
500.1.2	General Notes						\$0				\$0	\$0		
500.1.3	Location Map(s) & Exhibit						\$0				\$0	\$0		
500.1.4	Traffic Control Plan				1		\$120				\$0	\$120		
500.1.5	Erosion Control Plan				1		\$120				\$0	\$120		
500.1.6	Existing & Proposed Typical Sections						\$0				\$0	\$0		
500.1.7	Paving Design				2		\$240				\$0	\$240		
500.1.8	Drainage Area Map			4			\$720				\$0	\$720		
500.1.9	Drainage Calculations			4			\$720				\$0	\$720		
500.1.10	Stormwater Plan & Profile			4			\$720				\$0	\$720		
500.1.11	Structural Details			8	8		\$2,400				\$0	\$2,400		
500.1.12	Miscellaneous Construction Details				1		\$120				\$0	\$120		
500.2	Specifications			16			\$2,880				\$0	\$2,880		
500.3	Quantity Take-Off and Opinion of Probable Cost				4		\$480				\$0	\$480		
500.4	QA/QC Review		8				\$1,960				\$0	\$1,960		
500.5	Client Conference/Review Meeting			2	2		\$600				\$0	\$600		
600.0	Bid Phase Services	0	0	18	8	2	\$4,380	\$0	\$0	\$0	\$0	\$4,380		
600.1	Coordinate P&S Reproduction				2	1	\$330				\$0	\$330		
600.2	Bidding Assistance			10			\$1,800				\$0	\$1,800		
600.3	Bid Opening			2	1		\$480				\$0	\$480		
600.4	Bid Tabulation			4	1		\$840				\$0	\$840		
600.5	Recommendation of Award			1	4		\$660				\$0	\$660		
600.6	Notice of Award			1		1	\$270				\$0	\$270		
700.0	Construction Phase Services	0	0	20	6	2	\$4,500	\$0	\$0	\$0	\$0	\$4,500		
700.1	Notice To Proceed					2	\$180				\$0	\$180		
700.1.1	Preconstruction Conference			4	2		\$960				\$0	\$960		
700.1.2	Shop Drawing & Contractor Submittal Review (up to 8)			8			\$1,440				\$0	\$1,440		
700.1.3	Site Visits (Up to 2)			4	4		\$1,200				\$0	\$1,200		
700.2	Plan Clarifications/Change Orders			4			\$720				\$0	\$720		
800.0	Project Completion	0	4	4	8	0	\$2,660	\$0	\$0	\$0	\$0	\$2,660		
800.1	Final Inspection		2		2		\$850				\$0	\$850		
800.2	Record Drawings		2		2		\$1,810				\$0	\$1,810		
Totals		1	26	194	114	14	\$56,480	\$11,400	\$0	\$0	\$11,400	\$67,880	#REF!	#REF!

TASK 900.0	Printing and Reproduction Expenses				Quantity		Unit Price	Amount
	Printing - 11 x 17 Plans (Review Sets)	9	Sets		180	N/A	\$0.25	\$45
	Printing - 11 x 17 Plans (Utility Clearance Sets)	3	Sets		20	N/A	\$0.25	\$15
	Printing - 11 x 17 Plans (Bidding Sets)	3	Sets		20	N/A	\$0.25	\$15
	PDF Preparation	0	Sets		0	N/A	\$0.10	\$0
	Specifications - 8.5 x 11 Paper Copies	12	Sets		250	N/A	\$0.15	\$450
	Total Printing & Reproduction Expenses							\$525
TASK 900.0	Direct Expenses				Quantity		Unit Price	Amount
	Plotting 11 x 17 Paper Plots	8	Sets		20	N/A	\$0.25	\$40
	Plotting 22 x 34 Paper Plots	0	Sets		0	N/A	\$1.50	\$0
	Reproduction - 8.5 x 11 Paper Copies	0	Copies		0	N/A	\$0.15	\$0
	Delivery Service	0	Pkgs		0	N/A	\$12.00	\$0
	GPS Equipment	0	Trips		0	N/A	\$20.00	\$0
	Auto Expense	10	Trips		20	N/A	\$0.67	\$134
Total Direct Expenses								\$174

Project Summary		
Total Hours		349
Total Labor		\$56,480
Total Expense		\$699
	Subconsultant	\$11,400
15%	Sub Markup	\$1,710
Total Project Cost		\$70,289