City Secretary Contract No. 24-30

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF KELLER AND CONTRACTOR

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Keller (hereinafter called OWNER) and Select Excavation, LLC of McKinney, Texas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

Project Name:

Highland Oaks Gabion Repair

Description of work: Excavation of failed materials and installation of new backfill and

earth anchors per plans prepared by LAN.

Article 2. CONTRACT TIME

2.1. This contract will begin on its execution. The construction time will start upon the issuance by the OWNER to the CONTRACTOR of a Notice to Proceed and continue until the project is completed and accepted by the OWNER, a period no longer than 30 calendar days from Notice-to-Proceed for Substantial Completion and 45 calendar days from Notice-to-Proceed for Final Payment.

Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR for work completed based on unit prices in the bid proposal. The total cost of the project should not exceed \$239,263.00 without a change order approved in writing by the OWNER.

Article 4. PAYMENT PROCEDURES.

4.1 Payment to CONTRACTOR will in partial payments submitted to and approved by the OWNER or one lump sum after satisfactory completion, and acceptance by the OWNER, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

Article 6. MISCELLANEOUS

- 6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

6.4 CLEANUP:

6.4.1 During Work

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the OWNER's representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

6.4.2 Final

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an

appearance acceptable to the OWNER's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

6.5 SUBCONTRACTING

- 6.5.1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 6.5.2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.
- 6.5.3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 6.5.4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.
- 6.5.5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.
- 6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.
- 6.7 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial

supplies, raw materials, and labor.

- 6.8 INSURANCE: Within three (3) days of execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.
- 6.9 SAFETY: CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas. City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of theses safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- 6.10 CLAIMS and DAMAGES: Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between CONTRACTOR and OWNER concerning the work consist of the following:

7.1 Exhibits 1, 2 and 3 and this Agreement. The CONTRACTOR is responsible for the construction of a curbed concrete flum as shown on the work items & details and stated in this Agreement.

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this Agreement will be effective on the

day of, 2024	
OWNER:	CONTRACTOR:
City of Keller 1100 Bear Creek Parkway P.O. Box 770 Keller, Texas 76244	Select Excavation, LLC 6500 Meyer Way McKinney, Texas 75070
By: Aaron Rector (May 6, 2024 09:25 CDT) (Signature)	By: Malley Cignature)
Aaron Rector, Interim City Manager	MANAGER

(Print Name & Title)

(Print Name & Title)



SELECT EXCAVATION, LLC
6500 Meyer Way
McKinney, TX 75070
ESTIMATOR: Zakary Smith zsmith@selectexcavation.com
CELL: 972-408-7755 PROPOSAL VALID FOR 30 DAYS

PROJECT: Gabion Wall LOCATION: Keller DATE: April 26, 2024

D/11 L.						
	USE 8X12 MIXED FLEXBASE AS SUPPORT FOR GABION WALL (EXHIBIT B)					
ITEM	DESCRIPTION	TOTAL	UI	IIT QUANT	ITY UNIT PRICE	TOTAL
1	MOBILIZATION (INLCUDES 1 MOBILIZATIONS)		1	S 1	\$ 19,455.00	\$ 19,455.0
2	CONSTRUCTION STAKING (SELECT EXCAVATION SCOPE ONLY)		L	S 1	\$ 5,000.00	\$ 5,000.0
3	SUPERVISION		L	S 1	\$ 8,500.00	\$ 8,500.0
4	CONSTRUCTION ENTRANCE (EXCLUDES WASHOUT) (INCLUDES REMOVAL)		L	S 1	\$ 5,434.78	\$ 5,434.7
5	DE WATER EXISITING POND (EXCLUDES DEMUCKING)		1	S 1	\$ 36,500.00	\$ 36,500.0
6	INSTALL ORANGE SAFTERY BARRIER WITH T POST		L	F 100	\$ 15.65	\$ 1,565.0
7	REMOVAL OF EXISTING FENCE		L	F 100	\$ 12.85	\$ 1,285.0
8	REMOVAL OF TOP BASKET OF GABION WALL		L	S 1	\$ 14,565.00	\$ 14,565.0
9	REPLACE OF GABION WALL		L	S 1	\$ 11,200.00	\$ 11,200.0
10	12.5GA HOG RINGS		L	S 1	\$ 3,658.00	\$ 3,658.0
11	ARMORMAX 75 w/ B3 ANCHORS		L	S 1	\$ 37,500.00	\$ 37,500.0
12	NON WOVERN GEOTEXTILE (BEHIND GABION WALL)		8	F 1,50		
13	DIRT EXCAVATION (BENCHED SLOPE TO BOTTOM OF GABION WALL)		C	Y 815	\$ 28.95	\$ 23,594.2
14	FILL EXCAVATED BENCHED SLOPE WITH EXCAVATED MATERIAL		C	Y 765	\$ 25.33	\$ 19,377.4
15	IMPORT & PLACE 8X12 ROCK AT TOE OF GABION WALL		T	N 500	\$ 64.23	\$ 32,115.0
16	MACHINE GRADE SLOPE		S	Y 286	\$ 9.82	\$ 2,808.5
17	CONSTRUCTION WATER		L	S 1	\$ 3,265.00	
18	STREET SWEEPING		L	S 1	\$ 5,265.00	\$ 5,265.0
	USE 8X12 MIXED FLEXBASE AS SUPPORT FOR GABION WALL TOTAL	\$ 237,46	3.00			\$ 237,463.00
		•				
	CLADIFICATIONS					

CLARIFICATIONS		
SELECT EXCAVATION TO TOPO EXISTING CONDITIONS PRIOR TO MOBILIZATION		
GC IS TO PROVIDE ALL CONTROL & CAD FILES PRIOR TO MOBILIZATION		
DEWATERING IS LIMITED TO THIS SCOPE ONLY, WHILE ON SITE ONLY		
GC REQUIRED TO PROVIDE TEMP WATER TAP IF NO WATER ACCESS IS ON SITE		
INCLUDES ALL TAXES, FEES & INSURANCE APPLICABLE TO THIS SCOPE ONLY		

GENERAL EXCLUTIONS:	SITE SPECIFIC EXCLUTIONS:		
TRUCKING IN WATER FROM OFF SITE	*SHORING*		
HAULING OR REMOVAL OF SPOILS GENERATED BY OTHERS	*RETENTION SYSTEMS*		
DEWATERING FOR OTHERS	*ANY WORK WITH REPAIR OF GABION WALL BELOW 1ST BASKET*		
SAND, POLY OR DRAINAGE LAYER BELOW SLABS	*ANY WORK ON GABION WALL BESIDES LISTED ABOVE*		
DEMO OF EXST. BUILDINGS			
DEBRIS LEFT ABOVE GROUND & UNDER GROUND AS WELL AS GRADE BEAMS (ECT.)			
STRUCTURAL EXCAVATION - ELEVATOR PITS, FOOTINGS, GRADE BEAMS, MECH ROOMS, ETC			
PAYMENT, PERFORMANCE OR MAINTENANCE BONDS - SEE ADD			
TRAFFIC CONTROL & BARRICADES			
REMOVAL OR HANDLING OF CONTAMINATED OR HAZARDOUS MATERIAL			
MARKING OF TREES TO BE PROTECTED OR REMOVED			
LIME STABILIZATION, SELECT FILL OR FLEXBASE UNDER SIDEWALKS			
DEPTH VERIFICATION OF EXISTING UTILITIES, DEMOLITION OF EXISTING ELECTRICAL AND TELEPHONE LINES			
SWPPP BOOKS, INSPECTIONS, PROPOSED INLET PROTECTION			
BACK FILL OF OF STRUCTURE OF ANY KIND (I.E. RETAINING WALLS, GRADE BEAMS, DOCKS, BASEMENT WALLS)			
SEEDING, SODDING, HYDRO-MULCH, IRRIGATION, DE-ROCKING, AMENDING, IMPORTING TOPSOIL FOR LANDSCAPE AREAS			
OVER EX OF EXISTING FILLS NOT IN MC			
SIDEWALK EXCAVATION (SIDEWALKS TO BE LEFT AT TOP OF PAVMENT ELEVATIONS)			
ANY SEPTICS & WELLS FOUND ON SITE			
SEDIMENT BASIN, STRUCTURES, RISERS, PIPING, ETC			
HAUL ROADS STAGING AREAS CRANE PADS LAYDOWN YARDS FTC			

Drew Gibbs

From: Zakary Smith

Sent: Thursday, May 2, 2024 3:07 PM

To:Drew GibbsSubject:FW: Gabion repairAttachments:Contract Agreement.pdf

Thank You,



Estimator
972-408-7755 Direct
940-202-2880 Fax
Select Excavation, LLC
6500 Meyer Way
McKinney, TX 75070, Suite 120
zsmith@selectexcavation.com
planroom@selectexcavation.com

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From: Chad Bartee <cbartee@cityofkeller.com>

Sent: Tuesday, April 30, 2024 1:24 PM

To: Zakary Smith <zsmith@selectexcavation.com>

Cc: Wade Blake <wblake@rpmxconstruction.com>; Scott McMahon <scott@ntnsmllc.com>

Subject: RE: Gabion repair

Good afternoon all,

We've reviewed the information sent and will proceed with the mixed flexbase option. I confirmed with the design engineer that the top basket row can be removed and the TRM attached to the next row down. Due to the unknowns involved, the city agrees that Select Excavation will not be held liable for any failures of the existing gabion wall during the work as shown on Exhibits 1 & 2.

We do request that prices for the list of items included in the total price be provided to show how the total was calculated. I have also attached a short form contract agreement that will document this work. The exhibits referenced in Article 7 will be the two plans sheets from LAN and your proposal sheet.

As for next steps, please send the updated proposal with unit prices and a signed copy of the contract agreement. Then we'll get a quick pre-construction meeting scheduled.

Chad Bartee, P.E. I City Engineer

817-743-4082

City of Keller, Texas

Website: www.cityofkeller.com

From: Zakary Smith <zsmith@selectexcavation.com>

Sent: Friday, April 26, 2024 4:43 PM

To: Chad Bartee <cbartee@cityofkeller.com>

Cc: Wade Blake <wblake@rpmxconstruction.com>; Scott McMahon <scott@ntnsmllc.com>

Subject: RE: Gabion repair

Good afternoon Chad,

I hope this message finds you well. Please take a moment to review the proposal I have prepared from Select Excavation concerning the Gabion Wall & Slope Repair. I have included two exhibits to provide clarity regarding the variance in pricing.

Additionally, I would like to draw attention to our concerns regarding the condition of the gabion wall baskets beneath the top layer. Upon inspection, both in person and via Google Earth imagery, it appears that the wall is showing signs of bulging due to erosion along the slope. This has led to a situation where the wall is bulging more into the lake, potentially compromising its structural integrity. It's important that I address this issue, especially considering the possibility of our involvement in the project. We wish to clarify that should we be selected, we cannot be held liable for any failures or collapses of the existing gabion walls, given their current deteriorating state.

If you have any further concerns or questions please don't hesitate to contact me.

Thank You,



Estimator
972-408-7755 Direct
940-202-2880 Fax
Select Excavation, LLC
6500 Meyer Way
McKinney, TX 75070, Suite 120
zsmith@selectexcavation.com
planroom@selectexcavation.com

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From: Scott McMahon < Scott@ntnsmllc.com>

Sent: Friday, April 19, 2024 1:29 PM

To: Zakary Smith <zsmith@selectexcavation.com>

Subject: Fwd: Gabion repair

Get Outlook for iOS

From: Chad Bartee < cbartee@cityofkeller.com >

Sent: Friday, April 19, 2024 1:17:00 PM **To:** Scott McMahon < Scott@ntnsmllc.com>

Subject: Fwd: Gabion repair

Hi Scott,

Signed and sealed plans attached with answers to your questions. Please email Scott with LAN and me with further questions. Thank you.

Chad

Sent from my iPhone

Begin forwarded message:

From: "Maynor, Scott" < SLMaynor@lan-inc.com>

Date: April 19, 2024 at 1:05:08 PM CDT

To: Chad Bartee < cbartee@cityofkeller.com>

Subject: RE: Gabion repair

Here we go. I put in a note that they should coordinate with the city to lower the outfall weir of the pond. If that's not possible, they will need to pump down the pond prior to placing material at the toe. I would welcome their feedback on whether they can place the wrapped material at the toe without drawing down the pond.

One question I left unanswered was direction on gabion wall support. One reason is I'm not sure what to suggest. I could see them using lumber struts that get buried with the backfill and can be removed when we go back to rebuild the wall.

Let me know if there are further questions. Thanks!

Best regards,

Scott L. Maynor, PE, LEED AP Senior Technical Leader

2801 Network Blvd, Suite 101 • Frisco, TX 75034 **T** 972.638.7260 **C** 214.325.2526 www.lan-inc.com • SLMaynor@lan-inc.com









lan-inc.com/join-us

We're Hiring!

From: Chad Bartee <cbartee@cityofkeller.com>

Sent: Friday, April 19, 2024 8:58 AM

To: Maynor, Scott <SLMaynor@lan-inc.com>

Subject: Re: Gabion repair

That will work. Thank you.

Chad

Sent from my iPhone

On Apr 19, 2024, at 8:51 AM, Maynor, Scott <<u>SLMaynor@lan-inc.com</u>> wrote:

Sure, I can answer these. The best thing is for me to incorporate into the signed/sealed drawings and resend. Later this morning?

Best regards,

Scott L. Maynor, PE, LEED AP
Senior Technical Leader
<image002.png>
2801 Network Blvd, Suite 101 • Frisco, TX 75034
T 972.638.7260 C 214.325.2526
www.lan-inc.com • SLMaynor@lan-inc.com









lan-inc.com/join-us

We're Hiring!

From: Chad Bartee < cbartee@cityofkeller.com >

Sent: Friday, April 19, 2024 8:48 AM

To: Maynor, Scott <<u>SLMaynor@lan-inc.com</u>>

Subject: Fwd: Gabion repair

Scott,

I have a contractor looking at the repair plan. They have a few questions, see below. Can you respond? I'll be sending them the signed and sealed set soon but I wanted to get the process started.

Chad

Sent from my iPhone

Begin forwarded message:

From: Scott McMahon < scott@ntnsmllc.com>

Date: April 18, 2024 at 4:31:48 PM CDT

To: Chad Bartee < <u>cbartee@cityofkeller.com</u>> **Cc:** Zakary Smith < <u>zsmith@selectexcavation.com</u>>

Subject: RE: Gabion repair

Chad,

Please see questions/verifications in red below.

<image003.png>

Scott McMahon PE

Vice President of Development / Turn Key Project Leader North Texas Natural Select Materials, LLC / RPM xConstruction LLC

480-313-2374 (cell)

Texas PE# 140068, Oklahoma PE# 33309, Arizona PE #48272, New Mexico PE #28172, Tennesssee PE #128452

From: Chad Bartee <cbartee@cityofkeller.com>

Sent: Thursday, April 18, 2024 2:29 PM **To:** Scott McMahon <<u>Scott@ntnsmllc.com</u>>

Subject: RE: Gabion repair

Call me first. If I can't answer then we'll call Scott. Thank you.

Chad Bartee, P.E. I City Engineer

817-743-4082

City of Keller, Texas

Website: www.cityofkeller.com

From: Scott McMahon < Scott@ntnsmllc.com>

Sent: Thursday, April 18, 2024 2:27 PM

To: Chad Bartee < cbartee@cityofkeller.com >

Subject: RE: Gabion repair

Received thank you, and we are on it.

I will have some questions for your design engineer. I assume that I have permission from you to contact Scott Maynor to discuss. Please confirm.

-Scott

Scott McMahon PE

Vice President of Development / Turn Key Project Leader North Texas Natural Select Materials, LLC / RPM xConstruction LLC 480-313-2374 (cell)

Texas PE# 140068, Okĺahoma PE# 33309, Arizona PE #48272, New Mexico PE #28172, Tennesssee PE #128452

From: Chad Bartee < cbartee@cityofkeller.com >

Sent: Thursday, April 18, 2024 1:28 PM **To:** Scott McMahon <Scott@ntnsmllc.com>

Subject: Gabion repair

Scott,

Thank you for taking my call. Attached are the repairs plans I mentioned. Take a look and give me a call with any questions.

Chad Bartee, P.E. I City Engineer 817-743-4082 City of Keller, Texas Website: www.cityofkeller.com

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Highland Oaks Crossing Gabion Repair Contract Agreement

Final Audit Report 2024-05-06

Created: 2024-05-06

By: Kelly Ballard (kballard@cityofkeller.com)

Status: Signed

Transaction ID: CBJCHBCAABAANpatZCydrhKiEsAHiZEv9msj20kaoatk

"Highland Oaks Crossing Gabion Repair Contract Agreement" History

- Document created by Kelly Ballard (kballard@cityofkeller.com) 2024-05-06 1:54:00 PM GMT
- Document emailed to Aaron Rector (arector@cityofkeller.com) for signature 2024-05-06 1:54:07 PM GMT
- Email viewed by Aaron Rector (arector@cityofkeller.com)
 2024-05-06 1:54:35 PM GMT
- Document e-signed by Aaron Rector (arector@cityofkeller.com)
 Signature Date: 2024-05-06 2:25:22 PM GMT Time Source: server
- Agreement completed. 2024-05-06 - 2:25:22 PM GMT

CHANGE ORDER

CITY SECRETARY CONTRACT NO:

PROJECT : Highland Oaks Gabion Repair

OWNER : City of Keller 1100 Bear Creek Parkway Keller, Texas 76244 No. : 1

24-30

DATE OF ISSUANCE: August 7, 2024

CONTRACTOR: Select Excavation					
CONTRACT FOR : Temporary gabion wall repairs					
You are directed to make the following changes in the Contract Documents :					
Description: Add item 5 - Silt Fence Around Excavated Material While Stockpiled Remove item 4 - Construction Entrance Remove item 10 - Replace Gabion Wall Reduce item 19 by 50% - Street Sweeping					
Purpose of Change Order: Adjusts final quantities to actual.					
CHANG	GE IN CONTRACT PRICE	:	CHANGE IN CONTRACT TIME :		
Original Contract Price : \$237,463.00			Original Contract Time : 45 calendar days		
Previous Change Orders Total Amount : \$0.00			Net Change from previous Change Orders : 0 calendar days		
Contract Price Prior to this Change Order : \$237,463.00			Contract Time Prior to this Change Order : 45 calendar days		
Net Increase/Decrease of this Change Order : (\$17,467.28)		:	Net Increase/Decrease of this Change Order : 0 calendar days		
Contract Price with all approved Change Orders : \$219,995.72		ers:	Contract Time with all approved Change Orders : 45 calendar days		
Cumulative % Chan	ge in Contract Price: -7.36%				
RECOMMENDED :		APPROVED	:		
by (Find Burton Chad Bartee, P.E. City Engineer	tu	by Contractor: Print Name:_	Select Excavation		

CHANGE ORDER

No.: 1

PROJECT : Highland Oaks Gabion Repair DATE OF ISSUANCE : August 7, 2024

OWNER : City of Keller CITY SECRETARY CONTRACT NO: 24-30

1100 Bear Creek Parkway Keller, Texas 76244

CONTRACTOR: Select Excavation

CONTRACT FOR: Temporary gabion wall repairs

ADDITIONS:

Item 5 - Silt Fence Around Excavated Material

REDUCTIONS:

Remove item 4 - Construction Entrance Remove item 10 - Replace Gabion Wall Reduce item 19 by 50% - Street Sweeping

Quantity	Unit	Unit Price	Amount
			\$0.00
1	LS	\$1,800.00	\$1,800.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Total	Additions	\$1,800.00
1	LS	\$5,434.78	\$5,434.78
1	LS	\$11,200.00	\$11,200.00
0.5	LS	\$5,265.00	\$2,632.50
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Total R	Reductions	\$19,267.28
	Net Increa	se / (Decrease)	(\$17,467.28)
		(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	