



January 18, 2022
Proposal No.: MWKELRTX.001C

Mr. Chad Bartee, PE
City Engineer, City of Keller
1100 Bear Creek Parkway
Keller, Texas 76248

Subject: Proposal for Professional Engineering and Construction Phase Services of the Rehabilitation of the Pearson Ground Storage Tank (GST) #1

Dear Mr. Bartee:

As requested, Kleinfelder Inc. (Kleinfelder) is pleased to submit this proposal for professional engineering and construction phase services for rehabilitation of the Pearson Ground Storage Tank (GST) #1 owned and operated by the City of Keller, Texas. The following sections provide our understanding of the project and our proposed scope of services, related budget, and schedule to assist the City of Keller.

PURPOSE AND SCOPE OF BASIC SERVICES

This proposal is to provide design document preparation, bidding assistance and construction phase services for the rehabilitation of the 3.0 MG Pearson GST #1. The following scope of services describes the detailed tasks that will be performed by Kleinfelder to successfully execute this project.

Task 1 – Project Management Services

Kleinfelder's project manager will interface with City of Keller's project manager on a regular basis. Regularly meetings (up to six progress meetings) & a kick-off meeting will be conducted by the project manager to review schedule, budget, and project coordination issues.

Manage the project scope of work for a period of 12 months, including monitoring schedule and budget, making staff assignments to maintain the project schedule, and general management and coordination of project staff and the Client as described below:

- Monthly Invoice. Prepare and submit monthly invoices including budget status, and expenditures during the previous month.

Upon issuance of Notice to Proceed, Kleinfelder will develop a health and safety plan, review available information provided by the City of Keller (Client), and prepare a project schedule.

Task 1.1 – Develop Health and Safety Plan

Kleinfelder will prepare a Health and Safety Plan for the site, including a list of project personnel responsible for health and safety, hazard analysis for the anticipated activities, required personal protective equipment, contingency measures, and forms. Field personnel will be briefed on the plan.

Task 1.2 – Review Available Information and Site Visit.

Kleinfelder will review the 90% Design submittal prepared by Kleinfelder in 2019. We will also conduct site visit to confirm any changes in the site conditions prior to moving forward in the final design.

The City’s responsibilities include:

- Provide access to Pearson GST #1 for Project Team.
- Opening electrical panels, guards, or hatches for Kleinfelder to visually evaluate electrical components.
- Operating tank electrical system (i.e., turning the power off/on to the pumps) if needed.

Task 2 – Design Phase Services

After reviewing the existing 90% design submittal, Kleinfelder will produce a set of 100% design submittal that will include design plans, specifications, and opinion of probable cost estimate for the rehabilitation of the Pearson GST #1.

Task 2.1 – Preparation of Plans for Pearson GST #1

Drafts of the design plans, specifications and contract documents shall be submitted to the City of Keller at 100% design completion levels. A minimum of one (1) week will be allotted for internal review of the documents by the City of Keller before proceedings to the next level.

Task 2.2 – Design Review Submittals

Submittal	Drawings	Specifications	Opinion of Cost
100%	Plans, Sections, and Details	Draft	100%
Bid Documents	Bid Ready	Bid Ready	Final

Kleinfelder will advertise the project on Civ Cast for bidding.

Task 2.3 – Opinion of Probable Construction Cost

Prepare updated opinion of probable construction costs at 100% submittal stage.

Task 2.4 – Electronic Deliverables

One complete electronic copy (pdf format) of the deliverables will be provided. Kleinfelder will respond to any comments received from the city staff on the draft deliverables and produce the final version of the deliverables.

The City's responsibilities include:

- Review and provide comment on the 100% Submittals.

Task 3 – Bid Phase Services

Kleinfelder will provide Bid Phase services to include the following:

Task 3.1 – Bid Phase Services

Kleinfelder will attend the pre-bid meeting for the project and prepare up to two (2) addendums. In addition, Kleinfelder will assist the City of Keller in tabulating and comparing the bids, and evaluating bidder qualifications based on reference verification, reproduce, and distribute contract documents to the successful bidder, maintain a list of bidders if needed. It is assumed that City of Keller will advertise for bids, Kleinfelder will submit the electronic bid documents to the City and assist the City with up to one (1) pre-bid meeting to answer the questions from the prospective Bidders.

Task 3.2 – Preparation of Conformed Documents

Kleinfelder will compile the information from the addendums and prepare the conformed set for construction documents; one electronic copy will be provided.

Task 4 – Construction Administration Services

Task 4.1 – Construction Coordination Meetings

Kleinfelder will attend the pre-construction meeting. Kleinfelder will attend construction meetings with the contractor, subcontractors, and City staff on a monthly basis to discuss the progress of the project. Attendance at up to six (6) meetings is included as a part of this scope.

Task 4.2 – File Preparation

Kleinfelder will maintain a file of shop drawings with review comments, RFIs, change orders, and other documents processed by Kleinfelder.

Task 4.3 – Shop Drawing Review

Review technical documents submitted by contractor. Submittals will be reviewed by the Kleinfelder for general conformance to the contract documents. Subsequent to Kleinfelder's review, we will return the submittal to the contractor. Kleinfelder will maintain a log of shop drawings that have been submitted, and the disposition. Our fee is based upon an estimated twenty (20) shop drawings submittals.

Task 4.4 – Requests for Information

Review, coordinate with City staff and respond to contractor's request for information (RFIs). When appropriate, suggestions and alternatives will be provided to the contractor and/or City staff. A log of RFIs will be maintained. Up to ten (10) RFIs are included as a part of this contract.

Task 4.5 – Contract Change Orders

Analyze and make recommendations to City staff regarding contract change orders during the course of the construction projects. Change orders will be evaluated from an engineering perspective. Up to two (2) change order requests are included as a part of this contract.

Task 5 – Record Drawings

Prepare record drawings based on information/red lines supplied by the contractor. One electronic copy of record drawings after construction completion will be prepared.

Task 6 – Construction Observation Phase

During the rehabilitation construction phase, Kleinfelder will provide a qualified project representative to perform periodic field visits and construction observation services. Each trip consists of 5 hours per trip, including travel and reporting, 2 to 3 trips a week for six consecutive months. During the field visits, the project representative will observe the prime contractor's progress and evaluate the overall activities and progress of the project. In a proactive manner, we intend to identify potential issues that may impede project progress or potentially add cost to the successful completion of the project. If there are any issues identified, they will be discussed with the City to manage both the schedule and cost through project completion. Kleinfelder will provide field reports within seven (7) business days. The actual cost for field inspection may vary from our estimate due to factors beyond our control. We will coordinate closely with the city during the construction and keep you apprised of the actual effort expended versus our projections. In an event if the time for one trip gets extended beyond 5 hours, then that will be considered as two trips.

Because the duties of the field representative vary from day to day, and sometimes from hour to hour, the primary field representative will be a Certified Welding Inspector or NACE certified with extensive coatings observation and testing experience.

ADDITIONAL SERVICES/ASSUMPTIONS

The following services are not included in the *Scope of Basic Services* and will be considered as *Additional Services*, if and when they are required or requested:

- Package to TCEQ for any exception
- Any Computational Fluid Dynamics (CFD) modeling for the tank mixing system
- Right of entry to City property will be granted
- The services of specialty sub-consultants or other special outside services other than those described in the above Scope.
- Assessment of third-party communication systems installed on the tanks.
- Costs, including equipment replacement, associated with decontamination of personnel/equipment as a result of encountering hazardous/toxic materials at site.

- Meetings, other than those described in the above Scope.
- Additional report copies or submittals; or report revisions after final submission.
- Additional or increased insurance coverage (if available) other than described in the Services Agreement.
- Coordination with regulatory agencies other than described in the above Scope.
- Any other services not specifically included in the above Scope.
- No Subsurface Utility Engineering (SUE) work is included
- No record research included
- No boundary work or property delineation included
- No topographical survey is included

If Kleinfelder is obligated to prepare for or appear in litigation or arbitration proceedings on behalf of the Owner, Kleinfelder shall receive additional compensation to be mutually agreed upon.

COMPENSATION

Kleinfelder proposes to perform Tasks 1 to 5 for a total lump sum fee in the amount of **\$92,791**. The lump sum fees include applicable labor, overhead, and expenses. Task 6 will be performed on time and materials basis for a total estimated fee of **\$58,270**. The fee breakdown by Task is listed below.

Task 1 – Project Management	\$ 14,175
Task 2 – Design Phase Services	\$ 30,720
Task 3 – Bid Phase Services	\$ 9,450
Task 4 – Construction Administration Services	\$ 34,060
Task 5 – Record Documents	\$ 4,386
Total Lump Sum Fee	\$ 92,791
 Task 6 – Construction Observation Services (6 months)	 \$ 58,270
Total Estimated Project Fee	\$ 151,061

The fee will not be exceeded without prior approval. The construction observation service is based on the resident project representative providing periodic observation for 5 hours a day including travel and report, 3 days a week for the construction period of 6 consecutive months.

A project budget estimate is summarized below:

Description	Estimated Fee
Pearson GST No. 1 Rehab Design	\$ 151,061
Total Funds Remaining (From the contract Dated 05/09/2019)	(\$74,370)
ADDITIONAL FUNDS REQUIRED	\$ 76,691

Invoices will be issued on a monthly basis. The net cash amount of this invoice is payable on presentation of the invoice. The City and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

ANTICIPATED SCHEDULE

A project schedule will be prepared upon notice to proceed.

Also, the city of Keller will retain Kleinfelder to provide rehabilitation design and construction phase services for the following tanks under the same contract:

1. Whitley 1.5 MG Elevated Storage Tank (Year 2023-2024)
2. Keller Smithfield 1.0 MG Elevated Storage Tank (Year 2024-2025)
3. Pearson East 3.0 MG Ground Storage Tank (Year 2025-2026)
4. Knox 1.5 MG Elevated Storage Tank (Year 2026-2027)

Kleinfelder will provide a separate proposal for each tank rehabilitation project as we get close to the design phase.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 30 days from the date of this proposal unless a longer period is specifically required by The Owner in which case that time frame will apply. This proposal was prepared specifically for The Owner and its designated representatives and may not be provided to others without Kleinfelder's express permission.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at 972.868.5900.

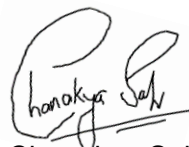
Sincerely,

KLEINFELDER, INC.

Texas Registered Engineering Firm F-16438



CP Nawal, PE
Project Manager



Chanakya Sah, PE
Project Engineer