

1 November 17, 2021

City of Keller
Mr. Cody Maberry,
Director of Community Services
1100 Bear Creek Parkway
Keller, TX 76244

**REFERENCE: Professional Engineering Services
Keller Sports Park Parking Lot H and Keller Youth Association Lot Reconstruction**

Dear Mr. Maberry:

Neel-Schaffer is pleased to provide this proposal for engineering services on the above referenced project.

The City of Keller desires a reconstruction of Parking Lot "H" of the Keller Sports Complex and the Keller Youth Association Lot as shown on the attached map consisting of approximately 13,550 square yards of pavement rehabilitation.

Neel-Schaffer, as discussed with you in a recent call, will use CMJ Engineering, Inc. for additional borings, one on Lot H and one on the KYA Lot to verify existing conditions and to evaluate whether any modifications or updates on the geotechnical report developed and presented in 2019 by CMJ Engineering, Inc. for the Pavement Refurbishing Keller Sports Park project are needed. The method for reconstruction shall be a "Full-Depth Reclamation" (FDR) which is estimated to provide for an approximate seven-year design life and is the process whereas the existing pavement is pulverized and mixed to a certain depth and combined with cement and topped with a three-inch-thick or four-inch asphalt riding surface. Striping will be reinstalled per existing layout. No boundary surveys will be included.

Neel-Schaffer, Inc shall develop plans and specifications, utilizing the North Central Texas Council of Government current specifications, or applicable TxDOT specification(s) with City provided front end documents for bidding of the project. We propose one contract to include both projects.

We propose to provide topographic mapping of the existing parking lots from which we shall prepare the construction plans. The intent being to salvage most, if not all, of the existing curb and sidewalk. Existing drainage patterns shall be reinstalled. No new drainage outfalls are envisioned or will be provided. Sufficient horizontal and vertical control points shall be provided for contractor use in reconstruction.

Resident project representation will not be provided. The City will provide for inspection services.

The City will be responsible for preparing the conformed documents from the Adobe PDF files of the plans and project manual provided by Neel-Schaffer, Inc.

Neel-Schaffer, Inc. will provide Contract Administration duties of attending the pre-bid meeting, the bid opening and preparing a tabulation of the bids and a letter of review of the bids, the pre-construction

conference, and the final inspection. We will also review monthly pay applications prepared by the City with the Contractor and shall conduct at least four project site inspections.

The estimated cost for the construction of the project is \$510,000 (five hundred ten thousand dollars) for Lot H and \$240,000 (two hundred forty thousand dollars) for the KYA Lot, dependent on whether a three inch or four-inch asphalt thickness is desired. An opinion of probable cost for each lot is attached.

Our timeframe for providing these services will be twelve weeks for Geotech, survey and preliminary design to discuss with the City, then upon approval of the preliminary design another six weeks to finalize the plans and specifications. The project will be advertised on CivCast.

The cost for providing these services, (geotechnical borings and report update, topographic survey, preliminary & final design with specification manual, bid phase and construction phase services stated above), will be a fixed fee cost of \$89,800.00 (eighty-nine thousand eight hundred dollars).

If this is acceptable, please so indicate by signing and returning a copy of this letter agreement along with the copy of the attached General Terms and Conditions (Exhibit A) which shall also serve as our notice to proceed.

Agreed to by: _____ Date: _____
City of Keller

Sincerely,
NEEL-SCHAFFER, INC.


Richard E. "Rick" Simpson, RPLS, PS
Senior Project Manager

- Attachments:
- Lot H Opinion of Probable Construction Cost
 - KYA Lot Opinion of Probable Construction Cost
 - Map of Sports Complex with Area Outlined
 - Exhibit A – General Terms and Conditions
 - CMJ Engineering, Inc. Geotechnical Proposal



City of Keller
Keller Sports Complex Pavement Rehabilitation - Lot H
Engineer's Opinion of Probable Construction Cost (Conceptual)
Full Depth Recycling

Item No.	Spec. No.	Description of Items	Plan Quantity	Bid Quantity	Unit	Unit Cost	Subtotal
General							
1	*500	Mobilization	1	1	LS	\$10,000.00	\$10,000.00
2	203.3	General Site Preparation Including Survey	1	1	LS	\$6,500.00	\$6,500.00
3	107.20	Project Sign	0	0	EA	\$1,000.00	\$0.00
Demolition							
4	203.3	Remove Existing Concrete Curb (all types, all sizes)	0	0	LF	\$12.00	\$0.00
5	203.3	Remove Existing Concrete Pavement (all thicknesses)	0	0	SY	\$22.00	\$0.00
6	203.3	Remove Existing Asphalt Pavement (all thicknesses)	0	0	SY	\$6.00	\$0.00
7	*354	Asphalt Milling (2" max. & variable depth including wedge or edge milling)	0	0	SY	\$10.00	\$0.00
8	203.1	Adjustment of Utilities (valves & meter boxes)	0	0	LS	\$1,200.00	\$0.00
9	203.1	Remove & Reset Sign (all types & sizes)	0	0	EA	\$200.00	\$0.00
Paving							
10	*358	11" Pulverization (and mix with 27# Cement/SY) then remove 3"	9,100	9,100	SY	\$29.00	\$263,900.00
11	302.9	Type A Hot Mix Asphalt Base Course (4" Thick - 1 @ 4")	0	0	SY	\$18.70	\$0.00
12	302.9	Type D Hot Mix Asphalt Surface Course (3" Thick - 2 @ 1-1/2")	9,100	9,100	SY	\$15.00	\$136,500.00
13	302.9	Type C Hot Mix Asphalt Binder Course (2-1/2" Thick - 1 @ 2-1/2")	0	0	SY	\$13.00	\$0.00
15	*247	12" Thick Flex Base TXDOT Item 247, Type A, Grade 1 , Complete In Place Includes Any Additional Required Excavation and/or Disposal	0	0	SY	\$26.00	\$0.00
Erosion Control							
16	201	SWPPP, Prepare, Implement and Maintain	1	1	LS	\$2,500.00	\$2,500.00
17	201.11	Stabilized Construction Entrance	0	0	EA	\$1,500.00	\$0.00
18	201.5	Silt Fence	0	0	LF	\$2.50	\$0.00
19	202.5	F&I Block Sodding w/ 4" of Top Soil	0	0	SY	\$10.00	\$0.00
20	202.1	F&I Tree Protection (as detailed)	0	0	LF	\$8.00	\$0.00
21	202.6	F&I Hydromulch w/ Mixture of Grass Seed Suitable for Time of Application	0	0	SY	\$2.50	\$0.00
22	201.14	Inlet Protection	0	4	EA	\$220.00	\$880.00
Traffic							
23	*666	4" Stripe (White or Yellow)	6,500	6,500	LF	\$1.00	\$6,500.00
24	*666	Centerline Stripe (Double Yellow)	0	0	LF	\$2.00	\$0.00
25	*666	Handicap Symbol and Striping	10	10	EA	\$600.00	\$6,000.00
26	*666	18" Stop Bar (White)	80	80	LF	\$5.00	\$400.00
27	801.1	Traffic Control	1	1	LS	\$2,500.00	\$2,500.00
*TXDOT							
Base Bid Estimate							\$435,680.00
Contingency (15%)							65,352.00
Construction Total							\$501,032.00

Say

\$510,000

PRELIMINARY – FOR REVIEW ONLY

These documents are for Design Review and Not
Intended for Construction, Bidding or Permit Purposes

These were prepared by, or under the supervision of:

James P. Amick, P.E. 65295 11/15/2021

Type or Print Name PE# Date

City of Keller
Keller Sports Complex Pavement Rehabilitation - KYA Lot
Engineer's Opinion of Probable Construction Cost (Conceptual)
Full Depth Recycling

Item No.	Spec. No.	Description of Items	Plan Quantity	Bid Quantity	Unit	Unit Cost	Subtotal
General							
1	*500	Mobilization	1	1	LS	\$2,000.00	\$2,000.00
2	203.3	General Site Preparation Including Survey	1	1	LS	\$1,500.00	\$1,500.00
3	107.20	Project Sign	0	0	EA	\$1,000.00	\$0.00
Demolition							
4	203.3	Remove Existing Concrete Curb (all types, all sizes)	0	0	LF	\$12.00	\$0.00
5	203.3	Remove Existing Concrete Pavement (all thicknesses)	0	0	SY	\$22.00	\$0.00
6	203.3	Remove Existing Asphalt Pavement (all thicknesses)	0	0	SY	\$6.00	\$0.00
7	*354	Asphalt Milling (2" max. & variable depth including wedge or edge milling)	0	0	SY	\$10.00	\$0.00
8	203.1	Adjustment of Utilities (valves & meter boxes)	0	0	LS	\$1,200.00	\$0.00
9	203.1	Remove & Reset Sign (all types & sizes)	0	0	EA	\$200.00	\$0.00
Paving							
10	*358	11" Pulverization, remove 3", then and mix 8" with 27# Cement/SY	4,450	4,450	SY	\$29.00	\$129,050.00
11	302.9	Type A Hot Mix Asphalt Base Course (4" Thick - 1 @ 4")	0	0	SY	\$18.70	\$0.00
12	302.9	Type D Hot Mix Asphalt Surface Course (3" Thick - 2 @ 1-1/2")	4,450	4,450	SY	\$15.00	\$66,750.00
13	302.9	Type C Hot Mix Asphalt Binder Course (2-1/2" Thick - 1 @ 2-1/2")	0	0	SY	\$13.00	\$0.00
15	*247	12" Thick Flex Base TXDOT Item 247, Type A, Grade 1, Complete In Place Includes Any Additional Required Excavation and/or Disposal	0	0	SY	\$26.00	\$0.00
Erosion Control							
16	201	SWPPP, Prepare, Implement and Maintain	1	1	LS	\$1,500.00	\$1,500.00
17	201.11	Stabilized Construction Entrance	0	0	EA	\$1,500.00	\$0.00
18	201.5	Silt Fence	400	400	LF	\$2.50	\$1,000.00
19	202.5	F&I Block Sodding w/ 4" of Top Soil	0	0	SY	\$10.00	\$0.00
20	202.1	F&I Tree Protection (as detailed)	0	0	LF	\$8.00	\$0.00
21	202.6	F&I Hydromulch w/ Mixture of Grass Seed Suitable for Time of Application	0	0	SY	\$2.50	\$0.00
22	201.14	Inlet Protection	0	0	EA	\$220.00	\$0.00
Traffic							
23	*666	4" Stripe (White or Yellow)	2,400	2,400	LF	\$1.00	\$2,400.00
24	*666	Centerline Stripe (Double Yellow)	0	0	LF	\$2.00	\$0.00
25	*666	Handicap Symbol and Striping	4	4	EA	\$600.00	\$2,400.00
26	*666	18" Stop Bar (White)	0	0	LF	\$5.00	\$0.00
27	801.1	Traffic Control	0	0	LS	\$2,500.00	\$0.00
*TXDOT							
Base Bid Estimate							\$206,600.00
Contingency (15%)							30,990.00
Construction Total							\$237,590.00
Total Cost							\$237,590.00
Say							\$240,000

PRELIMINARY – FOR REVIEW ONLY
 These documents are for Design Review and Not
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 These were prepared by, or under the supervision of:
 James P. Amick, P.E. 65295 11/15/2021
 Type or Print Name PE# Date



EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

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Proposal No. 21-8380
November 11, 2021

Neel-Schaffer, Inc.
2501 Avenue J, Suite 120
Arlington, Texas 76006

Attn: Mr. Rick Simpson, RPLS, PS

**PROPOSAL FOR:
GEOTECHNICAL ENGINEERING SERVICES
PAVEMENT REFURBISHING
LOT H AND KYA LOT
KELLER SPORTS PARK
KELLER, TEXAS**

Dear Mr. Simpson:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to submit this proposal for providing geotechnical engineering services in conjunction with the above-referenced project. We prepared this proposal based on an email from you and on the preliminary scope submitted to this office.

The project, as currently planned, will consist of pavement refurbishing of select parking areas at the existing Keller Sports Park located at 265 Golden Triangle Boulevard in Keller, Texas. Refurbishing is likely to consist of asphalt resurfacing via mill and overlay for a desired 7-year design life. CMJ previously performed and provided a geotechnical study for this site, Report 1314-19-14 dated April 15, 2019 specifically for Lots A, C, E, G, and Roadways 1 and 4. The present work scope is to include and incorporate Lot H and the KYA Lot into the previously presented report.

For purposes of this proposal, it is assumed that all borings are accessible to truck-mounted drilling equipment. In addition, it is assumed that no underground utilities exist at boring locations.

SCOPE OF SERVICES

I. BASIC SERVICES

A. SUBSURFACE EXPLORATION

Based on past experience in the vicinity of the project, we anticipate subsurface conditions to consist of soils and rock of the Grayson/Main Street geological formation. Experienced drillers and technicians will evaluate subsurface conditions with a two (2) additional sample borings drilled to a depth of five (5) feet below existing grades.

The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split- spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TxDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CMJ's personnel will stake the boring locations using hand-held GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost proposal. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with sand and plugged at the surface by hand tamping.

B. LABORATORY SERVICES

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- liquid and plastic limit determinations
- unconfined compression tests on soil
- unit weight determinations
- lime series tests
- soluble sulfate tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

CMJ ENGINEERING, INC.

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November 11, 2021
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C. ENGINEERING SERVICES

A revised engineering Report 1314-19-14 will be prepared to incorporate the results of the additional field and laboratory data together with our analyses of the results and recommendations. We will provide two (2) copies of the revised report and an electronic copy. The report will address:

- general soil and ground-water conditions
- recommendations for subgrade stabilization type, depth and concentration as necessary
- an evaluation of the swell characteristics of the subgrade soils
- earthwork recommendations
- guidelines for asphalt paving refurbishment design

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

D. COMPENSATION FOR BASIC SERVICES

It is proposed that the Basic Services described above be performed on a unit price basis, in accordance with the attached Basic Services Cost Proposal. Based on the anticipated scope and the attached Basic Services Cost Proposal, the total cost of the Basic Services should be on the order of \$3,800 to \$3,900. For budget purposes, a maximum cost of \$3,900 is recommended. This cost for Basic Services will not be exceeded without prior authorization.

The estimated costs shown in this proposal are based on the anticipated soil conditions. The final invoice will be based on the specific quantities drilled and tested. If unanticipated conditions are encountered during drilling, we will notify you accordingly.

E. SCHEDULE FOR BASIC SERVICES

Weather permitting, we plan to initiate these studies within fifteen business days of receipt of notice to proceed, and anticipate that one working day will be required to complete the subsurface exploration for the site (weather conditions permitting). You will receive the final report approximately three weeks following the completion of the field phase. We will make preliminary design data available sooner if necessary.

CMJ ENGINEERING, INC.

Neel-Schaffer, Inc.
Proposal No. 21-8380
November 11, 2021
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II. ADDITIONAL SERVICES

A. AUTHORIZATION AND SCOPE

Additional Services will be performed only if specifically requested and authorized by Client. Additional Services may consist of the following:

- Additional subsurface exploration, including quantities or items other than described in Basic Services.
- Bulldozer or other equipment services required to achieve access to boring locations.
- Stand-by time or time in excess of one-half hour required for travel between boring locations.
- Additional laboratory services, including quantities or items other than described in Basic Services.
- Additional insurance coverage or limits (if available) other than CMJ's standard policies.
- Additional engineering services, including personnel time and expenses for items not specifically described in Basic Services. This may include, but is not limited to, additional meetings requested by Client or Client's other consultants, assistance to Client in dealing with regulatory agencies, preparation and engineering assistance in legal proceedings, and evaluation of alternative designs for the project or relocation of structure, following initial submittal of the geotechnical report.
- Additional copies of the report, other than the number described in Basic Services.
- Any other required or requested services authorized by Client, other than those specifically described in Basic Services.

B. COMPENSATION AND SCHEDULE FOR ADDITIONAL SERVICES

Additional Services, when authorized by Client, will be in accordance with our Schedule of Fees. Additional Services will be performed at reasonable times and within reasonable schedules as requested by Client. Authorized Additional Services will be billed as a separate item on invoices and a description of the Additional Services will be provided.

III. TERMS AND CONDITIONS

The scope of services will be performed pursuant to the attached CMJ Terms for Geotechnical Engineering Services, which is incorporated into this proposal.

CMJ ENGINEERING, INC.

Neel-Schaffer, Inc.
Proposal No. 21-8380
November 11, 2021
Page 5

Thank you for the opportunity to present this proposal. Please sign the attached Terms for Geotechnical Engineering Services and return one complete copy of this proposal as your authorization to proceed. Facsimile signatures shall be sufficient unless originals are requested by a third party. Do not hesitate to call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed scope of services.

* * * *

We look forward to working with Neel-Schaffer, Inc. on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Sappington IV". The signature is stylized with a large initial "S" and a long horizontal flourish extending to the right.

James P. Sappington IV, P.E.
President

copies submitted: (1) Mr. Rick Simpson, RPLS, PS; Neel-Schaffer, Inc. (email)

CMJ ENGINEERING, INC.
 GEOTECHNICAL ENGINEERING SERVICES
 BASIC SERVICES COST ESTIMATE

PROPOSAL: 21-8380
 DATE: NOVEMBER 11, 2021
 PROJECT: PAVEMENT REFURBISHING
 LOT H AND KYA LOT
 KELLER SPORTS PARK
 KELLER, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization (Drill Rig)	1	470.00	470.00
Soil Drilling-Intermittent Sampling (0-49 ft.)	10	16.00	160.00
Asphalt Patch (ea.)	2	36.00	72.00
Sand Backfill (ft.)	10	8.00	80.00
Traffic Control Signs and Barricades	1	450.00	450.00
Underground Utility Check	1	170.00	170.00
 Subtotal Subsurface Services			 \$ 1,402.00
 <u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	10	7.25	72.50
Liquid and Plastic Limits	3	61.50	184.50
Unconfined Compressive Strength-Soil	2	50.00	100.00
Unit Weight	2	13.50	27.00
Lime Series Test	1	324.50	324.50
Soluble Sulfate	2	82.00	164.00
 Subtotal Laboratory Services			 \$ 872.50
 <u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	3	142.50	427.50
Staff Engineer	9	98.00	882.00
Drafting & Secretarial Support	2	51.50	103.00
Misc. Expense (report production, mileage, etc.)	1	120.00	120.00
 Subtotal Engineering Services			 \$ 1,532.50
 TOTAL ESTIMATE			 \$ 3,807.00