



PLANNING  
ENGINEERING  
PROGRAM MANAGEMENT

March 6, 2024

**TEXAS**

- AUSTIN
- COLLEGE STATION
- CONROE
- CORPUS CHRISTI
- DALLAS
- FORT WORTH
- FRISCO
- HOUSTON
- LAREDO
- SAN ANTONIO
- SAN MARCOS
- WACO

**CALIFORNIA**

- LOS ANGELES
- ORANGE
- SAN JOSE

**ILLINOIS**

- CHICAGO

**MICHIGAN**

- OKEMOS

City of Keller  
1100 Bear Creek Parkway  
Keller, Texas 76248

Attention: Mr. Chad Bartee

Subject: Consultant Services for a Gabion Wall Repair Project at Highland Oaks Crossing Channel on Tributary LB-3

This Agreement between City of Keller (CLIENT) and LOCKWOOD, ANDREWS & NEWNAM, INC. (CONSULTANT) is for the performance of design services as set forth herein. For good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree as follows:

ENGINEER has been contracted by the CITY to design erosion improvements for the gabion wall along the pond at Highland Oaks Crossing, located in the City of Keller. A site visit was conducted by the ENGINEER and the CITY on 02/07/2024 to assess current project conditions. The purpose of this project is to repair gabion wall and slope failure along the pond shoreline and banks to protect the properties adjacent to the project. This contract includes design of temporary measures to stabilize the eroded area, and design of long-term solutions at that same location and one other area that is in the early stages of distress.

We will perform these services for a lump sum fee of \$85,765.00.

This proposal shall become a contractual agreement between the parties effective on the date accepted and shall be bound by the terms and conditions hereby incorporated by reference and attached hereto:

- Exhibit A, Terms and Conditions, consisting of 4 pages.
- Exhibit B, Reimbursable Expenses, consisting of 1 page.
- Exhibit C, Scope of Services, consisting of 6 pages.
- Exhibit D, Office Hourly Rates, consisting of 1 page.
- Exhibit E, Geotechnical Proposal, consisting of 4 pages.
- Exhibit F, Fee Schedule, consisting of 1 page.
- Exhibit G, Opinion of Probable Cost, consisting of 1 page.
- Exhibit H, Final Design & Bid Phase Schedule, consisting of 1 page.

If this meets with your approval, please sign, and return two (2) copies of this letter to us. Thank you for this opportunity to serve you. Upon final approval by an officer, a copy will be returned for your files.

Sincerely,

**LOCKWOOD, ANDREWS & NEWNAM, INC.**

Kimberly K. Cornett, PE, CFM  
Regional Stormwater Manager

Lockwood, Andrews  
& Newnam, Inc.

A LEO A DALY COMPANY

1300 Summit Ave. Suite 300  
Fort Worth, TX 76102  
817.820.0420

lan-inc.com

Lockwood, Andrews  
& Newnam, Inc.

A LEO A DALY COMPANY

Page | 2

ACCEPTED BY CLIENT:

**CITY OF KELLER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED:

**LOCKWOOD, ANDREWS, & NEWNAM, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### TERMS AND CONDITIONS

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the Agreement by and between **Lockwood, Andrews & Newnam, Inc.** (“Consultant”) and The City of Keller (“Client”). The Consultant and Client (also referred to collectively as the “Parties” and individually as “Party”) agree to the following terms and conditions:

- 1.0 **Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the “Standard of Care”). Consultant makes no warranty or guarantee, expressed or implied, with respect to its services or obligations under the Agreement including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose.
- 2.0 **Limitation of Liability.** In recognition of the relative risks and benefits of the Agreement to both the Client and Consultant, to the fullest extent permitted under applicable law, Client agrees that Consultant’s total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys’ fees and costs, of any nature whatsoever, shall not exceed the amount of insurance required to be carried by Consultant under this Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.
- 3.0 **Mutual Waiver of Consequential Damages.** In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any indirect, incidental, special, or consequential damages of any kind or nature whatsoever.
- 4.0 **Intellectual Property.**
  - 4.1 “Intellectual Property” as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.
  - 4.2 “Work Product” as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.

- 4.3 “Deliverable” as used in these Terms and Conditions shall mean a Work Product required to be delivered to Client under the Agreement and actually delivered to Client by Consultant.
- 4.4 Client shall own all Deliverables delivered to Client by Consultant.
- 4.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon Client’s final and full payment of all fees under the Agreement, and provided there is no dispute between Client and Consultant related to the Agreement or the services provided by Consultant under the Agreement, Consultant shall grant Client an irrevocable, royalty-free, world-wide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.
- 4.6 Client shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Consultant. Client agrees to indemnify Consultant for Client’s unauthorized use of Intellectual Property, Work Product, and Deliverables.
- 5.0 **Submittals.** In the event Consultant reviews any of shop drawings, samples, product data, and such other submittals (“Submittals”), Consultant shall promptly review and/or take appropriate actions as may be required. Consultant shall respond to Submittals with one of the following designations, 1) No Exception; 2) Exception as noted; or 3) Rejected – Resubmit. Reviews are for general conformance with design concept of project and general compliance with Contract Documents only. Consultant’s review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor. The Consultant’s review shall not constitute approval of Contractor’s safety precautions, or construction means, methods, techniques, sequences, or procedures.
- 6.0 **Opinions of Probable Costs.** Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant. Client acknowledges and agrees that Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. Client further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by Consultant under the Agreement.
- 7.0 **Construction Means and Methods.** Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not

have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures, or for any health or safety programs in connection with any construction work arising from the Agreement or any Deliverable or Work Product.

8.0 **Conflicts.** In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the Agreement, in all instances, these Terms and Conditions shall control and prevail.

9.0 **Force Majeure and Unforeseeable Conditions.** Consultant shall not be responsible for and Client hereby releases Consultant from any claim, damage, delay or loss resulting from: (i) fires, riots, labor disputes, war, terrorism, weather, acts of god, epidemics, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.

10.0 **Mutual Waiver and Release Against Individual Employees.** Consultant and Client agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.

## 11.0 Payment

11.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or the statutory maximum according to applicable state law, if less. The unpaid balance will bear interest until paid.

11.2 The Client acknowledges and agrees that unless expressly made within 60 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Client.

11.3 Payments by Owner under this Agreement shall not be subject to, or contingent upon, funding or payments from any other source, whether in whole or in part, and including but not limited to loans, sale of property, and current or future investments.

**12.0 Promotional Use of Project.** Consultant may take video or photographs of the Project, as well as use such photos, Owner logo/service mark, and identify and name the Project and Client for the purposes of external marketing, promotional media, or submission of the Project to award programs. Consultant shall not include confidential or proprietary information to the extent the Client has previously advised in writing specific information or areas are considered such. Client may revoke this right at any time upon written notice. This section shall survive termination.

**13.0 Execution.** This Agreement may be executed with digitized or electronic signatures. This Agreement may be signed in two or more counterparts, and all counterpart signature pages, taken together, shall constitute one executed original.

**14.0 Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to affirmative action, anti-discrimination, and equal employment, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties further agree to abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, if applicable.

**15.0 Texas Tax Code 171.1011 (g)(3).**

15.1 Unless the Client expressly states otherwise prior to Consultant commencing performance under this Agreement, Client hereby accepts the use of any subconsultant, subcontractor or agent of Consultant proposed to be used by Consultant in Consultant's proposal or other document submitted to Client in pursuing this Agreement; and

15.2 Any payment made by the Client to Consultant that includes fees payable to subconsultant, subcontractor or agent of Consultant under this Agreement shall constitute an acceptance by Client of Consultant's use of any such subconsultant, subcontractor or agent of Consultant under this Agreement.

## **EXHIBIT B**

### **REIMBURSABLE EXPENSES**

This **Exhibit B**, Reimbursable Expenses, is incorporated into and made a part of the Agreement by and between **Lockwood, Andrews & Newnam, Inc.** (“Consultant”) and The City of Keller (“Client”). The Consultant and Client (also referred to collectively as the “Parties” and individually as “Party”) agree to the following:

- 1.0 A “reimbursable” or “reimbursable expense” shall be defined as a cost incurred by the Consultant in performing services on the Project, beyond the standard labor and overhead costs otherwise outlined in the Master Agreement and shall be applicable individually to any Work Order, Authorization or Notice-to-Proceed issued under such Master Agreement.
- 2.0 Reimbursables include, without limitations, costs incurred in relation to:
  - a. Transportation and authorized out-of-town travel and subsistence;
  - b. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
  - c. Fees paid for assisting in obtaining the approval of authorities having jurisdiction over the Project;
  - d. Printing, reproductions, plots, standard form documents;
  - e. Postage, handling, and delivery;
  - f. Expense of overtime work requiring higher than regular rates, if authorized in advance;
  - g. Renderings, models, mock-ups, professional photography, and presentation materials requested;
  - h. Professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits if such insurance requested is in excess of that normally carried;
  - i. Site office expenses;
  - j. Other similar Project-related expenses.
- 3.0 The list above is not intended to be exhaustive. Other Project-related costs incurred by Consultant that do not appear on the list in paragraph 2.0, above, are nonetheless considered to be reimbursable expenses.
- 4.0 For the purposes of this Exhibit, costs incurred by Consultant shall also be read to mean costs incurred by Consultant’s subsidiaries, employees, contractors, and consultants.
- 5.0 Reimbursable expenses shall be compensated by the Client at a rate equal to the cost incurred by the Consultant, plus twelve percent (12%).

**EXHIBIT C**  
**SCOPE OF SERVICES**

This **Exhibit C**, Scope of Services is set forth herein defines the work to be performed by Lockwood, Andrews & Newnam, Inc., (ENGINEER) in completing the gabion wall repairs at Highland Oaks Crossing pond (PROJECT). Both the City of Keller (CITY) and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, "ENGINEER" is expanded to include any sub-consultant, including surveyor, employed, or contracted by the ENGINEER.

**GENERAL OVERVIEW**

The CITY has contracted ENGINEER to design erosion improvements for the gabion wall along the pond at Highland Oaks Crossing, located in the City of Keller. A site visit was conducted by the ENGINEER and the CITY on 02/07/2024 to assess current project conditions. The purpose of this project is to repair gabion wall and slope failure along the pond shoreline and banks to protect the properties adjacent to the project. This contract includes design of temporary measures to stabilize the eroded area, and design of long-term solutions at that same location and one other area that is in the early stages of distress.

This contract includes the following tasks:

**BASIC SERVICES**

**TASK A. PROJECT MANAGEMENT**

Task A accounts for the effort undertaken by the ENGINEER at the direction of the CITY pertaining to project management.

Provide project management activities as necessary to responsibly manage the project, including:

1. Internal progress meetings as required,
2. Periodic Project Status Updates to CITY.
3. Prepare monthly progress reports and invoices (assuming 6 for the project duration).
4. Coordinate with third parties.

**Deliverables:** Monthly progress report and invoice.

**TASK B. TEMPORARY REPAIR**

ENGINEER will evaluate the failure area, review available record drawings and geotechnical information, and develop a repair plan and/or details to prevent further degradation of the wall and slope while a long-term solution is under development.

**Deliverables:** Memorandum of the onsite evaluation and one detail sheet for repair.



### **TASK C. STRUCTURAL DESIGN**

ENGINEER will evaluate the structural stability of viable stabilization methods against factors including slope stability, sliding, overturning, bearing pressure, and structural capacity of wall (as required) based on the recommendations on the soil conditions from the Geotechnical engineer and will provide additional details to be included in drawings. ENGINEER will review the wall geometry and apply appropriate loading conditions in evaluating the structural capacity computations.

**Deliverables:** Details to be included in 90 % plans in accordance with the analysis results.

### **TASK D. 90% DESIGN**

1. **Design Drawings** - ENGINEER shall prepare and submit 90% design drawings on 11" x 17" sheets. Drawings for the 90% plan set shall include the following sheets:
  - a. Cover Sheet (1 sheet)
  - b. General Notes (1 sheet)
  - c. Site Plan/Bank Stabilization Plan Sheets. (up to 2 sheets)
  - d. Bank stabilization typical sections and details (1 sheet)
2. **90% Design Opinion of Probable Construction Cost**– At the time of submittal of the 90% Construction Drawings, the ENGINEER shall prepare an estimate of construction quantities and issue a draft opinion of probable construction cost for the Project.
3. **Preliminary Technical Specifications and Bid Items** - ENGINEER will prepare preliminary technical specifications needed for the project using the City of Keller standard specifications or those of the North Central Texas Council of Government (NCTCOG), draft bid item description narrative, and bid item schedule.
4. **Design Review Meeting** – ENGINEER will attend a meeting with the City to discuss comments received from the City's review of the Preliminary Construction Drawings and Specifications.

### **TASK E. FINAL DESIGN PHASE SERVICES**

1. **Final Design Documents** - When ENGINEER is directed by the City, the ENGINEER shall prepare Final Design Drawings, Opinion of Probable Construction Cost, and Specifications. ENGINEER will address all City comments from the 90% design review. ENGINEER will prepare front end documents, standard technical specifications, and special technical specifications, if required, to be submitted with the design Drawings. Final Design Drawings shall be consistent with the content and format of the 90% design drawings.

2. **Design Review Meeting** – ENGINEER will attend a meeting (and site walk if necessary) with the City to discuss comments received from the City’s review of the Final Construction Drawings and Specifications.
3. **Final (100% Construction Documents) Design Drawings** – After receipt of all City review comments on documents, revise if necessary and resubmit.

#### **Deliverables**

1. ENGINEER shall submit a PDF of the construction drawings to the CITY.
2. ENGINEER shall submit bid Items along with bid Item descriptions to the CITY.
3. ENGINEER shall provide the standard specifications necessary for the construction drawings.
4. ENGINEER shall submit a PDF of the OPCC to the CITY.
5. City will provide front end documents and LAN will compile book for bidding.

#### **TASK F. BID PHASE SERVICES**

ENGINEER shall provide following limited services to assist the City in selection of a Contractor for the construction of the Project. These services shall consist of the following:

1. **Bid Period Questions and Addenda** –ENGINEER shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors’ questions and requests to be approved by the City. The responses will be in the form of one addendum.

CITY will be responsible for bid notification, pre-bid meeting, bid tabs, contractor coordination, awarding the contract, and contract document preparation.

#### **SPECIAL SERVICES:**

#### **TASK G. GEOTECHNICAL CONSULTING SERVICES**

ENGINEER will engage a Geotechnical engineering firm to assist in the review of published soil and geologic conditions, evaluate the physical and engineering properties of the subsurface soils, to provide recommendations for slope stabilization, and earthwork recommendations for the proposed repairs.

#### **TASK H. CONSTRUCTION PHASE GENERAL REPRESENTATION**

1. Make periodic visits (up to two visits per month) to the site to observe work progress and quality of executed work and to determine in general if work is proceeding in accordance with Contract Documents. In performing this service, design team will not be responsible for the techniques and sequences of construction or the safety precautions incidental thereto and will not be responsible or liable in any degree for the contractor’s failure to perform the construction work in accordance with the Contract Documents, except to the extent that the design

team fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.

- a. During visits to the construction site and based on our onsite observations as an experienced and qualified design professional, the design team will keep the CITY informed of the progress of the work and advise the CITY of material and substantial defects or deficiencies in the contractor's work discovered by the design team or otherwise brought to our attention during construction. However, it is agreed that the contractor is solely responsible for the means and methods to be used and the safety of its employees and all other persons on the job site.
2. The design team will review product submittals and respond to RFI submitted by the Contractor. This review is for the benefit of the CITY and requires only general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. It does not relieve Contractor of any responsibilities, such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity of constructing a complete and workable facility in accordance with the construction Contract Documents.
3. LAN will attend and assist in preparing final completion inspection and punch list.

### **SERVICES EXCLUDED FROM THE SCOPE OF SERVICES**

CITY and ENGINEER agree that the following services are excluded from the Scope of Services described in the tasks above. ENGINEER can provide these services, if needed, upon the CITY's written request for additional services. Any additional amounts paid to the ENGINEER due to any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

1. Title Searches
2. Updating watershed study to reflect new flood conditions after the project.
3. Easement Documents or Boundary surveys
4. Negotiation of easements or property acquisition.
5. Services related to development of the CITY's project financing and/or budget.
6. Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
7. Construction management and inspection services
8. Performance of materials testing or specialty testing services.
9. Services necessary due to the default of the Contractor.

10. Services related to damages caused by fire, flood, earthquake, or other acts of God.
11. Services related to warranty claims, enforcement, and inspection after final completion.
12. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
13. Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
14. Preparation of a jurisdictional determination report
15. Section 10 Permitting with the USACE.
16. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
17. Preparation of a standard individual Section 404 permit application.
18. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
19. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
20. Presence/absence surveys for federally listed threatened/endangered species.
21. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
22. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
23. Application for General Land Office easements.
24. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
25. Additional field investigations or analysis required to respond to public or regulatory agency comments.
26. Field survey or analysis required for cultural resources investigations.
27. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
28. Expert representation at legal proceedings or at contested hearings.
29. Mitigation monitoring if required by permit conditions.
30. Monitoring for compliance with permit conditions.
31. Additional modifications to the compensatory mitigation plan.
32. Phase I or Phase II Environmental Site Assessment.
33. Preparation of CLOMR, LOMR, or other FEMA coordination

- 34. Additional exploratory drilling and associated laboratory testing not stated herein.
- 35. Plan of record drawings.

**COMPENSATION AND PAYMENT**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>BASIC SERVICES</b>	
A. PROJECT MANAGEMENT .....	\$9,530.00
B. TEMPORARY REPAIR .....	\$10,680.00
C. STRUCTURAL ANALYSIS.....	\$6,950.00
D. 90% DESIGN.....	\$26,620.00
E. FINAL DESIGN.....	\$14,750.00
F. BID PHASE .....	<u>\$3,480.00</u>
<b>Total Basic Services Fee:</b>	<b>\$72,010.00</b>
<b>SPECIAL SERVICES</b>	
G. GEOTECHNICAL CONSULTING SERVICES.....	\$7,370.00
H. CONSTRUCTION PHASE.....	<u>\$9,840.00</u>
<b>Total Special Services Fee:</b>	<b>\$17,210.00</b>
<b>Reimbursable Expenses:</b>	<b>\$1,200.00</b>
<b>Total Fee:</b>	<b><u>\$90,420.00</u></b>

**EXHIBIT D**  
**HOURLY RATES**

This **Exhibit D**, Hourly Rates, is incorporated into and made a part of the agreement by and between **Lockwood, Andrews & Newnam, Inc.** (“Consultant”) and City of Keller (“Client”). The Consultant and Client (also referred to collectively as the “Parties” and individually as “Party”) agree to the following:

1.0 This Hourly Rate Schedule shall be amended in each individual Work Order, Authorization or Notice-to-Proceed issued pursuant to this Agreement. Rates are subject to annual escalation, and the Parties are in mutual agreement that these rates will increase annually.

2.0

<b>Employee Category</b>	<b>Hourly Rate</b>
Principal / Q.A.	\$300-410
Project Manager	\$255-325
Senior Engineer	\$275-375
Project Engineer	\$165-255
Engineer in Training	\$125-155
Administrative	\$80-120

3.0 Reimbursables and other fees beyond direct employee hours are calculated and billed in addition to the above rate.



# ECS Southwest, LLP

Proposal for Geotechnical Engineering Services

LAN Highland Oaks Crossing Chanel Improve (Keller, TX)

NEC of Rufe Snow Drive and North Tarrant Parkway  
Keller, Tarrant County, Texas

ECS Proposal No. 63:3247

February 26, 2024





February 26, 2024

Ms. Kimberly Cornett  
Lockwood, Andrews & Newnam, Inc.  
8350 N Central Expressway  
Suite 300  
Dallas, Texas 75206

ECS Proposal No. 63:3247

Reference: Proposal for Geotechnical Engineering Services  
**LAN Highland Oaks Crossing Chanel Improve (Keller, TX)**  
NEC of Rufe Snow Drive and North Tarrant Parkway  
Keller, Tarrant County, Texas

Dear Ms. Cornett:

As requested, ECS Southwest, LLP (ECS) is pleased to provide the following time and materials proposal for geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of the available geologic and geotechnical information in our files in vicinity of the site and construction plans, Retaining Wall Observation Report (prepared by Ellerbee-Walczak, Inc. and dated February 7, 2024) and information provided by the client. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

## PROJECT BACKGROUND INFORMATION

### Existing Site Conditions

The project site is located at northeast corner of Rufe Snow Drive and North Tarrant Parkway in the Keller, Tarrant County, Texas. ECS did not visit the site prior to preparing this proposal. Based on the information provided in Google Earth, the subject site is vacant and covered with grass. An existing pond and channel are presented on the site.

## PROJECT DESCRIPTION AND SCOPE OF SERVICES

It is our understanding that the client has requested the Principal Engineer review the designs for temporary and permanent stabilization of an existing gabion basket wall. The existing wall supports a grade separation between a pond and the surrounding development. Approximately 100ft of the wall has failed and requires temporary stabilization. This section plus another approximately 100ft section that has observable deformation will subsequently be addressed with a permanent stabilization system. ECS will provide the services including:



- a. Review existing plans and geotechnical reports to prepare for the site visit (2 hours assumed).
- b. Travel to and visit the site.
- c. Temporary stabilization design kick-off call.
- d. Temporary stabilization design plan and spec review.
- e. Permanent stabilization design kick-off call.
- f. Permanent stabilization design plan and spec review.
- g. On-call consultation (4 hours assumed)

## FEE

Based on our understanding of the scope of the work, ECS recommends a time and materials budget of **\$6,700.00**.

ECS will perform the site visit and consultation with the following unit rate basis:

Project Manager:	\$150/hour
Principal Engineer:	\$250/hour
Expenses:	Cost + 15%

Please note that this proposal does not include development or delivery of any engineering documents or final recommendations by ECS. ECS will **only** provide consultation and Lockwood, Andrews & Newnam, Inc. is the engineer of record for the project. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services.

## SCHEDULE

We anticipate our scope will be completed within a schedule of 2 to 3 weeks after written authorization to proceed and the documents required for reviewing are received.

## CLOSING

If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email or other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

**ECS SOUTHWEST, LLP**



**Aaron Mao, P.E.**  
**Geotechnical Project Manager**  
**AMao@ecslimited.com**



**Noel William Janacek**  
**Principal**  
**NJanacek@ecslimited.com**

Enclosures: Proposal Acceptance Sheet  
Terms and Conditions of Service

TASK	DESCRIPTION	Principal	Project Manager	Senior Engineer	Project Engineer	Engineer in Training	Admin Specialist	Expenses	TOTAL HOURS	TOTAL
	<b>LABOR RATES</b>	<b>\$ 350.00</b>	<b>\$ 300.00</b>	<b>\$ 300.00</b>	<b>\$ 210.00</b>	<b>\$ 135.00</b>	<b>\$ 120.00</b>	<b>\$ -</b>	<b>-</b>	
<b>A PROJECT MANAGEMENT</b>										
1	Project Management & Invoicing (Assumes 6 months)	1	12	12	6	0	6	\$0.00	37	\$9,530.00
<b>SUBTOTAL - PROJECT MANAGEMENT</b>		<b>1</b>	<b>12</b>	<b>12</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>\$0.00</b>	<b>37</b>	<b>\$9,530.00</b>
<b>B TEMPORARY REPAIR PLAN</b>										
1	Site Visit	0	4	4	0	0	0	\$100	8	\$2,400.00
2	Temporary repair plan (1 detail sheet)	0	4	20	0	8	0	\$0	32	\$8,280.00
<b>SUBTOTAL - TEMPORARY REPAIR PLAN</b>		<b>0</b>	<b>8</b>	<b>24</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>\$100</b>	<b>40</b>	<b>\$10,680.00</b>
<b>C STRUCTURAL DESIGN</b>										
1	Evaluate the structural stability of methods	1	6	16	0	0	0	\$0	23	\$6,950.00
<b>SUBTOTAL - STRUCTURAL DESIGN</b>		<b>1</b>	<b>6</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>23</b>	<b>\$6,950.00</b>
<b>D CONSTRUCTION DOCUMENTS (90%)</b>										
1	90% Design Plans (5 sheets total)	2	12	16	8	32	0	\$0.00	70	\$15,100.00
2	90% OPCC	0	2	4	10	4	0	\$0.00	20	\$4,440.00
3	90% Technical Specifications and Bid Items	0	2	4	10	4	0	\$0.00	20	\$4,440.00
4	90% Milestone Deliverable Review Meeting	0	4	4	0	0	2	\$100.00	10	\$2,640.00
<b>SUBTOTAL - CONSTRUCTION DOCUMENTS (90%)</b>		<b>2</b>	<b>20</b>	<b>28</b>	<b>28</b>	<b>40</b>	<b>2</b>	<b>\$100.00</b>	<b>120</b>	<b>\$26,620.00</b>
<b>E CONSTRUCTION DOCUMENTS (100%)</b>										
1	100% Design Plans (5 sheets total), OPCC & Specifications	1	4	12	4	24	0	\$100.00	45	\$9,230.00
2	100% Design Review Meeting	0	4	4	0	0	2	\$0.00	10	\$2,640.00
3	Final Design Documents	0	2	4	0	8	0	\$0.00	14	\$2,880.00
<b>SUBTOTAL - CONSTRUCTION DOCUMENTS (100%)</b>		<b>1</b>	<b>10</b>	<b>20</b>	<b>4</b>	<b>32</b>	<b>2</b>	<b>\$100.00</b>	<b>69</b>	<b>\$14,750.00</b>
<b>F BID PHASE SERVICES (FOR UP TO 2 BID PACKAGES)</b>										
1	Bid Period Questions & Addendum	0	2	6	0	8	0	\$ -	16	\$3,480.00
<b>SUBTOTAL - BID PHASE SERVICES (FOR UP TO 2 BID PACKAGES)</b>		<b>0</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>\$ -</b>	<b>16</b>	<b>\$3,480.00</b>
<b>G Geotechnical Services</b>										
1	Geotechnical Services	0	0	0	0	0	0	\$ -	0	\$6,700.00
2	Subconsultant markup (10%)	0	0	0	0	0	0	\$ -	0	\$670.00
<b>SUBTOTAL - Geotechnical Services</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$7,370.00</b>
<b>G CONSTRUCTION PHASE SERVICES</b>										
1	Site Visit (up to 2 a month for 4 months)	0	8	8	0	0	0	\$800.00	16	\$4,800.00
2	Submittal Review (Up to 4)	0	2	6	0	0	0	\$0.00	8	\$2,400.00
5	Final Completion & Punchlist	0	4	4	0	0	2	\$100.00	110	\$2,640.00
<b>SUBTOTAL - CONSTRUCTION PHASE SERVICES</b>		<b>0</b>	<b>14</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$900.00</b>	<b>34</b>	<b>\$9,840.00</b>
<b>Subtotal</b>								<b>\$1,200.00</b>		<b>\$89,220.00</b>
<b>TOTAL</b>										<b>\$90,420.00</b>

**EXHIBIT G**

**HIGHLAND OAKS CROSSING GABION WALL & SLOPE REPAIR  
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST**

3/4/2024

ITEM	DESCRIPTION	UNIT	BID QTY	UNIT COST	TOTAL COST
<b>Phase 1: Temporary Repair</b>					
1	Mobilization & Site Preparation	LS	1	5%	\$ 5,056.25
2	Preparation and Implementation of SWPPP	LS	1	\$ 1,500.00	\$ 1,500.00
3	Unclassified Excavation	CY	1,000	\$ 35.00	\$ 35,000.00
4	Geocell Erosion Control Matting and Erosion Control Blanket	SY	900	\$ 30.00	\$ 27,000.00
5	Remove and Replace Fence	LF	100	\$ 70.00	\$ 7,000.00
6	Backfill & Compaction	CY	1,000	\$ 25.00	\$ 25,000.00
7	Block Sodding (Match Ex.)(w Fertilizer)	SY	250	\$ 2.50	\$ 625.00
8	Project Cleanup	LS	1	\$ 5,000.00	\$ 5,000.00
<b>Total Phase 1</b>					<b>\$106,181.25</b>

<b>Phase 2: Gabion Wall Repair &amp; Permanent Slope Stabilization</b>					
1	Mobilization & Site Preparation	LS	1	5%	\$ 13,285.00
2	Preparation and Implementation of SWPPP	LS	1	\$ 1,500.00	\$ 1,500.00
3	Unclassified Excavation	CY	650	\$ 35.00	\$ 22,750.00
4	Dewatering	LS	1	\$ 10,000.00	\$ 10,000.00
5	16" Gabion Mattress Foundation	SY	340	\$ 180.00	\$ 61,200.00
6	Gabion Wall	CY	300	\$ 310.00	\$ 93,000.00
7	Geocell Erosion Control Matting and Erosion Control Blanket	SY	500	\$ 30.00	\$ 15,000.00
8	PP5-Xtreme Turf Reinforcement Erosion Control Matting	SY	300	\$ 100.00	\$ 30,000.00
9	Remove and Replace Fence	LF	200	\$ 70.00	\$ 14,000.00
10	Backfill & Compaction	CY	300	\$ 25.00	\$ 7,500.00
11	Block Sodding (Match Ex.)(w Fertilizer)	SY	300	\$ 2.50	\$ 750.00
12	Project Cleanup	LS	1	\$ 10,000.00	\$ 10,000.00
13	Contingency	LS	1	20%	\$ 55,797.00
<b>Total Phase 2</b>					<b>\$334,782.00</b>

EXHIBIT H  
FINAL DESIGN & BID PHASE SERVICES  
PROJECT SCHEDULE



**Lockwood, Andrews & Newnam, Inc.**  
A LEO A DALY COMPANY

