



NEEL-SCHAFFER

September 5th, 2025

City of Keller

Mr. Alonzo Linan P.E., P.T.O.E

City of Keller, Director of Public Works

1100 Bear Creek Parkway

Keller, TX 76244

REFERENCE: Professional Services Agreement.

City of Keller Sidewalk Addition FY 25-26 Project Program Management, Design, and Observation services

Dear Mr. Linan,

Neel-Schaffer, Inc. (NSI) is pleased to submit this proposal for the above referenced project. It includes a scope of work and fees to support the field assessment, analysis and design recommendations for this program.

NSI proposes performing the services of this agreement as detailed in Tasks 1 through 3 in Exhibit A attached to this document. This professional services agreement is valid for the duration of the project and is projected to be completed by September 30th, 2026.

If this is acceptable, please indicate by signing and returning a copy of this letter along with the copy of the attached detailed scope of service (Exhibit A), Billing rate sheet (Exhibit B), and General Terms and Conditions (Exhibit C) which shall also serve as our notice to proceed.

We appreciate the opportunity to provide these services to you and look forward to working with you on this project. Should you have any questions or if we may be of further assistance to you in any way, please do not hesitate to call us at (817) 548-0696.

Sincerely

NEEL-SCHAFFER, INC.

Derek B. Cheatham, P.E.

Senior Vice President/ North Texas Area Manager

engineers | planners | surveyors | environmental scientists | landscape architects

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Attachments:

Exhibit A- Detailed Scope of Services

Exhibit B- "2025 Hourly Rates for Professional Services" Billing Rate Sheet

Exhibit C- General Terms and Conditions

ACCEPTED:

City of Keller

BY: _____

Date: _____



Exhibit A

Detailed Scope of Services

It is our understanding that the City of Keller desires NSI to assist in the identification of a list of priority sidewalk connection deficiencies within the City of Keller's current sidewalk system. These locations, once identified, will require land survey services and engineered design to construct and complete the missing sidewalk connections to comply with current ADA standards. In addition to engineered design, the City of Keller is also requesting assistance with the management of the sidewalk additions program and field observation of work during construction.

Listed below is a detailed breakdown of the services that Neel-Schaffer will provide as part of this contract. Each task listed below outlines basic services that are included in the overall cost of this agreement. The tasks are identified as:

Task 1: Program Management Services

Task 2: Engineered Design Services

Task 3: Field Observation Services

Any changes to the scope of this project must be agreed upon in writing by the City of Keller and Neel-Schaffer Inc.

Provided services:

Task 1- Program Management Services:

This task will include the primary services provided by the Program manager for the duration of this project.

1. The primary roles of the program manager for this project will be to assist the city in the development of the sidewalk additions program, manage the program from start to finish, and assist the city in identifying priority locations and construction requirements for the project.
2. At the start of the project, the program manager will schedule a meeting with the City of Keller stakeholders to clarify all specific requirements of the sidewalk additions project. This meeting will help the program manager establish the following:
 - a. Project milestones
 - b. Design Criteria
 - c. Identification of priority/selected locations
 - d. Project Schedule
3. The city will assist the Program manager with information related to the project including maps, specifications, as-builts, and GIS data as needed.
4. The program manager will coordinate with representatives from the City to authorize design and survey work as needed throughout the project and coordinate milestone design submittals with the city of Keller designated review staff for comments and approval.

5. The program manager will be responsible for preparing construction bid documents for advertisement, issuing addenda as needed and answering any general questions related to the project advertisement.
6. The program manager will prepare a pre-bid meeting agenda, conduct the pre-bid meeting, attend the bid opening and tabulate all bids, check low bid references, and prepare recommendation letter to the city of Keller on selected construction contractor.
7. The program manager will assist the City of Keller as a contact point for resident calls and questions related to the project if needed.
8. The program manager will prepare, and issue change orders and plan revisions as needed.
9. The program manager will provide updates to the director and designated city of Keller staff on a weekly basis.
10. The program manager will verify contractor invoices for accuracy and submit recommendations to the city finance department on payment approval.
11. The program manager will conduct a final walk-through of the project once construction is completed to determine if work has been completed in general accordance with the City of Keller standards and specifications and will generate a punch list of items to be completed to issue the contractor a letter of acceptance.
12. The program manager will coordinate with the selected Registered Accessibility Specialist (RAS) for inspection and review of the final signed and sealed plans and finished construction.

Task 2: Engineered Design Services:

This task will include survey services, a 30% conceptual design and a 100% Final out-to-bid design for use in bid documents and advertisements.

Survey Services:

This task will include the primary services rendered to provide land survey services for the project once a list of locations approved by the city has been provided and include:

1. Topographic and boundary survey of the selected project design locations.
2. Identification of existing structures and visible utility locations.
3. Notification to Texas811 to mark all existing utilities and their locations
4. Locate and show the adjoining properties along the route with property owner names, deed/plat recording information, and addresses

30% Conceptual Design

1. Upon receiving list of approved locations and related survey data, work will commence on the Preliminary Conceptual Design set and include:
 - a. Proposed layout of sidewalk connections including pathway and overall site plan
 - b. Conceptual plan and profile sheets
 - c. Existing plan view utility layout
 - d. Conceptual construction estimated quantities and Opinion of Probable Construction Costs (OPCC)

2. Details and specifications will not be provided at this time as the concept plan will be used to determine basic layout and connectivity pathway

100% Final Out to Bid Design

1. After receiving approval of the Conceptual Design submittal, work will commence for the 100% Final Out to Bid design plans and will include:
 - a. Any revisions mentioned in the Conceptual plan submittal
 - b. All plan sheets required to build the project
 - c. All grading plan sheets necessary to build the project
 - d. All general and construction notes
 - e. Completed spec book/ front end documents needed to bid the construction of the project
 - f. Engineered estimated quantities including an updated OPCC for the out-to-bid plan submittal.
2. Once submitted, the program manager will meet with the city of Keller engineering department to review and address any final revisions or comments made on the plan set prior to advertising for bid.
3. Once 100% plans are approved, Neel-Schaffer Inc. will submit the approved plan set for the Texas Department of Licensing and Regulation (TDLR) review with fees for the submittal, RAS review, and RAS inspections paid for by the City of Keller.
4. At completion of the project, the design engineer will prepare and submit a copy of the final record drawings based on comments received from the inspector and contractor and submit them to the city in a PDF format

Task 3: Field Observation Services:

This task includes on-site field observations and construction administration of the project with the selected contractor.

1. Neel- Schaffer Inc. will provide staff to observe work on site during construction and services will include the following:
 - a. Daily check in with the city selected contractor regarding location and methods of work for that day.
 - b. Provide daily observation reports to the city that will include photos, location, and type of work completed.
 - c. Verify quantity of newly placed concrete.
 - d. Verify quantities on invoice match what has been placed in the field.
 - e. Field verifies design plan requirements are being met.

Fee Estimate

Neel-Schaffer, Inc. proposes to perform Tasks 1-3 on a Time and Material basis for a total fee not to exceed **\$315,000.00** (Three Hundred and Fifteen Thousand Dollars). The Time and Material fees include applicable labor, overhead, and expenses. The fee breakdown by Task is listed below.

| | |
|--|---------------------|
| Task 1: Program Management Services: | \$ 45,000.00 |
| Task 2: Engineered Design Services: | \$220,000.00 |
| Task 3: Field Observation Services: | \$ 50,000.00 |
| <hr/> | |
| Total Estimated Fee (Task 1 through 3): | \$315,000.00 |

Exhibit B

Hourly Rates for Professional Services

NEEL-SCHAFFER, INC. 2025 RATE SCHEDULE FOR PROFESSIONAL SERVICES

| EMPLOYEE CLASSIFICATION | POSITION | HOURLY RATE |
|----------------------------|---|-------------|
| P-8, P-9 | Officer, Senior Engineer Manager or Survey Manager | \$285.00 |
| P-7 | Engineer Manager/Professional IV | \$255.00 |
| P-6 | Senior Project Manager/Professional III | \$225.00 |
| P-5 | Project Manager/Professional II | \$200.00 |
| P-4 | Professional I | \$165.00 |
| P-1, P-2, P-3 | Professional Intern | \$145.00 |
| T-6 | Senior Certified Engineering Technician | \$180.00 |
| T-5 | Certified Engineering Technician/Supervisory Technician | \$160.00 |
| T-4 | Technician IV/ Inspector IV/ Surveyor IV | \$135.00 |
| T-3 | Technician III/Inspector III//Survey Crew Chief | \$115.00 |
| T-2 | Technician II/Inspector II/Survey Instrument Person | \$95.00 |
| T-1 | Technician I/Inspector I/Survey Assistant | \$85.00 |
| T-1 | Student Intern | \$50.00 |
| A-4 | Senior Administrative | \$95.00 |
| A-3 | Senior Clerical | \$90.00 |
| A-2 | Clerical | \$70.00 |
| A-1 | Assistant Clerical | \$60.00 |
| | Three-Member Survey Party | \$250.00 |
| | Two-Member Survey Party | \$185.00 |
| | One-Member Survey Party | \$140.00 |

“Professional” positions include engineer, architect, geologist, scientist, landscape architect, and planner.

“Technician” positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

| EXPENSE | COST |
|-------------------------------|--------------|
| Vehicle Mileage | \$0.625/mile |
| Traffic Counter/Video Monitor | \$10.00/day |

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.



EXHIBIT C

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.

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 same 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. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, 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 provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency 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 other 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 conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction 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 construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

5. Ownership of Documents. All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables 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 consent. 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.

6. 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.

7. Suspension of Services. Client may, at any time, by written notice, suspend the services of 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.



8. 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.

9. 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.

10. 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.

11. 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; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. 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 the 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 a certificate of insurance evidencing such insurance coverage 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 and auto liability policies, which shall be primary and noncontributory.

13. 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.

14. Payment. Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full 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 when due; 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. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

15. Force Majeure. Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

16. Compliance with Laws. To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

17. 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.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

19. 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.

20. Additional Services. Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional 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.

21. Amendment. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

22. 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.

23. 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.

24. 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.

25. 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.

26. **Conflicting Terms.** If 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.

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