



SCANNED

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Lockwood, Andrews & Newnam, Inc.**, hereinafter called "ENGINEER," and the **City of Farmers Branch, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires ENGINEER to perform certain work and services set forth in Section 1, Scope of Services.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and ENGINEER agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by OWNER, ENGINEER agrees to provide to OWNER the necessary professional engineering services related to the preparation of plans and specifications for the ***FB Creek Erosion Repair Reach 2*** as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until ENGINEER completes the services required herein to the satisfaction of OWNER, unless sooner terminated as provided in Section 8, below.

Section 3. Engineer Obligations

A. ENGINEER shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, ENGINEER shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for ENGINEER to perform the services under this Agreement, ENGINEER shall be authorized to engage the services of any agents, assistants, persons, or corporations that ENGINEER may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to ENGINEER only if authorized in writing in advance by OWNER.

C. ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

D. ENGINEER shall perform the services described in the Scope of Services in conformance with the care and skill ordinarily exercised by similar members of the profession providing similar services, practicing under similar conditions at the same time and in the same or similar locality.

E. Notwithstanding anything to the contrary, ENGINEER's opinions of probable total project costs, construction costs, and/or estimates of quantities, if any, provided as part of the Scope of Services are made on the basis of ENGINEER's knowledge, experience and qualifications and represent ENGINEER's judgment as an experienced professional. ENGINEER does not guarantee that proposals, bids, actual total project costs, total construction costs or quantity estimates will not vary from the opinions provided by ENGINEER. Cost control and cost estimates shall be performed by others and responsibility for quantities remain solely the responsibility of Owner and Owner's contractor.

Section 4. Payment

A. OWNER agrees to pay ENGINEER for all services authorized in writing and properly performed by ENGINEER in accordance with the Payment Schedule set forth in Exhibit "B," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to ENGINEER by OWNER shall be based on invoices submitted by ENGINEER for work performed monthly by ENGINEER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

B. OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, ENGINEER has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

C. The Total Engineering Fee shall be as specified in Exhibit "B," which shall not exceed **\$147,509.00**. OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

Section 5. Responsibilities

A. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time For Performance

A. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed within **180 calendar days** after written Notification to Proceed from OWNER to ENGINEER, exclusive of OWNER and other governmental review time.

B. In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by ENGINEER in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. ENGINEER shall, upon completion of the services and full payment for the

ENGINEER'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER. Any re-use of ENGINEER's work created under this Agreement on extensions of this project or on any other project shall be at the re-users sole risk and without liability to the ENGINEER. Further, notwithstanding anything to the contrary contained herein, all previously owned intellectual property of ENGINEER, including, but not limited to, any computer software, tools, systems, equipment or other information used by ENGINEER or its consultants, if any, in delivering the services hereunder, and any know-how, methodologies, or processes used by ENGINEER to provide the services to OWNER, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of ENGINEER or its consultants.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.

C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and engineers.

Section 8. Termination

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by ENGINEER prior to such termination date.

Section 9. Insurance

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

(i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) A automobile liability insurance policy covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) name the CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(ii) provide for at least thirty (30) days prior written notice to the CITY for cancellation of the insurance; and

(iii) provide for a waiver of subrogation against the CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to CITY prior to commencement of services.

Section 10. Indemnification.

CITY shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of ENGINEER pursuant to this Agreement. ENGINEER hereby waives all claims against CITY, its officers, agents and employees (collectively referred to in this section as "City Indemnitees") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the City Indemnitees. ENGINEER agrees to indemnify and save harmless the City Indemnitees from and against any and all liabilities, damages,

claims, suits, costs (including court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of ENGINEER, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a City Indemnitee, in whole or in part, in which case ENGINEER shall indemnify the City Indemnitee only to the extent or proportion of negligence attributed to ENGINEER, its officer, as determined by a court or other forum of competent jurisdiction). ENGINEER's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by ENGINEER under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

ENGINEER shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 12. Applicable Laws

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 13. Default of Engineer

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to ENGINEER, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

Section 15. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between ENGINEER and OWNER.

Section 16. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 17. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 18. Independent Contractor.

It is understood and agreed by and between the parties that ENGINEER in satisfying the conditions of this Agreement is acting independently and that the OWNER assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by ENGINEER pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 19. Right-Of-Access.

OWNER will obtain and/or furnish right-of-access on any project site for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to any Task Order. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 20. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such

other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: (Physical Address)	Director of Public Works City of Farmers Branch 13000 William Dodson Pkwy Farmers Branch, TX 75234
(Mailing address):	P.O. Box 819010 Farmers Branch, TX 75381
(With copy to):	Peter G. Smith Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800 Ross Tower 500 North Akard Dallas, Texas 75201
If to ENGINEER:	Matt Manges, P.E., CFM – Vice President Lockwood Andrews & Newnam, Inc. 2925 Brianport Drive, Suite 400 Houston, Texas 77042

Section 21. Counterparts.

This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 22. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 23. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Prohibition of Boycott Israel.

Engineer verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if Engineer is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Engineer has ten (10) or more fulltime

employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Section 25. Force Majeure.

OWNER agrees that ENGINEER shall not be responsible for, and Client hereby releases ENGINEER from, any claim and damage relating to or arising from any 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) other circumstances or events outside the reasonable control or responsibility of ENGINEER.

Section 26. Mutual Waiver of Consequential Damages.

In no event shall either Party be liable, whether in contract or tort or otherwise, to the other Party for loss of profits, delay damages, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

(Signature page to follow)


IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

OWNER:
City of Farmers Branch, Texas

By: 
Charles S. Cox,
City Manager

Date: 12/16/20

ENGINEER:
Lockwood, Andrews & Newnam, Inc.

By: 
Matt Manges, P.E., CFM
Vice President, Stormwater

Date: 11/9/2020

ATTEST:


Amy Piukana, City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney

EXHIBIT "A"

Scope for Services for Farmers Branch Creek Erosion Repairs Reach2. The scope set forth herein defines the work to be performed by Lockwood, Andrews & Newnam, Inc., (ENGINEER) in completing the projects. Both the City of Farmers Branch (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

ENGINEER has been contracted by the CITY to design erosion improvements along Farmers Branch located in the City of Farmers Branch. The improvements will be reviewed and designed in accordance with the Farmers Branch Watershed Study prepared by Freese and Nichols, Inc. dated June 14, 2018, for sites E11, E13, E14, & E15 (The Study) - see attachment 1. A site visit was also conducted by the ENGINEER and the CITY on 03/12/2020 to assess current project conditions. The purpose of these projects is to alleviate erosion along the channel bed and banks and thereby protecting the residences adjacent to the projects. This contract includes design of the erosion control and bank stabilization improvements identified in the Study for the following locations of Reach2:

1. E-11 Remove and Replace Concrete Drop Structure.
2. E-13 Streambank Stabilization: Construct approximately 125' of Retaining Wall.
3. E-14 CIP Headwall and Toe Protection.
4. E-15 Stone Toe Protection below Gabion Wall.

This contract includes the following tasks:

TASK A. Project Management

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

1. Provide project management activities as necessary to properly manage the project, including:
 - a. internal progress meetings as required,
 - b. periodic Project Status Updates (including schedule updates) to CITY.
 - c. Prepare monthly progress reports and invoices.
2. Coordinate with third parties,

Deliverables: Monthly progress report and invoice.

TASK B. Research and Data Collection

1. Coordinate with the CITY of Farmers Branch staff to obtain record drawings, right-of-way maps, existing easement information, and other information available for the project areas.
2. Review and organize the relevant information related to storm water in the project area including existing utilities and street Record Drawings/plans, plats, right-of-way maps, and other information provided by CITY staff. Aerial photography, LIDAR data will also be reviewed for the hydrologic and hydraulic analysis.
3. Attend (1) meeting with the City staff to discuss preliminary design ideas and alternatives. Prepare a conceptual sketch including alternatives that differ from methods shown in the previous reports prepared by others for these bank stabilization projects indicating the methods of construction and materials.
4. Develop meeting minutes documenting decisions made during meeting. These meeting minutes will serve as the preliminary design report for this project.
5. Contact franchise utility companies (if any) to obtain existing utility plans for the project area and incorporate into the survey/base files. Indicate them about the proposed project.

Deliverables: None

TASK C. SURVEY

ENGINEER will obtain surveying services on the CITY's behalf at the project sites to perform an on the ground survey of the area under the direct supervision of a Registered Professional Land Surveyor. The purpose of the survey is to provide topographic mapping adequate for design of the proposed improvements. Detailed scope for this work is attached separately.

Deliverable: Base mapping adequate for design of the proposed improvements.

TASK D. GEOTECHNICAL INVESTIGATION

ENGINEER will coordinate with the Geotech Consultant contracted by the CITY for preparing required exhibits, incorporating recommendations into plans.

Deliverable: None

TASK E. ENVIROMENTAL PERMITTING AND SUPPORT

This environmental scope assumes the proposed projects can be designed to meet the terms and conditions of Section 404 Nationwide Permit (NWP) 13, *Bank Stabilization*, without requiring the submittal of a preconstruction notification (PCN) to the USACE. Detailed scope for this work is attached separately. ENGINEER will coordinate with the sub-consultant in providing the following information as applicable to prepare a letter.

- Computations supporting no material is placed in excess of the minimum required for the erosion protection
- Earthwork estimates supporting that the activity will not exceed an average of 1 cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high-water mark.

- Any details as required by the sub-consultant to show details supporting that the material placed for slope protection will not be eroded by normal or expected high flows.

Deliverable: Technical Memorandum to document the findings of the 404-permit evaluation, opinion as to whether the project meets the terms and conditions of NWP 13 without requiring a PCN.

TASK F. HYDROLOGIC AND HYDRAULIC ANALYSIS

Existing H&H models provided by the City will be reviewed and updated as required to obtain the hydraulic parameters necessary for the bank stabilization design and documenting no adverse impact due to the proposed improvements. Scope assumes no hydrologic efforts. Fully developed 100-year flow provided by CITY will be utilized.

1. HEC-RAS Model:
 - a. Update HEC-RAS models provided by CITY as required.
 - b. Prepare cross sections as needed to represent the proposed work.
 - c. Develop pre-failure and proposed conditions RAS models.
 - d. Compare pre-failure and proposed conditions models for no adverse impacts.
 - e. Fully developed conditions HEC-RAS geometry model will be used to determine the stream hydraulic profile and to obtain parameters necessary for bank stabilization design.

Deliverable: Technical Memorandum to document the findings of the H&H analysis, opinion as to whether the project has no adverse impacts

TASK G. STRUCTURAL ANALYSIS

Consultant will evaluate the structural stability of the proposed stabilization methods described in for E-11 & E-13 including sliding, overturning, bearing pressure, and structural capacity of wall (as required) based on the recommendations on the soil conditions from the Geotech engineer and provide additional details to be included in Drawings as needed in accordance with the City of Farmers Branch Standards. Engineer will review the wall geometry and apply appropriate loading conditions in evaluating the structural capacity computations.

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

TASK H. PRELIMINARY DESIGN (30% DESIGN)

1. **Preliminary Design Drawings** - Consultant shall prepare and submit Preliminary Design drawings at 1"=40' on 11" x 17" sheet size. Preliminary Drawings shall include, at a minimum, the following categories of information:
 - a) Title Sheet
 - b) Sheet Index

- c) Project Layout / Survey Control
 - d) General Notes
 - e) Estimated and Final Quantity Item List
 - f) Site Plan/ Stabilization Plan Sheets. (up to 4 sheets)
 - g) Streambank stabilization typical sections and details (up to 2 sheets)
 - h) Standard City Details
2. **Preliminary Design Opinion of Probable Construction Cost**– At the time of submittal of the Preliminary Construction Drawings, the Consultant shall prepare an estimate of construction quantities and issue a preliminary statement of probable construction cost for the Project.
 3. **Preliminary Technical Specifications and Bid Items** - Consultant will prepare preliminary technical specifications needed for the project, draft bid item description narrative, and bid item schedule.
 4. **Design Review Meeting** – Consultant will attend a meeting with the City to discuss comments received from the City's review of the Preliminary Construction Drawings and Specifications.

Deliverables: ENGINEER shall submit a PDF of the preliminary Drawings, OPCC and Specifications to the CITY.

TASK I. FINAL DESIGN PHASE SERVICES

1. **Final Design Documents** - At such time as Consultant is directed by the City, the Consultant shall prepare Final Design Drawings, Opinion of Probable Construction Cost, and Specifications. Consultant will address all City comments from the preliminary design review and include a comment log. Consultant will finalize front end documents, standard technical specifications, and special technical specifications to be submitted with the design Drawings. Final Design Drawings shall be consistent with the content and format of the Preliminary Design Drawings:
2. **Design Review Meeting** – Consultant 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, if necessary.

Deliverables

ENGINEER shall submit a PDF of the construction drawings to the CITY.

ENGINEER shall submit bid Items along with bid Item descriptions to the CITY.

ENGINEER shall produce specifications necessary to build the infrastructure shown in the construction drawings.

ENGINEER shall submit a PDF of the OPCC to the CITY.

City will provide front end documents and LAN will compile book for bidding.

TASK J. BID PHASE SERVICES

Consultant 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 Requests for Information (RFI)** –Consultant shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors' questions (up to 8) and requests to be approved by the City. The responses may be in the form of addenda.
2. **Pre-Bid Meeting** – Consultant will attend a pre-bid meeting to review project requirements.

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

TASK K. RECORD DRAWINGS

Consultant shall Incorporate field changes and information from the Contractor's as-built "red-line" drawings into the Record Drawings

Deliverables

ENGINEER shall submit a PDF of the record drawings to the CITY.

SPECIAL SERVICES:

TASK L. CONSTRUCTION PHASE GENERAL REPRESENTATION

1. Attend the pre-construction meeting with selected contractor prior to construction start date.
2. Make periodic visits (one visit 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 to 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.
3. During visits to the construction site, and on the basis of our onsite observations as an experienced and qualified design professional, the design team will keep the CITY informed of the extent of the progress of the work and advise the CITY of material and substantial defects and 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.
4. The design team will review product submittals and respond to any 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.

Special services indicated here are on hourly basis not to exceed a sum of \$10,410

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of 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.

EXHIBIT B

		Total
A	Project Management	\$6,741.60
B	Research Data Collection /Conceptual Design	\$10,873.20
C	Design Survey	\$10,797.00
D	Coordination with Geotech Engineer	\$1,570.40
E	Environmental	\$8,122.00
F	Hydrologic & Hydraulic Analysis	\$19,479.20
G	Structural Analysis	\$20,800.00
H	Preliminary Design	\$26,067.60
I	Final Design	\$25,100.40
J	Bid Phase Services	\$5,087.20
K	Record Drawings	\$2,459.60
	Subtotal	\$137,098.20
SPECIAL SERVICES		
L	Construction Phase General Representation	\$10,410.40
	Subtotal	\$10,410.40
	GRAND TOTAL	\$147,508.60

(Hourly not to exceed)

Item	Task	Duration (Working Days)	Duration (Calendar Days)
B	Research Data Collection /Conceptual Design	9	10
C	Design Survey, Geotech & Environmental	31	42
H	Preliminary Design	30	39
	<i>City Review</i>	16	21
I	Final Design	21	28
	<i>City Review</i>	16	21
TOTAL		123	161

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lockwood, Andrews & Newnam, Inc
Houston, TX United States

Certificate Number:
2020-685973

Date Filed:
11/04/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Farmers Branch

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

115075
FB Creek Erosion Repair Reach 2- Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daly, III, Leo A.	Washington, DC United States	X	
	Swafford, C. Wayne	Houston, TX United States	X	
	Brader, James B.	Omaha, NE United States	X	
	Curry, W. Derrell	Houston, TX United States	X	
	Boyd, J. Anthony	Houston, TX United States	X	
	Vajdani, Sima	Los Angeles, CA United States	X	

5 Check only if there is NO Interested Party.

☐


6 UNSWORN DECLARATION

My name is Matt Manges, and my date of birth is 12/21/1983.

My address is 2925 Briarpark Drive, Suite 400, Houston, TX, 77042, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 4th day of November, 20 20.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)