

Date: September 10, 2024

Contract Modification Number 1

Project Name: Farmers Branch Creek Erosion Control Projects Reach 2, Brincrest Drive

Client Project No.: GL# 325-752010

Date of the "Original Agreement": 12/16/20

This contract modification ("Contract Modification") is made by and between **Lockwood, Andrews & Newnam, Inc.** ("Consultant") and City of Farmers Branch ("Client")(together the "Parties"). The purpose of this Contract Modification is to alter the scope or fee as provided herein. Capitalized terms not otherwise defined herein shall have the meanings contained in the Original Agreement.

1. SCOPE OF SERVICES

The Consultant shall perform the following Services: See Exhibit A

2. COMPENSATION

For services performed under this Contract Modification, the Consultant's compensation will be:

☐ Hourly based on attached Exhibit A:

☒ Lump Sum: **\$59,937.00**

☒ Other: Additional Fee of **\$10,441.60** to be used on a time and material basis to monitor and document Contractor performance regarding the remaining work rescheduled to facilitate the Clients operations.

In addition, reimbursable expenses will be paid per terms of the Original Agreement.

As a result of this Contract Modification, Consultant's total compensation, if applicable, is now **\$70,378.60.**

Consultant shall be paid consistent with the terms and conditions of the Original Agreement.

3. CONTRACT MODIFICATION TERMS & CONDITIONS

- A. This Contract Modification shall become effective on the date of the last undersigned party.
- B. All other terms under the Original Agreement not modified or contradicted herein shall remain in full force and effect.
- C. The Parties represent and warrant that the undersigned individuals have the authority to execute this Contract Modification.
- D. The execution, delivery and effectiveness of this Contract Modification shall not, except as expressly provided herein, operate as a waiver of any provision of the Original Agreement.

In Witness Whereof, the Parties have caused this Contract Modification to be executed:

CONSULTANT: Lockwood, Andrews & Newnam, Inc. **CLIENT:** _____

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT “A”

Scope for Services for Farmers Branch Creek Erosion Repairs for an additional site adjacent to the current design at Site E-13 along Brincrest Drive. 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 defined 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 along Farmers Branch located in the City of Farmers Branch. The improvements will extend from the current design referred to as site E-13, 3247 and 3253 Brincrest Drive, along 3257 Brincrest to the east. (See Site Location Map included). A site visit was conducted by the ENGINEER and the CITY on 06/25/2024 to assess the conditions of the creek and slope failure that had occurred on the lot upstream of the current E-13 site where a streambank wall failed along the residential lot, 3257 Brincrest, during the spring 2024 storm events. The purpose of this project is to alleviate erosion along the channel bed and banks and thereby protecting the residences adjacent to the project.

The construction documents for site E-13, approved by the CITY, will be revised (5 sheets) to provide the design information and details for the additional 100’ retaining wall and creek erosion control measures.

This contract amendment 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 professionally 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: Three (3) monthly progress report and invoices are estimated for the project execution.

TASK B. Conceptual Design

1. 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.

2. Develop meeting minutes documenting decisions made during meeting. These meeting minutes will serve as the preliminary design report for this project.
3. Contact franchise utility companies (if any) to obtain existing utility plans for the project area and incorporate into the survey/base files. Notify them about the proposed project.

Deliverables: Conceptual sketch of proposed improvements. Meeting minutes of design review meeting

TASK C. SURVEY

ENGINEER will coordinate with the surveying consultant on the CITY's behalf to review the ground survey that has been completed under a separate portion of this contract. The purpose of the survey is to provide topographic mapping adequate for design of the proposed improvements.

Deliverable: Base mapping adequate for design of the proposed improvements for the additional area of this project.

TASK D. GEOTECHNICAL INVESTIGATION

ENGINEER will use the geotechnical report provided by the CITY and coordinate with the Geotech Consultant for the recommendations on the project. If additional geotechnical work is required, ENGINEER will contract with a geotechnical consultant, as additional services.

Deliverable: None

TASK E. ENVIRONMENTAL 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. ENGINEER will verify that the additional erosion control measures do not impact the anticipated NWP 13 permit by:

- 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.

Deliverable: Summary letter 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 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 applied.

1. HEC-RAS Model:
 - a. Update HEC-RAS models provided by CITY as required.
 - b. Add hydraulic 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 for the site adjacent to 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. 90% DESIGN

1. **Design Drawings** - Consultant shall prepare and submit 90% design drawings at 1"=40' on 11" x 17" sheet size. Drawings will be added to the Farmer's Branch Soil Erosion, Reach 2 - 90% plan set and shall include the following categories of information:
 - a) Project Layout / Survey Control (Revise)
 - b) Final Quantity Summary (Revised)
 - c) Site Plan/ Stabilization Plan Sheets. (up to 2 sheets)
 - d) Streambank stabilization typical sections and details (1 sheet)
 - e) Standard City Details
2. **90% Design Opinion of Probable Construction Cost** - Consultant shall prepare an estimate of construction quantities and issue a draft statement of probable construction cost for the Project.

3. **Preliminary Technical Specifications and Bid Items** - Consultant will revise the technical specifications, bid item description narrative, and bid item schedule for the project.
4. **Design Review Meeting** – Consultant will attend a meeting with the City to discuss comments received from the City's review of the 90% Construction Drawings and Specifications.

Deliverables: ENGINEER shall submit a PDF of the 90% 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 90% 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 90% 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 4) and requests to be approved by the City. The responses may be in the form of addenda.

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. Make site visits up to four (4), as requested in the CITY, 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.
2. 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.
3. The design team will review product submittals and respond to up to four (4) RFI's and construction submittals 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 \$10,441.60.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

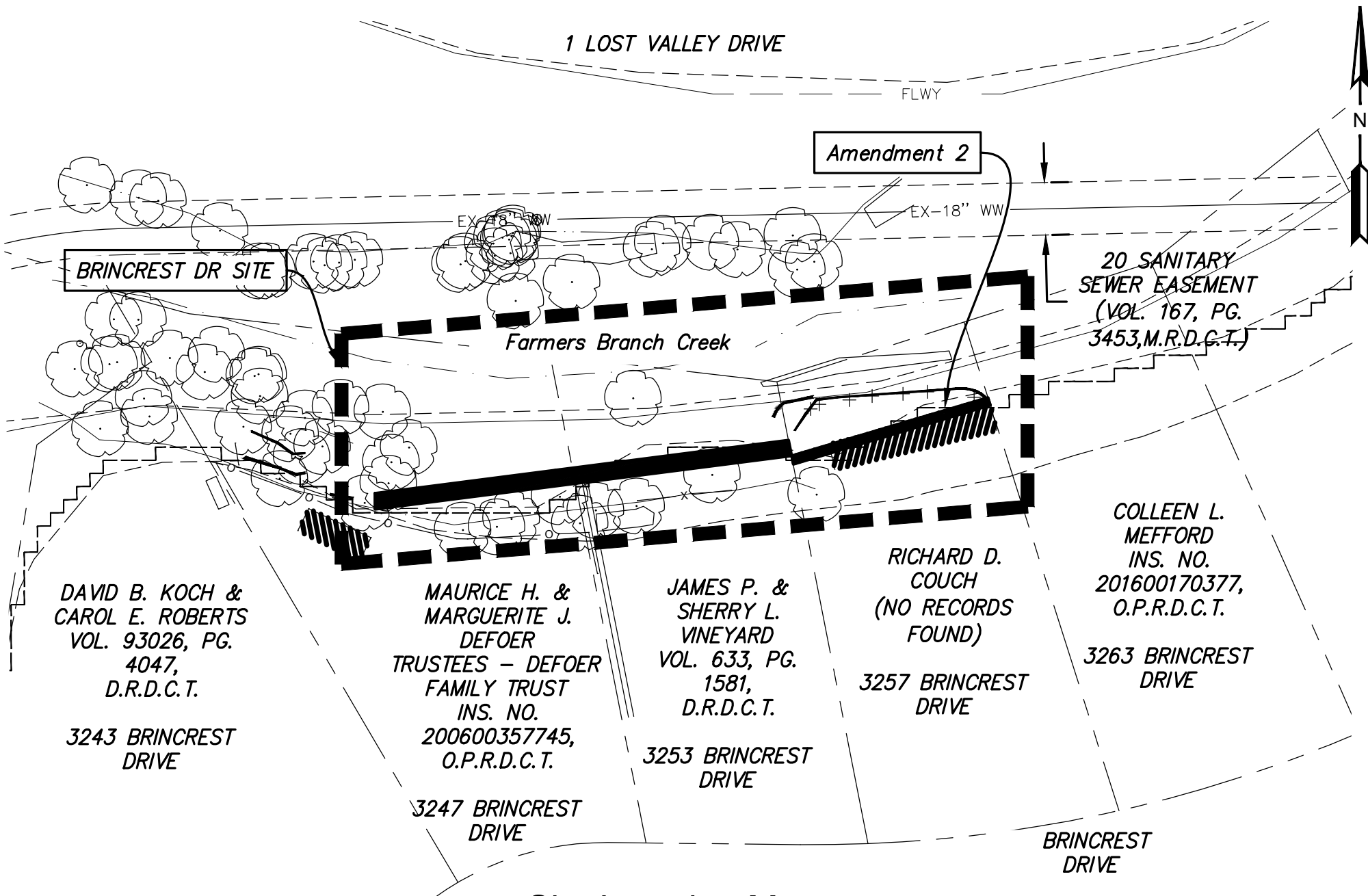
CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the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

SCOPE & BASIS OF FEE PROPOSAL
Amendment for Design Services for
Farmers Branch Creek Erosion Control Projects Reach 2
Extension at 3257 Brincrest Drive

Task No.	Task Description	Total Hours	Labor (hours)						Total Labor Cost	Total Expense Cost	TOTAL FEE
			QA/QC	Project Manager	Project Engineer	EIT	CADD	Admin			
A	Project Management	25	1.0	12.0	7.0	-	-	5.0	\$ 5,920.00	\$ 40.80	\$ 5,960.80
1	Internal Meetings & Coordination	12	1.0	6.0	3.0			2.0	\$ 2,970.00		
2	Coordination with subconsultants	4	-	2.0	2.0	-			\$ 1,020.00		
3	Monthly Invoicing and Progress Reports	9		4.0	2.0			3.0	\$ 1,930.00		
B	Conceptual Design	15	1.0	3.0	3.0	7.0	-	1.0	\$ 2,935.00	\$ 117.40	\$ 3,052.40
1	Concept Design Meeting	10	1.0	1.0	2.0	6.0			\$ 1,880.00		
2	Meeting Minutes	3	-	1.0	1.0			1.0	\$ 610.00		
3	Utility Company Coordination	2	-	1.0		1.0			\$ 445.00		
C	Design Survey	4	-	1.0	1.0	2.0	-	-	\$ 790.00	\$ 31.60	\$ 821.60
1	Locate Existing Improvements	0	-	-	-	-	-	-	\$ -		
2	50' Interval Ground Elevations	0	-	-	-	-	-	-	\$ -		
3	Tree/Vegetation locate	0	-	-	-	-	-	-	\$ -		
4	Underground utility location based on record drawings	0							\$ -		
5	Underground utility location based on visible markers	0							\$ -		
6	Set control points to be used during construction	0							\$ -		
7	High water mark	0							\$ -		
8	Prepare deliverables	4		1.0	1.0	2.0			\$ 790.00		
D	Coordination with Geotech Engineer	4	-	2.0	2.0	-	-	-	\$ 1,020.00	\$ 40.80	\$ 1,060.80
1	Field Exploration	0							\$ -		
2	Lab Testing	0							\$ -		
3	Analysis and Report	4		2.0	2.0				\$ 1,020.00		
E	Environmental	6	-	1.0	2.0	2.0	-	1.0	\$ 1,095.00	\$ 43.80	\$ 1,138.80
1	Site Visit	0							\$ -		
2	NWP Permit	0							\$ -		
3	THC Coordination	0							\$ -		
4	Project coordination	6		1.0	2.0	2.0		1.0	\$ 1,095.00		
F	Hydrologic & Hydraulic Analysis	58	4.0	6.0	14.0	32.0	-	2.0	\$ 10,680.00	\$ 427.20	\$ 11,107.20
1	Hydraulic modeling	41	3.0	4.0	8.0	24.0		2.0	\$ 7,395.00		
2	Documenting Results for no adverse impact	17	1.0	2.0	6.0	8.0			\$ 3,285.00		
G	Structural Analysis	24	-	24.0	-	-	-	-	\$ 7,320.00	\$ 292.80	\$ 7,612.80
1	Structural Stability Analysis and Plans	24		24.0					\$ 7,320.00		
H	Preliminary Design	77	5.0	10.0	20.0	24.0	8.0	10.0	\$ 14,215.00	\$ 568.60	\$ 14,783.60
1	Design Plans (6 Sheets)	43	3.0	4.0	10.0	16.0	8.0	2.0	\$ 7,765.00		
2	OPCC (Revised)	9	1.0	2.0	2.0	4.0	-		\$ 1,905.00		
3	Specs and Bid items (Revised)	21	1.0	2.0	6.0	4.0		8.0	\$ 3,525.00		
4	Design Review Meeting	4		2.0	2.0				\$ 1,020.00		
I	Final Design	52	1.0	7.0	14.0	18.0	12.0	-	\$ 9,470.00	\$ 378.80	\$ 9,848.80
1	Design Documents	29	1.0	2.0	6.0	12.0	8.0	-	\$ 4,925.00		
2	Design Review Meeting	4		2.0	2.0				\$ 1,020.00		
3	100% Design Documents, OPCC, & Specs	19	-	3.0	6.0	6.0	4.0	-	\$ 3,525.00		
J	Bid Phase Services	12	-	1.0	2.0	4.0	4.0	1.0	\$ 1,915.00	\$ 201.60	\$ 2,116.60
1	Bid period requests for information (up to 8)	12	-	1.0	2.0	4.0	4.0	1.0	\$ 1,915.00		
K	Record Drawings	12	-	3.0	3.0		6.0		\$ 2,340.00	\$ 93.60	\$ 2,433.60
TOTAL (BASIC SERVICES)		289	12	70	68	89	30	20	\$ 57,700.00	\$ 1,473.20	\$ 59,937.00
SPECIAL SERVICES											
A	Construction Phase General Representation	56	-	8.0	16.0	28.0	-	4.0	\$ 10,040.00	\$ 401.60	\$ 10,441.60
1	Site Visits (up to four)	20		4.0	8.0	8.0		-	\$ 3,980.00		
2	Site Observation Report	14		2.0	4.0	4.0		4.0	\$ 2,390.00		
3	RFI's & Submittals (up to 4 of each)	22	-	2.0	4.0	16.0		-	\$ 3,670.00		
TOTAL (SPECIAL SERVICES)		112	0	16	32	56	0	8	\$ 10,040.00	\$ 401.60	\$ 10,441.60
TOTAL (BASIC & SPECIAL SERVICES)		401	12	86	100	145	30	28	\$ 67,740.00	\$ 1,874.80	\$ 70,378.60



Site Location Map

Not to Scale