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I. PROJECT DESCRIPTION

Thank you for the opportunity to present this proposal for construction level Landscape Architecture and Engineering services for the LLELA Kayak Launch in Lewisville, Texas. This proposal includes cost to complete the following scope of work:

1. Topo Survey of project site.
2. 50% and 100% Design Construction Documents
3. Construction level Opinion of Probable Cost
4. Permitting
5. Specifications
6. Bidding and Contract negotiation
7. Meetings, Travel and Administrative Costs

It is our understanding this project will generally involve the above scope of work, as well as coordination with the Client during the entire process. The overall goal of this process is to prepare construction level documents and specifications for the above referenced project. These documents will be based on the approved conceptual plan that was previously prepared by CEI.

Document milestones will be coordinated with the Client at 50% and 100% completion, as previously discussed with the Client.

CEI assumes a balance of cut and fill on the site or a net cut, as well as no applicable impeding structures that would result in a rise in the flood elevations, due to the approved concept plan. Therefore, no CLOMR/LOMR process should be necessary. Should the Client direct CEI to design structures or design changes that would cause a rise in the flood elevations, additional fees may apply and it will be coordinated with the Client prior to commencing.

During the course of this project, it will be necessary for CEI to coordinate with the Corps of Engineers, the Texas Commission on Environmental Quality, Texas Parks and Wildlife and/ or the Environmental Protection Agency, as well as other Authorities Having Jurisdiction. That cost is included in the price below.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey

CEI shall perform a Topographical Survey of said area, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client.

Fees.....\$ 7,000.00

B. Design Construction Documents & Opinion of Probable Cost

CEI shall provide design documentation based on conceptual design as previously completed by CEI. CEI shall provide construction and design details for the described project. Site and grading plans shall be prepared and submitted to the Client for approval (50% plans). In the event an alternate design is necessary or requested, following approval of the 50% plan set, revisions will be subject to additional fees to be negotiated with the Client. Design plans shall be submitted to the Client at 50/100% completion for coordination and revision. Upon Client approval of the final civil documents, CEI will provide final design documents and details and process permits with the City, as required for the project.

Cost Estimates

CEI shall also provide an Opinion of Probable Cost to the Client at 50/100% completion.

Fees..... \$ 37,000.00

C. Permitting and Coordination

Design/Construction plans shall also submit to Authorities Having Jurisdiction for review and approval. During the permitting process, it may be necessary to permit with the Corps of Engineers, the Texas Commission of Environmental Quality, Texas Parks and Wildlife and/ or the Environmental Protection Agency.

Fees..... \$ 7,500.00

D. Specifications, Bidding and Contract Negotiations

CEI shall provide required bidding support as requested by Client. Services to include construction specifications, bidding coordination and administration, contractor qualifications, and recommendation of award. We assume bidding will be done directly for Client. If bidding is to be done through an outside entity, additional cost will be required.

Fees..... \$ 8,500.00

E. Meetings, Travel and Administrative Costs

CEI will provide comprehensive project management and coordination services throughout the project, including regular meetings with the Client and relevant stakeholders to ensure the project is progressing according to schedule and meeting all design and budgetary expectations. These meetings may occur in person, via video conference, or through other agreed-upon communication methods. Travel expenses for these visits, including mileage, will be billed according to the actual costs incurred. Additionally, CEI will provide all necessary administrative support, including document management, project scheduling, and coordination with sub-consultants and regulatory agencies. Administrative costs will cover expenses for printing, copying, postage, and other materials required for project documentation and communication.

Fees..... \$ 9,500.00

Total Fees \$ 69,500.00

III. SCOPE OF ADDITIONAL SERVICES (AS REQUIRED)

A. Construction Observation and Administration

CEI is available as needed by Client to provide limited construction administration during the construction phase of this project. Said services, which may also include Client-directed plan changes or other revision, shall commence upon final approval by the jurisdictional authorities. Required site observation for this project by the municipality is anticipated to be minimal; the scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to

contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

Fees.....\$ 30,000.00

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 3 month, or 13 5-day weeks and includes 60 hours of Project Manager, 15 hours of Project Engineer, 82 hours of Construction Observer and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be \$600 to be invoiced in accordance with Section VI below.

Grand Total Fees.....\$ 99,500.00

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. Timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. Access to the Site
2. Notice to proceed

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an “as requested” basis. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)

- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise, the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

TEXAS (02-01-24)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 215.00
Client Sector Leader	\$ 205.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 190.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 190.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Project Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 120.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00
Construction Observer	\$ 110.00
Land Acquisition Manager	\$ 150.00
Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its

possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VII. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval."