

PROFESSIONAL SERVICES AGREEMENT
for
The Broussard Group, Inc. dba TBG Partners

The City of Lewisville, Texas (the “City” or “Client”), hereby engages The Broussard Group, Inc. dba TBG Partners (“TBG” or “Consultant”), to perform professional services in connection with Timber Creek Trail (the “Project”).

I. PROJECT. The Project is described as follows:

This project consists of the design of a 12’ wide concrete off- street hike and bike trail, which will realize the unique opportunities presented by the Project and the associated site, taking into account design of amenities as well as existing context associated with the exclusive nature of the neighborhood adjacencies.

TBG will prepare and develop the site design and implementation documents to include the following:

Segment F: This segment is approximately 7,500 linear feet (1.4 miles) of Primary Trail and approximately 1,500-line feet (0.3 miles) of secondary Trail, which begins at Central Park, by tying into the existing trails. This segment runs through Central Park and continues along Timber Creek through private land, crossing Business 121 at grade at W. Southwest Pkwy, entering City-owned land, turning north at Corporate Drive, and ending before IH-35, as generally shown in Attachment “A”.

SCOPE OF SERVICES

TBG will provide the following services. Additional services may be available, per the terms described later in the Agreement.

TBG’s design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery.

Discovery

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- **Task One: Project Management**
- **Task Two: Site Inventory and Analysis**
- **Task Three: Program Assessment and Analysis**
- **Task Four: Community Engagement**

Development

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- **Task Five: Schematic Design**
- **Task Six: Design Development**

– **Task Seven: Construction Documentation**

Delivery

To consult in the implementation of the Project’s vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story. Tasks include:

- **Task Eight: Bidding and Negotiation Assistance**
- **Task Nine: Pre-Construction**
- **Task Ten: Construction Observation**

Special Services

Services required to obtain base information, or evaluation data to complete the project described herein. Tasks include:

- **Task Eleven: Topographic and Boundary Survey**
- **Task Twelve: Environmental Survey Analysis**
- **Task Thirteen: Geotechnical Engineering**
- **Task Fourteen: TDLR/TAS Review**
- **Task Fifteen: H&H Modeling**
- **Task Sixteen: Adjacent Landowner Meeting**
- **Task Seventeen: Reimbursables**

Discovery

Task One

Project Management

Description of Services

TBG will manage the project and design team for the Client, by providing the following efforts listed below.

Efforts within this task may include:

- Define the team’s scope of work and manage roles and responsibilities of the design team.
- Manage all aspects of design responsibility/accountability, work assignments and quality control.
- Coordinate the sharing of all work product between the design team, owners and stakeholder group.
- Be responsible for preparing and delivering project updates
- Schedule Management
- Meeting Notes from Client meetings & stakeholder meetings
- Presentations to city staff and council.

Deliverables

- Meeting Minutes
- Schedule Updates

Task Two

Site Inventory and Analysis

Description of Services

TBG will work with the Project team to study and evaluate the existing conditions of the site and to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Site visit (maximum of 2)
- Tree and topographic survey analysis (surveys by others in Special Services)
- Context analysis
- Site analysis
- Precedent studies
- Tree and Shade studies
- Environmental Analysis Evaluation (analysis by others in Special Services)
- Flood Study (Segment E & F, H&H modeling by other in Special Services)
- Data collection and review of environmental systems data, hydrologic, and hydraulic models, utility as-builts.
- Delineation of sub-watersheds and discharge points into Timber Creek along trail alignment.

Deliverables

- Documentation needs summary to Client
- Inventory and analysis drawings and diagrams
- Site visit report/summary

Task Three

Program Assessment and Analysis

Description of Services

TBG will facilitate a series of interviews and design concept sessions with the client and select members of the design team to determine critical social, environmental and economic performance expectations for the Project. From the performance summary, TBG will assess with the design team optimum approach(es) for landscape/open space/spatial amenities and site elements.

Deliverables

- Performance inventory and assessment, including written narrative(s)
- Program inventory, including additional recommendations, to respond to performance assessment above
- Project comp assessment, including evaluation of other “best in class” developments of a similar nature and context
- Environmental mitigation and education opportunities assessment. Based on site inventory and analysis findings, indicate areas along trail alignment where green stormwater infrastructure may be applied to capture and clean stormwater runoff. Strategies may include riparian restoration areas, bioswales, bioretention, filter strips, and enhanced energy dissipation. Considerations for potential sites for environmental education will be documented.

Task Four

Community Engagement

Description of Services

The Community Engagement Process includes, first and foremost, identifying key stakeholders and creating a platform for engagement with and among the respective stakeholder groups. Community Workshops provide an open forum of collaboration that can develop integrated team solutions in an accelerated format that would otherwise not be possible. The scope of the workshop typically includes multiple engagement sessions created to attract the greatest number of stakeholders. From evening community workshop meetings to engagements that occur during community events, the purpose of community outreach is to understand the wants, needs and aspirations of community members. For purposes of this project, we understand that these meetings can be either in person, or virtually web based. It will be the responsibility of the Client to distribute appropriate invitations, but the process will be operated and managed by the design team.

Efforts within this task may include:

- Project team will synthesize Discovery Phase data and meet with City Officials and the Project team to establish expectations
- Identify and cultivate key stakeholders and champions
- Host community engagement sessions by meeting stakeholders where they are –evening neighborhood meetings, local festivals or weekend engagement sessions, depending on the stakeholder preferences
- Engagement meetings will provide opportunities for all voices to be heard via small breakout groups or opportunities to provide individual or small group feedback
- Provide visual aids to create opportunities for stakeholders to communicate their desires of the project
- Achieve consensus on community goals and objectives by synthesizing community feedback
- Communicate feedback and set community expectations

Deliverables

- Host community engagement session, maximum of two (2) meetings, either in person or virtually on the web
- Create visual aids to facilitate community feedback
- Community Engagement report/summary

Development

Task Five

Schematic Design

Description of Services

TBG will develop a schematic design package for the Project, accommodating the program based on the Client's objectives, as determined above. Schematic design will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Conceptual design (50% SD), maximum of two (2) alignment variations for Client to review
- Overall 100% color-rendered schematic design plan, maximum of one (1) concept as selected by the Client from conceptual designs
- Image boards to communicate character, look and feel for proposed design themes, materials, finishes and uses/activities
- Illustrative sections/elevations to convey design intent
- Collaboration with design team on the sizing and location of stormwater management features, corridor grading, and evaluation of floodplain alterations associated with trail alignment and grading alternatives.
- Walter P Moore will obtain and review the SD-level trail alignment for the proposed trail improvements.
 - _ Hydraulics
 - Walter P Moore will add cross-sections to the existing hydraulic models to provide a representative simulation of the proposed trail alignment.
 - Cross-sections will be added as needed at all roadway crossings, including grade separated pedestrian crossings at existing roadways.
 - Execute models with duplicate effective, corrected effective, pre-project and concept-level post-project geometric conditions.
- A maximum of one (1) perspective
- Production and issuance 50% SD and 100% SD package with associated cost projections at 100% set
- We have assumed two (2) meetings in Lewisville with the city staff during this task.
- We have assumed one (1) meeting in Lewisville with the city Council during this task.

Task Six

Design Development

Description of Services

TBG will work with the Client and consultant team to further develop the design concepts for the Project based on Client review and comment to the schematic design package and associated project budgets. This task will serve to finalize the site plan and selection of materials for the Project. It is intended that the DD documents will be advanced to the level that allows the Owner to obtain a Guaranteed Maximum Price.

Deliverables

- Plan enlargements, sketches, sections, elevations and material images to communicate design direction and intent
- Image compilation and presentation of recommended materials selections (to communicate design intent, character, mood, look and feel), including hardscape, softscape and landscape elements
- Collaboration with design team on the sizing and location of stormwater management features, corridor grading, and evaluation of floodplain alterations associated with trail alignment and grading.

- Walter P Moore will obtain and review the DD-level trail alignment for the proposed trail improvements.
 - _ Site visit to observe site conditions.
 - _ Utilize the horizontal alignment developed during SD Phase to prepare plan and profile of trail, refining the layout with Client as necessary.
 - _ Develop preliminary modifications to existing pedestrian paths along SH 121 and crossing SH 121 on the south side of Southwest Parkway.
 - _ Identify locations that will require retaining walls along Timber Creek and bank stabilization.
 - _ Update hydraulic models with field survey information and updated proposed conditions site information, including typical sections, grading plans, and construction plans for the proposed trail improvements.
 - _ Prepare plans and OPCC.
- Production and issuance of a 50% DD package and 100% DD package. Estimate of probable cost will be provided at the 100% DD deliverable.
- We have assumed two (2) meetings in Lewisville during this task with city staff

Task Seven

Construction Documentation

Description of Services

TBG will prepare construction drawings and specifications to properly describe the scope of the Project. These documents will be suitable for review and for competitive bidding purposes.

Deliverables

- Plan layout of all site hardscape, planting, irrigation and site amenities.
- Detailing that supports the hardscape, planting, irrigation and landscape/pedestrian design.
- Collaboration with design team on the sizing and location of stormwater management features, corridor grading, and evaluation of floodplain alterations associated with trail alignment and grading.
- TBG will prepare technical specifications to describe the quality of craftsmanship and materials for the Project.
- Walter P Moore will obtain and review the DD-level trail alignment for the proposed trail improvements.
 - _ Revise horizontal and vertical alignments (via plan view grading only) to address comments.
 - _ Revise hydraulic models for up to two (2) trail configurations
 - _ Prepare structural details of retaining walls that may be necessary along Timber Creek.
 - _ Prepare structural performance spec of modifications under bridge
- Flood Study Documentation
 - _ Prepare a written technical memorandum addressing the methods, assumptions, and findings of the hydraulic study in a format suitable for submission to the City of Lewisville Floodplain Administrator.

- Submit a Floodplain Development Permit application using City of Lewisville application form, meeting the City of Lewisville drainage and stormwater criteria.
- TBG will submit a 90% progress review set of the construction document package for the Client’s review and comment prior to final submission of the Issue for Bid and/or Issue for Construction Sets
- Estimate of probable cost will be provided at the 90% CD deliverable.
- We have assumed up to four (4) meetings in Lewisville with city staff during this task.
- We have assumed up to one (1) meeting in Lewisville with the City Council during this task.

Delivery

Task Eight

Bidding and Negotiation Assistance

Description of Services

TBG will work with the Contractor to issue supplemental instructions and clarifications as needed during this task. We will also assist the Client and Contractor in reviewing bid tabulations and make recommendations regarding qualified subcontractors. TBG will provide the following services during this task:

- Respond to questions during the bidding and/or contract negotiations
- Assist in the interview/recommendation of subcontractors.

Deliverables

- Clarification of addenda and/or supplemental drawings as required
- Contract documents Issued for Construction
- Bid-tabulation
- Attendance at one (1) pre-bid meeting
- Meeting with the Client and Design Team to review and comment on bid tabulations and Contractor recommendations – maximum of one (1) meeting.

Task Nine

Pre-Construction (Segment E / Segment F)

Description of Services

TBG will work hand in hand with the general contractor to ensure their workflow is fluid without delay from the design team. Included within this scope will be:

- Coordinate with the design team for outstanding submittals, RFI’s, addendum, etc.

Deliverables

- Coordinate and manage Design Team to review, mark-up and return of shop drawings, RFIs and submittals
- Attendance at one (1) pre-construction meeting
- Manage all request for information through the General Contractors Newforma Program (or similar) and ensure entire consultant team is responding in a timely manner.

Task Ten

Construction Observation

Description of Services

TBG will visit the site during construction and be present for the Client's meetings as indicated below. We will observe the work of the Contractor to generally determine performance and quality of the construction as related to the intent of the construction documents and specifications. We will observe grading, hardscape, planting and soil placement as well as irrigation installation. TBG will assist in the determination of the Contractor's substantial completion and prepare a punch list initiating the contractor's maintenance and warranty obligation. Included within this scope will be:

- Attend construction meetings and visit the site with the design team (to the extent noted below)

Deliverables

- For the scope of this proposal, we have allocated a maximum number of construction/site meetings for Segment F
 - _ TBG has estimate a maximum of twelve (12) site visits
 - _ WPM has estimated a maximum of two (2) site visits
 - _ TBG Sustainability Team has estimate a maximum of two (2) site visits
- Provide field reports based on site observations
- Punch lists
- Engineering record documentation will be coordinated w/ the contractor and provided to the city at the completion of the project by the contractor.

Special Services

Task Eleven

Topographic and Boundary Survey

Description of Services

Spoooner and Associates, Inc. (S&A) will provide topographic and professional surveying services on the above-mentioned project. The scope of work of the land surveyor shall be to supply all supervision, technical labor, equipment, services, tools, consumables, insurance, and pay any applicable sales/use taxes, and all other things required to perform land surveying in accordance with the technical requirements specified in this Estimate.

PROJECT OVERVIEW: The purpose of this survey is to locate and document visible and apparent information pertinent to the design and construction of a pedestrian trail system in the City of Lewisville.

- Preliminary Survey (IF REQUIRED): Lidar and Photometric surveys will be conducted along the proposed alignment producing general mapping along a 200-foot swath centered on the proposed alignment for preliminary design. High resolution georeferenced aerial imagery will be collected during this effort. High resolution Lidar data will be collected and utilized to produce 1' contours along the proposed route.
- Final Survey: Once a route is established by TBG, a detailed topographic survey will be prepared along a 50' swath centered on the proposed alignment. In this effort, critical tie in points, stream crossings, roadway crossings and other design critical components will be surveyed on the ground and provided to TBG in an overall updated base file. Final survey data will be merged into the preliminary lidar data as one overall file. The full property and

easement verification tasks will be conducted at this phase of the project. Final control for the project will be established during this phase as well.

Deliverables

Preliminary Survey Scope Details (IF REQUIRED) ~ Survey will horizontally and vertically locate visible surface features within the project area and being more specifically detailed below.

- Main project area cross sections and/or mapping will be collected generally at 25' intervals producing 1' interval contours for a 200' swath centered on the proposed alignment.
- Trees are not included in this estimate. Photogrammetry will be utilized to provide general canopy outlines.
- Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
- Drone based 3D laser scanning will be utilized to capture mapping and improvements as applicable.
- This phase of the project will include GIS grade property line and ownership information.
- A sufficient amount of ground control will be prepared to control airborne lidar and photogrammetry data collection efforts.
- Deliverables will include AutoCAD Civil 3d 2020 CAD files with supporting XML surface and CSV survey point files. High resolution aerial imagery and down sampled "CAD friendly" imagery will accompany our CAD deliverables. E57 or LAZ point cloud files of the Lidar captured in this effort are also available if requested.

Final Survey Scope Details ~ Survey will horizontally and vertically locate visible surface features within the project area and being more specifically detailed below.

- Main project area cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade producing 1' interval contours for a swath that is 50' wide centered on the finalized alignment.
- Project crossing side streets, alleys, and drainage ways will be surveyed an additional 25' in each direction beyond the main project swath. Crossing alignments will be surveyed for a width that properly covers each crossing feature.
- The surveyor will detail critical e-in points of the project, such as roadway crossings, stream and creek crossings and existing trail e-in points. Mapping will overlap 50' into and along existing trail tie-in point.
- Individual tree locations are not included in this estimate.
- Right of Entry: The Surveyor will coordinate with the project Engineer to obtain right-of-entry (ROE) for mapping on this project. These services will be provided on the Surveyor's behalf prior to starting.
- Utility Coordination: Prior to commencing any topographic fieldwork, the Surveyor will submit a utility locate request for the project limits to Texas811 (formerly Texas Excavation Safety System, Inc.) online at www.Texas811.org or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on our survey.
- Franchise Utilities: We will locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals,

controllers, etc. If available, we will denote size, material type, pressure rang, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

- City of Lewisville Public Utilities: We will locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances. This estimate assumes that only surface/visible utilities will be mapped in the field. This estimate does not include opening up accessible utility lid and vault covers for measure downs and other detailed utility survey data. Visible gas line and other permanent utility markers will be shown on the survey. The current owner of those utilities as indicated on the permanent markers will be noted on the survey.
- Bridges: Survey of existing bridges shall include the limits of approach slabs, abutments and the number, location, material and type of beams. The location and diameter of columns will be shown. The minimum vertical clearance to roadways/railways underneath shall be measured. Limits of sidewalk and pedestrian rail shall be identified as well.
- Building/Structure Details: The limits of structure, ground elevation adjacent to those limits will be shown for all buildings and structures within the proposed survey limits.
- Fence and Retaining Walls: We will provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.
- Right-of-Way and Property: Our survey will locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable. We will show lot, block, abstract number, adjacent street names and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown on the survey.
- Roadways and Improved Surfaces: Roadways, driveways, alleys and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey. Existing lane markings and signage will be identified on the survey.
- Surface Drainage Features: We will locate and tie top, toe and flow lines of existing swales, channels and creeks with the project limits. Our survey will locate headwall and wingwalls and denote number, size, material type, flow line and top of pipe elevation for culvert conduit(s).
- Trees, Shrubs, Landscaping and Irrigation: Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.
- Waterways: Ponds and waterways within project areas will be detailed and shown on the survey. We will attempt to capture the toe of each feature. This estimate includes floating each feature to determine boom shots. Shots will be to the existing top of sediment on each feature bottom.

Methods and Precision

- Basis of Control: City of Lewisville geodetic control, if available, otherwise the Allterra-VRS GPS system will be used to establish our horizontal and vertical values. Coordinates shall be reported with a precision of +/- 0.01 feet
- Project Coordinate System: Survey coordinates will be provided in a project modified State Plane “surface” position. The project scaling point and factor will be labeled and shown in

CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.

- Horizontal and Vertical Control Methods: Horizontal and vertical control will be established using RTK “base and rover” GPS methods. Control will have an accuracy of +/- 0.04’ at the time of survey.
- Data Collection: Photogrammetry, Drone based Lidar, RTK GPS and robotic total stations will be used for a majority of this survey.

Deliverables: Final Topographic Survey

- CAD Format: AutoCAD 2020 format Civil 3D CAD files with v2004 save down AutoCAD files.
- Project Scale: 20 scale
- Base Map: An electronic base map at 1:1 scale (base unit US Survey Foot) containing pertinent Topographic field data will be prepared.
 - _ National CAD Standard drawing standards including layers and styles will be used.
 - _ Text will be oriented with north being true reading West to East.
 - _ The base map shall be in AutoCAD DWG format.
 - _ DTM generated contours shall have one-foot minor and five-foot major intervals.
 - _ XML surface file, defining the AutoCAD Civil 3D surface.
 - _ DRONE imagery will be used as a background in our deliverable.
 - _ PDF electronic copies of all project research used to workup the project mapping which includes but is not limited to plats, deeds, right-of-way maps and provided utility maps.
 - _ PDF electronic copies of all the Texas811 tickets and correspondence.
 - _ PDF copy of all field notes.
 - _ PDF copy of the survey base map is not included.
- Survey Control and Material:
 - _ 5/8” iron rods with cap and/or mag nails will be used as a control material.
 - _ Horizontal and vertical control points will be set at 500’ intervals within the project area. Where possible, control monumentation shall be located sufficiently away from the project limits so as not to be disturbed by construction activities.
 - _ All established main horizontal and vertical control along with pertinent calculations will be furnished in electronic (MS Word Document).
- Point File: A comma delimited ASCII file showing point number, northing, easting, elevation and description shall be provided for all data collected on this project.
- Field Sketches and Site Pictures: Applicable field sketches and site photographs depicting any special field information shall be provided in digital form.
- Permanent and Temporary Easement Instrument Services (Estimated maximum of three (3))
- The Surveyor will prepare metes and bounds descriptions with accompanying map exhibit for permanent and temporary instruments on an as needed basis.
 - _ One electronic executed PDF of the complete instrument for each parcel.
 - _ Existing appraisal district tax card, parent deed and/or plat, map check for each exhibit and all other supporting documentation. Three original hard copies of the complete instrument for each parcel.

- All documents will include NAD83 GRID coordinates for the point of beginning, horizontal scaling factors and basis of bearings information.

Assumptions: Topographic Survey

- Abstracting Services: This estimate does not include hiring an abstractor to conduct abstracting services for property, easement and right-of-way research. Current plating and/or deed information available at the County and information provided to the Surveyor by the client and/or owner will be used for this project.
- Additional Project Services: This estimate includes mapping. Additional services requested beyond what is shown herein may result in a request for additional compensation.
- Tree Mapping Services: This estimate does not include individual tree mapping services.
- Construction Staking Services: This estimate does not include staking of any kind for the construction of this project. Project control will be refreshed prior to the commencement of construction.
- Texas811 Coordination: This estimate does not include Texas811 markings services.
- Public Utility Records Research: This estimate does not include public utility records research. Recovered vault data will be delivered to the City in PDF format.
- SUE Level C & D / Public and Private Franchise Alignments: This estimate does not include placing underground public and private utility alignments on the face of the survey.
- Right of Entry: This estimate does not include right-of-entry services.
- Subsurface Utility Investigation: This estimate does not include sub-surface excavation to confirm underground utility locations. All utility line work will be based on surface field evidence and provided record drawing research
- SUE Test Hole and Marker Locations: This estimate does not include the location and collection of data regarding test-hole locations or SUE markings locations performed by SUE contractors.
- Soil Borings: This estimate does not include the location of soil borings performed by others.

Assumptions: Temporary Easement

- Instrument Format: All instruments will strictly follow controlling jurisdiction guidelines and procedures for the preparation of instrument documents.
- Design changes: This estimate includes only one (1) submittal based on a pre-approved design of the project. All changes due to re-design after the initial submittal for each phase will be invoiced back to the Client/Owner at an hourly cost.
- Staking of ROW/Easement Corners: The Surveyor will stake the instrument corners once final documents have been approved by the owner/client.

Task Twelve

Environmental Survey Analysis

Description of Services

Based on a review of the provided publicly available data the proposed Timber Creek Trail project includes waters of the U.S. (WOTUS). It appears that potential discharges of fill material into WOTUS could be necessary as a result of this project. The U.S. Army Corps of Engineers (USACE) regulate discharges to WOTUS in accordance with Section 404 of the Clean Water Act. Additionally, it appears that the project will impact numerous trees along the alignment. The

City of Lewisville has established a Landscape Requirements ordinance for the preservation of existing and protected trees, replanting of trees lost due to development and to provide guidelines for minimum landscaping on site as well as within the city rights-of-way

In support of this process, VRX proposes to conduct a delineation of WOTUS, prepare a Draft Preliminary Jurisdictional Determination Report suitable for submission to the U.S. Army Corps of Engineers (USACE), and prepare a tree inventory in accordance with City of Lewisville Code of Ordinances Chapter 6, Article VI. If needed, based on the findings during the delineation, VRX will prepare a Nationwide Permit (NWP) 14 – Linear Transportation Projects Preconstruction Notification (PCN) with a mitigation plan.

The goal of the project is to provide TBG Partners (TBG) with a delineation of WOTUS, Draft Preliminary Jurisdictional Determination Report, tree inventory, and NWP PCN (if necessary). The following paragraphs outline more specifically VRX’s proposed scope of work, schedule, cost estimate, and limitations for the above project.

Deliverables

Delineations of the boundaries of WOTUS will be conducted within the approximate Timber Creek Trail project area (50-foot wide right-of-way) as shown in Exhibits

- VRX will perform a field investigation of the proposed project areas to determine the extent of observed WOTUS. VRX will follow the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and March 2010 USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual to delineate wetlands, other regulations (e.g., 33 CFR 328.3(e)), guidance to delineate non-wetland WOTUS.
 - _ VRX will collect representative GPS data to assist in mapping.
 - _ Observations on adjacent properties will be noted where feasible.
- Draft Preliminary Jurisdictional Determination Report: Information gathered during the delineation will be incorporated into the Draft Preliminary Jurisdictional Determination Report. This report will be prepared in accordance with USACE guidelines and shall include the following:
 - _ General purpose statement regarding the jurisdictional determination.
 - _ Methods Used:
 - Description of the approach used to delineate wetlands and other WOTUS.
 - Description of the conventions used to map the limits of WOTUS.
 - _ Results of the Delineation:
 - Vicinity map depicting the locations of the sites and showing the limits of the site investigated.
 - Approximate size of areas evaluated for WOTUS.
 - Name and characterization of the nearest waterway.
 - Description of physical features of the properties.
 - Information on existing site conditions for present and past land uses.
 - Characterization of hydrology.
 - Identification of named waterways.
 - Characterization of vegetative communities and dominant species.

- Characterization of soils.
- Description of riparian or upland buffer features.
- Photographs with the date that the photos were taken.
- 100-year floodplain map with project area defined.
- Aerial photograph with project areas defined.
- USGS 7.5-minute topographic quad with project areas defined.

_ Conclusions:

- Description of size/dimensions of WOTUS, such as linear feet and approximate distance between ordinary high-water marks for open waters (streams).
 - Map depicting potential WOTUS with the type (e.g., forested wetland) within the project area.
- Inventory of Protected Trees five (5) caliper inches or greater VRX will prepare an inventory of trees five (5) caliper inches or greater at the Timber Creek Trail Site that are listed as Protected Trees in Article VI, Section 6-121(j). The inventory will include the following information:
- Trees species – common and scientific name.
 - Location – tree will be identified with a numbered tree tag.
 - Caliper inches for each tree surveyed.
 - Additional notes about tree health and number of trunks.
- An Excel spreadsheet and a GPS file will be provided including a summary of all the information collected on the inventoried trees at the Timber Creek Trail Site.
- Nationwide Permit 14 Preconstruction Notification and Mitigation Plan (if necessary) If necessary, VRX shall provide TBG with an NWP 14 PCN, including the following, as appropriate:
- The purpose of, and need for, the project.
 - A delineation, proposed determination, and characterization of wetlands and other WOTUS, and a description of the project’s likely impacts on the aquatic environment, including a brief characterization of each impact to WOTUS.
 - Maps clearly showing all known temporary and permanent elements of the project.
 - Detailed plan, profile, and cross-section views of all work (with ordinary high-water mark or wetland boundary shown)
 - A written discussion of alternatives considered and rationale for selected alternative.
 - An assessment of the adverse and/or beneficial effects of the proposed project.
 - Documentation that the amount of area impacted is the minimum necessary to accomplish the project, anticipated impacts due to changes in preconstruction contours, and documentation that changes would not result in more than minimal adverse impact on the aquatic environment.
 - A discussion of threatened and/or endangered species for the project area.
 - A discussion documenting whether any cultural resources would be affected by, or are in the vicinity of, the permit area. Note, if investigation by an archeologist is required, VRX will request this as additional services and will subcontract this activity.

- Information on hydrology and hydraulics.
- The mitigation plan will include the following, as appropriate:
 - A discussion of the goals and objectives.
 - A discussion of efforts to avoid and minimize impacts to WOTUS.
 - A discussion of the alternatives that were considered for the proposed project.
 - A discussion of the direct and indirect permanent and temporary adverse project impacts to WOTUS both on-site and off-site.
 - A table summarizing the WOTUS impacts.
 - A functional analysis discussion of the WOTUS that would be adversely impacted by the proposed project.
 - Proposed mitigation banking credits.

Assumptions and Exclusions: Environmental Survey Analysis

- To the extent allowed by regulatory agency requirements, the document prepared under this scope will be written in a non-technical, easily readable manner for ease of reading by parties to this agreement.
- This proposal does not include land survey efforts. It is assumed that use of the Trimble GPS equipment will be adequate for delineation purposes.
- Development designs shall be provided in an ArcMap compatible format.
- This proposal assumes that hydrology and hydraulic studies, reports, and associated City or Federal Emergency Management Agency approvals will be provided by TBG.
- TBG will provide a project purpose and need statement sufficient to address USACE permitting needs.
- Compensatory mitigation, if necessary, will be accomplished through the purchase of mitigation bank credits. VRX will prepare a separate scope and fee for permittee-responsible mitigation (e.g., on-site mitigation).
- This proposal assumes the proposed project sites can be authorized under the Nationwide Permit program. A separate scope and fee will be provided if the USACE requires an Individual Permit.
- Archeological studies are not included in this proposal. If required, these services can be provided as additional services.
- This scope assumes a right-of-way width of 50 feet; if additional right-of-way is determined necessary these services will be provided as additional services.
- Notice of right of entry to perform the fieldwork will be provided to VRX by TBG.
- The scope assumes four (4) crossovers of Timber Creek to connect with existing/proposed trails; additional crossovers of Timber Creek would be provided as additional services.

Task Thirteen

Geotechnical Engineering

Description of Services

The purpose of this scope is to investigate the subsurface materials along the proposed trail route. Ten (10) borings (or approximately every 1,000 linear feet) will be drilled to explore the subsurface soil and/or rock conditions along the proposed trail. We propose to drill five (5) test borings to a depth of 15 ft and five (5) borings to a depth of 25 ft. At the completion of drilling operations,

boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. This consultant shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

Deliverables

This study will include the following evaluations:

- Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations.
- Engineering characterization of the subsurface materials encountered.
- Typical foundations suitable for support of the proposed project.
- Data required for design of typical foundation systems for the project.
- Concrete pavement sections for the planned trails.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, trails and possible construction problems reasonably to be expected.

Task Fourteen

TDLR/TAS Review

Description of Services

TBG will submit for TDLR/TAS review upon completion for the Issue for Construction. TBG will respond to comments generated by the initial submittal to the Registered Accessibility Consultant (RAS).

Task Fifteen

H&H Modeling

Efforts within this task may include:

- This study will utilize existing hydrologic and hydraulic models obtained from the City of Lewisville. It appears that work will be done within the FEMA regulatory floodway. Walter

P Moore will perform an impact analysis to confirm that the proposed trail does not create an increase in water surface elevation.

- _ Hydrologic calculations will be performed as a part of this analysis. It is assumed that the City's models include fully developed conditions discharges and that the change in impervious cover due to the proposed improvements will not result in a change in hydrologic discharge.
- _ Hydraulic Data Collection
 - o Coordinate with the City of Lewisville to obtain FEMA effective hydraulic models and fully developed conditions discharges for Timber Creek and Timber Creek Tributary 2. WPM will obtain and review hydrologic and hydraulic models in the vicinity of the project site.
 - o Perform reconnaissance of the site to better understand the physical characteristics of the site and to modify parameters as needed affecting the hydrologic and hydraulic analyses in the vicinity of the project.
 - o Obtain and review site data including aerial photos and LiDAR data, and field survey information for use in the analysis.
- Data collection and review of environmental systems data, hydrologic, and hydraulic models, utility as-builts.
- Delineation of sub-watersheds and discharge points into Timber Creek along trail alignment.

Task Sixteen

Adjacent Landowner Meeting

Description of Services

After the Community Engagement phase identifies key stakeholders, additional meeting may be required for some of the adjacent landowners. For purposes of this project, we understand that these meetings can be either in person, or virtually web based. It will be the responsibility of the Client to distribute appropriate invitations, but the process will be operated and managed by the design team.

Efforts within this task may include:

- Project team will synthesize Discovery Phase data and meet with City Officials and the Project team to establish expectations
- Host individual stakeholder meetings to cover pertinent information
- Engagement meetings will provide opportunities for these individual voices will be heard on a 1 on 1 basis
- Provide visual aids to create opportunities for stakeholders to communicate their desires of the project
- These will be held on an As Needed, and individual basis

Deliverables

- Create visual aids to facilitate stakeholder feedback
- Stakeholder Engagement report/summary
- Host individual meetings with key adjacent landowners, as identified by the design team and the City officials, maximum of three (3) meetings, either in person or virtually on the web

Task Seventeen

Reimbursables

Description of Services

The following costs shall be reimbursed at cost plus ten percent and are estimated below in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- PlanGrid charges

TBG Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - _ Legal descriptions of property if not able to be acquired via site survey
 - _ Traffic Impact Analysis if required or not able to be acquired by civil engineer
- TBG understands that the Project will be delivered as two (2) construction document package (Phase E and F). Client understands and agrees that division of documents into multiple phases or releases beyond this understanding will result in compensation for additional services.
- TBG understands that this project will be developed and delivered within an AutoCAD format and platform.
- This proposal includes design fees for irrigation design based on water supply from a domestic city source.
- No fees for additional consultants beyond the descriptions above have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- The following engineering tasks are not included in our Scope of Services:
 - _ Civil engineering of roads, parking and site utilities

- _ Structural engineering for any features beyond required retaining walls, lighting foundation, and trail reinforcing.
- _ Architectural, MEP and structural services for site buildings, if any
- _ Aquatic, MEP, or structural services associated w/ fountain features.
- Client’s contractor will lead and manage the building permits submittal and may include documentation or designs by TBG for the site and terrace amenity development.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG will not perform work associated with major redesign value engineering tasks due to non-comprehensive or “plug” number CM @ Risk pricing resulting in budget overruns.
- TBG will not provide as-built documentation. Following construction, an as-built model may be obtained by the City of Lewisville for engineering related scope items. If requested in writing, Walter P Moore will prepare and process a Letter of Map Revision request on behalf of the City of Lewisville. This effort is excluded from this contract and may be performed as Additional Services or a Contract Modification upon completion of trail construction.
- TBG will not participate in zoning efforts.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.
- Additional modifications or iterations of hydraulic models in excess of 4 total configurations will be considered Additional Services and will be measured and paid at hourly rates provided in the compensation section of this agreement.
- Cost for bid advertisement(s) are excluded, and will be provided by the client.

Budget

TBG will work with the Client and Design Team in preparing and managing the development budget related to TBG’s work, starting at schematic design. TBG will only proceed with each subsequent task of service upon receipt of Client’s authorization, based upon design documents prepared budget. TBG will maintain conformance of all documents with the budget within each task of service to the best of their ability.

TBG has assumed a construction budget of **\$2,942,500** for the Scope of Services identified above. This assumes a linear trail length of approximately 7,750 feet w/ an average construction budget of approximately \$380 per foot. Should the budget be reduced or increased in excess of 10% between the time of completion of schematic design and construction documents, TBG will be entitled to compensation for the Additional Services involved.

Landscape Type	Measure	Unit Cost		Probable Construction Cost
01_ Trail and associated demo	7,750	110	\$	852,500
02_ Earthwork, erosion control, tree protection, drainage	16,000	10	\$	160,000
03_ Retaining walls	3,000	200	\$	600,000
04_ Bridges	2	100,000	\$	200,000
05_ Specialty pavement conditions	1	30,000	\$	30,000

06_ Landscape	200,000	2	\$	400,000
07_ Lighting	1	50,000	\$	50,000
08_ Furnishings and wayfinding	1	50,000	\$	50,000
09_ General conditions, overhead & profit	1	300,000	\$	300,000
10_ 10% Contingency	1	300,000	\$	300,000

Probable Construction Estimate *2020 dollar **\$ 2,942,500**

III. COMPENSATION.

Fees for Professional Services. The total fee for services provided under this Agreement shall not exceed \$418,000.00.

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

Task	Description	Fee	Fee Basis
Discovery			
Task One	Project Management	\$ 13,000	Lump Sum
Task Two	Site Inventory and Analysis	\$ 25,000	Lump Sum
Task Three	Program Assessment and Analysis	\$ 6,000	Lump Sum
Task Four	Community Engagement	\$ 7,000	Lump Sum
Development			
Task Five	Schematic Design	\$ 59,500	Lump Sum
Task Six	Design Development	\$ 70,000	Lump Sum
Task Seven	Construction Documentation	\$ 75,000	Lump Sum
Delivery			
Task Eight	Bidding and Negotiation Assistance	\$ 4,000	Lump Sum
Task Nine	Pre-Construction Services	\$ 15,000	Lump Sum
Task Ten	Construction Observation	\$ 25,000	Lump Sum

Design Team Scope of Services Total Fees **\$ 299,500**

Special Services

Task Eleven: Preliminary Lidar Topographic Survey	\$ 8,750	Lump Sum
Final Topographic and Boundary Survey	\$ 43,500	Lump Sum
Task Twelve: Environmental Survey Analysis	\$ 25,300	Lump Sum
Task Thirteen: Geotechnical Survey	\$ 13,200	Lump Sum
Task Fourteen: TDLR/TAS Review	\$ 2,000	T&M
Task Fifteen: H&H Modeling	\$ 7,750	Lump Sum
Task Sixteen: Adjacent Landowner Meeting (per meeting)	\$ 2,000	T&M
Task Seventeen: Reimbursables	\$ 16,000	T&M

Note: The Total TBG Scope of Services fee includes fees for landscape architectural, civil engineering, structural engineering, and environmental engineering services only as describe herein. This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee.

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, are not included in the Total TBG Scope of Services Fee.

TBG Hourly Rates

Level	Hourly Rate
Staff 1	\$ 50-60
Staff 2	\$ 65-85
Staff 3	\$ 90-110
Staff 4	\$ 115-140
Staff 5	\$ 145-250

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.

IV. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “B”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

V. REUSE OF DOCUMENTS. All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

VI. OWNERSHIP OF DOCUMENTS. Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

VII. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VIII. TIME OF COMPLETION. The Consultant agrees to perform the services in accordance with the schedule outlined in this section, to the extent over which the Consultant has control.

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written

acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

Schedule Assumptions

Task	Description	Time	Units
Discovery			
Task One	Project Management	Consecutive w/ Task 2-7	
Task Two	Site Inventory and Analysis	4	Weeks
Task Three	Program Assessment and Analysis	4	Weeks
Task Four	Community Engagement	2	Weeks
Development			
Task Five	Schematic Design	10	Weeks
Task Six	Design Development	8	Weeks
Task Seven	Construction Documentation	10	Weeks
Delivery			
Task Eight	Bidding and Negotiation Assistance	4	Weeks
Task Nine	Pre-Construction Services	Consecutive w/ Task 10	
Task Ten	Construction Observation	36	Weeks
Total TBG Time		78	Weeks

IX. TERMINATION. This Agreement may be terminated without cause at any time prior to completion of the Consultant’s services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.

X. INDEPENDENT CONTRACTOR. Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the services. No term or provision herein or act of the City shall be construed as changing that status.

XI. CONFIDENTIAL INFORMATION. To the extent allowed by law, the City will safeguard and keep from release any documents marked “proprietary” or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.

XII. GOVERNING LAW AND VENUE. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

- XIII. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XIV. PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- XV. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XVI. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XVII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and

the Consultant.

XVIII. DISCLOSURE. Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

XIX. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

XX. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

XXI. PERFORMANCE: In compliance with Texas Local Government Code 271.904, the Consultant agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the schedule as referenced in Section VIII of this Agreement.


XXII. ENTIRE AGREEMENT: This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

XXIII. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS

Approved by the Lewisville City

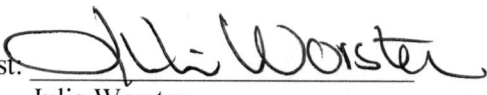
Council 6-7-2021

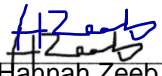
By: 
Donna Barron, City Manager

Date: 6-9-2021

By: 
Seth Atwell, RLA, TBG Partners Principal

Date: 05.10.2021

Attest: 
Julie Worster

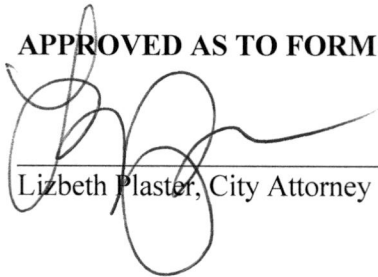
Attest: 
Hannah Zeeb
Hannah Zeeb

CITY OF LEWISVILLE

151 West Church Street

Lewisville, Texas 75057

APPROVED AS TO FORM:


Lizbeth Plaster, City Attorney

ATTACHMENT A
INSURANCE REQUIREMENTS
ENGINEERING/ARCHITECTURE PROJECTS

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability and/or Errors and Omissions Insurance.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages except Professional Liability
Each insurance policy required by this exhibit except Professional Liability shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects)
“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

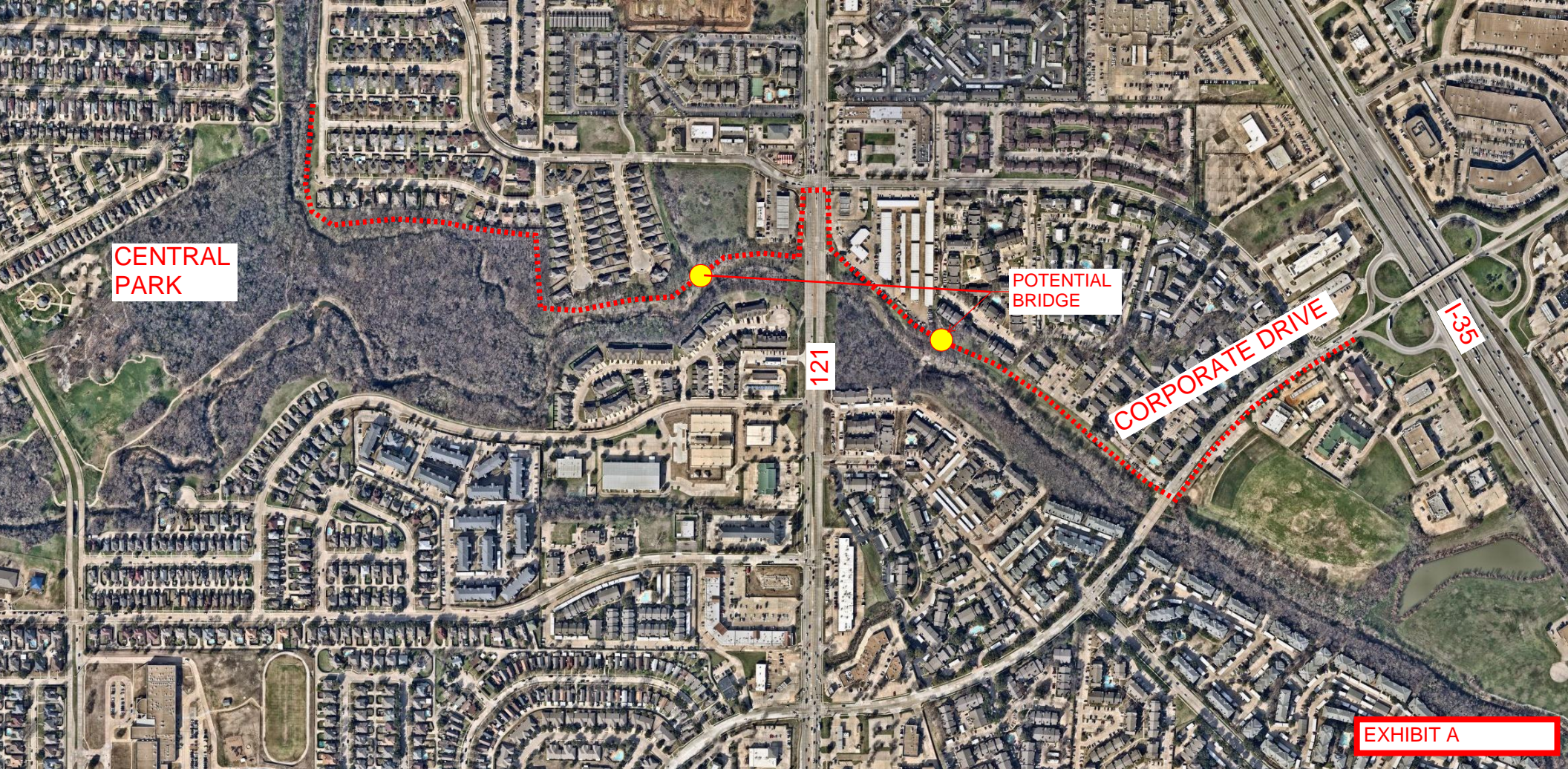
F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT

INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.



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EXHIBIT A

AMENDMENT #1
TIMBER CREEK TRAIL

The Professional Services Agreement approved by City Council on June 7, 2021 between the City of Lewisville and TBG Partners is being amended to include additional services for the environmental survey at Timber Creek Trail. The original agreement amount is \$418,000. The agreement is being amended to include \$13,010 for additional services. For more complete information, see Amendment #1.

Both parties agree that there will be no additional changes to the terms of the agreement other than the contract amount.


CITY OF LEWISVILLE, TEXAS

BY 

Stacie Anaya

Director of Parks & Recreation

TBG PARTNERS

BY 

Seth Atwell, RLA

TBG Partners Principal

DATE: 2/28/22

DATE: 02.28.2022

(ORIGINAL CONTRACT ATTACHED)