

PROFESSIONAL SERVICES AGREEMENT
for
Lewisville IH 35 Green Ribbon Program

The City of Lewisville, Texas (the “City”), hereby engages Kimley-Horn and Associates, Inc. (the “Consultant”), to perform professional services in connection with Lewisville IH 35 Green Ribbon Program (the “Project”).

I. PROJECT. The Project is described as follows:

The City has requested Kimley-Horn (the Consultant) to provide professional services for preparation of construction documents and construction phase services for The City of Lewisville IH35 Green Ribbon Program Project including two-tiered interchanges at Location 1 (IH35 and Valley Ridge Boulevard) and Location 2 (121 Business and E. Round Grove Road). The services will include landscape design and irrigation design for landscaping within the limits of the project as shown on the attached “Exhibit A.”

The scope of work is within the noted limits of work in “Exhibit A.” The Consultant understands the project construction cost will be federally funded and will be programmed by TxDOT, and will follow the TxDOT Design Review Process and follow Local Government Project Procedures (LGPP).

II. SCOPE OF SERVICES.

The tasks outlined below are the professional services to be provided by the Consultant. The scope of services described for the tasks will be completed for the lump-sum fee indicated.

Task 1 - Project Meetings and Design Coordination

This effort included in this task related to project meetings and design coordination for the Construction Plans:

- Project Kickoff Meeting (One Meeting) - The Consultant will conduct a kick-off meeting to discuss our understanding of the project, the project schedule, scope, City and communication methods, and to receive data from the City of Lewisville.
- TxDOT coordination including correspondence with TxDOT Local District, Submittal (60%,90%) and TxDOT review response letters.
- Prepare for and attend City plan review meetings-(60%, 90%) – two (2) meetings total
- Prepare communication, correspondence and coordination with the City. The Consultant anticipates 1 hour a week for project communication (emails, phone calls, meetings, project updates/clarifications).
- Prepare and email monthly progress reports and project correspondence to project team.
- Prepare monthly invoices and invoice summary per DOT standards.
- Prepare project schedule and update throughout design for the City.

This task includes up to 98 hours of Consultant effort.

Task 2 – Survey

The Consultant will prepare a topographic survey for the project limits, as the limits are indicated on the attached “Exhibit A” for the purpose of preparing landscape plans. This task includes the following:

- Locate Texas811 marks. Consultant to request Texas811 markings.
- Locate existing trees and outline limits of existing landscape areas.
- The Consultant will prepare a topographic survey for the subject limits, as indicated on the attached “Exhibit A” for the purpose of preparing landscape plans. The Consultant will survey existing curb and gutter for the proposed planting areas including two-tiered interchange at Location 1 IH35 and Valley Ridge Boulevard and Location 2 121 Business and E. Round Grove Road, and will include guardrails, fencing, traffic poles, light poles, signs, and other observed above ground physical features.
- The Consultant will prepare an electronic map showing existing contour lines at 1’ intervals based on a nominal 50’ grid system, along with major grade breaks.
- Visible evidence of utilities, including water valves, storm inlets, sewer cleanouts, electrical lines, telephone lines and gas lines will be located. This task does not include subsurface utility locations.
- The Consultant will set minimum 4 on-site bench marks in close proximity to each interchange.
- Deliverable will be topo files for inhouse CONSULTANT design. Survey scope does not include drafting formal deliverable to TxDOT or City standards.

This task also assumes the following:

- No boundary included.
- Need to tie to TxDOT control. CONSULTANT to provide control sheets.
- No need for measure downs.
- Level B SUE not included or anticipated due.

This task includes up to 142 hours of Consultant effort.

Task 3 – Construction Documents

The Consultant will prepare the landscape construction plans, in general accordance with the approved City of Lewisville IH35 Green Ribbon Program Project concept prepared in June 2018 – see attached “Exhibit A.” The construction plans will provide locations of landscape improvements, planting details, irrigation plans and details, and specification. This task includes plan sets and submittals as follows:

30% Submittal

Based on survey information provided and building on the conceptual exhibits provide for application, the Consultant will prepare 30% plans to include:

- Identify locations for landscape and irrigation areas.
- Identify trees for protection
- Perform project quantity takeoff and develop construction cost projections using the TxDOT Estimate Spreadsheet in accordance with TxDOT requirements (No Lump Sum Items).
- Prepare project schedule/timeline based on TxDOT review schedule.
- Circulate to the City for review and comment.
- Conduct one review meeting with the City to solicit review comments

60% Submittal

- Further develop Landscape Plans and Details for the medians showing new plant material locations as they relate to the medians. Included in these sheets will be a planting schedule specifying recommended plant species and details illustrating recommended installation methods and requirements.
- Develop irrigation Plans and Details for the proposed landscape improvements as necessary showing irrigation zone type, pipe sizing and Controller/Valve locations, water and electrical service and standard details. These plans will show sufficient detail for construction and will be prepared to conform to published City and TxDOT requirements.
- Compile applicable City standard details and TxDOT standard details necessary for design. Modify standard details as needed.
- Revise project schedule/timeline based on TxDOT review schedule.
- Develop final construction cost projections / estimate.
- Submit three (3) 11”X17” set drawings and .pdf set to the City for review and comment.
- Address City Comments and re-submit two (2) 11”X17” set drawings and .pdf set to the TxDOT Local District Office for review and comment.
- Conduct 60% PS&E comment review meeting with TxDOT Local District Office to solicit review comments and discuss the approach to addressing comments.
- Address 60% PS&E comments and prepare TxDOT Response Letter.

The 60% Submittal (11”X17” plan sheets) including:

- TxDOT Standard Cover/Index
- Project Control
- Tree Protection
- Quantity Summary Sheets
- Project Layout
- SWPP
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Details Sheets

- Opinion of probable construction cost / estimate
- General Notes

90% Submittal

- Submit three (3) 11”X17” set drawings and .pdf set to the City for review and comment.
- Address City comments, prepare comment response letter and re-submit two (2) 11”X17” set drawings and .pdf set to the TxDOT District Office for review and comment
- Conduct 90% PS&E comment review meeting with TxDOT District Office to solicit review comments and discuss the approach to addressing comment.
- Address TxDOT Area Office comments and resubmit three (3) 11”X17” set drawings and .pdf set to the City for review and comment

The 90% Submittal (11”X17” plan sheets) including:

- TxDOT Standard Cover/Index
- Project Control
- Quantity Summary Sheets
- Project Layout
- SWPP
- Tree Protection
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Details Sheets
- Opinion of probable construction cost / estimate
- General Notes
- Prepare draft project manual

100% Submittal

- Incorporate the final design submittal review comments and prepare comment response letter.
- Prepare final project manual, including:
 - City of Lewisville
 - Notice to bidders
 - Special instructions to bidders
 - Bid form
 - Standard construction contract
 - Performance Bond
 - Payment Bond
 - Maintenance Bond
 - Certificate of insurance
 - General conditions
 - Special provisions

- Technical specifications
- LGPP required forms
- Submit two (2) 11”X17” set drawings and .pdf set of plans and specifications to the City.
- Submit final opinion of probable construction cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represents its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinion of cost.

This task includes up to 351 hours of Consultant effort.

Subsequent modifications resulting from material site plan changes directed by the City or their representatives will be billed to the City as additional service.

Task 4 – Environmental TxDOT Categorical Exclusion

Modifications to TxDOT right-of-way and/or TxDOT funding as part of the proposed project are anticipated to trigger compliance with the National Environmental Policy Act (NEPA), as implemented and reviewed by TxDOT. The anticipated level of NEPA documentation and analysis is a Categorical Exclusion (CE). Categorically excluded projects cannot cause any significant impacts to any natural, cultural, recreational, historic, or other resources and no unusual circumstances may occur that would preclude the project from being categorically excluded. Consultant will perform and document a CE for each project as presented below.

This task includes up to 64 hours of Consultant effort.

Scoping Assessment

This subtask is intended to assist the City in securing the appropriate scope determination from TxDOT for the proposed project. Consultant will do the following to complete the scoping assessment:

- Organize a kickoff call with TxDOT and the City for a project kick-off to review project and schedule.
- Complete appropriate TxDOT District-specific scoping documentation/forms to identify required actions that need to be entered into TxDOT’s ECOS. The outcome of completed scoping documentation/forms form will determine which specific studies, technical reports, and coordination will be required. TxDOT Environmental subject matter experts and TxDOT District staff reserve the right to make project level decisions regarding required actions and/or findings generated by the completed scoping documentation/forms.
- The SDT will be submitted to TxDOT for review and comment prior to initiating required studies and technical reports.

Site Visit

Consultant will perform a reconnaissance of the site to collect appropriate data pertaining to items to be further assessed as required by TxDOT upon approval of the scope.

Studies, Reports, and Coordination

As determined by the results of the Scoping Assessment, Consultant will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. Consultant will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate and required by TxDOT. Studies will be performed in accordance with TxDOT guidelines and will follow TxDOT toolkits. Based on limited project information and in the absence of scope determination from TxDOT, Consultant anticipates performing the following at a minimum:

- Species Analysis and Tier I Site Assessment Form
- Surface Water Analysis

Other potential studies that may be required and are included as part of this scope of work include:

- HazMat Initial Site Assessment (ISA)
- Archeological Background Study

Studies excluded, and not anticipated to be required for the proposed project include:

- Noise modeling
- Air quality modeling/monitoring
- Aquatic resources delineation
- Threatened and endangered species survey
- Cultural resources survey

If these studies (or others) are required, additional fees may apply.

Task 5 – Bidding

The Consultant will assist the City during the bidding phase. Consultant will:

- Provide one (1) set of .pdf files final plans and specifications to the City. Submittal shall include the following: Final plans, final contract documents, and final opinion of probable construction cost /estimate.
- Print up to ten (10) 11”X17” plan sets and specifications for potential bidders upon authorization by the City.
- Furnishing additional copies of review documents and/or bid documents in excess of the number of the same identified above will be considered as Additional Services.
- Prepare the advertisement for bids and bid documents upon letter of authorization from TxDOT.

- Prepare for and conduct a pre-bid meeting and answer appropriate questions from the bidders.
- Issue addenda in response to bidder's requests for information.
- Selection of any contractor shall be the sole responsibility of the City.

This task includes up to 34 hours of the Consultant effort.

Task 6 – Construction Contract Administration

The Consultant will assist the City during the construction phase. Consultant will:

- Review shop drawings. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Document. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequence, schedules, or procedures of construction or to related safety precautions and programs.
- Attend one (1) pre-construction meeting. Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- Response to contractor RFI's. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variation from the Contract Documents will be mad by the City.
- Site visits as requested by the City – four (4) total. Consultant will make visits at intervals as directed by City or observe the progress of the Work. Such visit and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep City informed of the general progress of the Work. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsible for the means, methods, techniques, equipment choice and usage, sequence, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incidents to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Final walk-through. Consultant will conduct a final site visit to determine if the completed Work of Contractor's is generally in accordance with the Contract Documents to the best of

Consultant’s knowledge, information, and belief based on the extend of its services and based upon information provided to Consultant upon which it is entitled to rely.

This task includes up to 48 hours of the Consultant effort.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. The Consultant is available to provide, but has excluded from this scope of services crosswalk design, design of amenities including, but not limited to project signage, signals, safety devices, and specialty paving, and preparation of color renderings.

Schedule

Consultant will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

III. COMPENSATION.

Consultant will perform the services in Tasks 1-5 for the total lump sum fee subtotal below, and the services in Task 6 as requested by the City at an hourly rate of, as provided in the fee schedule attached hereto as Exhibit “D”. Individual task amounts are information only. All permitting, application, and similar project fees will be paid directly by the City. The total fee for the services outlined in this Agreement shall not exceed the total listed in the chart below.

Task	Fee Type	Fee
Task I – Project Meetings and Design Coordination	Lump Sum	\$23,700.00
Task II – Survey	Lump Sum	\$39,000.00
Task III – Construction Documents	Lump Sum	\$58,000.00
Task IV – Environmental TxDOT Categorical Exclusion	Lump Sum	\$17,600.00
Task V – Bidding	Lump Sum	\$7,200.00
Subtotal	Lump Sum	\$145,500.00
Task VI– Construction Contract Administration	Hourly	\$9,500.00
Total		\$155,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of service performed.

Labor fee will be billed on an hourly basis according to Consultant’s then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor will fee will be added to each invoice to cover certain supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the City

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 Exhibit “C”. 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.** A project schedule, shown in Exhibit "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- 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, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (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, Contractor 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 Contractor 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. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

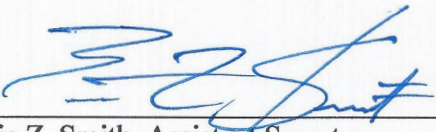
CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Donna Barron, City Manager


Date: _____

Attest: _____
Julie Worster

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Eric Z. Smith, Assistant Secretary

Date: 11-09-2020

Attest:  _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

EXHIBIT A
City of Lewisville IH35 Green Ribbon Program Project Concept

EXHIBIT B
Project Schedule

EXHIBIT C
Insurance Requirements

EXHIBIT D
Fee Schedule