

PROFESSIONAL SERVICES AGREEMENT
for
26-91-PSA Timber Creek Acres Park Erosion Conceptual Design

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages Halff Associates, Inc., a Texas Corporation (the “Consultant”), to perform professional services in connection with the concept development for streambank improvements at multiple locations along Timber Creek near S. Valley Parkway and Timber Creek Acres Park. (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

1. PROJECT. The Project is described as follows:

The Project includes conceptual design services for streambank improvements at multiple locations along Timber Creek near S. Valley Parkway and Timber Creek Acres Park. The proposed bank stabilization improvements are located along a 1400 linear foot reach of Timber Creek and range in length from approximately 200 linear feet to 300 linear feet. Design also includes options to realign the 27-inch vitrified clay sanitary sewer pipe adjacent to S. Valley Parkway away from the channel banks. The scope of work includes CCTV and sanitary sewer condition assessment, surveying, geotechnical, environmental services, and preparation of conceptual designs and estimates.

2. SCOPE OF SERVICES.

- A. **Sanitary Sewer CCTV and Condition Assessment:** Engage the services of Ace Pipe Cleaning to perform sanitary sewer CCTV inspections. Review the findings to provide an assessment of the condition of the sanitary sewer and any recommended actions.
- B. **Topographic Surveys:** Topographic surveys along Timber Creek for the proposed improvements
- C. **Site Investigation:** On-site review of the site to confirm topographic survey and become familiar with the main features of the sites.
- D. **Geotechnical Investigation:** Engage the services of CMJ Engineering, Inc. to perform subsurface borings to provide general geotechnical information needed for concept design development.
- E. **Conceptual Design:** Preparation of Conceptual Designs suitable for review, and city meetings.
- F. **Environmental Documentation:** Tree survey and delineation of waters of the U.S. as well as the preparation of a memorandum.

A more detailed description of services is contained in the Consultant’s Proposal - Attachment “B.”

3. **PRIORITY OF DOCUMENTS.** The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:

- A. This Agreement
- B. The City's Insurance Requirements, attached hereto as Attachment "A"
- C. The Consultant's Proposal, attached hereto as Attachment "B"

To the extent that any attachment is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Attachment "A", followed by Attachment "B" shall prevail in the order listed. **Any preprinted or standard terms and conditions or conditions of sale incorporated into Attachment "B" by reference are hereby declared void by agreement of the Parties.**

4. **COMPENSATION.** The total fee for services provided under this Agreement shall not exceed \$239,412.67.

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.

5. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the Agreement, in accordance with Attachment "A". 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. Certificates of insurance must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
6. **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, in writing, by the City and the Consultant.
7. **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.

8. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, 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, OR SUBCONSULTANT) 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.**
9. **EFFECTIVE DATE; TIME OF COMPLETION.** The effective date of this Agreement shall be the date upon which it is executed by a duly authorized representative of both Parties. A project schedule, shown in Attachment "B" is hereby included in this Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control. Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The City's authorized department contract representative and the Purchasing Manager or their designee may approve changes to the schedule set forth in Attachment "B"-Project Schedule, so long as the date of final completion of the Project does not extend more than one year past the date the City issues the Notice to Proceed as set forth in Attachment "B" – Project Schedule.
10. **TERMINATION.** This Agreement may be terminated with or 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 6, 7 and 8 above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.

11. **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.
12. **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 work and Services. No term or provision herein or act of the City shall be construed as changing that status.
13. **ADVERTISING.** Consultant shall not advertise or publish, without the City’s prior written consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
14. **NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Consultant, to: Halff Associates, Inc.
Attn: Levi Hein, PE, CFM, Associate Vice President
2601 Meacham Boulevard, Suite 600
Fort Worth, TX 76137

With copy to: Halff Associates, Inc.
Attn: Legal Department
2380 Performance Drive, Bldg. C, Suite 150
Richardson, TX 75082
Email: Legalhelp@halff.com

If to City, to: City of Lewisville
Engineering Department
Attn: Jeff Kelly, PE, CFM
151 W. Church Street
Lewisville, Texas 75057

15. **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.

16. **GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
17. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
18. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
19. **PROTECTION OF RESIDENT WORKERS.** The City 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 Agreement 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 Agreement. The audit will be at the City's expense.
20. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City 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 Agreement 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 the Agreement 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.
21. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

22. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** 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 respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer this Agreement or its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
23. **REPRESENTATIONS.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
24. **MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
25. **FORCE MAJEURE.** If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.
26. **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 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 no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City 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. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding their 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 to comply with the filing requirements of Chapter 176.

27. PRESERVATION OF CONTRACTING INFORMATION. In accordance with Section 552.372 of the Texas Government Code, if this Agreement has a stated expenditure of, or will result in the expenditure during the City's fiscal year of, at least one million dollars (\$1,000,000.00) in public funds for the purchase of goods or services by the City, the Consultant shall:

- A.** preserve all contracting information related to this Agreement for the duration of this Agreement;
- B.** promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Consultant on request of the City; and
- C.** on completion of this Agreement, either:
 - i.** provide at no cost to the City all contracting information related to this Agreement that is in the custody or possession of the Consultant, or
 - ii.** preserve the contracting information related to this Agreement as follows:
 - a.** construction projects: permanently
 - b.** all other projects: four (4) years following completion of the Agreement.

For the purposes of this section, "contracting information" shall have the meaning given in Section 552.003 of the Texas Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

28. 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.

29. 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. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

- 30. TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

- 31. TEXAS GOVERNMENT CODE CHAPTER 2275.** Pursuant to Texas Government Code Chapter 2275, Consultant verifies it is not:

- (a) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (i) individuals who are citizens of China, Iran, North Korea, Russia, or other designated country, as that term is defined in Texas Government Code Section 2275.0101; or
 - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country, as that term is defined in Texas Government Code Section 2275.0101; or
- (b) headquartered in China, Iran, North Korea, Russia, or other designated country.

The City may terminate this Agreement immediately without any further liability if the City determines, in its sole judgment, that Consultant has not provided accurate information in response to this section. This section is not applicable if the Agreement does not grant the Consultant direct or remote access to or control of critical infrastructure as defined in the Texas Government Code section 2275.0101, except as specifically allowed by the City for product warranty and support services.

- 32. TEXAS GOVERNMENT CODE CHAPTER 2276.** Pursuant to Texas Government Code Chapter 2276, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

33. **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.
34. **WAIVER.** Either Party's failure to act with respect to a breach by the other party does not waive its right to act with respect to subsequent or similar breaches. The failure of the Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
35. **SEVERABILITY.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
36. **ENTIRE AGREEMENT; AMENDMENTS.** 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 through a written agreement which has been executed by an authorized representative of both Parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
37. **NO OBLIGATION.** The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by Consultant. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.
38. **CERTIFICATION OF EXECUTION.** The Consultant and the person or persons signing and executing this Agreement on behalf of the Consultant, or representing themselves as signing and executing this Agreement on behalf of the Consultant, do hereby warrant and certify that this Agreement has been approved by appropriate action of the Consultant, and that the person or persons signing and executing this Agreement have been duly authorized by the Consultant to sign and execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all terms and conditions herein set forth.

- 39. CLOSURE.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the _____ day of _____, 2026.

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

CONSULTANT
Halff Associates, Inc.

By: _____
Claire Powell, City Manager

By:  _____
Levi Hein, Associate Vice President

Date: _____

Date: 6/23/2026

Attest: _____
Jennifer Ippolito, City Secretary

Attest:  _____
AUDREY GIESLER KLUMP

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 proposal.

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, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, 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, or subconsultant) 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.

ATTACHMENT “B”

SCOPE OF SERVICES Timber Creek Acres Park Erosion Conceptual Design Lewisville, Texas

I. Project Expectations

- A. Project Understanding: The following is a list of assumptions made by Halff Associates, Inc. (the “Consultant”) for the preparation of the Scope of Services for City of Lewisville, Texas (the “City”). This contract is intended to be amended for design and construction phase services once the conceptual design has been approved.
- i. This scope and fee includes development of conceptual designs for stream restoration and streambank improvements along a reach of Timber Creek where significant erosion has occurred and is now threatening Timber Creek Acres Park and private property. The study reach extends from Valley Parkway to 1091 Corporate Drive along both the east and west banks of Timber Creek, approximately 1,400 LF.
 - ii. The scope of work includes surveying services, geotechnical services, environmental documentation, sanitary sewer condition assessment, hydraulic modeling, and preparation of conceptual designs and estimates.
 - iii. One (1) conceptual design will be prepared for the reach focusing on design concepts for the area specified below and the transition areas between.
 - a. 1809 S. Valley Parkway – along the north bank from the S. Valley Parkway bridge through bend (approximately 350 LF)
 - b. 912 Timber Creek Drive - north bank at TC Acres Park along bend (approximately 350 LF)
 - c. 918 and 920 Timber Creek Drive – along the north bank adjacent to the temporary slope stabilization measures (approximately 200 LF)
 - d. 1097 W. Corporate Drive – along the south bank adjacent to the amenity pond (approximately 200 LF)
 - e. 1811 S. Valley Parkway – along the south bank from the S. Valley Parkway bridge through bend (approximately 250 LF)
 - iv. The project sites are located on both City property and private property. Private property access will be needed. It is assumed that the City will coordinate all rights of entry (ROE).
 - v. Halff will utilize the existing hydraulic model of Timber Creek that extends through the study area. The hydraulic parameters derived from this study and the FEMA current effective model will be used for the conceptual design of bank stabilization measures.

II. Task 001 - Project Management

A. Internal Team Meetings

The Consultant will conduct internal team meetings as required by the project. The internal team meetings will include internal coordination of project processes, program items and schedules.

B. External Meetings

i. Kickoff Meeting

The Consultant will conduct a kickoff meeting (in-person) with the City of Lewisville, Texas (Client) to confirm the projects goals and objectives and project schedule. Notes will be taken by the Consultant at this meeting to record items discussed and decisions made and will be delivered in digital format to the City.

ii. Review Meeting

The Consultant will conduct a review meeting with City staff members after preliminary concept development. Notes will be taken by The Consultant to record items discussed and decisions made. Minutes will be delivered in digital format to the City.

C. Project Management

Project management activities include managing personnel, managing invoicing, coordination with the City virtually and/or phone calls, managing printing of deliverables and overseeing the quality control process.

Product – The Consultant shall provide the following Deliverables

1. Kickoff Meeting agenda
2. Meeting Minutes

Meetings - Two (02) meetings

Client Action Items - City shall complete the following action items

1. Provide list of staff to attend meetings
2. Provide place for in-person meetings

III. Task 002 – Data Collection

A. Topographic Survey

The Consultant will prepare a survey request to facilitate the limited topographical survey as described in Task 005 Special Services.

B. Site Investigation

After preparation of the base plan the Consultant will conduct a review of the site to document changes in site conditions since the Timber Creek Erosion Master Plan field

assessments were performed. The site investigation will also confirm all existing elements and features have been included in the topographic survey. Photographic documentation and field notes will be provided to the City upon request.

C. Sanitary Sewer Condition Assessment

The Consultant will manage the pipe condition assessment effort and data analysis for approximately 400 linear feet of vitrified clay sanitary sewer pipe (10- and 27-inch diameter), including evaluation and recommendations based on the data collected. This task includes:

- i. Subconsultant coordination
- ii. Traffic control plan (TCP) submitted to City Streets Permitting for City approval prior to inspection.
- iii. Data QAQC
- iv. Linear referencing into GIS
- v. Review and make recommendations for high priority repairs

Closed Circuit Television (CCTV) inspection will be conducted as outlined under Task 005 Special Services.

D. Review Relevant Documents & Studies

The Consultant shall review reports, studies and documents that are relevant to the conceptual design. This may include:

- i. Available current effective hydrology and hydraulics data
- ii. Available surface and sub-surface utilities
- iii. Available construction plans for paving, drainage, and utilities within the project area
- iv. Easements
- v. Locally adjacent parks and trail plans as available
- vi. City Unified Development Code for plant/tree species and tree mitigation criteria
- vii. TxDOT Bridge Inspection Reports

Product – The Consultant shall provide the following Deliverables

1. Recommendations dashboard – excel product with pipes evaluated and recommendations for corrective action (Condition Assessment)
2. Brief technical memorandum (Condition Assessment)
3. Video files on the CCTV inspection of the existing sanitary sewer piping.

Meetings – None

Client Action Items - City shall complete the following action items

1. Provide GIS data to include in topographic survey

2. Provide as-builts or record drawings for paving, drainage, and utilities within the project area

IV. Task 003 – Hydraulic Modeling

A. Preliminary Hydraulic Analysis

The Consultant will use the USACE HEC-RAS software to determine surface water elevations and channel velocities for the frequency storm events. The hydraulic study will be truncated from the current effective existing model.

- i. The Consultant will use the FEMA effective model as the baseline conditions for hydraulic analysis. The Consultant will develop revised existing conditions HEC-RAS hydraulic models for the study limits above by incorporating best available LiDAR data, as-built structure data, and field survey cross-sections.
- ii. Boundary conditions to analyze the improvements will be based on the effective FEMA hydraulic model (normal depth).
- iii. The Consultant will develop proposed conditions HEC-RAS models by incorporating the developed design into the revised existing conditions HEC-RAS geometry and confirm the project meets the floodplain development requirements.
- iv. The Consultant will execute revised existing and proposed conditions flood profiles and floodway based on current effective hydrology for the 2-, 10-, 25-, 50-, 100-, and 500-year storm events. The revised existing and proposed conditions simulations will be the basis to confirm no adverse impacts per local drainage criteria for the City.

The hydraulic modeling will continue to be updated as the design is further developed during future phases amended to this contract. A memorandum outlining the hydraulic analysis, results, and confirming no adverse impacts will be prepared during those future phases.

Product – The Consultant shall provide the following Deliverables

1. Provide revised existing and proposed conditions HEC-RAS models files.

Meetings – None.

Client Action Items - City shall complete the following action items

2. None.

V. Task 004 - Conceptual Design

A. Conceptual Design

The Consultant will evaluate a combination of structural and natural solutions to address the erosion along the study reach. The Consultant will prepare conceptual designs for each of the five (5) abovementioned areas showing the limits of proposed bank stabilization improvements and realignment and replacement of approximately 350 linear feet of existing 27-inch VCP sanitary sewer.

The conceptual designs will provide the details necessary to help communicate the approach and vision for the implementing proposed improvements. The proposed improvements and project elements will be located in a plan set that may include:

- i. Cover sheet with pertinent project information
- ii. Aerial background
- iii. Topographic survey, existing contours, and existing right-of-way
- iv. Proposed bank stabilization improvements
 - a) Typical sections
 - b) Proposed grades
 - c) Proposed stabilization measures (benching, gabion, rock riprap, etc.)
- v. Tree Removals
- vi. Sanitary Sewer Plan & Profile

The Consultant will present the preliminary conceptual design to the City for review. Notes will be taken during this review meeting to record items discussed and decisions made during this meeting and delivered to the City in digital PDF format.

B. Phasing Plan

The Consultant will prepare a phasing plan with recommendations regarding project implementation in order to meet permitting requirements (USACE and FEMA), stabilize areas with active erosion, and limit the disruption to public facilities.

C. Final Conceptual Designs

Based on comments received during the conceptual design review meeting, modifications will be made to create a final conceptual design.

D. Opinion of Probable Construction Cost

A detailed opinion of probable construction cost will be prepared to accompany the conceptual designs. The opinions of probable construction cost will be updated to accompany the final concept plan.

E. Discussions with Private Property Owners

i. Exhibits

The Consultant will prepare exhibits for the City to use in discussions with private property owners. These exhibits will convey the extent of the proposed conceptual design and potential easement needs.

ii. Meetings

The Consultant will, at the request of the City, attend up to four (4) meetings with the City and private property owners to discuss the proposed conceptual designs.

Product – The Consultant shall provide the following Deliverables

1. PDF electronic copy of the preliminary and final conceptual plans.

2. PDF electronic copy of the preliminary and final conceptual opinion of probable construction cost

Meetings – Five (5) meetings. Reference Task 001.B External Meetings and Task 004.E Discussions with Private Property Owners

Client Action Items - City shall complete the following action items

1. Provide City comments.
2. Set up time and place for preliminary conceptual design review meetings.
3. Set up time and place for discussions with private property owners.

Task 005 – Special Services

A. CCTV – Sanitary Sewer (Ace Pipe Cleaning)

The Consultant will provide CCTV inspection services for approximately 400 linear feet of vitrified clay sanitary sewer pipe (10- and 27-inch diameter).

Perform CCTV inspection and evaluation of approximately 400 linear feet of sanitary sewer mains in accordance with City CCTV specifications. The CCTV inspections will be conducted per the current NASSCO PACP standard, from access point to access point. CCTV inspection will be compatible with standard CCTV management software.

B. Survey

i. Topographic Survey

The Consultant will conduct limited topographical survey for the Project. Horizontal values will be based on Texas State Plane Coordinate System 4202 North Central Texas datum. Vertical values will be referenced to NAVD88 and computing using GEOID 18. The survey will include the following:

- a) Horizontal and Vertical control points established such that all points of construction are within five hundred (500') feet of a control point. Project control will be established using Global Positioning System (GPS) methodology.
- b) Up to twelve (12) channel cross sections will be surveyed along Timber Creek to add detail to existing hydraulic models and accurately reflect existing conditions. Cross sections are limited to top of bank to top of bank for Timber Creek.
- c) Existing property and easement lines.
- d) Finished Floor Elevations (FFE) for:
 - 920 Timber Creek Drive
 - 1809 S. Valley Parkway
 - 924 Timber Creek Drive

ii. Access Point Inspections

The Consultant will perform topside inspections of sanitary sewer access points.

- a) Five (5) access points (manholes) will be inspected using a 'Level 1' topside inspection approach. 'Level 2' MACP inspections with full-descent will not be performed.
- b) 'Level 1' topside inspections will include a XYZ coordinate for the cover, area and downward photos, 360-degree photo within the structure, depth measurement, measurement of incoming and outgoing pipe diameters, and a pole-camera inspection with standardized scoring of the access point.
- c) If additional unmapped access points are located during field inspections, 'Level 1' inspection will be performed, up to three (3) additional access points, for a maximum of eight (8) topside inspections.
- d) This task will provide for management of the access point inspections that are approved by the City. The Consultant will perform and manage the access point inspections, which will include: field mobilization and mapping coordination, field coordination, data receipt, data QA/QC, data referencing into GIS, access point condition scoring (MHCS') in GIS, and preparation of GIS map service layer/database.

C. Geotechnical Investigation (CMJ)

- i. Borings: Provide five (5) borings drilled to a depth of 35 feet below existing grades and spaced to provide general information needed for the design and construction of the project.
- ii. Limited Site Clearing: Light brush clearing to access boring locations and operate equipment safely.
- iii. Laboratory Tests: Laboratory tests will consist of moisture content and soil identification, percent passing #200 sieve, sieve and hydrometer analysis, liquid and plastic limit determinations, unconfined compression tests on soil, direct shear test on soil and groundwater condition.
- iv. Geotechnical Report: Geotechnical report will be provided addressing foundation recommendations for the proposed bank stabilization measures.
 - a) General soil and ground-water conditions
 - b) Gabion foundation type, depth, and allowable loading
 - c) Foundation construction requirements
 - d) Recommended lateral pressures for the design of retaining walls
 - e) Slope stability analysis for existing and proposed conditions

- f) Calculation drive forces due to instability and resisting forces available in soils/shale for lateral restraint and tie backs as necessary for gabion structure
- g) Earthwork recommendations

D. Environmental Documentation

i. Tree Survey

The Consultant will tag, locate, and identify species and caliper size of trees (6-inches or greater) within 20 feet of the top of slope of the north bank along the project corridor.

ii. Aquatic Features Delineation

The USACE regulates under the authority of Section 404 of the Clean Water Act (Section 404), the placement of fill material into waters of the United States and special aquatic sites that include wetlands. The USACE utilizes nationwide permits, regional general permits, or standard individual permits to authorize regulated activities under Section 404.

- a) Jurisdictional Determination/Delineation: The Consultant will perform an Aquatic Resources Delineation in accordance with the USACE 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement (Great Plains Region) as detailed below

The Consultant will perform a desktop review by locating readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, National Hydrography Dataset (NHD), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.

The Consultant will perform a site visit to evaluate the existence and locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed if applicable. The ordinary high-water mark (OHWM) for streams will be identified in the field. Following the site visit, the Consultant will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with sub-meter accuracy.

The Consultant will prepare a memorandum documenting the results of the aquatic resources delineation performed onsite. The memorandum will address the applicable regulatory framework,

describe the assessment methodology, limitations and findings, provide site-specific conclusions and jurisdictional analysis of identified features. The memorandum will also include applicable maps/exhibits, site photographs, and data sheets/forms. If the Client provides the Consultant with a preliminary site plan, the Consultant will overlay the site plan with the results of the aquatic resources delineation (aquatic features onsite) to evaluate potential USACE permitting implications (if any). USACE permitting implications will be discussed with the Client.

This Task does not include consultation with the USACE, including pursuit of a No Permit Required letter, Approved Jurisdictional Determination (AJD), or Department of Army permit; however, the Consultant can assist with these services, if warranted by the Client, for an additional fee.

Product – The Consultant shall provide the following Deliverables

1. Sanitary Sewer CCTV
 - a) GIS layer/database – pipe observations
 - b) CCTV video and photos (delivered with GIS media)
 - c) CCTV inspection report (delivered with GIS media)
2. Electronic copy of the topographic survey (.dwg format)
3. Access Point Inspections
 - a) Table of QA/QC with comments
 - b) GIS layer/database – access point observations
 - c) GIS layer/database – access point scored per ‘MHCS’
 - d) Access point photos (delivered with GIS media)
4. Proposed bore locations exhibit for City review and approval
5. Final Geotechnical Report
6. Electronic copy Tree Survey (.dwg and excel format)
7. PDF electronic copy of the Permitting Assessment (Delineation Memorandum)

Meetings – None.

Client Action Items - City shall complete the following action items

1. Provide property access necessary to complete Special Services tasks (Survey, Geotechnical, Environmental)
2. Review and approve proposed bore locations exhibit

EXCLUSIONS/ADDITIONAL SERVICES
Timber Creek Acres Park Erosion Conceptual Design
Lewisville, Texas

Additional Services not included in the existing Scope of Services – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, the Consultant can provide these services, if needed, upon the City’s written request. Any additional amounts paid to the Consultant because of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services could include the following:

1. Negotiation of easements or property acquisition including appraisals and title research.
2. Any additional entities that are determined to require coordination meetings and tasking during schematic design.
3. Services related to development of the Client’s project financing and/or budget.
4. Services related to bidding, disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
5. Preparation of construction documents beyond conceptual design.
6. Construction related services.
7. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Client.
8. Performance of miscellaneous and supplemental services related to the project as requested by the Client. Permit fees, filing fees, pro-rated fees, impact fees and taxes, and any federal, and/or state regulatory agency review fees.
9. Design of additional gas, telephone, electrical or other utility improvements.
10. Traffic engineering report or studies.
11. Construction staking.
12. Design of existing utility relocations or modifications not specifically detailed above.
13. Attendance of public meeting(s) not specifically detailed above.
14. Any agency or entity permitting coordination not specifically detailed above.
15. Environmental coordination not specifically detailed above.
16. Preparation of a Nationwide Permit Pre-Construction Notification (PCN) or standard individual permit.
17. Preparation of documentation to demonstrate compliance with the Endangered Species Act or National Historic Preservation Act.
18. H&H Exclusions coordination not specifically detailed above.
19. SUE, ROW and Survey coordination not specifically detailed above.
20. FEMA CLOMR/LOMR preparation & submittal.

COMPENSATION
Timber Creek Acres Park Erosion Conceptual Design
Lewisville, Texas

This page defines the basis of compensation to the Consultant for the services rendered.

- I. **Basic Fee Services** – The basic fee for the services as described in Attachment “B” will be **\$172,190.00**, which includes printing, direct costs, and computer charges normally associated with production of these services and reproduction of plans for review purposes.

The basis of compensation for Basic Fee Services shall be as follows:

1. \$13,070.00 Project Management
2. \$18,210.00 Data Collection
3. \$39,240.00 Hydraulic Analysis
4. \$101,670.00 Conceptual Design

Items will be billed lump sum monthly based on percent completion if the design tasks and may include partial payments of the total amounts designated for each of the items.

- II. **Special Services** – The fee for the special services as described in Attachment “B” will be \$67,222.67, which includes printing, direct costs, and computer charges normally associated with production of these services. Special Services will be billed on an hourly not to exceed basis based on the rates included in the Fee Schedule. The following table summarizes the special services fees.

TASK DESCRIPTION	FEE
V.A Sanitary Sewer CCTV	\$4,348.37
V.B Survey	\$24,670.00
V.D Geotechnical Investigation	\$23,924.30
V.E Environmental Documentation	\$14,280.00
TOTAL SPECIAL SERVICES	\$67,222.67

- III. **Miscellaneous Services** – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **\$239,412.67** (two hundred and thirty-nine thousand four hundred twelve dollars and sixty-seven cents.)

PROJECT TASK	Project Manager	QA/QC Manager	PE Senior 12+	PE 7+	EIT 1	CADD Senior	Senior Enviro	Enviro II	Enviro I	GIS Senior Analyst	GIS Junior Analyst	Senior RPLS	RPLS	Survey Manager	SIT	Survey Field Crew 3-man	Clerical	SUB CONSULTANT/ FEMA-FEE	TOTAL
City of Lewisville - Timber Creek Acres Park Erosion Conceptual Design																			
TASK I - Project Management																			
LA Internal Team Meetings																			
1 Internal Team Meetings	6			6	6		2	2	2										\$ 4,910.00
Subtotal Task LA																		\$ -	\$ 4,910.00
LB External Meetings																			
1 Initial Meeting	4			4	6														\$ 2,860.00
2 Review Meeting	4			4	6														\$ 2,860.00
Subtotal Task LB																		\$ -	\$ 5,720.00
LC Project Management (procuring, progress reports, etc.)																			
1 Project Management (procuring, progress reports, etc.)	6																8		\$ 2,440.00
Subtotal Task LC																		\$ -	\$ 2,440.00
TASK I - Project Management	20	0	0	14	18	0	2		2	0	0	0			0	0	8	\$ -	\$ 13,070.00
TASK II - Data Collection																			
II.A Topographic Survey																			
1 Survey Request	1			2	4														\$ 1,300.00
Subtotal Task II.A																		\$ -	\$ 1,300.00
II.B Site Investigation																			
1 Site Investigation	4			4	4			4	4										\$ 3,740.00
Subtotal Task II.B																		\$ -	\$ 3,740.00
II.C Sanitary Sewer Condition Assessment																			
1 Sanitary Sewer Condition Assessment	4		4	26						12	22								\$ 11,890.00
Subtotal Task II.C																		\$ -	\$ 11,890.00
II.D Review Relevant Documents & Studies																			
1 Review Relevant Documents & Studies	2			2	2														\$ 1,280.00
Subtotal Task II.D																		\$ -	\$ 1,280.00
TASK II - Data Collection	11	0	4	34	10	0	0		4	12	22	0			0	0	0	\$ -	\$ 18,210.00
TASK III - Hydraulic Analysis																			
III.A Preliminary Hydraulic Analysis																			
1 Hydrology																			\$ -
2 Hydraulics - Existing				8	20														\$ 5,000.00
3 Hydraulics - Revised Existing				22	60														\$ 16,420.00
4 Hydraulics - Proposed	10			8	30														\$ 7,300.00
5 Technical Memorandum (No-Rise)	4			2	10														\$ 2,480.00
6 Figures	2			2	14														\$ 7,340.00
7 QA/QC	2	13																	\$ 39,240.00
Subtotal Task III.A																		\$ -	\$ 79,240.00
TASK III - Hydraulic Analysis	22	13	0	42	134	0	0		0	0	0	0			0	0	0	\$ -	\$ 79,240.00
TASK IV - Conceptual Design																			
IV.A Preliminary Conceptual Designs																			
1 Cover Sheet	1			1	2														\$ 750.00
2 Project Layout	4			8	16														\$ 5,500.00
3 Bank Distribution Plan (Up to 5)	20			28	70														\$ 21,980.00
4 Typical Sections (assume 10)	7			10	40														\$ 10,060.00
5 Sanitary Sewer Plan and Profile	4			6	28														\$ 6,580.00
6 Tree Removal Plan	3			4	15														\$ 3,930.00
7 QA/QC	1	8		8	32														\$ 9,320.00
Subtotal Task IV.A																		\$ -	\$ 58,160.00
IV.B Phasing Plan																			
1 Phasing Plan	8	3		15															\$ 6,350.00
Subtotal Task IV.B																		\$ -	\$ 6,350.00
IV.C Final Conceptual Designs																			
1 Address City Comments	5	4		20	40														\$ 11,600.00
2 QA/QC					8														\$ 2,480.00
Subtotal Task IV.C																		\$ -	\$ 14,080.00
IV.D Opinion of Probable Construction Cost																			
1 Preliminary Estimates	5	3		10	25														\$ 8,210.00
2 Final Estimates	2	2		3	6														\$ 2,730.00
Subtotal Task IV.D																		\$ -	\$ 10,940.00
IV.E Discussions with Private Property Owners																			
1 Exhibits	2			10	24														\$ 6,260.00
2 Meetings (assume 4)	12			12															\$ 5,860.00
Subtotal Task IV.E																		\$ -	\$ 12,120.00
TASK IV - Conceptual Design	48	11	0	80	205	0	0		0	0	0	0			0	0	0	\$ -	\$ 191,670.00
TASK V - Special Services																			
V.A CCTV - Sanitary Sewer (Ace Pipe Cleaning)																			
1 CCTV - Sanitary Sewer	4			6													2	\$ 1,776.37	\$ 4,348.37
Subtotal Task V.A																		\$ -	\$ 4,348.37
V.B Survey																			
1 Field Surveys (Cross-sections and Boundary)	2			4								1	4	8	10	20			\$ 11,520.00
2 Finished Floor Elevations	1			2								1	2	4	8	8			\$ 5,740.00
3 Access Point Inspections	2			2								1	4	6	12	8			\$ 7,410.00
Subtotal Task V.B																		\$ -	\$ 24,670.00
V.C Geotechnical Engineering Services (CML)																			
1 Geotechnical Engineering Services	4			6													2	\$ 21,354.38	\$ 23,924.38
Subtotal Task V.C																		\$ -	\$ 23,924.38
V.D Environmental Documentation																			
1 Tree Survey	1			2			2	10	14										\$ 4,610.00
2 Aquatic Features Delineation and Memorandum	3			4			6	10	40										\$ 9,970.00
Subtotal Task V.D																		\$ -	\$ 14,580.00
TASK V - Special Services	13	0	0	20	0	0	8		54	0	0	3			30	36	2	\$ -	\$ 67,222.87
TOTAL LABOR:	114	24	4	190	367	0	10	0	60	12	22	3	0	0	30	36	10	\$ -	\$ 239,412.67

TIME OF COMPLETION
Timber Creek Acres Park Erosion Conceptual Design
Lewisville, Texas

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

- I. Commencement of Work – The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
- II. Timeline – The following items of work shall be completed within the timeline indicated.
 1. Completion of topographic surveys, access point inspections, site investigation, WOUS delineation, CCTV inspections, and geotechnical investigation: 75 calendar days from written authorization to begin.
 2. Completion/furnishing of preliminary conceptual designs and opinions of probable construction cost sufficient for City review: 120 calendar days from written authorization to begin excluding City review time.
 3. Completion/furnishing of final conceptual designs and opinions of probable construction cost: 150 calendar days from written authorization to begin excluding City review time.

EXHIBITS

Timber Creek Acres Park Erosion Conceptual Design Lewisville, Texas

Halff will work closely with the Client on the proposed improvements to ensure they meet the City's and the public's expectations.

