

PROFESSIONAL SERVICES AGREEMENT
for
LEWISVILLE LAKE PARK MASTER PLAN

The City of Lewisville, Texas (the “City”), hereby engages **Half Associates Inc.**, (the “Consultant”), to perform professional services in connection with **Lewisville Lake Park Master Plan** (the “Project”).

I. PROJECT. The Project is described as follows:

The purpose of this project is to prepare a Master Plan for Lewisville Lake Park and Preliminary Shoreline Restoration Document. Services shall include Landscape Architecture, Civil, Market and Economic Analysis.

A. Existing Program:

Lewisville Lake Park (+/- 662 ac) – Is located one half mile east of I-35 on Lake Park Road and N. Mill St.121. Lewisville Lake Park is comprised of three (03) distinct areas. This includes the Day Use/Camping area, Sports and Athletic Field area and Lake Park Golf Course(s).

The Day Use/Camping Area - Includes picnic facilities, day use area, playgrounds, restrooms, RV/overnight camping, beach area, 2 boat launches with curtesy docks, walking trails, disc golf; a fishing barge, 1 cricket field and nature area;

Sport and Athletic Field Area - Includes 4 youth softball fields, 2 adult softball fields, 4 baseball fields, 8 soccer fields, associated parking, restroom and concession buildings, and walking trails; and

Lake Park Golf Course - Includes an 18-hole golf course, an executive golf course, driving range, a clubhouse, pro-shop and batting cages.

The park is located on the shores of Lewisville Lake which is managed and operated by the USACE. The primary focus of the USACE is Flood Damage Reduction, Water Supply, Natural Resource Preservation and Recreation. During past and recent reoccurring rain and flood events, Lewisville Lake Park has experienced frequent inundation of their Day Use areas, internal park roads and trails, boat ramps and swim beaches. This has also caused extensive erosion along approximately 2 miles of shoreline and rendered a majority of the park inaccessible and inoperable for periods of 2 to 3 months at a time during these events.

The Master Plan and Preliminary Design for Lake Park will review existing site conditions, vegetation, recreational uses, travel patterns during sustained flood events, controlled gate access points, roadway alignment, RV/overnight camping, day use, trail connectivity, vehicular ingress/egress, and parking. The Master Plan process will include a list of recreational program items to adapt to the existing site constraints,

evaluate the market and economic potential of the park, and recommend other revenue generating opportunities for Lake Park that will create a destination for the region. This study will also include the review of the Sport and Athletic Fields and Lake Park Golf areas for potential recreational enhancements and partnership opportunities.

B. General project scope items pertaining to Lewisville Lake Park Master Plan:

Preliminary and Final Master Plan

1. HA shall engage the CLIENT at Phase I: Initiation, interim and completion of the Master Plan.
2. HA shall utilize NCTCOG aerial topographical data for the development of the base map, site assessment review and development of the proposed improvements.
3. HA shall develop up-to-date program for the overall Master Plan for Lewisville Lake Park Day Use, RV/Overnight Camping, Athletic Fields and Golf Course(s).
4. HA shall develop Preliminary Conceptual Alternatives, Final Master Plan, Cost Estimates and Phasing for the Park, Day Use, RV/Overnight Camping, Athletic Fields and Golf Course(s).
5. All conceptual layouts shall be prepared to meet the City of Lewisville and USACE standards.
6. One (01) day Planning Charrette / Workshop and (02) two public meetings will be held for the overall Lewisville Lake Park Master Plan. HA shall prepare presentation materials for public meetings and provide drawings to the CLIENT for additional meetings.

USACE Coordination

1. HA in conjunction with the CLIENT, shall participate in a Project Initiation meeting with the USACE to introduce the Project Purpose and Understanding to the USACE Lewisville Lake Office to outline the project goals, schedule and timeline. HA and the CLIENT will coordinate up to three (03) meetings with the USACE to keep them informed and engaged throughout the process.

The following items will be supplied by the CLIENT to the Design Team:

1. Project Site GIS, CADD and As-Built Data - The CLIENT will provide the Design Team with site infrastructure improvements for roadways, parking, trails, RV/Campground layout with utility hook-ups, site aerial, and boundary information, as available in digital and hard copy format, to be used during initial planning and design exercises for the project.
2. Property Ownership Parcels, rights of entry for master planning and formal agreements between cooperative entities. (i.e., City of Lewisville, USACE, etc.,)
3. Environmental Investigations - The CLIENT will provide available data and information from existing environmental reports for the project corridor.
4. Existing Utility Information - The CLIENT will provide as-built plans for all existing public utilities located within the limits of planning and design or

construction for the Project, including but not limited to electric, fiber optics, water, sanitary sewer and storm drainage facilities.

5. Hydraulic Data - The CLIENT will supply hydraulic data that accurately depicts floodplain, constant lake, flood and emergency spillway lake level elevations, and proposed improvements and mitigation measures, as available/applicable.

The scope of services is defined as follows:

- Basic or customary Services; and
- Additional Services which can be provided if required.

Each of the services is described on the following pages.

II. SCOPE OF SERVICES.

A. BASIC SERVICES: MASTER PLANNING

1.0 PROJECT MANAGEMENT

1.1 **Internal Team Meetings**

Halff 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.

1.2 **Public Input and Programming Meetings**

HA will conduct a Planning Charrette and Public Involvement meetings to engage the CLIENT, key stakeholders, recreational users and citizens of Lewisville to gather information for the planned improvements for Lewisville Lake Park Master Plan. All meetings, location and time shall be coordinated by the CLIENT. Public Meeting shall include the following:

- Key City Departments – Two (02) meetings
- Planning Charrette / Workshop – Three (03) meetings
- Public Meetings/Workshop – Two (02) meetings
- Programming – Two (02) conference calls

Total Seven (07) Meetings and Two (02) Conference Calls

1.3 **Lewisville Lake Park Master Plan Review Meetings**

The Team will conduct conceptual design review meetings with the CLIENT to confirm and assess all input related to the projects at each submittal milestone. All meetings locations and time shall be coordinated by the CLIENT. The meeting and programming milestones are as follows:

- Preliminary Master Plan – Two (02) meetings
- Final Master Plan – Two (02) meetings

- Master Plan Review and Approval (Park Board – One (01); City Council – Two (02) meetings
Total Seven (07) In-person Meetings

- 1.4 QA/QC Master Plan Review**
- 1.5 Monthly Progress Report**
- 1.6 Invoicing**

2.0 PROJECT INITIATION AND SITE TOUR

2.1 Kick Off Meeting

Kick-off meeting with CLIENT to define the current program of facilities for the project, outline specific desired elements over and above the elements previously discussed and to discuss basics in terms of exact study areas, correspondence with CLIENT, coordination, schedule, key issues and information exchange.

Total One (1) Meeting

2.2 Site Tour

As a follow-up to the kick-off meeting, HA, together with the CLIENT will tour the site in order to gain a thorough understanding of the key issues as identified by the staff.

Total One half (1/2) day tour

2.3 Site Investigation and Base Map Preparation

Compile digital information identified during data gathering exercises into a base map for use during planning and design activities. This base map will illustrate information such as locations of day use area, RV/overnight camping facilities, athletic fields, golf course(s), roads, wet and dry utilities; NCTCOG aerial topography; drainage ways, and water courses.

2.3.1 Initiate and coordinate site investigation studies related to the topography of the site, hydrology / drainage; utilities; vegetation areas, land use/zoning; and master plan impacts. The impacts and opportunities that result from these studies will be documented for use in the conceptual development plan.

2.3.2 Analyze vehicular circulation and pedestrian access opportunities and constraints involving the project site and identify impacts and improvements required to existing and proposed circulation that will allow the project area to function as desired.

2.3.3 Analyze water, sanitary sewer and hydrology/storm drainage issues involving the project area and identify the impacts and improvements necessary as a result of those studies.

- 2.3.4 Prepare a Site Analysis / Opportunities and Constraints map and summary that graphically illustrates the existing man-made and natural systems and conditions on the project site that depicts the obstacles and opportunities available for development of the park.

3.0 PUBLIC INPUT AND PROGRAMMING

The public participation part of the planning and design activities will be used to determine the direction the facility program and planning activities should take.

3.1 Focus Group Meeting with Key City Departments

HA will meet with key personnel of City departments that may be impacted by the Lake Park Master Plan and from whom support for the implementation of the master plan may be required. Departments may include:

- Parks and Recreation Dept. operations and maintenance staff;
- Planning;
- Engineering;
- Police/Fire/EMS;
- Economic Development;
- Assistant City Manager(s); and
- City Manager

Total Two (02) Meetings (See 1.2 Above)

3.2 Planning Charrette / Workshop

HA will conduct a one (01) day Planning Charrette / Workshop with key community representatives, present the process of the Master Plan, and facilitate visioning sessions. HA will conduct a maximum of three (3) focus group meetings (up to 1.5 hours in duration per each) with a combination of key stakeholder groups or organizations collectively for public input.

HA will prepare a questionnaire to serve as a structure for the meetings. HA will meet with key community representatives who are familiar with Lake Park.

Key stakeholders may include, but not limited to:

- Lake Park Camp Hosts;
- Park Supt.;
- Park Rangers;
- Convention and Visitors Bureau;
- Lake Park Golf Course Representatives;
- LISD;
- Key community leaders or recreation providers as recommended by City Staff; and
- Sports Organizations

The three (3) focus group meetings will take place consecutively during the one (01) day visioning event. All meetings locations and time shall be coordinated by the CLIENT.

Total Three (03) Meetings (See 1.2 Above)

3.3 Public Meetings/Workshops

HA will conduct a total of two (2) public meetings/workshops to gather public input and perceptions of issues related to Lewisville Lake Park during the master planning process. This will allow input on use, perception and potential development, review and comment by interested members of the public at large and/or user groups, and to gain public support for the master plan and design plan for the park. **Public Meeting #1** will occur in conjunction with the Planning Charrette and will be held over 1.5 to 2 hours in the evening. **Public Meeting #2** will be held at a later date to present the concept plan alternatives and next steps.

Public meetings/workshops will be held at locations approved by the CLIENT.

All meetings locations and time shall be coordinated by the CLIENT.

Total Two (02) Public Meetings (See 1.2 Above)

3.4 Programming

HA will develop a preliminary program for the proposed Lake Park recreational improvements. The types of elements, space requirements, access and special needs will be noted. Program elements may include:

- Destination playground
- Enhanced RV/camping facilities
- Cabin rentals
- Welcome center
- Entry gate/gatehouse
- Restrooms/showers
- Enhanced day use areas
- Beach and water activities
- Disc golf
- Golf course(s)
- Athletic Fields
- Additional walking trails and/or boardwalks
- Regional trail connectivity
- Park signage
- Amphitheater
- Wetland and nature trails/boardwalks
- Concessionaire types/venues;
- Boardwalk/ Fishing Piers;
- Play areas;
- Picnic and pavilion areas;

- Support facility needs, including parking;
 - Operational needs for maintenance;
 - Additional recreational amenities etc.
 - Trailhead with parking
 - Neighborhood/community access points
 - Wayfinding, signage, 911 emergency markers, and mileage markers
- HA will participate in two (02) conference calls to discuss with the CLIENT.

Total Two (02) Conference Calls (See 1.2 Above)

4.0 PRELIMINARY AND FINAL MASTER PLAN

Provide Preliminary and Final Master Plan and Market and Economic assessment for Lewisville Lake Park. Develop up to three (03) concept alternatives and one (01) final master plan consisting shoreline restoration recommendations, market assessment of proposed improvements, cost estimates, phasing and other documentation to describe the character of the proposed project elements.

4.1 Preliminary Shoreline Restoration and Site Review

- 4.1.1 Perform a detailed site observation visit of the shoreline and eroding areas along the edges of Lake Park Day Use Area. Identify existing facilities and conditions to be included in the master plan. Locations to be observed shall include shoreline areas experiencing erosion, park roadways, and other interior areas that need paving, drainage and/or utility improvements.
- 4.1.2 Determine potential impacts of proposed work areas on lake, floodplain and/or environmental permitting.
- 4.1.3 Prepare preliminary documentation for shoreline mitigation that addresses the following items.
- Confirm project and facility needs based on data collection, meetings with staff and site observation
 - Describe changed conditions of project areas over time
 - Recommend scope of work for project areas and design elements
 - Describe potential lake, floodplain and environmental impacts
- 4.1.4 Develop and prepare a sustainable design approach narrative for shoreline restoration.
- 4.1.5 Provide a basis summary for design improvements.
- 4.1.6 Develop planning level opinion of probable construction cost for proposed improvements.

4.2 Preliminary Master Plan

Confirm the development program to be used by HA and the CLIENT, prior to commencement of planning activities for the project.

- 4.2.1 Utilizing the public participation processes outlined above, develop up to three (03) alternatives for the park showing the proposed

park improvements that include RV and overnight camping, cabins, roadway, parking, trails, multi-use fields, destination playground, and other associated amenities that describes the character, architectural style, restroom building locations and theme.

4.2.2 Conceptual plan shall include plan view, section/sketches, and color renderings showing materials, color, type and preliminary cost estimates.

4.2.3 Review the preliminary master plans with CLIENT and the public (See Public Involvement – Public Meeting #2), combining components of each plan or altering configurations as applicable, and incorporate comments into the preparation of a refined preliminary master plan for the project.

Total Two (02) Meetings (See 1.3 Above)

4.3 Final Master Plan

4.3.1 The Final Master Plan will illustrate the site investigation, the final master plan, and the plan preparation process, and will include supporting information used as decision making tools.

4.3.2 Based on comments received from the Preliminary Master Plan HA will develop final master plan layout including plan view, section and color renderings showing materials, color and type.

4.3.3 Prepare up to three (03) graphic sketches showing the intent of the Master Plan.

4.3.4 Identify project phasing for CLIENT review and approval.

4.3.5 Prepare an estimate of probable construction cost for the project that identifies construction costs for each phase of the project including design, property acquisition/land swap (if required), construction and utilities.

Total Two (02) Meetings (See 1.3 Above)

4.4 Product: Submit one (01) overall site plan view rendering of final master plan, including typical sections/elevations, three (03) graphic sketch renderings, phasing and cost estimates in hard copy and digital PDF document for CLIENT for review.

4.5 Market and Economic Analysis

4.5.1 Operations Review

Review pertinent information regarding any proposed Lake Park camping or related operations, staff, budget, marketing/development and strategic analysis and planning activities.

4.5.2 Market Analysis

Perform a segmentation of potential Lake Park camping and other visitors by location, based on the data available, then prepare a demographic analysis of the Park's primary market areas. This will provide a baseline for future attendance and revenue projections. Demographic factors will include but not be limited to:

- Age
- Family status/composition
- Income
- Education
- Distance to Lewisville and Lake Park
- Review travel and tourism data for Texas, as available from Travel Texas

The information from the above sources will be used to describe the priority segments of the Lake Park market, establish trends in market size and characteristics, and provide baselines for implementation of master plan components.

4.5.3 Analyze Comparable Facilities

Identify and analyze a selection of comparable camping, lodging and recreation facilities in Texas order to gather information on:

- Attendance, including origin and trends
- Pricing (admission, campsite, cabin, etc.)
- Revenue, by source and trends
- Staffing
- Trending activities and attractions, responses by visitors
- Marketing programs

The camping/recreation facility selection will be made early in the project, and will focus on Texas and, if appropriate, immediately adjacent states. Any contacts will be by telephone, augmented with data from commercial sources.

4.5.4 Prepare Revenue Forecasts

Prepare forecasts of revenue associated with admissions, campsite/cabin rental, parking, special events, recreation fees, food/beverage, retail and education programs, plus any other sources that are significant. These projections will be based in part

on a forecast of admissions and activities, augmented with assumptions regarding pricing.

Revenue forecasts will be consistent with any scenarios and/or phasing that is recommended by the design team. Preliminary revenue information will be available during the early phases of the planning project to facilitate discussion of Lake Park development options.

4.5.5 Prepare Proforma Operating Budget

The proforma budget will incorporate revenue projections, staffing projections and projections of administrative, fee collection, building and other maintenance, event, education and other operating costs. The budget can be structured in terms of several points in time, perhaps to correspond to recommended phases of plan implementation, or on an annual basis.

4.5.6 Facility Development and Operational Recommendations

Recommendations will include but not be limited to:

- Activity and revenue priorities
- Price and other positioning of camping and cabin facilities
- Revenue-oriented aspects of facility design and phasing
- Recreation activities
- Consideration of seasonality

4.6 Master Plan Review and Approval

HA shall combine the information compiled in each of the tasks above and place the Master Plan graphic in digital format (PDF) for review and approval by the CLIENT and City Council. Elements in this task will include:

4.6.1 One (1) briefing presentation to Parks and Recreation Board;

4.6.2 One (1) briefing presentation to City Council;

4.6.3 One (1) final presentation to City Council.

Total Three (03) Meetings (See 1.3 Above)

B. SPECIAL SERVICES: SURVEY (OPTIONAL)

4.7 Design Survey (Lewisville Lake Park Day Use Area)

Due to the expansive area of the Day Use Area, HA will utilize Aerial Drone and Conventional Surveying methods to develop survey data for base mapping. Survey data shall include topographical information, tree identification, location and sizing, property lines, easement information and data for Lewisville Lake Park Day Use area only. Design survey area does not include the athletic complex or golf course.

4.7.1 Prepare drawings that shows the following information:

- Incorporate Half Aerial Drone Survey and Field survey information;
- Ground surface contours at an interval of one (1) foot supplemented by appropriate spot elevations accurate to 0.1 foot elevation in areas where new facilities are proposed;
- Existing surface utility appurtenances as needed;
- Other visible surface features; and
- Underground utilities shown based on field ties of visible surface appurtenances, and City and franchise utilities record information. The surveyor and engineer cannot certify as to the accuracy or completeness of the record documents used to locate the existing utilities.

4.7.2 **Tree Survey:** Tag, tie and identify trees 6” diameter and greater;

The data to be obtained includes:

- Horizontal and Vertical control points.
- Obtain topographic data to be used to develop a 1-foot contour interval topographic map.
- Obtain survey shots on existing trees on the City of Lewisville protected species list which are over 6” in diameter. Identify the species of the tree.
- Verify property corner shots to identify project limits.

In-house work to be performed include:

- Develop a 1-foot contour topographic map from the field survey.

C. **ADDITIONAL SERVICES:**

Other additional services, not included in the Scope of Services, will be negotiated with the CLIENT as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as shown below. Items that are considered additional services include:

- Construction Documents;
- Park and Trail improvements other than those listed in the scope of work;
- Global stability testing and/or seepage studies for retaining walls or gabion baskets;
- Full Tree preservation/mitigation plan;
- Meetings or presentations not specified herein;
- Environmental Permitting;
- Revisions to plans requested by the City after the plans are approved;
- Permit fees, filing fees, pro-rated fees, impact fees and taxes;
- Preparation of easement or right-of-way documents (not requested);

- Property acquisition or negotiations;
- Design of gas, telephone or other utility improvements except as noted herein;
- Printing of drawings, specifications and contract documents except as noted herein;
- Full-time construction inspection and preparation of as-built drawings;
- Certification that the work is built in accordance with plans and specifications (by City inspector);
- Graphic products except as noted in herein;
- Design of utilities or other improvements outside of the trail boundary or roadway rights of way (not in scope);
- Attendance or preparation for meetings and public hearings except as noted herein;
- Preparation of bid packages other than one original set;
- Quality control and material testing services during construction;
- Traffic engineering report or studies;
- Construction staking or inspection;
- Design of off-site facilities;
- Design of existing utility relocations or modifications;
- Design of storm water detention facilities;
- Design/coordination of power, phone and gas services;
- Negotiations/agreements with adjacent property owners;
- CLIENT to confirm an approved Property Acquisition Map.
- Technical reports for the following items are excluded from this scope of services: noise, air quality, community impacts, indirect impacts, and cumulative impacts.
- Effort to obtain right-of-entry from public or private land owners to allow for the completion of environmental services is not included in this scope of work.
- This scope of work does not include threatened or endangered species surveys, preparation of a Biological Assessment under the Endangered Species Act, or consultation with the USFWS.
- Preparation of a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this scope of work.
- This scope of work does not include performing reconnaissance or intensive surveys for historic resources (i.e., archival research for historic structures/districts), evaluation of effects on sites determined to be eligible or listed on the National Register of Historic Places (NRHP), development of Section 106 mitigation plans, or Section 4(f) evaluations.
- The scope of work does not include a Phase I Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys).

D. SCHEDULE

Time for Completion

Halff Associates agrees to complete and submit all work required by the **CLIENT** set forth above under Scope of Work within **12 months** from the date of the written authorization by Director or their designee to proceed immediately following execution of the Agreement, excluding CLIENT and USACE review. However, that time-frame may be extended or suspended due to delays in the reviews by agencies or franchised utilities or other such matters beyond the control of Engineer or Landscape Architect, with the mutual written consent of both parties.

Milestones include:

<u>Task</u>	<u>Duration</u>
Kickoff Meeting and Site Tour	1 week
Base Mapping	2 weeks
Survey (Optional)	6 weeks
Planning Charrette/Public Workshop	1 week
Public Meeting #1	1 week
Programming	2 weeks
Preliminary Shoreline Restoration and Recommendations	6 weeks
Preliminary Master Plan	6 weeks
Preliminary Market and Economic Assessment	4 weeks
Public Meeting #2	1 week
Draft Master Plan	4 weeks
Draft Market and Economic Assessment	4 weeks
Final Master Plan	8 weeks
Master Plan Rendering	2 weeks
Final Market and Economic Assessment	4 weeks
<u>Park Board and City Council Approval</u>	<u>6 weeks</u>
TOTAL	52 weeks

III. COMPENSATION.

1. Basic Services:

Master Planning Services

a. Lewisville Lake Park	
i. Project Management and Coordination	\$ 18,000
ii. USACE Coordination	\$ 7,000
iii. Project Initiation and Site Tour	\$ 8,500
iv. Public Input and Programming	\$ 20,000
v. Preliminary Shoreline Restoration and Site Review	\$ 22,000
vi. Preliminary Park Master Plan	\$ 20,000
vii. Final Park Master Plan	\$ 24,000
viii. <u>Market and Economic Assessment</u>	<u>\$ 26,500</u>
Subtotal: Master Planning Services	\$146,000

TOTAL BASIC SERVICES \$146,000

2. Special Services:

Surveying (OPTIONAL)

b. Topographical Survey and Tree Location	\$ 90,000
i. Day Use Area and Tree Survey (north)	\$70,000
ii. Day Use Area and Tree Survey (south)	\$20,000
Subtotal: Surveying Services	\$ 90,000

TOTAL SPECIAL SERVICES \$ 90,000

3. Expenses \$ 2,500

Expense payments shall also include Direct Non-Labor Expenses in a Not to Exceed amount of \$2,500.00 that, in general, include expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, and similar incidentals. The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%.

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

IV. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "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. 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 attorney's 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 MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE 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 AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR**

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

- VIII. TIME OF COMPLETION.** The Consultant agrees to perform the services in accordance with the schedule provided in Section II.B, above, 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. 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.
- XI. 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.
- XII. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XIII. 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.
- XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that is it 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.

XX. 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 _____

HALFF ASSOCIATES INC.

By: _____
Donna Barron, City Manager

By:  _____
Lenny Hughes, Vice President

Date: _____

Date: 2-5-2020

Attest: _____
Julie Worster

Attest:  _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney