

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**SUMMIT AVENUE STREETSCAPE IMPROVEMENTS**

The City of Lewisville, Texas (the “City”), hereby engages Half Associates, Inc. a Texas Corporation authorized to do business in Texas (the “Consultant”), to perform professional services in connection with design for Summit Avenue Streetscape Improvements (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

**1. PROJECT. The Project is described as follows:**

The purpose of this project is to design the roadway modifications and pedestrian improvements along Summit Avenue from the Kansas City Southern (KCS) Railroad northern Right of Way (ROW) boundary to the southern pavement limits of Justin Road (FM 407), approximately 3,350 linear feet. The project’s intent is to design streetscape improvements within the corridor utilizing the recommendations from the February 25, 2019 Talley Associates’ *Lewisville Summit Avenue: Streetscape & Park Conceptual Presentation* to provide for a safer roadway corridor for multimodal transportation options and vulnerable users alike, including traffic calming measures, permanent on-street parking features, improved signage and pavement markings at street intersections, continuous shared-use path connectivity, pedestrian illumination and generally enhanced landscaping features through the section. The scope of this project includes topographic and boundary map design surveys, SUE Quality Level B-D investigation, right-of-way services and parcel preparation, conceptual, preliminary and final design, construction plans, specifications, and opinions of probable construction cost, and bidding and construction administration services.

**2. SCOPE OF SERVICES.**

**See Attachment “B” for Scope of Services.**

**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 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.

**4. COMPENSATION.**

**See Attachment “B” for Compensation.**

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. TIME OF COMPLETION.** 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.
- 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: Kevin Gronwaldt, PE, LGPP  
2601 Meacham Blvd. Suite 600  
Fort Worth, Texas 76137

If to City, to: City of Lewisville  
Attn: Sirwan Shahooei, PhD, PE, PTOE  
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 ("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 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](https://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.

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. 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.
- 35. 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 a party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 36. 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.
- 37. CERTIFICATION OF EXECUTION.** Consultant represents and warrants that this Agreement has been approved by appropriate action of Consultant, and that the individual



executing this Agreement on behalf of Consultant has been duly authorized to do so. This Agreement shall be binding on and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

- 38. ENTIRE AGREEMENT.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
- 39. CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

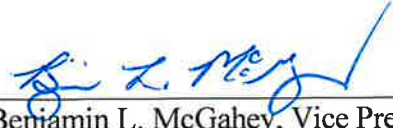
**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF LEWISVILLE, TEXAS**  
**Approved by the Lewisville City**  
**Council** \_\_\_\_\_

**HALFF ASSOCIATES, INC.**

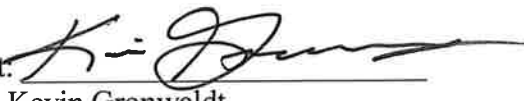
By: \_\_\_\_\_  
Claire Powell, City Manager

By:   
Benjamin L. McGahey, Vice President  
Operations Manager, Fort Worth

Date: \_\_\_\_\_

Date: 2/19/2025

Attest: \_\_\_\_\_  
Jennifer Malone, Acting City Secretary

Attest:   
Kevin Gronwaldt  
Public Works Team Leader

**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**  
**For**  
**Construction Plans, Specifications and Estimates**  
**SUMMIT AVENUE STREETSCAPE IMPROVEMENTS**  
**In**  
**THE CITY OF LEWISVILLE**

**1. DESCRIPTION**

The purpose of this project is to design the roadway modifications and pedestrian improvements along Summit Avenue from the Kansas City Southern (KCS) Railroad northern Right of Way (ROW) boundary to the southern pavement limits of Justin Road (FM 407), approximately 3,350 linear feet. The project's intent is to design streetscape improvements within the corridor utilizing the recommendations from the February 25, 2019 Talley Associates' *Lewisville Summit Avenue: Streetscape & Park Conceptual Presentation* to provide for a safer roadway corridor for multimodal transportation options and vulnerable users alike, including traffic calming measures, permanent on-street parking features, improved signage and pavement markings at street intersections, continuous shared-use path connectivity, pedestrian illumination and generally enhanced landscaping features through the section. The scope of this project includes topographic and boundary map design surveys, SUE Quality Level B-D investigation, right-of-way services and parcel preparation, conceptual, preliminary and final design, construction plans, specifications, and opinions of probable construction cost, and bidding and construction administration services.

**2. ASSUMPTIONS**

- A. Professional services shall include only services that are normal and customary and are not represented as including special services or those requiring expertise that is greater than that provided by other service providers.
- B. The proposed hardscape modifications shall generally conform to the configuration of the channelization and parking striping elements that currently exist within the corridor.
- C. Design will not address roadway reconstruction, widening or grade adjustment improvements. Any roadway modifications or parkway improvements will utilize the existing roadway section design. No roadway plan and profile sheets are provided with this proposal.
- D. To address gaps in shared-use paths within the corridor, trail plan and profile sheets shall be provided under this proposal and the latest edition of the AASHTO Guide for Development of Bicycle Facilities shall be the trail design criteria.

- E. Water and Wastewater utility design is not included in this proposal. If it is determined during design that water and/or wastewater utility design is needed, they can be provided for an additional fee.
- F. Drainage Design is not included in this proposal. Relocation and reinstallation of inlets within project limits shall be limited to storm drain lateral plan and profiles showing new location of inlet and pipe extension matching existing pipe diameter. Relocation distance shall be assumed to be minimal and thus drainage calculations shall not be provided. If it is determined during design that drainage design services are needed, they can be provided for an additional fee.
- G. Floodplain Analysis, Drainage Studies and other Hydraulic & Hydrologic Analysis services are not included in this proposal and are being performed by others. If it is determined during design that Hydraulic & Hydrologic Analysis services are needed, they can be provided for an additional fee.
- H. Consultant will provide a Traffic Control and Sequencing Plan following TMUTCD established minimums. The Contractor will be responsible for submitting the final Traffic Control Plan, signed and sealed by a Licensed Professional Engineer in the State of Texas, for City approval.
- I. No geotechnical investigation services shall be provided under this proposal. If it is determined during design that geotechnical investigation services are needed, they can be provided for an additional fee.
- J. No traffic impact analysis, traffic counts or traffic study be provided under this proposal. If it is determined during design that a traffic study or traffic impact analysis services are needed, they can be provided for an additional fee.
- K. Construction Staking, Management, Inspection and Materials Testing are not included in this proposal.
- L. The Consultant shall not be required to attend any City Council meetings under this proposal.
- M. The Consultant shall not be required to attend any public meetings under this proposal.

### **3. PROJECT MANAGEMENT**

#### **A. Manage the Team:**

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

## B. Communications and Reporting:

- Attend one pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs that meet City requirements.
- Conduct review meetings with the City at the end of each design phase. Up to four (4) total.
- Prepare and submit monthly invoices in the format acceptable to the City.
- Halff shall assist the City with franchise utility coordination as necessary for the design of the proposed infrastructure. Halff shall distribute the construction plans at each design submittal to a list of franchise utility owner contacts provided by the City. Halff shall address comments from utility companies, limited to showing conflicts and franchise utility adjustments on the plans based on information provided by the franchise utility companies. Design of franchise utility improvements is excluded from this proposal. Attendance of up to one (1) franchise utility coordination meeting is included.

## C. Data Collection:

- (1) Research and make efforts to obtain any additional design criteria, available GIS information, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure, historical drainage complaints and other information available for the project area. This shall coincide with the project kickoff meeting.
- (2) The City shall provide any existing available data concerning the Project including as-built plans for existing developments and streets, drainage facilities, water and sanitary sewer mains.
- (3) The City shall also assist the Consultant, as necessary, in obtaining any required data and information from TxDOT and/or other local utility companies.

## 4. DESIGN SURVEY (TOPOGRAPHIC AND BOUNDARY)

The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. Consultant shall perform all necessary topographic survey operations required for the complete design as described. The following particulars will also apply:

- A. Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of an established City of Lewisville benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The surveyor shall establish temporary benchmarks throughout the length of the project.
- B. The design survey shall establish all horizontal and vertical control points using Global Positioning System (GPS) methodology. Horizontal values will be based



on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). The vertical values will be referenced to NAVD88 and computed using GEOID 18, control to be set at 500-foot intervals with a minimum of two vertical benchmarks per site.

- C. Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the project. Topographic information shall be acquired with cross sections collected at 50-ft intervals, producing one-foot contours of existing grade. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.
- D. Survey shall tie in all right-of-way lines and corners, property lines, trees 6" in larger in caliper, fence lines, and all other present and visible surface features and up to the drive returns in each direction of intersections.
- E. Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the City a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the City. If permission cannot be obtained, the City will assist, or other arrangements will be worked out.
- F. Consultant shall use a combination of mobile LiDAR and conventional survey as necessary to collect the field data. Feature extraction for the above two items will include the detailed list shown below in "Deliverables".

**Deliverables:**

- Survey files will be delivered in AutoCAD Civil3D CADD files.
- Label existing ownership information according to current appraisal district information.
- Topographic survey will include a DTM with minor contours at 1-foot intervals and major contours at 5-foot intervals and site planimetric along the route.
- Horizontal and vertical location of all existing facilities within the Project limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc. Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- Verify horizontal and vertical location of existing sanitary sewer facilities. Tie underground utilities as located by Consultant's SUE services.

## **5. RIGHT-OF-WAY REQUIREMENTS**

The Consultant shall evaluate where right-of-way may be required.

- A. Prepare a preliminary list of right-of-way, easement and/or temporary construction easement (TCE) parcels necessary to construct the project (if

any). Submit to the City of Lewisville as soon as possible and prior to the final plan submittal.

B. Preparation of a Boundary Map/Right-of-Way Strip Map that will include:

- City title block
- Property owner name, address, and recording information of deed
- Location of all existing property pins and monuments
- Location of easements of record
- Existing rights-of-way
- Location of proposed easement pins
- Easement areas
- Parcel numbers
- All of the above shall be placed on standard plan sheets and bear the seal of a Texas Licensed Professional Engineer.

C. Meet with the City of Lewisville Staff to determine right-of-way, easement or TCE requirements for preparation of field notes and exhibits.

D. At this time, it is unknown the number of ROW or easement parcels that will be required for this project. Therefore, a cost per document/exhibit preparation has been submitted to establish baseline cost for these services.

E. Individual Exhibits for each parcel shall be prepared to contain the following:

- Area required
- Parcel number
- Property owner name, mailing address, and volume and page of deed
- Existing easements
- Exhibits will be drawn to scale
- All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas Registered Professional Land Surveyor.

F. Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard City of Lewisville conveyance document as Exhibit "A". Individual parcels will be cross-referenced on the plans. Front end documents shall be provided by the City.

G. Submit right-of-way and easement documents to the City and make necessary corrections.

H. Upon approval of the right-of-way and easements by the City, and if required, the Consultant shall stake and flag the right-of-way for inspection by the appraiser and property owner. The documents, including legal description, shall be furnished to the City in Microsoft Word and PDF format.

## 6. RIGHT-OF-WAY SERVICES

The Consultant shall provide Right-of-Way services, including appraisal/appraisal review and negotiation services which, in general, may be defined as normal services applicable to a project of this type. At this time, it is unknown the number of ROW or easement parcels that will be required for acquisition for this project. Therefore, a cost per parcel has been submitted to establish baseline cost for these services. The following particulars will also apply.

### A. Appraisal/Appraisal Review:

- (1) Identify City-Preferred Appraiser and Review Appraiser.
- (2) Appraiser shall provide Halff advanced notice of inspections of subject property for coordination of attending inspections with appraiser.
- (3) Appraiser will secure written permission from owner to enter property (if unable to obtain, property will be inspected from the existing ROW).
- (4) Offer Property owner opportunity to accompany appraiser on inspection.
- (5) Complete appraisal will be completed for each parcel. These reports shall conform to City of Lewisville policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- (6) All completed appraisals shall be reviewed and recommended for approval by City of Lewisville staff, or by Review Appraiser, if applicable.
- (7) Coordinate with Review Appraiser regarding revisions, comments or additional information needed, if applicable.
- (8) Beyond delivery of appraisals, the appraiser can be called to provide testimony for a special commissioners hearing.

### B. Negotiation Services:

- (1) Prepare the Introductory letter notifying the property owners that Halff is working on behalf of the City of Lewisville to acquire the needed Easements.
- (2) Analyze appraisal report and confirm the City of Lewisville's approval of value prior to making an offer.
- (3) Prepare the Initial Offer Letter, instruments of conveyance and any other documents required or requested by the City of Lewisville.
- (4) Contact each property owner to present the offer in person, when practical, and deliver appraisal report. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer needed for closing.
- (5) Respond to property owner inquiries verbally and in writing within 2 business days and prepare a negotiator contact log for each parcel.
- (6) Maintain parcel files of original documentation for each parcel.
- (7) Advise owner of Administrative Settlement (counteroffer) process. Transmit any written counteroffer from the property owner to the City of Lewisville for consideration.
- (8) Prepare and send Final Offer Letter and Draft Conveyance documents.

- (9) Appear and provide Expert Witness testimony as a Consultant when requested.

#### ADDITIONAL RIGHT-OF-WAY SERVICES

Additional services to be performed by Consultant, if authorized in writing by the City, which are not covered in this proposal and not included in the above-described Right of Way Services, are described below:

##### C. Title and Closing Services:

- (1) Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
  - a. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- (2) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- (3) Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- (4) Supply Appraiser with copies of commitment and all title documents.
- (5) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- (6) Perform Title Curative Services required to clear title of any clouds to ensure the City of Lewisville acquires property free of liens and/or encumbrances. The curative services necessary to provide clear title to the City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.
- (7) The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- (8) The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- (9) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- (10) Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost

of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

**B. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs**

- (1) Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
  - a. Page one of the Relocation Advisory Assistance – Parcel Record form
  - b. Displacee Move Plan
  - c. Certification of Eligibility
  - d. Relocation Assistance Brochure
- (2) Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.
- (3) Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
- (4) Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
- (5) Provide 90-day notice to vacate, if required by the City, simultaneous with the delivery of relocation benefits package.
- (6) Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
- (7) Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
- (8) Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.
- (9) For non-residential moves, Negotiated Self-Moves:
  - a. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
  - b. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
- (10) For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates

must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.

- (11) Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
- (12) Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- (13) Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- (14) Process and compute increased interest payments as required.
- (15) Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.
- (16) Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
- (17) Deliver warrants in accordance with City guidelines.
- (18) Issue Relocation Survey to all Displacees.
- (19) Provide an executed Certification of Eligibility form with all Displacee claims.

#### C. Condemnation Support:

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant shall provide those support services to City or to City's attorney as described below:

- (1) Pre-Hearing Support
  - a. Request updated Title Commitment from title Company.
  - b. Use information from the Title Commitment to identify interested parties. \*
  - c. Submit information packet as requested by Condemning Attorney.
  - d. Request update of appraisal.
  - e. File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
  - f. File Lis Pendens including the cause number with the County Clerk's Office
  - g. Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
  - h. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.

- i. File all originals with the court and send copies to City and Condemning Attorney.

(2) Post-Hearing Support

- a. File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
- b. Obtain certified copy of Award and provide to City with request for funding in amount of Award.
- c. Obtain Commissioners' Fees and submit to City for payment.
- d. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
- e. Send written notices of the date of deposit to the City and all interested parties.

\* Updated Title Commitments shall be paid directly by City. Please refer to C. Title and Closing Services in the previous section.

D. Relocation Appeal(s):

- (1) Assist City with coordination of appeal process.
  - a. Submit appeal to City for review.
  - b. Provide supporting documentation.

E. Eviction Process:

- (1) Assist City with Eviction Process
  - a. Maintain paperwork necessary for filing eviction.
  - b. File necessary documents with court.
  - c. Attend Hearing(s).

F. Disposal of Property Services:

- (1) Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
- (2) Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

G. Initial and Update Appraisal Service:

- (1) Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.

- (2) Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.
- (3) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- (4) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contact in file.
- (5) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- (6) For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- (7) As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- (8) All completed appraisals will be administratively reviewed by the City staff and recommend for approval by the City staff.
  - a. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
- (9) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- (10) The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- (11) Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

#### H. Miscellaneous:

- (1) Testimony for Hearing(s) or appeals.
- (2) Document/Form establishment.
- (3) Reporting outside of typical status reports.



## RIGHT-OF-WAY SERVICES BY CITY/CONSULTANT EXCLUSIONS

Services excluded by the Consultant and to be provided by the City include, but are not limited to the following:

- (1) Provide timely reviews and approval of submissions.
- (2) Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.
- (3) Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
- (4) Initiate, coordinate, and administer environmental investigation surveys.
- (5) Provide Bill of Sale for disposal of improvements.
- (6) Pay direct costs of preliminary title commitment, closing costs of the title company, updates and title insurance for all parcels acquired.
- (7) Pay direct costs of appraisals or appraisal reviews
- (8) Provide Review Committee for Relocation Appeal(s).

## **7. SUBSURFACE UTILITY ENGINEERING**

Halff will perform SUE in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities." This standard defines the following Quality Levels:

- Quality Level-A (**Excluded**): Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
  - Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
  - Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
  - Quality Level-D: Information derived from existing records or oral recollections.
- A. Quality Level-A Utility Test Holes (Vacuum Excavation) (**Excluded**): Test holes can be performed on various utilities at locations specified by the client at an additional fee. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be

utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

If test holes are requested on non-conductive/untoneable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the client for direction on digging additional test holes if required and shall be compensated for each test hole dug.

- B. Quality Level-B Utility Designating: Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 37,500 linear feet of utilities including buried communication, electric, natural gas, petroleum pipeline, traffic signal, water, wastewater/sanitary sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/untoneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

- C. Quality Level-C Surveying: Survey of Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances is not part of this Scope of Services. Survey of Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances will be performed by Halff as a part of Quality Level – B Designating as described above.
- D. Quality Level-D Records Research: Available Records will be provided to Halff by the client. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

- E. SUE Field Manager / Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

F. Permitting: Street Cut permits will be coordinated with the City of Lewisville, Denton County and/or TxDOT as required.

G. Work Zone Traffic Control: Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.

If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify the client and submit a supplemental agreement for authorization prior to proceeding with additional work.

H. Right-of-Entry: Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road right-of-way. If right-of-entry is required, it will be performed and provided to Halff by the client. Halff will coordinate with property owner(s) once right-of-entry has been obtained.

I. Schedule: Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work performed in the right-of-way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

J. SUE Deliverables / CADD: Deliverables for the Quality Level-B 2D Utility Designation will be 11-in. x 17-in. SUE plan sheets depicting the findings of the investigation. Electronic files will be provided in AutoCAD Civil3D format along with PDFs and photos.

## **8. CONSTRUCTION PLANS**

The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general, construction plans shall be consistent with normal practice for projects of this nature. The construction plans will consist of numerous sheets ordered as follows:

A. Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified. Following the title sheet shall be a sheet index with drawings numbered consecutively and without subscripts.

B. Project Layout Sheet(s): The project layout sheet(s) will be laid out with the north arrow up or to the right. The purpose of the project layout is to depict the project in a simplified view. Major items of work will be shown without excessive detail. Additionally, survey control points shall be shown.

- C. Project General Notes and Legend: These sheets will include a listing of abbreviations, legend, and general notes.
- D. Typical Sections: Typical sections shall be drawn to depict a view looking north or east. As a minimum, typical sections will be drawn showing the relationship of the existing street and proposed improvements within the corridor and parkway. Typical sections will include existing roadways, right-of-way lines, etc., along with all proposed roadway, sidewalk/trail and parkway improvements and will depict all significant items of work.
- E. Plan Sheets : Plan sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan sheets will be drawn to a scale of 1" = 20' and shall be dual pane. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. Each plan sheet will include no more than 500 feet of street, per pane; thus, leaving ample margins both left and right. When there is a centerline curvature, the plan should be drawn so that as much of the plan view is in alignment as possible. Plan sheets shall depict all existing and proposed items pertinent to the project.
- F. Plan and Profile Sheets (Trail): Plan-profile sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. The plan and profile station will align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project.
- G. Grading Plans: Halff will provide grading plans that include 1' proposed contours, cross and longitudinal slopes, with spot elevations labeled at PC, PT, PI, top of curb, top of pavement and maximum 50 feet spacing.
- H. Detailed Intersection Paving and Pavement Markings Plans: Halff will provide detailed intersection paving plans, with pavement markings, at intersections proposed for traffic calming measures, medians and curb "bump-outs" that include centerline stationing and offset of all back of curb PC, PT, and PI locations, ramp labeling, and all associated intersection pavement markings.
- I. Detailed Intersection Grading Plans: Halff will provide detailed intersection grading plans at intersections proposed for traffic calming measures and curb "bump-outs" that include 0.2' proposed contours, cross and longitudinal slopes, with spot elevations labeled at PC, PT, PI, top of curb, top of pavement, curb ramps, and maximum 10 feet spacing.
- J. Tree Preservation/Mitigation Plans & Details: Halff will prepare Tree Preservation Plans in accordance with the Sept. 12, 2024 version of the City ordinances. Plans will be limited to the area inside the project boundaries. Plans will reference the trees measured and identified during design survey

- and include the exact location, size, condition and common name of each tree that is eight (8) inches DBH and larger. If an area is to be left in its natural state and undisturbed during and after construction, the area will be designated as such on the preservation plans, and individual identification of protected trees may not be shown. Plans will also include protection fencing locations, a table of trees preserved or removed and a schedule of tree preservation credits and mitigation fees. Plans will include details pertaining to the work.
- K. Planting and Irrigation Plans & Details: Halff will prepare planting and irrigation plans for planting within the median, and between the proposed curb and the ROW on the outside of the street. Planting design will meet City of Lewisville Landscaping Standards in accordance with the Sept 12, 2024 version of the city ordinances. Plans will include plant locations, quantities, and an overall schedule of plants with notes indicating the proper planting requirements, as well as details for plant installation and a warranty period. Irrigation plans will specify tree bubblers and drip irrigation and be zoned for efficient use of water.
- L. Hardscape and Materials Plans & Details: Halff will prepare Hardscape / Materials plans for site furniture including benches and trash cans. Trail signage will be located along the corridor and construction details developed per city guidelines. Plans will also include design of enhanced crosswalks at key intersections. Enhancement may be in the form of decorative pavers, non-traditional striping, and raised street sections. Pedestrian lights will be shown on the Hardscape/Materials Plans for coordination with street enhancement elements, but no dimension control, installation or other details will be shown on any landscape plans. Plans will indicate layout and section details of items shown in the plan sheets.
- M. Plan and Profile Sheets (Storm Drain Laterals): Plan-profile sheets will be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Stationing will be from south to north or west to east with the beginning station being set at approximately 1+00. The plan and profile station will align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. Storm drain lateral plan-profile sheets shall depict all existing and proposed items pertinent to the project to achieve adequate inlet adjustment/relocation.
- N. Pedestrian Illumination Plans & Details: Halff will provide illumination layout plans, electrical circuit plans and details for pedestrian lighting system. These plans shall include sidewalk/trail illumination and safety lighting at all intersections and other locations as necessary to meet City standards for spacing. A photometric study will not be provided. Halff electrical engineers and landscape designers shall coordinate on the design of pedestrian lighting, ensuring that the style, finish, and location of the lights are consistent with the overall project design.
- O. Detail Sheets: The City's standard drawings will be used as a beginning point in developing standard details for this project. They will be reviewed and

modified for this project. Where other agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.

- P. Miscellaneous: Construction plans will also address demolition and removals, erosion control, utility adjustments, traffic control (including phasing, detours, road closures, signing, barricading, etc.), pavement markings and signage, and other improvements.
- Q. Review Plans: The Consultant shall develop conceptual schematic and estimates of probable cost for the 30% milestone. A rolled schematic will be provided for review and comment and to determine the feasibility of the project and confirm constructability and cost prior to developing preliminary plans. Preliminary plans shall then be prepared and submitted at the 60% milestone. Pre-Final plans shall be prepared and submitted at the 90% milestone and Final plans shall be prepared and submitted at the 100% milestone. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. The Consultant shall, in company with the City, perform at least three (3) plans-in-hand review meetings for each submittal. Deliverables for each design submission are as follows:
- (1) 30% Design Package
    - (a) Roll schematic depicting plan layout for roadway modifications, sidewalk/trail and up to three (3) alternative options for intersection improvements.
    - (b) Typical Corridor/Parkway Sections
    - (c) Engineer's Preliminary Opinion of Probable Construction Cost
  - (2) 60% Design Package
    - (a) Information provided in previous design package revised per City comment
    - (b) Cover sheet, sheet index and legend, general notes
    - (c) Project layout and control
    - (d) Right of Way map sheets
    - (e) Demolition plans
    - (f) Roadway plan sheets
    - (g) Grading plans
    - (h) Trail/Sidewalk plan and profile sheets
    - (i) Landscape and irrigation plan sheets
    - (j) Hardscape and materials plan sheets
    - (k) Utility Adjustments Plans
    - (l) Storm Drain Lateral Plan and Profile Sheets
    - (m) Project bid proposal
    - (n) Engineer's 60% Opinion of Probable Construction Cost

- (3) 90% Design Package
  - (a) Information provided in previous design package revised per City comment.
  - (b) Detailed intersection grading plans
  - (c) Traffic control and phasing sheets
  - (d) Pedestrian Illumination plan sheets
  - (e) Pavement markings and signage
  - (f) Erosion control plans
  - (g) Tree preservation/mitigation plan sheets
  - (h) Project detail sheets
  - (i) Project standard and technical specifications
  - (j) Engineer's 90% Opinion of Probable Construction Cost
- (4) 100% Final Design Package
  - (a) Information provided in previous design package revised per City comment, signed and sealed for bidding.
  - (b) Engineer's 100% Opinion of Probable Construction Cost

R. Design: The design of the project shall be in general accordance with the City of Lewisville ordinances, standard details, Texas Accessibility Standards, PROWAG, Texas Department of Transportation Standards, AASHTO design guidelines and good Consulting practices.

S. Utility Coordination: During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical. When required, proposed relocations or replacements will be shown in plan and profile. The Consultant will provide utility companies with electronic PDF files of 60% plans for review. The City shall provide local utility contact information to assist with distribution.

T. Prints: Two (2) 11x17 sets of hard-copy plans and electronic files in PDF format shall be submitted to the City for each review stage and will include an estimate of probable construction costs.

U. General: Construction plans shall be furnished half-size. The Consultant will provide one 11x17 set of hard-copy plans, electronic pdf files and Microstation files for bidding and construction. The City's standard format shall be used. Electronic files in PDF and DGN or DWG format shall be provided to the Contractor for use during construction.

V. Generic Sheet List: Following is a general list of plan sheets required for each relevant construction package.

- (1) Cover Sheet
- (2) Sheet Index and Legend
- (3) Project General Notes
- (4) Typical Corridor/Parkway Sections
- (5) Project Layout Sheet(s)

- (6) Right-of-Way Maps
- (7) Demolition Plans
- (8) Paving Plan Sheets
- (9) Trail Plan and Profile Sheets
- (10) Grading Plans
- (11) Detailed Intersection Paving and Pavement Markings Plans
- (12) Detailed Intersection Grading Plans
- (13) Landscape Plan Sheets
- (14) Landscape Details
- (15) Irrigation Plan Sheets
- (16) Irrigation Details
- (17) Hardscape & Materials Plan Sheets
- (18) Hardscape & Materials Details
- (19) Tree Preservation/Mitigation Plan Sheets
- (20) Tree Preservation/Mitigation Details
- (21) City of Lewisville Pavement Standard Details
- (22) Miscellaneous Pavement Details
- (23) Utility Adjustments Plans
- (24) Storm Drain Lateral Plan and Profile Sheets
- (25) Erosion Control Plans
- (26) City of Lewisville Erosion Control Details
- (27) Pavement Markings and Signage Plans and Details
- (28) Pedestrian Illumination Plans
- (29) Illumination Tables and Details
- (30) Traffic Control and Sequencing Plans
- (31) Traffic Control Details
- (32) Miscellaneous TxDOT Details (as needed)

W. Specifications: The Consultant shall prepare a bid proposal and technical specifications required for bidding and constructing the project. Only specifications amending or supplementing NCTCOG specifications need be furnished. Under this section, the Consultant shall also provide a listing of bid items with quantities and opinion of probable construction cost estimates (OPCC). Specifications, bid items and quantities shall be furnished by electronic file.

X. Miscellaneous: Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

## **9. PERMITTING**

The Consultant shall prepare applications to the Texas Department of Licensing and Review (TDLR) for code review of sidewalks and ramps. After construction the Consultant shall notify TDLR of completion date. Consultant shall address any questions or issues by TDLR as a result of review and inspection. TDLR review and inspection fees are included in this proposal.



The Consultant shall prepare a construction plans permit set to submit to TxDOT for approval to allow Summit Avenue improvements in TxDOT Right-of-Way as they pertain to connections to Justin Road (FM 407) roadway and pedestrian facilities.

#### **10. BIDDING AND CONSTRUCTION PHASE SERVICES**

A. Bidding – During the bidding phase, the Consultant will prepare bid documents and assist the City in advertising the project for bids. The Consultant will address technical questions and prepare addenda and issue to the bidders. The Consultant shall attend a pre-bid meeting and prepare minutes.

B. Construction:

- (1) Review shop drawings and Contractor submittals.
- (2) Address Contractor Requests for Information (RFI) on design plans during construction.
- (3) Prepare and negotiate Change Orders between the Contractor and the City.
- (4) Prepare record drawings/as-builts from information supplied by the Contractor.

C. Closure – The Consultant shall prepare “record drawing” as-built plans, incorporating all changes and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished in PDF format. Microstation CADD files shall be furnished as well.

#### **11. ELECTRICAL ENGINEERING DESIGN SERVICES**

The City of Lewisville will be performing pedestrian illumination improvements along Summit Ave from the RR ROW boundary north to FM 407/Justin Road. The scope of work includes the electrical engineering and illumination design of approximately 0.6 miles of pedestrian lighting along Summit Ave.

- A. Utility coordination with electric service provider for electrical service location.
- B. Coordination with the City and Halff design team for fixture type selection.
- C. Perform illumination photometric study based on IESNA standards to define light locations, quantities, and illumination levels.
- D. Development of electrical site plan including conduit pathways, feeder/run schedules and pull box locations for electrical service distribution. (See Pedestrian Illumination Plans & Details)
- E. Perform electrical load estimate for sizing of electrical service and development of one-line and electrical service schedules.
- F. Conduct voltage drop calculations for conductor sizing.

G. Development of data tables.

H. Development of electrical details and general notes pertaining to the scope of work. (See Pedestrian Illumination Plans & Details)

Electrical Engineering Design Deliverables included:

- 60% design - Photometric analysis, lighting layout and electric service location for Owner review.
- 90% design milestone – In addition to revisions, as needed, to the 60% design deliverables, detailed electrical drawings for Owner review. Owner's written approval will be required to proceed to next deliverable milestone.
- 100% design milestone - Construction documents for contractor bidding and construction and finalized deliverables from previous design milestones.

#### **ELECTRICAL ENGINEERING DESIGN SERVICES ASSUMPTIONS**

Electrical Engineering Design services assumptions and other services assumed to be provided by the City include, but are not limited to the following:

- (1) City shall provide electric service provider point of contact.
- (2) Utility coordination shall be conducted via Teams/Zoom conference call meetings.
- (3) Construction administration services and site visits are excluded but can be provided upon request and approval of supplemental agreement.
- (4) Foundation design of light fixtures is excluded from this scope.
- (5) Existing street lighting along Summit Ave shall remain.

#### **12. EXCLUSIONS**

Other additional services, not included in this contract, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate as described below. Items that are considered additional services include:

- Attendance or preparation for Public Meeting(s)
- Attendance or preparation for City Council Meetings
- Attendance of Bid Opening Meeting
- Attendance of Pre-Construction Meeting
- Attendance of Construction Meetings
- Development of new trail signage design concepts
- Design or development of trail heads at locations where trails intersect with the project
- Structural components to any landscape item(s)
- Revisions to plans requested by the City after plans are approved
- Permit fees, filing fees, pro-rated fees, impact fees and taxes
- Title and Closing Services
- Relocation Assistance Services
- Condemnation Support
- Relocation Appeal(s)

- Eviction Process
- Disposal of Property Services
- Initial and Update Appraisal Services
- Testimony for hearing(s) or appeal(s)
- Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law
- Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project
- Initiate, coordinate, and administer environmental investigation surveys
- Provide Bill of Sale for disposal of improvements
- Pay direct costs of preliminary title commitment, closing costs of the title company, updates and title insurance for all parcels acquired
- Pay direct costs of appraisals or appraisal reviews
- Provide Review Committee for Relocation Appeal(s).
- Property acquisition, negotiations or title/closing services other than stipulated in the "6. Right-of-Way Services" section.
- Analysis and/or design of storm drain, water, sanitary sewer, gas, telephone, or other utility improvements except as noted herein
- Graphic products except as noted herein
- SUE Quality Level-A Test Holes
- Design of utilities or other improvements outside of the project boundary or roadway rights of way (not in scope)
- Traffic Evaluation
- Data Collection for Traffic Evaluation
- Traffic Impact Analysis
- Traffic Study or Reports
- SWPPP preparation
- Environmental services or assessments
- Construction staking
- FEMA CLOMR and/or LOMR submittal
- Hydrologic and Hydraulic analysis
- Advanced, 2D hydraulic analysis
- Sediment transport analysis
- Scour Analysis
- Drainage Study design drawings, plans, or specifications
- Preparation of an Individual Permit
- Preparation of a Pedestrian Survey for Cultural Resources
- Design of Roadway (Street) Lighting
- Design for additional power connection or circuiting to other devices not mentioned above
- Design for receptacles located at the base of the electrical lighting pole
- Design for foundations of light fixtures
- Preparation of contract books, bonds or agreements

- Preparation of Bidder Referral Letter
- Preparation of Bid Tab Analysis or Summary
- Review of contractor pay requests or schedules
- Attendance of final inspection and punchlist walk

### **13. SCHEDULE**

The Scope of Services for this PROJECT is based on the following schedule:

- A. Completion of design surveys and SUE level “B” field work: 60 calendar days from date of written authorization to begin work.
- B. Completion/furnishing 30% conceptual schematic, bid quantities, and construction cost estimate: 90 calendar days from date of written authorization to begin.
- C. Completion/furnishing 60% preliminary plans, bid quantities, and construction cost estimate: 90 calendar days from date of receipt of City 30% submittal comments.
- D. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 60 calendar days from date of receipt of City 60% submittal comments.
- E. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 30 calendar days from date of receipt of City 90% submittal comments.
- F. Bidding services: 60 calendar days from city’s approval of final plans.
- G. Construction services: In accordance with construction schedule (estimated to be 240 calendar days total)
- H. Closure: 30 calendar days from the date of construction completion.

**COMPENSATION**  
**for**  
**SUMMIT AVENUE STREETScape IMPROVEMENTS**

This section of Attachment “B” defines the basis of compensation to the Consultant for the services rendered.

**Basic Fee Services (Project Management and Construction Plans)** – The basic fee for the services as described in the Scope of Services section Attachment “B” as Project Management and Construction Plans will be **\$508,900** which includes printing, direct costs and computer charges normally associated with production of these services.

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

1. \$111,900 for Conceptual Design Phase (30% submittal)
2. \$175,000 for Preliminary Design Phase (60% submittal)
3. \$155,000 for Pre-Final Design Phase (90% submittal)
4. \$67,000 for Final Design Phase (100% submittal)

Items (1) through (4) will be billed lump sum monthly based on actual completion of the tasks and may include partial payments of the total amounts designated for each item.

**Special Services** – The maximum not-to-exceed fee for special services as described in the Scope of Services section of Attachment “B” will be **\$190,700**, which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for special services shall be lump sum unless noted otherwise. The table below summarizes special services fees.

| <b>TASK DESCRIPTION</b>   | <b>FEE</b> |
|---|------------|
| I. Design Surveys (Topographic and Boundary)                            | \$43,900   |
| II. Right-of-Way Parcels (\$5,000 per each)                             | \$5,000    |
| III. Permanent Easements (\$3,500 per each)                             | \$3,500    |
| IV. Temporary Construction Easements (\$2,500 per each)                 | \$2,500    |
| V. Right-Of-Way Acquisition and Negotiation Services (\$5,800 per each) | \$5,800    |
| VI. Subsurface Utility Engineering Level B, C, & D                      | \$79,000   |

|                               |  |                  |
|-------------------------------|--|------------------|
| VII.                          | TDLR Plan Review, State Filing and Inspection Fees | \$2,200          |
| VIII.                         | TxDOT Permit Coordination                          | \$7,500          |
| IX.                           | Bidding and Construction Phase Services            | \$22,100         |
| X.                            | Electrical Engineering Design Services             | \$19,200         |
| <b>TOTAL SPECIAL SERVICES</b> |  | <b>\$190,700</b> |

**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 **\$699,600.00 (Six Hundred Ninety-Nine Thousand Six Hundred Dollars and Zero Cents).**

Item II. The City will only be billed for the number of right-of-way parcels produced.

Item III. and IV. The City will only be billed for the number of easement parcels produced.

Item V. The City will only be billed for the number of parcels that require acquisition, negotiation and title/closing services.

Reimbursable costs include printing, deliveries, mileage and other direct costs associated with the project, subcontract expenses and outside services shall be reimbursed at cost to Consultant plus a markup of ten percent (10%).

CITY OF LEWISVILLE  
Summit Avenue Streetscape Improvements

|  | Labor Category |             | Project Mgr. (PE) | QA/QC Manager (PE) | PLA Project Mgr. (PLA) | Electrical Eng. (PE) | Lead Civil Eng. (PE) | LA Designer | EIT | CADD | Survey RPLS/ Geospatial Manager | Sr. Survey Technician | Survey Crew 2- Man | Survey Crew 1- Man | SUE QA/QC Manager | Designating 2-man Crew | SUE Manager | SUE Field Manager | Utility Coordinator | Clerical |               |                |     |         |              |                  |          |          |
|--|----------------|-------------|-------------------|--------------------|------------------------|----------------------|----------------------|-------------|-----|------|---------------------------------|-----------------------|--------------------|--------------------|-------------------|------------------------|-------------|-------------------|---------------------|----------|---------------|----------------|-----|---------|--------------|------------------|----------|----------|
| City of Lewisville   |                |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| Summit Avenue Streetscape Improvements                         | Team Member    |             | All               | All                | All                    | All                  | All                  | All         | All | All  | All                             | All                   | All                | All                | All               | All                    | All         | All               | All                 | All      | Total Manhour | Total Labor \$ |     | Mileage | Deliv./Print | Total Expense \$ |          | Total \$ |
|  |                |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
|  | Scope Ref.     | Plan Sheets |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| 1.0 PROJECT MANAGEMENT   | 3              |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| 1.1 Kickoff Meeting (1)  |                | -           | 4                 |                    | 4                      |                      | 4                    |             | 4   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 16            | \$3,180        | 60  |         | \$42         |                  | \$3,200  |          |
| 1.2 Design coordination meetings/plan review (4)               |                | -           | 16                |                    |                        |                      | 16                   |             | 16  |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 48            | \$9,200        | 240 |         | \$168        |                  | \$9,400  |          |
| 1.3 Monthly reports and billing (22)                           |                | -           | 22                |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     | 22       | 44            | \$7,700        |     |         |              |                  | \$7,700  |          |
| 1.4 Project scheduling   |                | -           | 2                 |                    |                        |                      | 4                    |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 6             | \$1,220        |     |         |              |                  | \$1,200  |          |
| 1.5 Franchise utility coordination                             |                | -           | 4                 |                    |                        |                      | 16                   |             | 24  |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 44            | \$7,360        |     |         |              |                  | \$7,400  |          |
| 1.6 Quality assurance/quality control                          |                | -           |                   | 24                 |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 24            | \$6,960        |     |         |              |                  | \$7,000  |          |
| 1.7 Design Team Coordination/Internal Meetings                 |                |             | 24                | 8                  | 24                     | 16                   | 24                   | 12          | 12  |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 120           | \$24,580       |     |         |              |                  | \$24,600 |          |
| 2.0 DESIGN SURVEY  | 4              |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| 2.1 Topographic  |                | -           |                   |                    |                        |                      |                      |             |     | 12   | 8                               | 16                    | 40                 | 40                 |                   |                        |             |                   |                     |          | 116           | \$18,480       |     |         |              |                  | \$18,500 |          |
| 2.2 Boundary   |                | -           |                   |                    |                        |                      |                      |             |     | 16   | 12                              | 20                    | 60                 | 48                 |                   |                        |             |                   |                     |          | 156           | \$25,420       |     |         |              |                  | \$25,400 |          |
| 3.0 RIGHT-OF-WAY REQUIREMENTS                                  | 5              |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| 3.1 Right-of-way Parcels (\$5,000/each)                        |                |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$5,000        |     |         |              |                  | \$5,000  |          |
| 3.2 Permanent Easement Parcels (\$3,500/each)                  |                |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$3,500        |     |         |              |                  | \$3,500  |          |
| 3.2 Temporary Construction Easement Parcels (\$2,500/each)     |                |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$2,500        |     |         |              |                  | \$2,500  |          |
| 4.0 RIGHT-OF-WAY SERVICES                                      | 6              |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| 4.1 Acquisition, Negotiations and Title/Closing (\$5,800/each) |                |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$5,800        |     |         |              |                  | \$5,800  |          |
| 5.0 SUBSURFACE UTILITY ENGINEERING                             | 7              |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| 5.1 Level B-D Investigation                                    |                | -           | 8                 |                    |                        |                      |                      |             |     | 80   |                                 |                       |                    |                    | 16                | 200                    | 40          | 40                | 16                  | 2        | 402           | \$78,960       |     |         |              |                  | \$79,000 |          |
| 6.0 CONSTRUCTION PLANS   | 8              |             |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |         |              |                  |          |          |
| 6.1 Construction Plans   |                | -           |                   |                    |                        |                      |                      |             |     |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     | \$2,000 | \$2,000      |                  | \$2,000  |          |
| Cover Sheet  |                | 1           |                   |                    |                        |                      | 1                    | 1           | 2   | 2    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 6             | \$820          |     |         |              |                  | \$800    |          |
| Sheet Index and Legend   |                | 1           |                   |                    |                        |                      | 1                    | 1           | 2   | 2    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 6             | \$820          |     |         |              |                  | \$800    |          |
| General Notes  |                | 2           | 1                 |                    |                        |                      | 2                    |             | 4   | 4    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 11            | \$1,630        |     |         |              |                  | \$1,600  |          |
| Typical Corridor/Parkway Sections                              |                | 2           | 4                 |                    | 2                      |                      | 8                    | 4           | 20  | 4    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 42            | \$6,740        |     |         |              |                  | \$6,700  |          |
| Project Layout   |                | 2           | 1                 |                    |                        |                      | 4                    |             | 20  | 4    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 29            | \$4,310        |     |         |              |                  | \$4,300  |          |
| Right-of-Way Map Sheets  |                | 4           | 4                 |                    |                        |                      | 16                   |             | 48  | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 76            | \$11,720       |     |         |              |                  | \$11,700 |          |
| Demolition Plans   |                | 4           | 4                 |                    |                        |                      | 12                   |             | 40  | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 64            | \$9,840        |     |         |              |                  | \$9,800  |          |
| Intersection Alternate Options (Up to 3) (Schematic)           |                | 3           | 3                 |                    |                        |                      | 12                   |             | 36  | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 59            | \$9,010        |     |         |              |                  | \$9,000  |          |
| Paving Plans   |                | 4           | 4                 |                    |                        |                      | 20                   |             | 60  | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 92            | \$14,180       |     |         |              |                  | \$14,200 |          |
| Trail Plan and Profile Sheets                                  |                | 8           | 8                 |                    | 8                      |                      | 24                   | 16          | 96  | 16   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 168           | \$25,840       |     |         |              |                  | \$25,800 |          |
| Grading Plans  |                | 4           | 4                 |                    |                        |                      | 32                   |             | 108 | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 152           | \$23,300       |     |         |              |                  | \$23,300 |          |
| Detailed Intersection Paving & Pavement Markings Plans         |                | 6           | 6                 |                    |                        |                      | 24                   |             | 72  | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 114           | \$17,580       |     |         |              |                  | \$17,600 |          |
| Detailed Intersection Grading Plans                            |                | 6           | 6                 |                    |                        |                      | 40                   |             | 120 | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 178           | \$27,420       |     |         |              |                  | \$27,400 |          |
| Landscape Plans  |                | 7           | 7                 |                    | 30                     |                      |                      | 120         |     | 16   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 173           | \$25,710       |     |         |              |                  | \$25,700 |          |
| Landscape Details  |                | 10          | 5                 |                    | 8                      |                      |                      | 24          |     | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 49            | \$7,450        |     |         |              |                  | \$7,500  |          |
| Irrigation Plans   |                | 7           | 7                 |                    | 30                     |                      |                      | 120         |     | 16   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 173           | \$25,710       |     |         |              |                  | \$25,700 |          |
| Irrigation Details   |                | 6           | 3                 |                    | 8                      |                      |                      | 24          |     | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 43            | \$6,510        |     |         |              |                  | \$6,500  |          |
| Hardscape & Materials Plans                                    |                | 7           | 7                 |                    | 48                     |                      |                      | 172         |     | 16   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 243           | \$36,430       |     |         |              |                  | \$36,400 |          |
| Hardscape & Materials Details                                  |                | 10          | 5                 |                    | 20                     |                      |                      | 80          |     | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 117           | \$17,370       |     |         |              |                  | \$17,400 |          |

CITY OF LEWISVILLE  
Summit Avenue Streetscape Improvements

|  | Labor Category |             | Project Mgr. (PE) | QA/QC Manager (PE) | PLA Project Mgr. (PLA) | Electrical Eng. (PE) | Lead Civil Eng. (PE) | LA Designer | EIT  | CADD | Survey RPLS/ Geospatial Manager | Sr. Survey Technician | Survey Crew 2- Man | Survey Crew 1- Man | SUE QA/QC Manager | Designating 2-man Crew | SUE Manager | SUE Field Manager | Utility Coordinator | Clerical |               |                |     |            |              |                  |           |
|--|----------------|-------------|-------------------|--------------------|------------------------|----------------------|----------------------|-------------|------|------|---------------------------------|-----------------------|--------------------|--------------------|-------------------|------------------------|-------------|-------------------|---------------------|----------|---------------|----------------|-----|------------|--------------|------------------|-----------|
| City of Lewisville                                     |                |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
| Summit Avenue Streetscape Improvements                 | Team Member    |             | All               | All                | All                    | All                  | All                  | All         | All  | All  | All                             | All                   | All                | All                | All               | All                    | All         | All               | All                 | All      | Total Manhour | Total Labor \$ |     | Mileage    | Deliv./Print | Total Expense \$ | Total \$  |
|  |                |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
|  | Scope Ref.     | Plan Sheets |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
| Task Description                                       |                |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
| Tree Preservation/Mitigation Plans                     |                | 4           | 4                 |                    | 20                     |                      |                      | 72          |      | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 104           | \$15,640       |     |            |              |                  | \$15,600  |
| Tree Preservation/Mitigation Details                   |                | 2           | 2                 |                    | 12                     |                      |                      | 36          |      | 2    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 52            | \$8,040        |     |            |              |                  | \$8,000   |
| Erosion Control Plans                                  |                | 4           | 4                 |                    |                        |                      | 12                   |             | 24   | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 52            | \$7,960        |     |            |              |                  | \$8,000   |
| Utility Adjustments Plans                              |                | 4           | 4                 |                    |                        |                      | 8                    |             | 16   | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 36            | \$5,640        |     |            |              |                  | \$5,600   |
| Storm Drain Lateral Plan and Profile Sheets            |                | 2           | 2                 |                    |                        |                      | 16                   |             | 32   | 4    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 54            | \$8,460        |     |            |              |                  | \$8,500   |
| Pavement Markings and Signage Plans                    |                | 4           | 4                 |                    |                        |                      | 16                   |             | 48   | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 80            | \$12,160       |     |            |              |                  | \$12,200  |
| Pedestrian Illumination Plans                          |                | 8           | 8                 |                    | 8                      | 32                   | 30                   |             | 90   | 24   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 192           | \$31,570       |     |            |              |                  | \$31,600  |
| Pedestrian Illumination Details                        |                | 4           | 4                 |                    | 4                      | 16                   | 8                    |             | 32   | 8    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 72            | \$12,200       |     |            |              |                  | \$12,200  |
| Traffic Control and Sequencing Plans                   |                | 6           | 6                 |                    |                        |                      | 24                   |             | 48   | 16   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 94            | \$14,540       |     |            |              |                  | \$14,500  |
| City/TxDOT Standard Details                            |                | 30          | 2                 |                    |                        |                      | 4                    |             | 24   | 30   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 60            | \$8,000        |     |            |              |                  | \$8,000   |
| Update Plans Per City Comments 30%                     |                | -           | 2                 |                    |                        |                      | 4                    |             | 24   | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 42            | \$6,020        |     |            |              |                  | \$6,000   |
| Update Plans Per City Comments 60%                     |                | -           | 2                 |                    |                        |                      | 4                    |             | 24   | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 42            | \$6,020        |     |            |              |                  | \$6,000   |
| Update Plans Per City Comments 90%                     |                | -           | 2                 |                    |                        |                      | 4                    |             | 24   | 12   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 42            | \$6,020        |     |            |              |                  | \$6,000   |
| Specifications and Bid Proposal                        |                | -           | 4                 |                    | 40                     |                      | 32                   | 24          | 16   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 116           | \$21,000       |     |            |              |                  | \$21,000  |
| Engineers Estimate of Probable Construction Costs      |                | -           | 4                 |                    | 4                      | 4                    | 8                    | 8           | 40   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 68            | \$11,000       |     |            |              |                  | \$11,000  |
| 7.0 PERMITTING   | 9              |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
| 7.1 TDLR Registration and Inspection                   |                | -           |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$2,200        |     |            |              |                  | \$2,200   |
| 7.2 TxDOT Permit Coordination and Set Preparation      |                | -           |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$7,500        |     |            |              |                  | \$7,500   |
| 8.0 BIDDING AND CONSTRUCTION PHASE SERVICES            | 10             |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
| 8.1 Pre-Bid Meeting                                    |                |             | 4                 |                    |                        |                      | 4                    |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 8             | \$1,720        | 60  |            | \$42         |                  | \$1,800   |
| 8.2 Bidder Technical Questions and Addenda             |                |             | 1                 |                    |                        |                      | 4                    |             | 16   | 2    |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 23            | \$3,510        |     |            |              |                  | \$3,500   |
| 8.3 Construction RFIs/Submittals/Change Orders         |                |             | 8                 |                    | 4                      |                      | 20                   | 8           | 40   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 80            | \$13,320       |     |            |              |                  | \$13,300  |
| 8.4 As-Built Record Drawings                           |                |             | 1                 |                    |                        |                      | 2                    |             | 8    | 16   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 27            | \$3,530        |     |            |              |                  | \$3,500   |
| 9.0 ELECTRICAL ENGINEERING DESIGN SERVICES             | 11             |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
| 9.1 Photometric Illumination Study                     |                | -           |                   |                    |                        | 12                   |                      |             | 24   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 36            | \$6,000        |     |            |              |                  | \$6,000   |
| 9.2 Lighting Plan, Schedules, Load Estimates, & Tables |                | -           |                   |                    |                        | 16                   |                      |             | 40   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 56            | \$9,160        |     |            |              |                  | \$9,200   |
| 9.3 Voltage Drop Calculations                          |                | -           |                   |                    |                        | 8                    |                      |             | 16   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 24            | \$4,000        |     |            |              |                  | \$4,000   |
| Subtotal Summary                                       |                |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               |                |     |            |              |                  |           |
| 1.0 PROJECT MANAGEMENT                                 |                |             | 72                | 32                 | 28                     |                      | 64                   | 12          | 56   |      |                                 |                       |                    |                    |                   |                        |             |                   | 22                  |          | 302           | \$60,200       | 300 |            | \$200        |                  | \$60,500  |
| 2.0 DESIGN SURVEY                                      |                |             |                   |                    |                        |                      |                      |             |      | 28   | 20                              | 36                    | 100                | 88                 |                   |                        |             |                   |                     |          | 272           | \$43,900       |     |            |              |                  | \$43,900  |
| 3.0 RIGHT-OF-WAY REQUIREMENTS                          |                |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$11,000       |     |            |              |                  | \$11,000  |
| 4.0 RIGHT-OF-WAY SERVICES                              |                |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$5,800        |     |            |              |                  | \$5,800   |
| 5.0 SUBSURFACE UTILITY ENGINEERING                     |                |             | 8                 |                    |                        |                      |                      |             |      | 80   |                                 |                       |                    |                    | 16                | 200                    | 40          | 40                | 16                  | 2        | 402           | \$78,960       |     |            |              |                  | \$79,000  |
| 6.0 CONSTRUCTION PLANS                                 |                | 162         | 133               |                    | 242                    | 52                   | 366                  | 702         | 1070 | 336  |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 2901          | \$446,660      |     | \$2,000.00 | \$2,000      |                  | \$448,400 |
| 7.0 PERMITTING   |                |             |                   |                    |                        |                      |                      |             |      |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$9,700        |     |            |              |                  | \$9,700   |
| 8.0 BIDDING AND CONSTRUCTION PHASE SERVICES            |                |             | 14                |                    | 4                      |                      | 30                   | 8           | 64   | 18   |                                 |                       |                    |                    |                   |                        |             |                   |                     |          |               | \$22,080       | 60  |            | \$42         |                  | \$22,100  |
| 9.0 ELECTRICAL ENGINEERING DESIGN SERVICES             |                |             |                   |                    |                        | 36                   |                      |             | 80   |      |                                 |                       |                    |                    |                   |                        |             |                   |                     |          | 116           | \$19,160       |     |            |              |                  | \$19,200  |
| TOTAL  |                | 162         | 227               | 32                 | 274                    | 88                   | 460                  | 722         | 1270 | 462  | 20                              | 36                    | 100                | 88                 | 16                | 200                    | 40          | 40                | 16                  | 24       | 3993          | \$697,460      | 360 | \$2,000    | \$2,242      |                  | \$699,600 |



**HALFF ASSOCIATES, Inc.**  
**2601 Meacham Blvd., Ste. 600**  
**Fort Worth, Texas 76137**  
**(817) 847-1422**

**CLIENT:** City of Lewisville  
**PROJECT:** Summit Avenue  
Streetscape Improvements  
Conceptual

**FILE NAME:** Lewisville Summit Ave - Conceptual OPCC  
**DATE:** 1/13/2025

**PREPARED BY:** KJG  
**AVO:** 59483

**ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST**

| Item No.   | Description   | Unit | Total Quantity | Unit Cost    | Total Amount       |
|--|---|------|----------------|--------------|--------------------|
| <b>Section I - Summit Avenue Streetscape Improvements</b>                |   |      |                |              |                    |
| <b>Sub-Section IA - Paving, Trail and Pedestrian Lighting</b>            |   |      |                |              |                    |
| 1  | Start-Up (Bonds, Insurance, Move-In, Sanitary Facilities) Note: This Item may not exceed 5% of the Grand Total Bid Amount | LS   | 1              | \$129,900.00 | \$129,900          |
| 2  | Temporary Traffic Control Including Barriers, Barricades and/or Detour  | LS   | 1              | \$25,000.00  | \$25,000           |
| 3  | Prepare Right of Way  | STA  | 33             | \$750.00     | \$24,750           |
| 4  | Sawcut and Remove Concrete Flatwork   | SF   | 47,780         | \$2.50       | \$119,450          |
| 5  | Sawcut and Remove Concrete Curb   | LF   | 1,100          | \$10.00      | \$11,000           |
| 6  | Unclassified Excavation   | CY   | 1,000          | \$38.00      | \$38,000           |
| 7  | Erosion Control (SWPPP) and Removal   | LS   | 1              | \$30,000.00  | \$30,000           |
| 8  | 6-Inch Flex Base  | SY   | 575            | \$50.00      | \$28,750           |
| 9  | 6-Inch Reinforced Concrete Driveway Pavement  | SY   | 575            | \$80.00      | \$46,000           |
| 10   | Concrete Header   | LF   | 100            | \$20.00      | \$2,000            |
| 11   | Anchorage Joint   | LF   | 2,000          | \$20.00      | \$40,000           |
| 12   | 5-Inch Thick Concrete Sidewalk  | SF   | 25,000         | \$10.00      | \$250,000          |
| 13   | Enhanced/Raised Concrete Crosswalk Pavement   | SF   | 14,900         | \$28.00      | \$417,200          |
| 14   | Stamped Concrete Median/Bulb-Out Pavement with Monolithic Curb  | SF   | 13,450         | \$25.00      | \$336,250          |
| 13   | Barrier-Free Sidewalk Ramp - 8' Type 1 (5-Inch Thick Concrete Handicap Accessible Ramp)                                   | EA   | 30             | \$3,500.00   | \$105,000          |
| 14   | Barrier-Free Sidewalk Ramp - 8' Type 7 (5-Inch Thick Concrete Handicap Accessible Ramp)                                   | EA   | 16             | \$3,500.00   | \$56,000           |
| 15   | Barrier-Free Sidewalk Ramp - 8' Modified Type 20 (5-Inch Thick Concrete Handicap Accessible Ramp)                         | EA   | 1              | \$5,000.00   | \$5,000            |
| 16   | Barrier-Free Sidewalk Ramp - 8' Type 21 (5-Inch Thick Concrete Handicap Accessible Ramp)                                  | EA   | 11             | \$4,000.00   | \$44,000           |
| 17   | Cast-In-Place Concrete Retaining Wall   | SF   | 150            | \$120.00     | \$18,000           |
| 18   | Pavement Markings and Signage   | LS   | 1              | \$50,000.00  | \$50,000           |
| 19   | TxDOT PR11 Pedestrian Railing   | LF   | 75             | \$275.00     | \$20,625           |
| 20   | 2" Conduit for Pedestrian Lights  | LF   | 6,500          | \$17.00      | \$110,500          |
| 21   | 2" Conduit for Irrigation   | LF   | 3,250          | \$20.00      | \$65,000           |
| 22   | Pedestrian Light Foundation   | EA   | 34             | \$2,500.00   | \$85,000           |
| 23   | Pedestrian Light Pole and Luminaire   | EA   | 34             | \$7,500.00   | \$255,000          |
| 24   | Pedestrian Light Ground Box   | EA   | 22             | \$2,000.00   | \$44,000           |
| 25   | Irrigation Ground Box   | EA   | 14             | \$2,000.00   | \$28,000           |
| 26   | #8 AWG Insulated Stranded Copper Conductor  | LF   | 13,000         | \$5.00       | \$65,000           |
| 27   | #8 AWG Bare Solid Copper Conductor  | LF   | 6,500          | \$5.00       | \$32,500           |
| 28   | #12 AWG Insulated Stranded Copper Conductor   | LF   | 6,500          | \$2.50       | \$16,250           |
| 29   | #12 AWG Bare Solid Copper Conductor   | LF   | 3,250          | \$2.50       | \$8,125            |
| 30   | Electrical Service for Irrigation   | EA   | 3              | \$10,000.00  | \$30,000           |
| 31   | Electrical Service for Lighting   | EA   | 4              | \$10,000.00  | \$40,000           |
| 32   | Ground Box Type D w/ Apron  | EA   | 8              | \$2,250.00   | \$18,000           |
| <b>Subtotal - Sub-Section IA - Paving, Trail and Pedestrian Lighting</b> |   |      |                |              | <b>\$2,594,300</b> |
| <b>Sub-Section IB - Median Landscape and Irrigation</b>                  |   |      |                |              |                    |
| 1  | Start-Up (Bonds, Insurance, Move-In, Sanitary Facilities) Note: This Item may not exceed 5% of the Grand Total Bid Amount | LS   | 1              | \$22,100.00  | \$22,100           |
| 2  | Irrigation System   | LS   | 1              | \$150,000.00 | \$150,000          |
| 3  | Mulch   | SY   | 320            | \$8.00       | \$2,560            |
| 4  | 8" Concrete Mow Strip   | LF   | 600            | \$35.00      | \$21,000           |
| 5  | Plant Bed Preparation   | SY   | 320            | \$8.00       | \$2,560            |
| 6  | Plant Material (30 GAL)(Ornamental)(Tree)   | EA   | 20             | \$700.00     | \$14,000           |

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Streetscape Improvements  
Conceptual

**FILE NAME:** Lewisville Summit Ave - Conceptual OPCC  
**DATE:** 1/13/2025

**PREPARED BY:** KJG  
**AVO:** 59483

**ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST**

| Item No.   | Description   | Unit | Total Quantity | Unit Cost    | Total Amount       |
|--|---|------|----------------|--------------|--------------------|
| 7  | Plant Material (3" CAL)(Shade)(Tree)  | EA   | 80             | \$1,250.00   | \$100,000          |
| 8  | Plant Material (1 GAL)(Shrub)   | EA   | 650            | \$25.00      | \$16,250           |
| 9  | Plant Material (3 GAL)(Shrub)   | EA   | 125            | \$35.00      | \$4,375            |
| 10   | Plant Maintenance   | MO   | 12             | \$2,000.00   | \$24,000           |
| 11   | Irrigation System Operation and Maintenance   | MO   | 12             | \$2,000.00   | \$24,000           |
| 12   | Patterned Concrete 'Bomanite River Rock'  | SY   | 100            | \$250.00     | \$25,000           |
| 13   | 4" Topsoil and Block Sodding  | SY   | 5,800          | \$10.00      | \$58,000           |
| <b>Subtotal - Sub-Section IB - Median Landscape and Irrigation</b>             |   |      |                |              | <b>\$463,845</b>   |
| <b>Sub-Section IC - Parkway Landscape, Irrigation and Hardscape</b>            |   |      |                |              |                    |
| 1  | Start-Up (Bonds, Insurance, Move-In, Sanitary Facilities) Note: This Item may not exceed 5% of the Grand Total Bid Amount | LS   | 1              | \$31,900.00  | \$31,900           |
| 2  | Irrigation System   | LS   | 1              | \$150,000.00 | \$150,000          |
| 3  | Mulch   | SY   | 400            | \$8.00       | \$3,200            |
| 4  | 8" Concrete Mow Strip   | LF   | 300            | \$35.00      | \$10,500           |
| 5  | Plant Bed Preparation   | SY   | 400            | \$8.00       | \$3,200            |
| 6  | Plant Material (30 GAL)(Ornamental)(Tree)   | EA   | 25             | \$700.00     | \$17,500           |
| 7  | Plant Material (3" CAL)(Shade)(Tree)  | EA   | 100            | \$1,250.00   | \$125,000          |
| 8  | Plant Material (1 GAL)(Shrub)   | EA   | 480            | \$25.00      | \$12,000           |
| 9  | Plant Material (3 GAL)(Shrub)   | EA   | 240            | \$35.00      | \$8,400            |
| 10   | Plant Maintenance   | MO   | 12             | \$2,000.00   | \$24,000           |
| 11   | Irrigation System Operation and Maintenance   | MO   | 12             | \$2,000.00   | \$24,000           |
| 12   | Patterned Concrete 'Bomanite River Rock'  | SY   | 200            | \$250.00     | \$50,000           |
| 13   | Site Furniture, Trail Signage and Non-Traditional Striping  | LS   | 1              | \$125,000.00 | \$125,000          |
| 14   | 4" Topsoil and Block Sodding  | SY   | 8,500          | \$10.00      | \$85,000           |
| <b>Subtotal - Sub-Section IC - Parkway Landscape, Irrigation and Hardscape</b> |   |      |                |              | <b>\$669,700</b>   |
| <b>Sub-Section ID - Drainage &amp; Utility Adjustments</b>                     |   |      |                |              |                    |
| 1  | Start-Up (Bonds, Insurance, Move-In, Sanitary Facilities) Note: This Item may not exceed 5% of the Grand Total Bid Amount | LS   | 1              | \$6,600.00   | \$6,600            |
| 2  | Adjust Water Valve to Grade   | EA   | 22             | \$500.00     | \$11,000           |
| 3  | Adjust Fire Hydrant to Grade  | EA   | 2              | \$1,000.00   | \$2,000            |
| 4  | Relocate Fire Hydrant to Grade  | EA   | 6              | \$2,000.00   | \$12,000           |
| 5  | Adjust Water Vault to Grade   | EA   | 4              | \$1,500.00   | \$6,000            |
| 6  | Adjust Water Meter Box to Grade   | EA   | 5              | \$500.00     | \$2,500            |
| 7  | Adjust Electric Service Pedestal to Grade   | EA   | 2              | \$750.00     | \$1,500            |
| 8  | Remove, Relocate and Replace Area Inlet   | EA   | 2              | \$7,500.00   | \$15,000           |
| 9  | Remove, Relocate and Replace 10-foot Recessed Curb Inlet  | EA   | 4              | \$10,000.00  | \$40,000           |
| 10   | 18" Class III Reinforced Concrete Pipe (RCP)  | LF   | 80             | \$100.00     | \$8,000            |
| 11   | 24" Class III Reinforced Concrete Pipe (RCP)  | LF   | 20             | \$140.00     | \$2,800            |
| 12   | Adjust Curb Inlet Top to Grade  | EA   | 18             | \$1,250.00   | \$22,500           |
| 13   | Adjust Manhole to Grade   | EA   | 6              | \$1,500.00   | \$9,000            |
| <b>Subtotal - Sub-Section ID - Drainage &amp; Utility Adjustments</b>          |   |      |                |              | <b>\$138,900</b>   |
| <b>Subtotal - Section I - Summit Avenue Streetscape Improvements</b>           |   |      |                |              | <b>\$3,866,745</b> |
| <b>25% Contingency</b>   |   |      |                |              | <b>\$966,686</b>   |
| <b>Project Rounded Total</b>   |   |      |                |              | <b>\$4,833,000</b> |

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be liable to Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.