

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Valley 4 Neighborhood Reconstruction**

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages Garver, LLC an Arkansas limited liability company authorized to conduct business in Texas (the “Consultant”), to perform professional services in connection with Valley 4 Neighborhood Reconstruction (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

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

**A. The Valley 4 Neighborhood reconstruction is a full street reconstruction project for the limits described below. Improvements include, street paving replacement, sidewalk replacement, installing new water and sanitary sewer lines, alley replacement, and ADA improvements. This contract is for Phase 1 of this project which will include public involvement to get resident feedback for the project and develop conceptual proposed project linework, topographic survey and QL B SUE for the entire project, and conceptual design work to support the public involvement meetings.**

**B. Streets to be reconstructed are as follows:**

1. Yorkshire Terrace – Canterbury Lane to Yorkshire Circle
2. Yorkshire Circle – Yorkshire Terrace to End
3. Tiburon Bend – Yorkshire Terrace to Clydesdale Drive
4. King Circle – Tiburon Bend to End
5. Julia Court – Tiburon Bend to End
6. Sterling Lane – Kirkpatrick Lane to Clarendon Drive
7. Clarendon Drive – Yorkshire Terrace to Garden Ridge Boulevard
8. Calvert Court – Clarendon Drive to End
9. Clydesdale Drive – Kirkpatrick Lane to Garden Ridge Boulevard
10. Windemere Drive – Cross Timbers Road to Clydesdale Drive
11. Glencairn Lane – Yorkshire Terrace to Garden Ridge Boulevard
12. Solway Drive – Glencairn Lane to Garden Ridge Boulevard
13. Canterbury Lane – Kirkpatrick Lane to Belltower Court
14. Belltower Place – Windemere Drive to End
15. Belltower Drive – Windemere Drive to Belltower Court
16. Belltower Court – Belltower Drive to End
  - a. Note: Abilene Drive is not currently in this project.

**C. Alleys to be reconstructed are as follows:**

1. Alley #1 – Between College Parkway and Tiburon Bend from Kirkpatrick Lane to Abilene Drive
2. Alley #2 - Between Kirkpatrick Lane and Yorkshire Terrace from Canterbury Lane to Alley #1

3. Alley #3 – Between Yorkshire Terrace and King Circle from Tiburon Bend to Alley #1
4. Alley #4 – Between Yorkshire Circle and Tiburon Bend from Yorkshire Terrace to Alley #3
5. Alley #5 – Between King Circle and Julia Court from Tiburon Bend to Alley #1
6. Alley #6 – Between Julia Court and Abilene Drive from Tiburon Bend to Alley #1
7. Alley #7 - Between Tiburon Bend and Sterling Lane from Yorkshire Terrace to Clarendon Drive
8. Alley #8 - Between Sterling Lane and Clarendon Drive from Yorkshire Terrace to Sterling Lane
9. Alley #9 - Between Degan Elementary School and Clarendon Drive from Tiburon Bend to Clarendon Drive
10. Alley #10 - Between Clarendon Drive and Clydesdale Drive from Yorkshire Terrace to Clarendon Drive
11. Alley #11 - Between Clydesdale Drive and Glencairn Lane from Yorkshire Terrace to Clydesdale Drive
12. Alley #12 - Between Glencairn Lane and Solway Drive from Glencairn Lane to Glencairn Lane
13. Alley #13 - Between Glencairn Lane and Canterbury Lane from Yorkshire Terrace to Solway Drive
14. Alley #14 - Between Glencairn Lane and Canterbury Lane from Canterbury Lane to Alley #13
15. Alley #15 - Between Canterbury Lane and Belltower Place/Drive from Alley #16 to Belltower Court
16. Alley #16 - Between Belltower Place and Cross Timbers Road from Canterbury Lane to Belltower Place
17. Alley #17 - Between Belltower Drive and Cross Timbers Road from Belltower Drive to Alley #13

2. **SCOPE OF SERVICES.**

- A. Refer to Attachment “B” for Scope of Services

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

- A. This Agreement
- B. The City’s Insurance Requirements, attached hereto as Attachment “A”
- C. The Consultant’s Proposal, attached hereto as Attachment “B”

To the extent that any attachment is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Attachment “A”, followed by Attachment “B” shall prevail in the order listed. **Any preprinted or standard terms and**

**conditions or conditions of sale incorporated into Attachment “B” by reference are hereby declared void by agreement of the Parties.**

3. **COMPENSATION.** The total fee for services provided under this Agreement shall not exceed \$1,367,950.00.

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.

5. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes delivered pursuant to Attachment B in connection with services performed hereunder (“Deliverables”) 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: provided however, this conveyance shall not deprive Consultant of ownership of its proprietary software, standard design details, derivatives or specifications which it has developed during the time of its business. 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.

6. **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 BODILY INJURY (INCLUDING DEATH), OR TANGIBLE 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 (EXCEPT TO THE EXTENT FROM INFORMATION AND/OR TECHNOLOGY PROVIDED OR SPECIFIED BY CITY), OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER (BUT ONLY TO THE EXTENT CITY HAS REMITTED UNDISPUTED PAYMENTS DUE HEREUNDER) COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, 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.**

7. **EFFECTIVE DATE; TIME OF COMPLETION.** The effective date of this Agreement shall be the date upon which it is executed by a duly authorized representative of both Parties. A project schedule, shown in Attachment "B" is hereby included in this Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control. Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The City's authorized department contract representative and the Purchasing Manager or their designee may approve changes to the schedule set forth in Attachment "B"-Project Schedule, so long as the date of final completion of the Project does not extend more than one year past the date the City issues the Notice to Proceed as set forth in Attachment "B" – Project Schedule.
8. **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.
9. **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.

10. **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.
11. **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. Nothing herein shall be interpreted as prohibiting Consultant from disclosing general information regarding the Project for future marketing purposes.
12. **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:   Garver, LLC  
                                  Attn: Jake Bennett, PE  
                                  3000 Internet Blvd, Suite 400  
                                  Frisco, Texas 75034  
  
If to City, to:            City of Lewisville  
                                  Attn: Earl Whitaker, Procurement and Payables Manager  
                                  151 W. Church Street  
                                  Lewisville, Texas 75057
13. **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.
14. **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.
15. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.

16. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
17. **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.
18. **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.
19. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
20. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer this Agreement or its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the

Consultant.

21. **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.
22. **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.
23. **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.
24. **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. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding their compliance with the requirements of Chapter 176. It is the responsibility of each person or

agent who is contracting or seeking to contract with the City to comply with the filing requirements of Chapter 176.

- 25. 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.

- 26. 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.
- 27. 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.

- 28. 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.

- 29. 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.

- 30. 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.

31. **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.
32. **WAIVER.** A 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.
33. **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.
34. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Parties, and no amendment to the Agreement shall be made except through a written agreement which has been executed by an authorized representative of both Parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
35. **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.
36. **CERTIFICATION OF EXECUTION.** The Parties and the persons signing and executing this Agreement on behalf of the Parties, or representing themselves as signing and executing this Agreement on behalf of the Parties, do hereby warrant and certify that this Agreement has been approved by appropriate action of the respective Parties, and that the persons signing and executing this Agreement have been duly authorized by the Parties to sign and execute this Agreement on behalf of the City and Consultant and to validly and legally bind the Parties to all terms and conditions herein set forth.
37. **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 \_\_\_\_\_, 202\_.

**CITY OF LEWISVILLE, TEXAS**

**CONSULTANT**

Approved by the Lewisville City Council \_\_\_\_\_

**Garver, LLC**

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

By: Wendy G. Travis  
Wendy G. Travis, AICP, Vice President

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

Date: April 10, 2026

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

Attest: R. Jake Bennett  
Jake Bennett, PE, Municipal 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” – SERVICES

## Construction Plans for Valley 4 Neighborhood Reconstruction

### PROJECT DESCRIPTION

Refer to PSA for Project Description

#### 1. BASIC SERVICES:

##### A. Conceptual Design (LUMP SUM)

###### 1. Public Involvement

- a. The Valley 4 Neighborhood Reconstruction will be split up into 2 parts of approximately equal number of effected properties.
- b. Two (2) public involvement meetings per Valley 4 section will be hosted in order to get feedback from residents. Four (4) meetings total.
- c. The first meeting for each section will happen in Q1 2025.
- d. The second meeting will likely happen in Q3 2025.
- e. Garver Public Involvement Meeting Assistance will consist of:
  - i. Outreach
    1. Venue Coordination
    2. Materials Coordination
    3. Direct Mailing
    4. Social Media Outreach
      - a. Utilizing City’s established Social Media platforms (if they exist).
      - b. Coordinate with City Stakeholders on any additionally preferred Social Media Platforms.
      - c. All Social Media products will conform to the City’s standard branding.
  - ii. Public Meetings
    1. Exhibits
    2. Handouts
    3. Project Video
    4. Sign-In Sheets
    5. Interactive Online ArcGIS Map
    6. Management of the TEAMS online meeting
  - iii. Translation
    1. Translation for Spanish and other language considerations
  - iv. QA/QC & Section 508
  - v. Reports
    1. PI Synopses
    2. Comment Summaries

###### 2. Conceptual Plan Roll Plots

- a. Information provided for the first public involvement meeting shall consist of proposed typical sections and corresponding neighborhood maps.
  - i. For streets that have existing 50' wide ROW, the typical section will match the current City standard of 31' back of curb to back of curb. This section will be proposed to be widened from 27' back to back.
  - ii. For street that have existing ROW less than 50' wide, the proposed roadway section will match existing conditions.
- b. Information provided for the follow up public involvement meeting shall consist of conceptual roll plots showing:
  - i. Proposed Roadway, Alley, and Sidewalks
  - ii. Proposed Water and Sewer locations
  - iii. Proposed Typical Sections

## 2. SPECIAL SERVICES:

### TOPOGRAPHIC SURVEY FOR DESIGN:

#### **Consultant proposes to provide survey services for the design of the project. (LUMP SUM)**

- Show approximate lot line information based on Denton County Tax records.
- The approximate location of the relevant property and right-of-way lines will be shown for reference purposes only. The lines will be tied to limited property corner monumentation. Lot numbers and addresses will be provided; owners will not.
- Survey control for construction will be set at 500' intervals. Monuments will be iron rods or 'x' cuts in concrete.
- Surveyor will utilize City of Lewisville control monuments.
- Provide a letter notifying residents of survey activities will be mailed to each property within the survey limits.
- A standard topographic survey will be performed within said areas including but not limited to the following information:
  - Cross sections surveyed minimum every 50 LF with points defining back of sidewalk, front of sidewalk, pavement edges, and crown at a minimum.
  - Describe any lead walk material which is not simply concrete.
  - Street survey shall extend 20 feet beyond apparent ROW.
  - Describe any wall or landscape edging material
  - All driveway gates need to be surveyed and labeled in topo.
  - Properties with irrigation need to be marked in topo.
  - Sanitary Sewer cleanouts that are visible need to be surveyed.
  - Tie driveway joints; call out driveway material (concrete, asphalt, etc.)
  - Horizontal and Vertical location (and owner) at ground level shall be provided for all visible utilities, including but not limited to: fire hydrants, valves, meters, manholes, pedestals, vaults, power poles, and light poles. Identify and survey flowline of any pipe drains coming out of yards.
  - Tie three corners (front face) of all mailboxes (provide mailbox material [brick, wooden post, metal post, etc.]), utility box/ped (do not want a symbol for these)
  - Provide rim and flowline/invert elevation and size information of all wastewater, storm, and culvert structures. Provide direction of pipes in manholes. Verify the Manhole Type (i.e. at least 1 SSMH is marked as SD or vice versa)

- Provide rim elevations and top nut measure downs for all valves.
- Intersections:
  - Intersecting streets that are not included with the project but the proposed street improvements intersect shall be surveyed 100' upstream and downstream of the radius return at a minimum.
    - Old Orchard Lane, Pine Bluff Drive, Valley Parkway, etc.

**SUBSURFACE UTILITY ENGINEERING (SUE) QL B:**

**Consultant proposes to provide SUE services for the design of the project. (LUMP SUM)**

- Provide QL B SUE data for all street and alley reconstruction.

**3. ADDITIONAL SERVICES:** If requested by the City, Consultant will provide the following services on an hourly basis:

- A. Any engineering design outside of the expressed project limits set forth in the Project Summary as part of this scope.
- B. Design and Plan Preparation for Construction Documents (Future Contract Amendment)
- C. Geotechnical Engineering (Future Contract Amendment)
- D. Bidding Services (Future Contract Amendment)
- E. Construction Phase Services (Future Contract Amendment)
- F. Street redesign for Curb and Gutter Streets with Curb Inlets and Storm Drain
- G. Improvements or reconstruction of Timber Creek Tributary 5 or improvements to the detention pond.
- H. Franchise Utility coordination or conflicts; drawing Franchise Utilities in proposed new locations into CADD design plans.
- I. Traffic signal plans; Signal design or pull box/ wiring relocation at intersections
- J. Landscaping and irrigation design
- K. Street illumination plans
- L. Resetting disturbed control points for construction
- M. Opening City manholes or water vaults that are bolted shut or "frozen"
- N. Providing survey control or ROW monuments other than iron rods
- O. Detailed construction staking
- P. Internal inspection of sanitary sewer lines or storm drain lines
- Q. Trench excavation safety plan
- R. Gabion Design
- S. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates
- T. Prepare Change Orders or Addendums (unless to correct error on plans)
- U. Structural design, including walls
- V. Hydrologic & Hydraulic Studies
- W. Detention Design
- X. Additional survey other than described above for areas that have changed.
- Y. On-site meetings or other meetings other than those listed above.
- Z. Preparing retaining or sound wall details.
- AA. Full time construction inspection or observation
- BB. Deed Research
- CC. Environmental investigation

- DD. Permitting (Environmental or USACE)
- EE. Title searches, boundary surveys, or property surveys
- FF. Services in connection with condemnation hearings
- GG. SWP3 - Review fees, NOI, NOT, & BMP's inspection during construction
- HH. TDLR review, filing, and permitting/filing fees

**END OF ATTACHMENT "B"**

Attachment "B" - Fee

# City of Lewisville Valley 4 Reconstruction

## FEE SUMMARY

	<b>Basic Services</b>	<b>Estimated Fees</b>
Lump Sum	Conceptual Design	\$ 322,220.00
Lump Sum	Garver Support for Public Involvement	\$ 96,170.00
	<b>Subtotal for Basic Services</b>	<b>\$ 418,390.00</b>
	<b>Special Services</b>	<b>Estimated Fees</b>
Lump Sum	Topographic Survey & Sue	\$ 949,560.00
	<b>Subtotal for Special Services</b>	<b>\$ 949,560.00</b>
	<b>Total for All Services</b>	<b>\$ 1,367,950.00</b>







Attachment "B" - Fee

**City of Lewisville  
Valley 4 Reconstruction**

**Garver Support for Public Involvement (50% Valley 4)**

WORK TASK DESCRIPTION	ES-1	ES-2	ES-3	ES-4	- Select Category -	- Select Category -	- Select Category -
	hr	hr	hr	hr	hr	hr	hr
<b>1. Outreach (2 meetings)</b>	<b>50</b>						
Venue Coordination							
Materials Coordination							
Postcard - EDDM or Direct Mailing							
Social media graphics and text							
<b>Subtotal - Outreach (2 meetings)</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. Public Meetings (2)</b>	<b>95</b>						
Exhibits (includes 3D typical sections)							
Handouts							
Looping project video / PPT							
Sign-in sheets							
Interactive online ArcGIS map				30			
Staff attendance (2) (set up, facilitate, tear down)							
Online teams event during meetings							
<b>Subtotal - Public Meetings (2)</b>	<b>95</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Translation Services (2 meetings)</b>	<b>40</b>						
Spanish coordination							
Spanish outreach							
Spanish meeting materials							
Chin coordination							
<b>Subtotal - Translation Services (2 meetings)</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. QAQC and Section 508 (2 meetings)</b>	<b>55</b>	<b>10</b>	<b>10</b>				
QAQC review							
Section 508 Accessibility							
<b>meetings)</b>	<b>55</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>5. Reports (2 meetings)</b>	<b>30</b>						
Public involvement synopses							
Comment summaries							
<b>Subtotal - Reports (2 meetings)</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>270</b>	<b>10</b>	<b>10</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>

**SUBTOTAL - SALARIES: \$40,390.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$10,000.00
Postage (EDDM Mailing)	\$600.00
Display Board Printing (10)	\$1,800.00
Lodging (1 night per meeting)	\$270.00
Travel Costs (2 trips)	\$600.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$13,270.00**

**SUBTOTAL: \$53,660.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$53,660.00**

## Lewisville Valley 1 & 4 Reconstruction Lewisville, Texas Design/Review Schedule April 8, 2026

ID	Task Name	Duration	Start	Finish	Qtr 2, 2026			Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027			Qtr 2, 2027			
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	Lewisville Valley 1 & 4 - Public & Concept	280 days	Mon 5/4/26	Fri 5/28/27	[Gantt bar from 5/4/26 to 5/28/27]															
2	Signed Contract/NTP (5/4/26)	0 days	Mon 5/4/26	Mon 5/4/26	◆ 5/4															
3	Survey	100 days	Mon 5/4/26	Fri 9/18/26	5/4 [Gantt bar] 9/18															
4	Prepare for Valley 1 Public Meeting #1	30 days	Mon 5/4/26	Fri 6/12/26	5/4 [Gantt bar] 6/12															
5	Valley 1 Public Meeting #1	0 days	Fri 6/12/26	Fri 6/12/26	◆ 6/12															
6	Prepare for Valley 1 Public Meeting #2	30 days	Mon 6/15/26	Fri 7/24/26	6/15 [Gantt bar] 7/24															
7	Valley 1 Public Meeting #2	0 days	Fri 7/24/26	Fri 7/24/26	◆ 7/24															
8	Prepare for Valley 4 Public Meeting #1	30 days	Mon 7/27/26	Fri 9/4/26	7/27 [Gantt bar] 9/4															
9	Valley 4 Public Meeting #1	0 days	Fri 9/4/26	Fri 9/4/26	◆ 9/4															
10	Prepare for Valley 4 Public Meeting #2	30 days	Mon 9/7/26	Fri 10/16/26	9/7 [Gantt bar] 10/16															
11	Valley 4 Public Meeting #2	0 days	Fri 10/16/26	Fri 10/16/26	◆ 10/16															
12	Complie Public Meeting Responses	20 days	Mon 10/19/26	Fri 11/13/26	10/19 [Gantt bar] 11/13															
13	Concept Design Valley 1	60 days	Mon 11/16/26	Fri 2/5/27	11/16 [Gantt bar] 2/5															
14	Valley 1 Public Meeting #1	0 days	Fri 2/5/27	Fri 2/5/27	◆ 2/5															
15	Valley 1 Public Meeting #2	0 days	Fri 2/19/27	Fri 2/19/27	◆ 2/19															
16	Concept Design Valley 4	60 days	Mon 2/22/27	Fri 5/14/27	2/22 [Gantt bar] 5/14															
17	Valley 4 Public Meeting #1	0 days	Fri 5/14/27	Fri 5/14/27	◆ 5/14															
18	Valley 4 Public Meeting #2	0 days	Fri 5/28/27	Fri 5/28/27	◆ 5/28															
19	Project Complete (Move to CA #1 for Design)	0 days	Fri 5/28/27	Fri 5/28/27	◆ 5/28															