

EXHIBIT 1

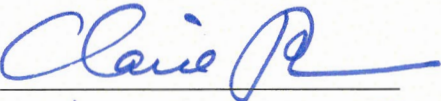
**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH
HALFF ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES FOR THE DENTON COUNTY LEVEE
IMPROVEMENT DISTRICT TRAIL PROJECT**

The Professional Services Agreement between Halff Associates, Inc. and the City of Lewisville signed on October 7, 2024, in the amount of \$462,700.00 is being amended for additional services for structural foundation design and additional easement exhibits.

This amendment adds \$45,500.00 for design and detailing of pier foundations to support the installation of public art, and surveying services to prepare easement exhibits for the project. These changes result in a new total not to exceed amount of \$508,200.00.

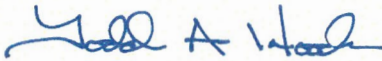
Both parties agree that there will be no changes in the terms of the contract other than the contract amount.

CITY OF LEWISVILLE, TX

By: 

Date: Aug. 9, 2025

HALFF ASSOCIATES, INC.

By: 

As: Todd A. Woodson, Vice President

Date: August 5, 2025

(ORIGINAL CONTRACT AND CHANGE ORDER ATTACHED)

July 24, 2025

Project No. (AVO): 57474

City of Lewisville
Randy Simon
Project Manager – City of Lewisville Parks and Recreation
191 Civic Circle
Lewisville, TX 75067

RE: DCLID Walking Trail SA1

Dear Randy Simon,

Halff is pleased to submit the following Scope of Services to provide structural foundation design and easement exhibits for the DCLID Walking Trail.

The proposed services are described in the Scope of Services (**Attachment A**). The exclusions section of this section also provides a list of services not included in this proposal, but can be provided by Halff Associates Inc., upon your request.

Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect until December 16, 2025, at which point shall terminate unless renewed in writing by CONSULTANT and CLIENT.

We appreciate the opportunity to submit our proposal for this project. Please feel free to contact me at 214.346.6234 or at twoodson@halff.com, if you have any questions or comments regarding the proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd A. Woodson".

Todd Woodson, PE
Halff Associates, Inc.

ATTACHMENT A

SCOPE OF SERVICES – Supplemental Agreement No. 1

Purpose

The Supplemental Agreement No. 1 (SA1) scope of services to be performed by Halff (CONSULTANT) for the City of Lewisville (CITY) consists of structural foundation design and easement exhibits for the DCLID Walking Trail.

Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The current 60% design shall be utilized for the easements.
2. The art information received from the City and artist, along with the existing geotechnical report shall be utilized to design the foundations.
3. The locations of the art shall be established and approved of by the City.

Basic Services

1. Structural Foundation Design

The scope of SA1 for the foundations for the planned sculptures on DCLID Trail includes the following:

1. Design and detailing of a singular-pier foundation to support a sculpture that is approximately 8 feet in height and 2 feet by 2 feet in plan.
2. Design and detailing of a beam-on-pier foundation to support an arch-like sculpture that is approximately 14 feet in width and 10 feet in height. This sculpture will be placed over the trail.
3. Coordination with the City and the artist on final sculpture base and anchorage requirements, and design of the anchor bolts for the sculpture baseplates.

Special Services

2. Survey

CONSULTANT will provide professional surveying services to prepare easement exhibits for the Project. The scope of SA1 for survey services includes the following:

1. Easement Documents

The following items are included in for preparing the Easement Documents:

- a. Up to ten (10) permanent or temporary easement exhibits will be provided.
- b. Exhibits will be combined into multi-part documents where separate easements exist within the same parcel.

Payment for preparation of easement documents shall be made per each easement document prepared for this project.

ATTACHMENT B
BASIS OF COMPENSATION

A. BASIC SERVICES

The basis of compensation for the Basic Services below shall be lump sum:

Task 1 – Structural Foundation Design\$17,000.00

SUBTOTAL – BASIC SERVICES.....\$17,000.00

B. SPECIAL SERVICES:

The basis of compensation for the Special Services below shall be on a time and material basis:

Task 2 – Survey (10 easement documents at \$2850 each)\$28,500.00

SUBTOTAL – SPECIAL SERVICES\$28,500.00

GRAND TOTAL:\$45,500.00

ATTACHMENT C

EXCLUSIONS

1. Additional sculptural foundations beyond those described above.
2. Structural design and detailing for any other trailhead elements.
3. Any design of or modification to the sculpture elements or their baseplates.
4. Additional easement documents beyond those described above.

PROFESSIONAL SERVICES AGREEMENT
for
Engineering Design Services for the Denton County Levee Improvement
District Trail Project

The City of Lewisville, Texas (the “City”), hereby engages Halff Associates, Inc., a Texas corporation authorized to do business in Texas (the “Consultant”) (collectively, the “Parties”), to perform professional services in connection with design of the Denton County Levee Improvement District Trail Project (the “Project”).

1. PROJECT. The Project is described as follows:

- A. Engineering design services to prepare schematic design, preliminary design development drawings, and construction documents for the Denton County Levee Improvement District (DCLID) Trail Project including assisting the City in utility coordination, development of technical specifications and providing opinions of probable construction costs. Special services will include bidding services, geotechnical engineering, surveys, water resource impacts to the DCLID including a Floodplain Feasibility Study, and environmental permitting and architectural barriers project registration forms assistance.

2. SCOPE OF SERVICES.

- A. See Attachment “B” - Scope for Basic Services and Compensation.

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. The total fee for services provided under this Agreement shall not exceed \$462,700.00, as set forth in Attachment “B” hereto.

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. Insurance certificate 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. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, OR SUBCONSULTANT) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE**

CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- 9. EFFECTIVE DATE; TIME OF COMPLETION.** The effective date of this Agreement shall be the date upon which it is executed by a duly authorized representative of both Parties. A project schedule, shown in Attachment "B" is hereby included in this Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control. Any changes to the project schedule shown in Attachment "B" will require written acknowledgment and approval of the Parties prior to proceeding. The Director of Parks and Recreation or her designee may approve changes to the project schedule, so long as the date of final completion of construction does not extend more than one year past the date as set forth in Attachment "B" - Scope of Work. Significant deviations, delays or pauses to the schedule may be grounds for Additional Services. The time periods set forth in the project schedule begin on the effective date set forth in this section.
- 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: Todd Woodson, Vice President/Deputy Operations Manager
1201 N. Bowser
Richardson, TX 75081

If to City, to: City of Lewisville
Attn: Earl Whitaker, Purchasing Manager
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, 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. 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 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 Consultant and the person or persons signing and executing this Agreement on behalf of the Consultant, or representing themselves as signing and executing this Agreement on behalf of the Consultant, do hereby warrant and certify that this Agreement has been approved by appropriate action of the Consultant, and that the person or persons signing and executing this Agreement have been duly authorized by the Consultant to sign and execute this Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all terms and conditions herein set forth.

- 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 7TH day of OCT., 2024.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council 10/07/2024

HALFF ASSOCIATES, INC.

By: Gina McGrath
Claire Powell, City Manager Gina McGrath
Deputy City Mgr

By: Todd Woodson
Todd Woodson, Vice President/Deputy
Operations Manager

Date: 10/8/24

Date: September 20, 2024

Attest: Thomas Harris, III
Thomas Harris, III, City Secretary

Attest: Melanie Cleavelin

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Laurel Bradford
Lizbeth Plaster, City Attorney

Attachment "A"
City Insurance Requirements

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Veterinarians, and Medical Doctors.

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 bid.

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 Insurer, and / or Errors and Omissions.

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. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and 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.

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/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. The coverage shall include defense of claims against the City as additional insured.
 - 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, 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 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 and / or Errors and Omissions

“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/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT’S/CONTRACTOR’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ATTACHMENT B

SCOPE OF SERVICES

Purpose

The scope of work to be performed by Halff (CONSULTANT) for the City of Lewisville (CITY) consists of preparing schematic (30%), preliminary (60%) design development drawings, 90% pre-final construction documents, final construction documents, assist CITY in utility coordination, technical specifications, and opinions of probable construction costs (OPCC) for the Denton County Levee Improvement District (DCLID) Walking Trail.

Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The DCLID Walking Trail corridor is within the City of Lewisville, Texas, beginning at the existing sidewalk on the north side of DCLID property, west of MacArthur Boulevard. The walking trail alignment continues around the perimeter of the existing flood control lake, approximately 2,650 Linear Feet, until it connects to the existing sidewalk on the south side of DCLID property, west of MacArthur Boulevard.
2. The proposed walking trail will be 8 to 10 feet wide, concrete paved, and ADA accessible. The walking trail will not be designed as a shared-use-path, and therefore it will not be designed to meet the AASHTO design guidelines for bicycle facilities.
3. The walking trail profile shall be designed above an elevation of 448 feet, except at connections to the existing sidewalk underneath MacArthur Boulevard.
4. CONSULTANT will utilize Texas 811 services and request that utilities in the corridors be located prior to survey task being executed. CONSULTANT will survey the located utilities and indicate on the survey accordingly.
5. Anticipated improvements consist of:
 - a. Walking trail paving (8 to 10-foot-wide concrete paved ADA accessible trail)
 - b. 2-foot wide shoulder on both sides of the walking trail (shoulder graded at 2%)
 - c. Walking trail structures (retaining walls up to 3-feet in height and handrails)
 - d. Trailhead and pause point
 - e. Connection to Rockbrook Elementary School
6. CITY and other franchise utility providers (facilitated by CITY) close to or adjacent to the PROJECT area will provide available existing conditions information and base-map data, including, but not limited to:
 - a. As-built plans, record drawings, and/or condition assessments for all existing utilities located close to or adjacent to the PROJECT area.
 - b. Current property and easement information.
 - c. Existing or previous environmental reporting.
 - d. Current FEMA Floodplain Mapping and flood study data.
 - e. Record drawings and future improvement plans from DCLID.

7. If required for PROJECT design, CITY shall be responsible for the acquisition of land or obtain access on private property and CONSULTANT shall provide survey and easement documents per Special Services Task 7 – Survey.
8. CITY will provide Right of Entry (ROE) documents and coordinate with impacted landowners for portions of the scope that require access to these properties.
9. The PROJECT schedule milestone dates are based on an assumed CITY and stakeholder submittal review period of thirty (30) days. Review periods exceeding thirty (30) days may impact subsequent submittals and milestone dates.
10. Trash receptacles, seating elements, solar pedestrian lighting, and one (1) trailhead at Rockbrook Elementary School are included in this scope of services. Additional amenities including, but not limited to, bike repair/air stations, plazas, shade structures, drinking fountains, bike racks, and overlooks are excluded from this scope of services.
11. All meetings described herein will be held at the CONSULTANT's office or virtually, unless otherwise noted. CONSULTANT shall notify CITY and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.

Basic Services

1. Project Coordination

CONSULTANT will communicate and coordinate with internal staff, subconsultants, the CITY, and other project stakeholders to coordinate the design, permitting, and other services included in the Scope of Services for this PROJECT. This task includes general management of the PROJECT including:

- A. **Design Scheduling:** Preparation of a design schedule using Microsoft Project. The design schedule will indicate tasks, subtasks, critical dates, milestones, deliverables, permitting, and review requirements. The schedule will be updated monthly by the CONSULTANT and submitted with each invoice.
- B. **Monthly Progress Reports:** Preparation of a monthly progress report summarizing work that the CONSULTANT performed on the PROJECT over the previous month, the work expected to be completed the following month, the next major project milestone, and information needed from the CITY and outside agencies and/or external stakeholders. The report will be included with each invoice.
- C. **Monthly Billing and Invoicing:** Project billing, invoicing, and associated coordination with the accounting departments for both the CONSULTANT and CITY.
- D. **Kick-Off Meeting:** Includes one (1) one-hour Kick-off meeting with the CITY to refine the specific design requirements for the project, outline specific desired elements over and above the elements previously discussed, and to discuss basics in terms of PROJECT expectations, correspondence with CITY, coordination, etc. It is assumed this meeting will be held in-person at CITY offices.
- E. **Franchise Utility Coordination:** Includes one (1) one-hour franchise utility coordination virtual meeting with the CITY and representatives of impacted utility companies. It is assumed that the CITY will schedule the meeting and invite all necessary franchise utility owners. CONSULTANT will provide the names of necessary franchise utility companies.

F. **Stakeholder Meetings:**

CONSULTANT will meet with the CITY and/or project stakeholders to discuss and coordinate the project and/or permitting requirements. Stakeholders include CITY, USACE, LISD, and DCLID.

- i. Preparation of exhibits, meeting minutes, or other deliverables to aid in coordination with project stakeholders.
- ii. A total of seven (7) one-hour Stakeholder Meetings are included for the PROJECT. The meetings may be in person or virtual.

G. **Site Visits:**

CONSULTANT will perform site visits to obtain information on existing conditions and to confirm information obtained from other sources. Photos will be taken and geolocated to document existing conditions and for reference during design.

- i. At the request of the CITY, site visits may include various stakeholders to assist with coordination or to discuss potential design options.
- ii. Communication of site observations with project stakeholders, including brief field observation reports via email or Word document with photos, will be provided upon CITY request.
- iii. A maximum of three (3) site visits during the design phase of the PROJECT are included.

H. **Council / Board Meetings and Presentations:**

CONSULTANT will attend and, if requested by CITY staff, present at City of Lewisville Council and Board meetings to discuss various aspects and progress of the PROJECT.

- i. Exhibits required are included but are limited to modified engineering CAD files and plan drawings associated with the PROJECT design. The exhibits will be provided via PDF, PowerPoint, and 11"x17" prints.
- ii. A maximum of three (3) Council and/or Board Meetings are included. The meetings may be in person or virtual as required by the CITY.

2. Schematic Engineering & Design (30%)

A. **Construction Documents:**

Upon completion of preliminary topography, CONSULTANT shall review the data, develop the trail alignment utilizing data from the field survey and prepare 30% plans. A preliminary profile will be developed during this design stage to evaluate the vertical alignment; however, the trail profile will not be included with this submittal. CONSULTANT will provide schematic design for one (1) trailhead located adjacent to Rockbrook Elementary School. The trailhead design will incorporate special paving design, planting areas, and amenities appropriate for the space and location of the trailhead. The trailhead design will be sent to the CITY for review and feedback for a final design which will include a plan view, details, callouts, hardscape and softscape materials. One (1) digital copy of construction plans in PDF format shall be provided and up to five (5) printed hard copies in 11"x17" format. The 30% design includes the following:

- i. 30% Schematic Drawings:
 - Cover Sheet

- Typical Section Sheets
 - Project Layout and Survey Control Sheet
 - Paving Plan Sheets (no profile)
 - Retaining Wall Plan Sheets (no profile)
 - Trailhead Hardscape/Layout Plan
 - Trailhead Landscape Plan
 - Solar Lighting Plan
- ii. Opinion of Probable Construction Cost
 - iii. CONSULTANT will meet with the CITY at the 30% PROJECT milestone to discuss the PROJECT, 30% design submittal, permitting progress, and submittal review comments provided by the CITY. This scope of services includes one (1) one-hour virtual meeting. CLIENT driven changes to the alignment beyond the 30% submittal will be subject to additional fees.

3. Preliminary Engineering & Design (60%)

A. **Construction Documents:**

Evaluate and prepare responses to 30% submittal-review comments upon receipt of comments from the CITY. Detailed field survey and tree survey will commence at this phase based on the 30% horizontal alignment and design plans will incorporate newly acquired field data for the 60% submittal. The trail alignment will be finalized at the beginning of the 60% design phase and prior to preparing 60% preliminary design drawings. CONSULTANT shall provide detailed landscape construction documents based on approved design of the trailhead. CONSULTANT shall provide location and details of the trail amenities for rest areas which will include a rest area with seating and trash receptacle. CONSULTANT shall coordinate with solar lighting representative and will provide lighting location for solar lighting at manufacturer's recommended intervals along the trail. It is assumed that the solar lighting representative will provide typical details and specifications for solar lighting. It is also assumed that one (1) light pole fixture type and pole height will be used throughout the project. One (1) digital copy of construction plans in PDF format shall be provided and up to five (5) printed hard copies in 11"x17" format. The following will be prepared:

- i. 60% Preliminary Design:
 - Cover Sheet
 - General Notes Sheet
 - Typical Section Sheets
 - Project Layout and Survey Control Sheet
 - Erosion Control Plan Sheets
 - Removal and Tree Management Plan
 - Paving/Grading Plan and Profile Sheets
 - Retaining Wall Plan and Profile Sheets (Civil)
 - Retaining Wall Design (Structural)
 - Trailhead Hardscape/Layout Plan
 - Trailhead Dimension Control
 - Trailhead Landscape Plan

- Solar Lighting Plan
 - Cross Section Sheets (50' intervals)
 - Special Detail Sheets (Details not covered by City Standards and enlargements)
- ii. Opinion of Probable Construction Cost
- iii. CONSULTANT will meet with the CITY at the 60% PROJECT milestone to discuss the PROJECT, 60% design submittal, permitting progress, and submittal review comments provided by the CITY. This scope of services includes one (1) one-hour virtual meeting.

4. Final Engineering & Design

A. Construction Documents:

Evaluate and prepare responses to 60% submittal-review comments upon receipt of comments from the CITY. CONSULTANT shall provide structural design details for light pole foundation, based on light pole foundation requirements, geotechnical recommendations, and wind load. CONSULTANT shall provide detailed irrigation plans and details for irrigation design at the trailhead. The irrigation design shall be designed by a licensed irrigator in the State of Texas. The design assumes access to irrigation main/meter with backflow and double check valve to an existing irrigation system. One (1) digital copy of construction plans in PDF format shall be provided as well as up to five (5) printed hard copies if requested. The following will be prepared:

- i. 90% and Final Civil Design:
- Cover Sheet
 - General Notes Sheet
 - Typical Section Sheets
 - Project Layout and Survey Control Sheet
 - Erosion Control Plan Sheets
 - Removal and Tree Management Plan
 - Paving/Grading Plan and Profile Sheets
 - Retaining Wall Plan and Profile Sheets (Civil)
 - Retaining Wall Design (Structural)
 - Structural Detail Sheets (Proposed to Existing Wall Connection)
 - Trailhead Hardscape/Layout Plan
 - Trailhead Dimension Control
 - Trailhead Landscape Plans
 - Trailhead Hardscape Details
 - Trailhead Landscape Details
 - Solar Lighting Plans
 - Trailhead Irrigation Plans
 - Cross Section Sheets (50' intervals)
 - Special Detail Sheets (Details not covered by City Standards and enlargements)
 - Standard Detail Sheets

- ii. Opinion of Probable Construction Cost– including estimated escalation if project were to be put on hold
- iii. Project Manual and Specifications
- iv. CONSULTANT will meet with the CITY at the 90% and 100% PROJECT milestones to discuss the PROJECT, 90% and 100% design submittals, permitting progress, and submittal review comments provided by the CITY. This scope of services includes two (2) one-hour virtual meetings.

Special Services

5. Bidding Phase Services

Bidding phase services will be provided on a Time and Materials basis until the authorized budget for these services is exhausted. A modification and budget increase will be required to continue providing these services once the budget is exhausted.

A. Bid Phase Assistance / Addenda:

CONSULTANT will provide support during the bid phase of the project to assist the CITY with advertisement, distribution of bid documents, and communication with bidders. Tasks may include the following as required by the CITY:

- i. Attend one (1) pre-bid meeting to assist the CITY with describing the project design and construction requirements to prospective bidders.
- ii. CONSULTANT will assist the CITY during the bidding process by addressing technical questions and bidder inquiries.
- iii. Attendance at the bid opening, review of bid packages, review of references, preparation of bid tabulation, and award recommendations are excluded from this scope of services.
- iv. It is assumed that this project will only have one (1) advertisement and bid opening.

6. Construction Phase Services

Construction phase services will be provided on a Time and Materials basis until the authorized budget for these services is exhausted. A modification and budget increase will be required to continue providing these services once the budget is exhausted.

A. Pre-Construction Meeting:

CONSULTANT shall attend one (1) pre-construction meeting with the CLIENT and CONTRACTOR to outline expectations, establish lines of communication, describe procedures, etc. Notes will be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT.

B. RFI, Submittal, and Shop Drawing Review:

CONSULTANT will review and provide responses to contractor RFI's, Submittals, and Shop Drawings. Responses will be written and include exhibits, details and drawing clarifications.

C. Site Visits:

CONSULTANT shall visit the project site at appropriate intervals to observe the progress and quality of the work completed by the CONTRACTOR. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the CONTRACTOR's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress and items discussed during these site visits. Digital PDF copies of these site visit reports will be distributed to the CLIENT no more than five (5) days after the site visit. CONSULTANT will participate in no more than four (4) site visits during construction.

D. **Final Walkthrough and Punchlist:**

CONSULTANT will conduct one (1) final walkthrough with the CITY and Contractor to review the project once substantially completed to verify the accuracy of the work against the plans. Discrepancies will be identified in a punch list and provided to the Contractor to make corrections in the field. Additional punch lists and walkthroughs can be provided for additional fee if necessary for ongoing coordination and/or the completion of the project.

E. **Record Drawings:**

CONSULTANT shall be responsible for the preparation of complete and adequate Record Drawings that incorporate all changes and known variations to the design plans. Record Drawings will primarily be based on red-lines provided by the Contractor noting any changes during construction. CONSULTANT does not guarantee the Work performed by the Contractor and the accuracy of these documents. Based on final acceptance from the CITY, Record Drawings will include any variation from the plans in PDF and if requested, AutoCAD (dwg) format.

7. Geotechnical Engineering

CONSULTANT will provide Geotechnical Engineering Services as follows:

A. **Subsurface Exploration**

CONSULTANT will evaluate subsurface conditions with six (6) borings associated with the trail drilled to a depth of 20 feet. CONSULTANT will drill the boring using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CONSULTANT will stake the boring locations using handheld GPS equipment. The

approximate locations of the borings will be shown on the plan of borings. The boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

B. Laboratory Services

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests will be provided:

- Moisture content and soil identification
- Liquid and plastic limit determinations
- Unconfined compression tests on soil
- Unit weight determinations
- Free swell tests
- Soluble sulfate tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

C. Engineering Services

An engineering report will be prepared to present the results of the field and laboratory data together with the analyses of the results and recommendations. The report will address:

- General soil and ground-water conditions
- Recommendations for foundation type, depth and allowable loading
- Foundation construction requirements
- Recommended lateral pressures for the design of below-grade walls and retaining structures
- Earthwork recommendations
- Guidelines for trail pavement design
- Slope Stability

8. Survey

CONSULTANT will coordinate and provide surveying services for the design of this Project. Following is the survey scope of services for this project:

A. Topographic Survey

The following items are included in the Topographic Survey:

- Establish project horizontal and vertical control
- Tie three (3) City monuments with GPS
- Topo area includes the following limits; (West) eastern curb of Rockbrook Dr., (North) southern edge of the parking lots, (East) concrete apron under the southbound bridge for MacArthur Blvd., (South) to the fence line for the development on the south; topo will stop at the water's edge.
- Tie improvements and above ground utilities
- Measure downs of manholes surveyed
- Shoot open field on a 50-foot grid (picking up any breaks in grade)

- Tie trees within topo limits

B. **Boundary Survey**

The following items are included in the Boundary Survey:

- Boundary resolution will include the nine (9) tracts surrounding the trail alignment, as defined in the topographic survey above.

C. **Easement Documents**

The payment for preparation of easement documents shall be made on a per parcel basis as approved by the CITY. The following items are included in the Easement Documents:

- Up to five (5) permanent easement documents will be provided.
- Up to three (3) temporary easement documents will be provided.

9. Water Resources

CONSULTANT will assess valley storage impacts with regards to the Denton County Levee Improvement District (DCLID) criteria due to proposed changes within the preliminary 100-year sump inundation zone.

Assumptions:

The preliminary DCLID Sump unsteady HEC-RAS model will be used to evaluate the valley storage impacts of the proposed project as the best available model for this area. The model is not calibrated to historical events. Model calibration is anticipated to start when SCADA is integrated into the DCLID pumping station operations; however, timeline for model calibration is unknown.

FLOODPLAIN FEASIBILITY STUDY

CONSULTANT will obtain most up-to-date topographic data for the project site located west of MacArthur Boulevard and south of Vista Ridge Mall Drive in the City of Lewisville, Texas. The preliminary Denton County Levee Improvement District's (DCLID) Sump unsteady HEC-RAS model in its original version will be used to evaluate the valley storage impacts of the project as the best available model for this area.

A. **Data Collection and Terrain Generation**

The data collection and terrain generation shall include:

- Retrieve topographic maps from the City of Lewisville and Texas Natural Resources Information System (TNRIS) as necessary.
- Prepare the existing terrain file using the best available topography. The topography will be sourced from 2009 TNRIS Light Detection and Ranging (LiDAR) if more recent topography is not available.
- Obtain DCLID maximum 100-year water surface elevation of the lake north of the DCLID Lift Station. The approximate 100-year maximum water surface elevation is 448.0 feet but will be confirmed with DCLID engineers.

B. **Hydraulic Analysis**

The hydraulic analysis will include the following tasks:

- Evaluate change in storage at and below the maximum 100-year water surface elevation of the lake based on the proposed trail design.

- Evaluate potential impacts of the proposed fill and retaining walls using the DCLID preliminary sump unsteady HEC-RAS model.
- Mitigate potential valley storage loss due to fill. Valley storage loss due to the project cannot increase the maximum sump elevation more than 0.0 ft. Mitigation evaluation for valley storage loss shall not to exceed two (2) alternatives.

C. **Technical Memorandum**

- Write, edit, and compile technical memorandum summarizing findings of the hydraulic analysis.
- Prepare exhibits and tables as needed for the report. Tables to include water surface elevation and valley storage comparisons for the 100-year event.
- Address City comments, if any.
- Submit one (1) digital report for the City's records.
- Assist the City of Lewisville in answering technical questions from DCLID. If additional technical data (beyond the scope of this proposal) is requested by DCLID, additional services beyond the scope of this proposal will be required.

10. Environmental Permitting

A. **Desktop Delineation and Absence of Waters of the United States Documentation**

Half will perform a desktop delineation within the proposed project area to document the absence of waters of the United States, including wetlands. A desktop delineation memorandum will be prepared describing the methodology and results of the investigation. This memorandum will demonstrate the absence of waters of the United States within the proposed project footprint and document that the project will not result in a activity regulated under Section 404 of the Clean Water Act.

11. Reimbursables

CONSULTANT will complete and submit the Architectural Barriers Project Registration Forms and Fees for projects with sidewalk costs in excess of \$50,000. (Once Final Plans have been approved)

Exclusions/Additional Services:

CITY and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to CONSULTANT because of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. Services excluded from this scope of services include the following:

- Negotiation of easements or property acquisition including appraisals and title research.
- Any additional entities that are determined to require coordination meetings and tasking during design and/or construction will be considered additional services not included with this scope of services but said services can be provided upon the CITY's written request.
- Services related to Subsurface Utility Engineering including but not limited to Level D, Level C, Level B or Level A and all actions or appurtenances related to SUE services.

- Performance of materials testing or specialty testing services.
- Services related to warranty claims, enforcement, and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY. Permit fees, filing fees, pro-rated fees, impact fees and taxes, and any federal, and/or state regulatory agency review fees.
- Design of shared-use-path.
- Design of franchise utilities.
- Tree mitigation plan.
- Design of existing utility relocations or modifications.
- Traffic engineering report or studies.
- Preparation of traffic control plans.
- Preparation of pavement marking and/or signage plans.
- Design of non-solar trail illumination.
- Photometric analysis.
- Construction staking.
- Any agency or entity permitting coordination not specifically detailed above.
- Any modification or repair regarding the existing bridge underpass structures.
- Any repair to the existing walls around retention pond.
- Custom pedestrian railing details.
- Surveying sags for powerlines.
- Temporary easements.
- Mitigation beyond changes to the trail profile.
- Hydrologic Analysis.
- Scour analysis.
- 2D hydraulic analysis.
- Detention, downstream assessments, and local drainage analysis.
- Fees associated with data collection (model retrieval fee from data libraries, etc). FEMA Project Library model retrieval costs are excluded. The fee depends on FEMA library charges for model retrieval and may increase without warning. FEMA Project Library model retrieval costs are not included. This may be \$350.00 or greater. FEMA requests \$150.00 up front plus costs of materials
- Conditional Letter of Map Revision/Letter of Map Revision and Federal (FEMA) review and processing fees for LOMR/CLOMR.
- FEMA required public notices.
- H&H services other than those described in this scope of services.
- Surveying fees for the project site.
- Design of retaining walls exceeding 3ft in height.
- Design of landscape / decorative type retaining walls.
- Legal opinions.
- CDC permits, permitting fees, or any CDC review.
- Preparation of a standard individual permit.
- Preparation of a Nationwide Permit Preconstruction Notification to the USACE.

- Preparation and submittal of any documents to the USACE pertaining to Section 404 of the Clean Water Act.
- Additional subsurface exploration, including quantities or items other than described above.
- Bulldozer or other equipment services required to achieve access to boring locations in excess of those proposed.
- Additional laboratory services, including quantities or items other than described above.
- Construction inspection services.

ATTACHMENT B
BASIS OF COMPENSATION

A. BASIC SERVICES

The basis of compensation for the Basic Services below shall be lump sum:

Task 1 - Project Coordination_____	\$43,100
Task 2 - Schematic Engineering & Design (30%) _____	\$34,900
Task 3 - Preliminary Engineering & Design (60%) _____	\$86,200
Task 4 - Final Engineering & Design _____	\$134,400

SUBTOTAL – BASIC SERVICES	\$298,600
----------------------------------	------------------

B. SPECIAL SERVICES:

The basis of compensation for the Special Services below shall be on a time and material basis:

Task 5 – Bidding Phase Services _____	\$8,100
Task 6 – Construction Phase Services _____	\$42,000
Task 7 - Geotechnical Engineering _____	\$18,500
Task 8 - Survey	
Task 8A – Topographic Survey _____	\$26,900
Task 8B – Acquisition Exhibits (8 Total, \$3,750/Each) _____	\$30,000
Task 9 – Water Resources _____	\$31,200
Task 10 – Environmental Services _____	\$3,400

SUBTOTAL – SPECIAL SERVICES	\$160,100
------------------------------------	------------------

C. Reimbursables:

The basis of compensation Reimbursables below shall be on a time and material basis billed at 1.1 times the cost:

Task 11 – Reimbursables_____	\$4,000
------------------------------	---------

SUBTOTAL – Reimbursables	\$4,000
---------------------------------	----------------

GRAND TOTAL: \$462,700

ATTACHMENT C PROJECT SCHEDULE

Project Schedule:

CONSULTANT will work closely with the CITY on the PROJECT design schedule which is anticipated to require twelve (12) months for design, and six (6) months for construction; but may be subject to delays, depending upon agency and CITY review turnaround, and acquisition timeline.

ATTACHMENT D
PROJECT MAP

