

NEED TO RATIFY



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMO

TO: Claire Powell, City Manager

FROM: Purchasing

DATE: April 11, 2024

SUBJECT: Purchasing Agreement

Attached is an Amendment to the Professional Services Agreement with Halff Associates, Inc. for the Landscape Architecture and Engineering Services for Lake Park Emergency Erosion and Trail Repair.

The original cost of this agreement is \$49,200. USACE is requiring additional permitting not originally anticipated in the original contract. Therefore, the agreement is being amended to include an additional \$23,500 for additional services, for a new total not to exceed \$72,700.

Per the department, the Lake Park shoreline is eroding every day, leaving the park at danger of washing away, so time is of the essence for this project.

**AMENDMENT TO LAKE PARK EMERGENCY EROSION
PROFESSIONAL SERVICES AGREEMENT**

The Professional Services Agreement between Halff Associates, Inc., and the City of Lewisville signed on August 22, 2023 is being amended to add additional environmental services and Section 404 permitting of the Clean Water Act for the Lake Park Emergency Erosion project. This includes Project Management, Permitting Services, and a Mitigation Plan (if required) to address the impacts of proposed activities on aquatic resources. The original total fee for all services is \$49,200, as outlined in the Scope of Services. The agreement is being amended to include an additional \$23,500 for additional services for a total not to exceed \$72,700 as needed for the Lake Park Emergency Erosion project.

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

CITY OF LEWISVILLE, TX

HALFF ASSOCIATES, INC.

By: Clarice M

By: JDB

Date: 4/12/24

As: Director of Landscape Architecture

Date: April 11, 2024

(ORIGINAL CONTRACT AND CHANGE ORDER ATTACHED)



ATTACHMENT B

ADDITIONAL SERVICES CONFIRMATION

TO: Stacie Anaya
City of Lewisville Parks & Recreation Department
191 Civic Cir
Lewisville, TX 75067

DATE: April 10, 2024

AVO: 47098.003

FROM: Halff Associates, Inc.
Justin Marston
Email: jmarston@halff.com

PROJECT: Lake Park Emergency Erosion

VIA: email

PURPOSE

As per our discussion, we understand that you would like Halff Associates (CONSULTANT) to provide additional environmental services and Section 404 permitting of the Clean Water Act for Lake Park Emergency Erosion (PROJECT) for the City of Lewisville (CLIENT).

PROJECT ASSUMPTIONS

1. No additional environmental services will be necessary beyond the scope as outlined below.
2. The CLIENT will reimburse the CONSULTANT based on work already performed as part of the Section 404 Permitting according to the fee schedule as shown below.
3. CONSULTANT will coordinate directly with the US Army Corps of Engineers (USACE) on behalf of the city as necessary to complete environmental tasks as described below.

The services to be provided as part of this amendment are as follows:

ADDITIONAL SERVICES SCOPE

TASK 1 – Project Management, Meetings, & Coordination

CONSULTANT will perform internal coordination and communication throughout the duration of Task 2 & 3.

CONSULTANT will coordinate with USACE Lake Office Staff, up to three (03) times to discuss needs and requirements in relation to Section 404 permitting.

CONSULTANT will attend up to one (01) coordination meeting with USACE and the CLIENT to go over the Section 404 permit for the proposed temporary erosion repair solutions for the PROJECT sites. Notes will

be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- USACE Coordination Meeting – One (01) meeting

Deliverables:

Notes will be taken by the CONSULTANT at all meetings to record items discussed and decisions made. Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF copy of the meeting notes.*

ENVIRONMENTAL SERVICES

TASK 2 - Section 404 Permitting

- i. Pre-application meeting request form
 1. CONSULTANT will prepare a Section 404 pre-application meeting request form and distribute to USACE for review.
- ii. Pre-Construction Notification (PCN) Permit Application
 1. Delineation of Waters
 - a. CONSULTANT will perform a memorandum and graphics delineating the limits of waters of the United States.
 2. Figures for PCN
 - a. CONSULTANT will incorporate the construction plans by attachment, as well as figures showing the project relative to waters of the United States on aerial photography per USACE Fort Worth District standards.
 3. Cultural Resources.
 - a. As coordinated with the USACE Operations staff archaeologist, CONSULTANT will prepare a cultural resources survey to complete the requirements of Section 106 of the National Historic Preservation Act (Section 106), which includes the following subtasks:
 1. Antiquities Permit / Scope of Work
 2. Field Survey – Dig Tests
 3. Survey Report
 4. Curation
 4. Threatened and Endangered Species
 - a. This investigation will include a review of current species the United States Fish and Wildlife Service (USFWS). Supplemented by general observations from the delineation investigation, the literature review and database search will provide conclusions whether any listed species is likely to occur, and whether there is a potential effect to listed species.



TASK 3 - Mitigation Plan *(If necessary)*

If required as part of Section 404 permit, the CONSULTANT will provide documentation and develop a plan addressing the impacts of proposed activities on aquatic resources utilizing a regional mitigation bank. The contents of the mitigation plan report will be determined as applicable by the USACE. Bank stabilization measures are usually conducted to help improve environmental quality, and it is believed that the proposed activities will have no adverse effects to waters of the United States that would warrant compensatory mitigation.

PROJECT SCHEDULE

CONSULTANT estimates approximately 8 additional weeks to complete the scope of services listed above.

FEE SUMMARY

ENVIRONMENTAL SERVICES

TASK 1 – PROJECT MANAGEMENT & COORDINATION	\$3,500
TASK 2 – SECTION 404 PERMITTING	\$ 17,000
TASK 3* – MITIGATION PLAN	\$ 3,000

TOTAL (TASKS 1-3) NTE: \$23,500

**Task 3, only if necessary, will be billed hourly with a total cost not to exceed \$3,000 without prior approval from the CLIENT.*

COPIES:

☐

File

☐

Owner

☐

Contractor

☐

Other:

PROFESSIONAL SERVICES AGREEMENT
for
Landscape Architecture and Engineering Services for Lake Park Emergency
Erosion and Trail Repair

The City of Lewisville, Texas (the "City"), hereby engages Halff (the "Consultant"), to perform professional services in connection with Lake Park Emergency Erosion and Trail Repair (the "Project").

1. PROJECT. The Project is described as follows:

Landscape Architecture and Engineering Services for the Lake Park Emergency Erosion and Trail Repair Project. The purpose of the Project is to provide temporary, emergency erosion repair solutions to deter immediate erosion within Lake Park and Copperas Branch Park and replace a portion of the existing trail within Copperas Branch Park away from the shoreline.

2. SCOPE OF SERVICES.

See Attachment "A" – Scope of 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 "B"
- C. The Consultant's Proposal, attached hereto as Attachment "A".

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 "B", followed by Attachment "A" shall prevail in the order listed.

4. COMPENSATION.

See Attachment "A" – Scope of Basic Services and Compensation.

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

4. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept

current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

5. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
6. **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.
7. **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.**

8. **TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
9. **TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs 5, 6 and 7 above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
10. **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.
11. **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.
12. **ADVERTISING.** Consultant shall not advertise or publish, without the City's prior 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.
13. **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:

If to City, to: City of Lewisville
Attn: Tracey Ogurek, Purchasing Manager
151 W. Church Street
Lewisville, Texas 75057

14. **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.
15. **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.
16. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
17. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
18. **PROTECTION OF RESIDENT WORKERS.** The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
19. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned

declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

20. **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.
21. **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 party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other, 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.
22. **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.
23. **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.
24. **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.

25. **DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

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 verifies the following:
- A. 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.
 - B. 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.

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

CITY OF LEWISVILLE, TEXAS
Approved by the City of Lewisville

By: 

Date: 8/22/23

CONSULTANT

By: 

Date: August 18, 2023

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057



Attachment A

Lake Park Emergency Erosion Repair
City of Lewisville
July 10, 2023
Page 1

July 10, 2023

Project No. (AVO): 47098.003

City of Lewisville
Stacie Anaya
Director – City of Lewisville Parks and Recreation
191 Civic Circle
Lewisville, TX 75067

RE: Lake Park Emergency Erosion & Trail Repair

Dear Ms. Anaya,

Halff is pleased to submit the attached scope of services for the Lake Park Emergency Erosion Repair within the City of Lewisville.

The proposed services are described in the Scope of Services (**Attachment A**). The Exclusions/Available Additional Services (**Attachment B**) provides a list of services not included in the proposed services; however, these services can be provided by Halff upon request.

We appreciate the opportunity to submit our proposed services for this project. Please feel free to contact me at 214.346.6276 or at jmarston@halff.com if you have any questions or comments regarding the proposal.

Sincerely,

Justin Marston, PLA
Project Manager, Halff

ATTACHMENT A
BASIC SCOPE OF SERVICES
LANDSCAPE ARCHITECTURE AND PLANNING SERVICES FOR
LAKE PARK EMERGENCY EROSION AND TRAIL REPAIR

PURPOSE

Halff (CONSULTANT) will provide Landscape Architecture and Engineering Services to prepare a Lake Park Emergency Erosion and Trail Repair (PROJECT) for the City of Lewisville (CLIENT). The purpose of the project is to provide temporary emergency erosion repair solution to deter immediate erosion within Lake Park and Copperas Branch and to replace a portion of existing trail away from the lake.

SCOPE

The PROJECT consists of two (02) area; Area E within Lake Park and Copperas Branch Park identified by the CLIENT as shown in Attachment C to provide a temporary solution to reduce erosion and protect the existing shoreline and park land. Proposed solutions are only temporary and intended to be removed once a permanent solution can be installed, and the proper environmental permits can be applied for the final solution. This scope includes rerouting approximately 500 LF of existing concrete trail within Copperas Branch Park west away from the lake.

ASSUMPTIONS

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

1. Construction exhibits will consist of schematic layout plans and sketch details that can be read and understood by USACE and contractor, and may not contain highly detailed items.
2. All proposed improvements through this scope are intended to be temporary and removed once a permanent solution is provided.
3. No 404 environmental permit will be required as part of this contract, and all repairs for the temporary erosion control will be reviewed under the Nationwide Permit for maintenance and recreation.
4. Full detailed erosion control & SW3P plans will not be provided as part of this scope. Erosion control measures will be responsibility of the contractor to adhere to USACE and City requirements for erosion control and BMPs.

5. No additional survey will be necessary for Area E.
6. New trail alignment will be the same size and width of the exist trail.
7. No hydraulic modeling or reports will be necessary.

PHASE 1 – PRE-PLANNING

TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination:

CONSULTANT will perform internal coordination and communication throughout the duration of **Task 1**.

Communications and Reporting:

CONSULTANT will provide monthly reports to the CLIENT that describe current progress, identify outstanding issues and/or items of future concern.

USACE Coordination Meeting:

CONSULTANT will attend one (01) coordination meeting with USACE to go over the proposed temporary erosion repair solutions for the PROJECT sites. Notes will be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- USACE Coordination Meeting – One (01) meeting

Deliverables:

Notes will be taken by the CONSULTANT at all meetings to record items discussed and decisions made. Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF copy of the meeting notes.*

TASK 1.2 – SURVEY

Topographical Survey:

A licensed surveyor will perform detailed topographical surveying for the PROJECT. The survey will be based on Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following.

- A licensed surveyor will perform detailed topographical surveying for the PROJECT. The survey will be based on Texas State Plane Coordinate System 4202 North Central Texas datum. The survey will include the following:
- Horizontal and Vertical control points established such that all points of construction are within five hundred (500') feet of a control point.

- Topographic features along the existing shoreline will be surveyed within Copperas Branch Park to 25' behind the existing concrete trail.
- Ground surface contours at an interval of one (1') foot supplemented by appropriate spot elevations accurate to 0.1-foot elevation.
- Existing trees six (6") inches in caliper or larger within the trail corridor, and identified by the surveyor as need for a precise location will be tied, with caliper size and tagged with identifying point number of tree tie.
- Existing surface utility appurtenances (including overhead electric poles) will be identified, along with other visible surface features and existing improvements.
- Top of bank and Toe of slope elevations will be identified at the lake edge.
- Top of pavement grades will be identified where trail will tie into existing paving.

TASK 1.3 – CONSTRUCTION EXHIBIT DRAWINGS

Emergency Erosion Repair Exhibits:

CONSULTANT will provide schematic layout plans exhibits for temporary erosion protection for the two (02) PROJECT locations. Exhibits may include plans, sections, details, quantities, limits of disturbance and grading of the improvements schematically. Plans will schematically depict the existing conditions and temporary solution for review by USACE and the CLIENT for approval.

Deliverables:

Digital PDF exhibits will be minimum 11"x17" sheets for each area of protection.

Opinion of Probable Cost:

Based on the erosion repair exhibits, an estimate of probable cost will be prepared and distributed with the proposed concepts. The estimate shall be in 8.5"x11" format listing bid items, quantities and estimated bid costs.

Deliverables:

Opinion of probable costs will be provided in PDF and Excel format.

PHASE 2 – TRAIL CONSTRUCTION DOCUMENTATION

TASK 2.1 – PROJECT MANAGEMENT AND COMMUNICATION (CONT.)

Project Management Coordination:

CONSULTANT will meet internally with Halff staff for coordination and communication of Task 2 for the PROJECT.

Drawing Deliverable Review/Comment Resolution Meetings:

After each submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meetings with the CLIENT to discuss submittal review comments related to the PROJECT at the submittal milestones identified below. **The number of Drawing Deliverable Review/Comment Resolution Meetings shall not exceed two (02).** Meeting objectives will include concept design feedback, comment review discussions, and subsequent submittal expectations, with general question and answer. The submittal milestones are as follows:

- 90% Construction Documents – One (01) Virtual meeting (1 Hour maximum duration)
- 100% Final Package – One (01) Virtual meeting (1 Hour maximum duration)

Deliverables:

Notes will be taken by the CONSULTANT at all meetings to record items discussed and decisions made. Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of meeting notes.*

TASK 2.2 – TRAIL CONSTRUCTION DOCUMENTATION

Construction Document Preparation:

CONSULTANT shall prepare 90% and 100% construction documents for approval by the CLIENT and other necessary entities. CONSULTANT shall prepare submissions for review and comment, and they will be submitted on the dates established in the approved schedule. CONSULTANT will provide the following drawings and deliverables:

- A. Sidewalk Dimension Control Layout – CONSULTANT will design and provide horizontal geometric control which will include coordinate geometry and typical dimensions of the sidewalk. Details for the sidewalk will be provided.
- B. Site Grading Plan– CONSULTANT will prepare a sidewalk grading plan that includes the notes, details, and necessary trail elevations required to allow grading for sidewalk improvements.
- C. Demolition Plan – CONSULTANT will prepare a demolition plan for existing site features that will be removed or preserved in conjunction with the sidewalk layout and grading.
- D. Erosion Control Plan – CONSULTANT will prepare an erosion control plan in conjunction with the sidewalk grading and drainage design. This task is for the preparation of design drawings and associated details only. CONSULTANT will utilize most current TCEQ requirements for the design of silt fence, erosion control logs, rock filter dams, and construction entrances as required.
- E. Grass Revegetation Plan – CONSULTANT will prepare the revegetation plan for all grass areas disturbed by construction.
- F. Specifications – CONSULTANT will provide specifications conforming to city standards. Specifications will be submitted at the 90% and 100% submittal milestones. The provided specifications will include the city standard specifications.

Deliverables:

90% and 100% Construction Document Plans shall include a 22"x34" set of construction documents. CONSULTANT shall provide an electronic PDF set of drawings and specifications for review and comment at each submittal.

TASK 2.3 – ADA Review

Accessibility Review:

CONSULTANT will submit drawings and specifications to the Texas Department of Licensing and Regulation (TDLR) for review of compliance accessibility standards. CONSULTANT will incorporate any comments received and adjust the plans as needed. This cost will be included as part of the base fee schedule.

Site Inspection fees payable to TDLR will be paid and delivered with transmittal of the plans to TDLR. Project registration, printing of plans and specifications, and shipping will be reimbursable expenses as defined herein.

BASIS OF COMPENSATION

A. Phase 1 – Pre-Planning, Lump Sum Fee Services (Basic):

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

Task 1.1 – Project Management and Communication	\$3,000
Task 1.2 – Survey	\$9,000
Task 1.3 – Construction Exhibit Drawings	\$19,700

PHASE 1 TOTAL (Tasks 1.1 – 1.3)	\$31,700
--	-----------------

B. Phase 2 – Trail Construction Documentation, Lump Sum Fee Services (Basic):

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

Task 2.1 – Project Management and Communication (Cont.)	\$3,000
Task 2.2 – Trail Construction Documentation	\$11,000
Task 2.3 – ADA Review	\$1,500

PHASE 2 TOTAL (Tasks 2.1 – 2.3)	\$15,500
--	-----------------

Direct Costs (*Estimated Reimbursable Expenses)	\$2,000
--	----------------

PROJECT TOTAL (PHASE 1-2 & Direct Costs)	\$49,200
---	-----------------

**Direct Costs (estimated reimbursable expenses) will include, but are not necessarily limited to, expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards, and similar incidentals. All project related expenses will be billed at cost plus 10%.*

C. Billing Schedule:

The compensation for tasks listed as **Basic Services** in the compensation schedule shall be Lump Sum, and the services for each Basic Service task shall be invoiced on a percent complete basis. If necessary, the compensation for tasks listed as **Special (Hourly/Unit) Services** in the compensation schedule shall be on the basis of 2.3 times full (total) salary cost for the time each employee is engaged directly on the project. Total fees will not be exceeded without prior approval. Direct costs, including printing and reproduction, postage, and courier/overnight service, will be considered reimbursable and will be billed at 1.1 times the direct cost incurred. The project will be billed to CLIENT on a monthly basis.

CONSULTANT reserves the right to request a contract modification(s) to increase the budget for Special (Hourly/unit) Services if the actual effort exceeds the budgeted amount.

Labor Rate Ranges (2023)

Labor Category	Level	Billing Rate Range		Description
		Low	High	
Landscape Architect / Planner	II	97.00	131.00	Landscape Designer
	III	134.00	173.00	Landscape Architect
	IV	165.00	235.00	PM / Sr. Landscape Architect
	V	223.00	350.00	Principal
Civil Engineer	I	77.00	99.00	Drafter
	II	112.00	130.00	EIT
	III	144.00	187.00	Licensed Professional ,PE or similar license / registration
	IV	199.00	244.00	PM / Sr. Engineer
Intern		55.00	91.00	

Note: The labor rates are valid through December 31, 2025.

ATTACHMENT B

EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
2. Client generated changes to the alternative alignment provided by CLIENT. Time will be billed at an hourly rate, as defined in the Labor Rate Ranges, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by errors on the plans.
4. Design of areas outside the limits of the defined project site.
5. Design and coordination existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
6. Additional graphic products.
7. Additional meetings not identified in the project scope of services.
8. The development of trail amenities, including, but not limited to, trail head opportunities, landscaping, bike repair/air stations, trash receptacles, seating, drinking fountains, kiosks, wayfinding signage, artwork.
9. Public Meetings, Hearings, or Community Engagement and coordination with impacted stakeholders, adjacent property owners, and agencies are excluded.
10. Negotiations with adjacent property owners.
11. Effort to obtain right-of-entry from public or private landowners.
12. Bidding/Procurement
13. Construction Administration

Attachment B

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins Brokerage/EPIC
3780 Mansell Rd. Ste. 370
Alpharetta GA 30022

CONTACT NAME: Rebecca Egan

PHONE
(A/C, No, Ext): 770-552-4225

FAX
(A/C, No):

E-MAIL:
ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire Ins Co of Pittsburg

19445

INSURER B: The Continental Insurance Company

35289

INSURER C: New Hampshire Insurance Company

23841

INSURER D: Allied World Surplus Lines Insurance Co

24319

INSURER E:

INSURER F:

INSURED
Half Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

HALFF

COVERAGES

CERTIFICATE NUMBER: 678839686

REVISION NUMBER: 23-24

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC014195843	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability incl. Pollution		03113813	8/1/2023	8/1/2024	Per Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AVO: 47098.003(2); Shoreline Erosion Emergency Repairs.
City of Lewisville, its officers, officials, employees, Boards and Commissions and volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Contractual Liability & X-C-U is included under the General Liability Policy. Separation of Insureds applies to the General Liability Policy. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Lewisville
151 West Church Street
Lewisville, TX 75057

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/23 forms a part of

Policy No. CA5717893 issued to Half Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/23 forms a part of

Policy No. CA5717893 issued to Halff Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.


AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

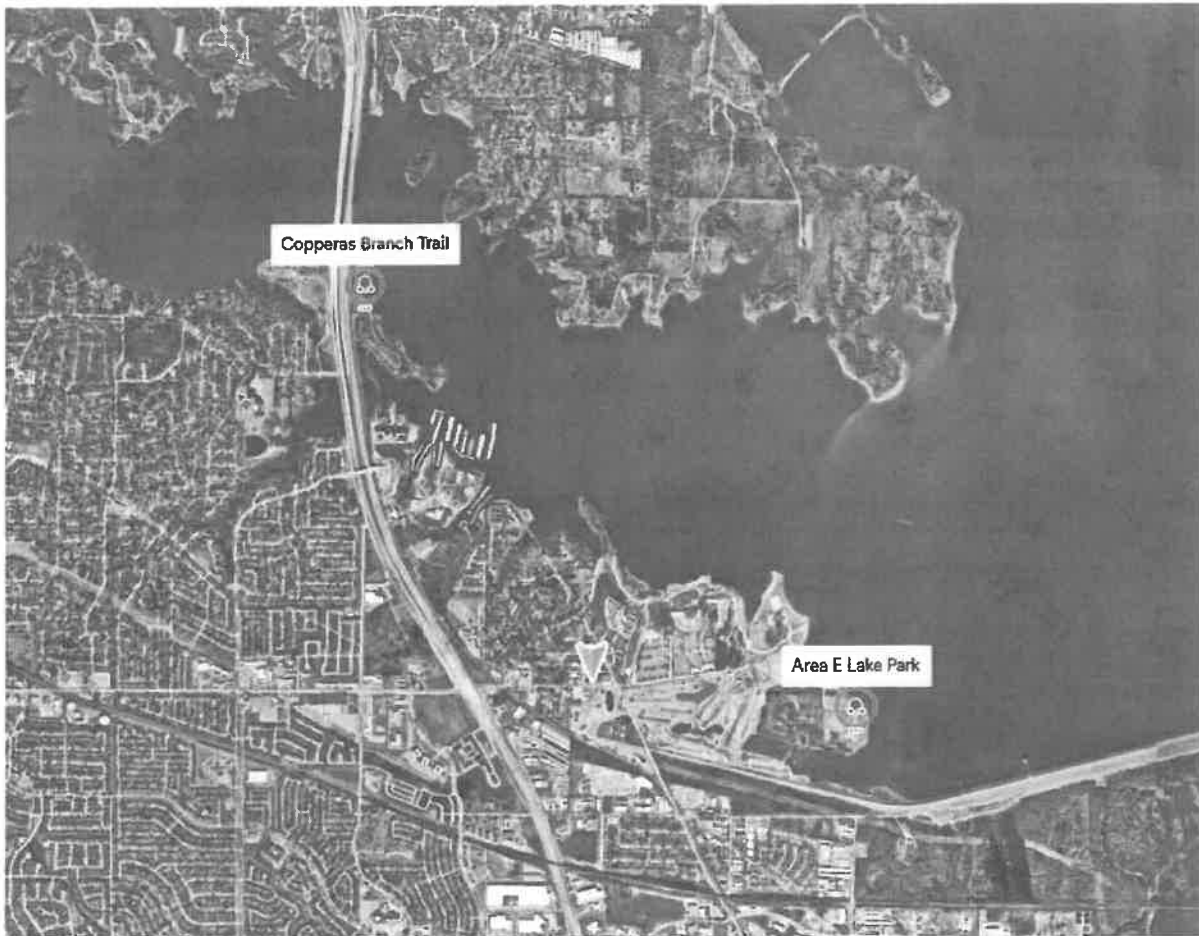
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ATTACHMENT C

EMERGENCY REPAIR EXHIBIT

CONSULTANT will work closely with the CLIENT on the emergency erosion repair of the locations identified for the PROJECT.



ATTACHMENT D

PROJECT SCHEDULE

CONSULTANT will work closely with the CLIENT on the project design schedule, which **Phase 1 & 2** are anticipated to require approximately three (03) months to complete; but may be subject to delays, depending upon City/agency (i.e. USACE) review turnaround.

