

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Leonard Street from College Street to Walters Street & Miscellaneous**  
**Paving, Storm Drainage, Water and Sanitary Sewer Improvements**

The City of Lewisville, Texas (the “City”), hereby engages ML Clark Consulting, LLC (the “Consultant”), to perform professional services in connection with the preparation of construction plans for Leonard Street from College Street to Walters Street (Paving, Drainage, Water and Sewer) and Miscellaneous Storm Drainage, Water and Sanitary Sewer Improvements (the “Project”).

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

- A.** Leonard Street: Remove approximately 500 linear feet of existing asphalt pavement and replace with concrete pavement along with replacing the existing water and installing storm drainage and sanitary sewer in Leonard Street from College Street to Walters Street. The proposed roadway section will be two (2) 11- foot lanes with parallel parking, sidewalks, street lights, trees and landscape irrigation located on both sides. The roadway will be located in the center of 60 feet of right-of-way.
- B.** Public Drive/Pedestrian Connection: Install approximately 280 linear feet of concrete pavement along with storm drainage in the Walters Street right-of-way located east of Leonard Street. The proposed roadway section will be 26-foot wide.
- C.** Storm Drainage:
  - 1. Install approximately 350 linear feet of storm drainage from Railroad Street to the east end of the Walters Street (east of Leonard Street). Approximately 90 linear feet will be located across the D.A.R.T. Tract (located along the west side of Railroad Street from College Street to Main Street) and approximately 260 linear feet will be located across the Multifamily Tract (located at the southeast corner of College Street and Leonard Street).
  - 2. Install approximately 90 linear feet of storm drainage across the D.A.R.T. Tract from Railroad Street to the Multifamily Tract.
  - 3. Install approximately 50 linear feet in College Street to the Multifamily Tract.
- D.** Sanitary Sewer: Install two (2) sanitary sewer lines in College Street to the Multifamily Tract.
- E.** Water: Install two (2) water lines in College Street to the Multifamily Tract.

**II. SCOPE OF SERVICES.**

Consultant will provide the following services and deliverables for the Project:

- A.** Prepare construction plans (30%, 60%, 90%, and final) for review, bidding, and construction, inspection and record keeping in accordance with the City.

- B.** Process plans through the City.
- C.** Provide topographic design survey.
- D.** Permitting from the Texas Department of Licensing and Regulations (TDLR) for sidewalks and curb ramps.
- E.** Assist the City through the bidding phase.
- F.** Assist the City through the Construction Phase (does not include site observation).

Attachment “B” – Services contains a more detailed description of services to be provided by Consultant for the Project and is hereby included in this Professional Services Agreement by reference.

### **III. COMPENSATION.**

The total fee agreed to for all described services and deliverables is **\$ 89,000.00**.

Invoices shall be submitted monthly 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.

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. 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, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) 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.**
- VIII. 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.

- IX. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- X. 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 services outlined herein. No term or provision herein or act of the City shall be construed as changing that status.
- XI. 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.
- XII. 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.
- XIII. 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.
- XIV. ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- XV. 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.
- XVI. 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.

**XVII. 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.

**XVIII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

**XIX. 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](http://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.

**XX. TEXAS GOVERNMENT CODE CHAPTER 2270.** Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.

**XXI. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor 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.

**XXII. PERFORMANCE:** In compliance with Texas Local Government Code 271.904, the Contractor 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 schedule as referenced in Section VIII of this Agreement.

**XXIII. CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**CITY OF LEWISVILLE, TEXAS**

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

By: \_\_\_\_\_  
Donna Barron, City Manager

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

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Julie Worster

Attest: \_\_\_\_\_

**CITY OF LEWISVILLE**  
151 West Church Street

Lewisville, Texas 75057

**APPROVED AS TO FORM:**

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Lizbeth Plaster, City Attorney

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS** **ENGINEERING/ARCHITECTURE PROJECTS**

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's 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 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 claim - \$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 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 canceled or non-renewed by either party, 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, THAT IS CAUSED BY OR RESULTS FROM ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, EMPLOYEE, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY AND DEFENSE PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONSULTANTS OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. 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, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

## **ATTACHMENT “B” – Services**

### **Construction Plans for Leonard Street from College Street to Walter Street & Miscellaneous Paving, Storm Drainage, Water and Sanitary Sewer Improvements**

#### **1. BASIC SERVICES:**

##### **A. CONCEPTUAL DESIGN (30% Submittal)**

1. Plot existing topographic features including existing pavement and utilities (marked via Texas One Call and from record drawings) on a roll plot plan sheet (1"=20' horizontal).
2. Provide roll plot (hard copy and electronic PDF copy) of 30% plan view only of the proposed roadway paving and sidewalk design as well as new storm drainage, water and sanitary sewer.
3. Provide typical roadway section(s).
4. Provide an opinion of probable construction costs.

##### **B. PRELIMINARY DESIGN (60% & 90% Submittals)**

1. Plot existing topographic features including pavement and utilities on plan and profile sheets (1"=20' horizontal and 1"=5' vertical).
2. Provide general notes sheet.
3. Provide typical roadway section(s).
4. Provide horizontal and vertical control per the City's guidelines.
5. Provide pavement removal plan.
6. Provide plan and profile drawings for Leonard Street showing existing and proposed top of curbs.
7. Provide drainage area map.
8. Provide drainage calculations.
9. Evaluate the existing storm drainage system based on current design criteria.
10. Provide storm drainage plan and profile sheets (1"=20' horizontal and 1"=5' vertical).
11. Provide water line plan sheets (1"=20' horizontal).
12. Provide sanitary sewer line plan and profile sheets (1"=20' horizontal and 1"=5' vertical).
13. Provide paving details (use City standard details).
14. Provide sidewalk and BFR details (use City or TxDOT standard details). If the BFR at an intersection is unique than a plan sheet will be created.
15. Provide storm drainage details (use City standard details).
16. Provide water details (use City standard details).
17. Provide sanitary sewer details (use City standard details).
18. Provide roadway cross sections on 50-foot intervals, center of all streets and center of all drives.

19. Prepare erosion control plan. (The Stormwater Pollution Prevention Plan, NOI & NOT will be prepared by the City).
20. Prepare landscape plan (1"=20' horizontal).
21. Prepare street light plan (1"=20' horizontal).
22. Prepare signage and pavement marking plans per the TMUTCD for 90% submittal
23. Provide one (1) half-size set and electronic PDF copy of preliminary construction plans at 60% and 90% for City staff review and comments.
24. Prepare opinion of probable cost based on 60% and 90% preliminary design.
25. Prepare and submit invoices with reports indicating work progress and any design issues that may arise.
26. Maintain contact with the City personnel during the project design.

#### **C. FINAL DESIGN (100%)**

1. Incorporate City's 90% review comments into pre-final design.
2. Develop any necessary additional design details.
3. Develop final quantities and prepare summary sheets. Determine opinion of probable construction cost based upon final design.
4. Provide one (1) half-size set and electronic PDF copy of pre-final construction plans and opinion of probable construction costs to City staff for final review.
5. Incorporate City review comments of final design.
6. Submit final signed and sealed plans to the City.

#### **D. BIDDING PHASE**

1. City will advertise the project for bid.
2. Bidders will pick up plans and specifications at the City.
3. Attend pre-bid conference at the City offices.
4. Provide answers to questions that may arise at the pre-bid conference. Prepare and issue addendum(s), if needed.

#### **E. CONSTRUCTION PHASE**

1. Attend the pre-construction meeting at the City offices.
2. Provide responses to requests for information (RFI) or clarification to the City or contractor (up to 8 hours of Project Manager and Project Engineer time included).
3. Attend one (1) site visit per month during construction (estimate 6 months).
4. Prepare record drawings, incorporating changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished on one (1) full size set and one electronic PDF copy.

## **2. SPECIAL SERVICES:**

### **SURVEY FOR DESIGN:**

Consultant proposes to provide survey services for the design of the project:

- A standard topographic survey will be performed within the subject area. The survey will include pavement, fence, retaining walls, gate locations, landscape edgings, trees, street crowns, utility boxes (including water meters, clean outs, franchise utility boxes, etc.), water valve boxes, power poles, guy wires, storm drainage inlet and manhole flowline elevations, sanitary sewer manhole flowline elevations.
- Provide owner information on the plans for each parcel or lot.
- Show approximate lot line information based on Denton County Tax records.
- The approximate location of the relevant property and right-of-way lines will be shown for reference purposes only. The lines will be tied to limited property corner monumentation. Lot numbers and addresses will be provided; owners will not.
- Pavement crosses section spaced at 50'.
- Make a reasonable effort to request Texas One Call to completely mark underground utilities within the project limits. However, we do not accept responsibility for unresponsiveness by Texas One Call or locating utilities not marked by Texas One Call.
- Survey control for construction. Monuments will be iron rods or 'x' cuts in concrete.
- Surveyor will utilize City of Lewisville control monuments.

### **TDLR PERMITTING:**

Consultant shall prepare applications to the Texas Department of Licensing and Regulations (TDLR). After construction the Consultant will notify TDLR of completion date. Consultant will address questions or issues by TDLR as a result of review and inspection.

## **3. ADDITIONAL SERVICES**

- A. Easements.
- B. Roadway pavement design or subgrade recommendations.
- C. Resetting disturbed control points for construction.
- D. Locating utilities not marked by Texas One Call.
- E. Opening City manholes that are bolted shut.
- F. Providing survey control or ROW monuments other than iron rods.
- G. Construction staking.
- H. Signal design or pull box/ wiring relocation at intersections.
- I. Full time construction inspection.
- J. Internal inspection of sanitary sewer lines.
- K. Trench excavation safety plan.

- L. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
- M. Prepare Change Orders or Addendums (unless to correct error on plans).
- N. Structural design, including walls.
- O. Public Meetings.
- P. Deed Research.
- Q. Environmental investigation.
- R. Title searches, boundary surveys, or property surveys.
- S. On-site safety.
- T. SWP3 – Review fees, NOI, NOT, & BMO's inspections during construction.

#### **4. TIME OF COMPLETION:**

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner. The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working day following receipt of a written authorization.

**Time Line** -the following items of work shall be completed with the time line indicated.

- A. Complete/furnish 30% conceptual design plans: 42 calendar days from completed topographic.
- B. Complete/furnishing 60% preliminary plans: 28 calendar days from completed 30% conceptual plans, excluding City review time.
- C. Complete/furnishing 90% preliminary plans: 28 calendar days from completed 60% preliminary plans, excluding City review time.
- D. Complete/furnishing pre-final plans: 15 calendar days from completed 90% preliminary plans, excluding City review time.
- E. Complete/furnishing final plans: 15 calendar days from completed pre-final plans, excluding City review time.
- F. Bidding and construction services shall correspond to City's schedule and construction.
- G. Closure: 60 days from the date of construction completion.

**END OF ATTACHMENT "B"**