

PROFESSIONAL SERVICES AGREEMENT
for
26-108-PSA Vista Ridge Park Construction Design

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages Halff Associates, Inc., a Texas corporation (the “Consultant”), to perform professional services in connection with **Landscape Architecture and Engineering Services for Vista Ridge Park** (the “Project”). The City and Consultant shall be referred to herein collectively as the “Parties.”

1. PROJECT. The Project is described as follows:

Landscape Architecture and Engineering Services for Vista Ridge Park, an approximately 20.55-acre park located at 2950 Lake Vista Drive in Lewisville, Texas, to the City of Lewisville, Texas. The purpose of the Project is to advance the approved 30% Schematic Design Plans to the 60%, 90% and 100% Construction Documents (PS&E) stages.

2. SCOPE OF SERVICES.

See Attachment “B” - Scope of Services and Basis of 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 hereto as Attachment “A”
- C. The Consultant’s Proposal, attached hereto as Attachment “B”

To the extent that any attachment is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Attachment “A”, followed by Attachment “B” shall prevail in the order listed. **Any preprinted or standard terms and conditions or conditions of sale incorporated into Attachment “B” by reference are hereby declared void by agreement of the Parties.**

4. COMPENSATION. The total fee for services provided under this Agreement shall not exceed \$1,907,000.00.

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

5. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the Agreement, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Certificates of insurance must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
6. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City’s sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon, in writing, by the City and the Consultant.
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. **ONLY TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, OR SUBCONSULTANT) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT’S LIABILITY. THE PROVISIONS OF**

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

9. **LIMITATION OF LIABILITY.** The Parties agree that any provision in the Proposal (Attachment 'B') limiting or disclaiming the Consultant's liability arising out of or resulting from Consultant's performance under this Agreement is void.
10. **EFFECTIVE DATE; SCHEDULE.** The effective date of this Agreement shall be the date upon which it is executed by a duly authorized representative of both Parties. A project schedule, shown in Attachment "B" is hereby included in this Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control. Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The City's Director of Parks and Recreation or her designee or the Purchasing Manager or his designee may approve changes to the schedule set forth in Attachment "B"- Project Schedule, so long as the date of final completion of the Project does not extend more than one year past the end of the 70th week following the date the City issues the Notice to Proceed as set forth in Attachment "B" – Project Schedule.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
Brett Mann, Director of Planning
2380 Performance Drive, Building C
Suite 150
Richardson, Texas 75081

With copy to: Halff Legal Department
Email: LegalHelp@halff.com

If to City, to: City of Lewisville
Attn: Earl Whitaker, Procurement and Payables Manager
151 W. Church Street
Lewisville, Texas 75057

16. **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.
17. **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.
18. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
19. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
20. **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.

21. **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.
22. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
23. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer this Agreement or its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
24. **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.
25. **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.

26. 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.

27. 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. An offense under Chapter 176 is a Class C misdemeanor.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

- 33. 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.

- 34. 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.
- 35. WAIVER.** The City's failure to act with respect to a breach by Consultant does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 36. SEVERABILITY.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the

Parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

37. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the 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.
38. **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.
39. **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.
40. **CLOSURE.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the _____ day of _____, 2026.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Claire Powell, City Manager

Date: _____

Attest: _____
Jennifer Malone-Ippolito, City Secretary

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

CONSULTANT
Halff Associates, Inc.

By:  _____
Brett Mann, PLA, ASLA, Vice President

Date: August 6, 2026

Attest:  _____
Tianyang Liu, PLA, ASLA

ATTACHMENT A

INSURANCE REQUIREMENTS **ENGINEERING/ARCHITECTURE PROJECTS**

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's proposal.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability and/or Errors and Omissions Insurance.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense).

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and/or Errors and Omissions - \$500,000 per occurrence - \$1,000,000 Aggregate.
5. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages except Professional Liability
Each insurance policy required by this exhibit except Professional Liability shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability (applicable only to certified or licensed Engineers and or Architects)
“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

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



July 22, 2026

Project No. (AVO): 56948.002

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

RE: VISTA RIDGE PARK CONSTRUCTION DOCUMENTS

Dear Stacie Anaya,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful projects. As such, we are pleased to submit the following Scope of Services for the Vista Ridge Park Construction Documents for the City of Lewisville, Texas.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Services not included as part of this Scope are listed in the Exclusions/Available Additional Services Section (**Attachment B**). A PROJECT Exhibit (**Attachment C**) and estimated PROJECT Schedule (**Attachment D**) are also included.

Please note that this proposed Scope of Services as described herein shall remain valid for a period of 90 calendar days, after which this proposal will require renewal in writing by CONSULTANT and CLIENT.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,

A handwritten signature in blue ink, appearing to read "B Mann", with a long horizontal flourish extending to the right.

Brett Mann, PLA, ASLA
Vice President
Director of Landscape Architecture, Halff Associates, Inc.
214.217.6472
bmann@halff.com

ATTACHMENT A **SCOPE OF SERVICES**

PURPOSE

Halff (CONSULTANT) shall provide Landscape Architecture and Engineering Services for Vista Ridge Park (PROJECT), an approximately 20.55-acre park located at 2950 Lake Vista Drive in Lewisville, Texas, to the City of Lewisville, Texas (CLIENT). The purpose of the PROJECT is to advance the approved 30% Schematic Design Plans to the 60%, 90% and 100% Construction Documents (PS&E) stages.

SCOPE

This Scope of Services includes project management and coordination of professional services, public and stakeholder engagement, subsurface utility engineering (SUE), survey, geotechnical engineering, civil engineering, and landscape architecture, and architectural services. The final deliverable will provide 100% construction documents, estimate of probable construction cost, specifications, and a bid package for the PROJECT while adhering to the Trinity Corridor Development Certificate (CDC), City of Lewisville, United States Army Corps of Engineers (USACE), and Denton County Improvement District (DCLID) criteria.

ASSUMPTIONS

This Scope of Services has been prepared using the following assumptions:

GENERAL ASSUMPTIONS

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. Preparation of plans at each milestone is on a one-time only basis. CLIENT or agency directed changes after a milestone submittal will result in additional fees. The fee for changes will be determined prior to initiation of work for directed changes. This does not apply to changes required to bring plans into compliance with required standards or from errors in work product by the CONSULTANT.
3. CONSULTANT shall notify CLIENT and request additional compensation if meetings exceeding the number indicated herein are necessary for ongoing coordination and/or the completion of the PROJECT.
4. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s) and providing CONSULTANT with organized reviews and/or comments and feedback from reviewing entities.

5. All tasks/phases in this scope are lump sum unless stated otherwise (see Basis of Compensation)
6. CONSULTANT will utilize the previously assembled base information in addition to newly acquired Topographic Survey base data to develop these plans.

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PHASE 1 – PROJECT MANAGEMENT & PRE-DESIGN

TASK 1.1– PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination, Communications, and Reporting:

CONSULTANT will conduct internal Team and subconsultant coordination meetings as needed for coordination and communication on this project.

CONSULTANT will meet with the CLIENT once per month to update the CLIENT on the PROJECT'S progress, schedule, and relevant issues affecting coordination and constructability. CONSULTANT will host up to eighteen (18) virtual/online meetings according to the project schedule. Notes will be taken by the CONSULTANT to record items discussed and decisions made during these meetings and distribute to all attendees.

Project Kick-off Meeting:

CONSULTANT will attend one (1) in-person project kick-off meeting with the CLIENT to confirm the goals, objectives, budget, schedule, and program of proposed improvements of the PROJECT. Notes will be taken by the CONSULTANT to record items discussed and decisions made during this meeting and distribute to all attendees.

TASK 1.2 – DONOR PROGRAM SUPPORT

Donor Program Support:

CONSULTANT will assist the CLIENT with the completion of the Donor Recognition Program. This includes refining previously provided package of donor opportunity program elements and incorporating their final design and the public art components within the Construction Document deliverable. This task also includes a 3-D model and “Fly-through” of the proposed site improvements. The 3-D model and Fly-through video will be provided in formats for CLIENT to use in public presentations and solicitation of donations. CLIENT shall be responsible for developing their “promotional video” and making final edits.

TASK 1.3 – GRANT ASSISTANCE

Grant Assistance:

Funding support includes review and research of potential State, Federal, and local grant/loan funding opportunities for Vista Ridge Park. Based on the selected funding opportunity, CONSULTANT will develop and submit one (1) funding application for Vista Ridge Park. This includes identifying eligible programs, evaluating alignment with Vista Ridge Park objectives, preparing required narrative content, assembling supporting documentation, and coordinating with city staff for necessary inputs. It does not include long-term grant administration or post-award reporting.

TASK 1.4 - SPECIALIST COORDINATION (ARTIST, PLAYGROUND & RAS):

Specialist Coordination (Artist, Playground & RAS):

The CONSULTANT will coordinate with the CLIENT and their specialist sub-consultants/vendors for the purpose of incorporating their designs into Task 1.2 deliverables and the final Construction Documents. CONSULTANT is not responsible for the accuracy, completeness, or performance of third-party designs.

- **Public Art Coordination:** CONSULTANT will coordinate with the CLIENT-selected artist(s) and/or their representatives to integrate the proposed art pieces into the overall site design. This effort includes verifying spatial placement, grading around the art elements, and coordinating necessary structural foundation requirements and electrical connection stubs within the construction documents.
 - **Meetings:** Up to three (3) virtual coordination meetings (1-hour maximum duration) with the artist and/or CLIENT to cover initial placement, technical requirements, and final plan review.

- **Playground Consultant Coordination:** CONSULTANT will coordinate with the selected playground consultant/vendor(-s) to integrate the inclusive playground equipment into the site design. This effort includes importing and incorporating vendor CAD files into the base map, verifying equipment layout, ensuring fall zones and safety surfacing limits meet applicable ADA and ASTM standards, and coordinating sub-base, site grading, and underdrainage requirements.
 - **Meetings:** Up to six (6) virtual coordination meetings (1-hour maximum duration) with the playground vendor and/or CLIENT including Parks Operations staff to review equipment selections, initial layout, utility coordination, grading/drainage integration, surfacing details, and final plan review.
- **Registered Accessibility Specialist (RAS) Coordination:** CONSULTANT will coordinate with a Registered Accessibility Specialist (RAS) for the required Texas Department of Licensing and Regulation (TDLR) Texas Accessibility Standards (TAS) plan review. This includes registering the project with TDLR (if authorized as the designated agent), submitting the 100% Construction Documents to the RAS, addressing any accessibility comments or deficiencies identified during the review, and integrating necessary adjustments into the final bid documents. (Note: TDLR registration will be paid by Halff and submitted for reimbursement.)
 - **Meetings:** Up to two (2) virtual coordination meetings (1-hour maximum duration) with the RAS to review comments and resolve TAS compliance design issues.

Task Deliverables:

- One (1) Digital PDF copy of meeting summary notes
- Integrated playground layout, safety surfacing limits.
- TDLR Project Registration confirmation document.
- One (1) Digital PDF copy of RAS review comments and CONSULTANT responses.
- Incorporation of required TAS compliance modifications into the final 100% Bid Package.
- One (1) Post-construction CONSULTANT and RAS site inspection.

TASK 1.5 – COMMUNITY/STAKEHOLDER MEETINGS

Community/Stakeholder Meetings:

CONSULTANT will conduct no more than two (2) Community/Stakeholder Meetings and four (4) Agency Meetings as described below. Anticipated length of Public Engagement Meetings shall be two (2) hours. Each Agency meeting is limited to one (1) hour each not including travel-related expenses. Anticipated number of CONSULTANT staff members present shall be (2). All meetings will be held at a public facility and coordinated by the CLIENT. If additional meetings are necessary for ongoing coordination and/or the completion of the Development Plan, CONSULTANT shall notify CLIENT and request additional compensation.

The public meetings and presentation materials will be as follows:

COMMUNITY/STAKEHOLDER MEETINGS

CONSULTANT will prepare and conduct two (2) in-person meetings on days and locations to be determined. Consultant will present the proposed design, accessibility improvements, and briefly discuss the ADA requirements for new construction and alterations. Following this presentation, we invite attendees to share feedback

- **Meeting 1:** CLIENT and CONSULTANT will present the 60% Design concepts. The goal of the meeting is to present the current design, material selections, and accessibility improvements. CONSULTANT will gather feedback that may be considered for incorporation into the design based on comments received from the Stakeholder group.

- **Meeting 2:** CLIENT and CONSULTANT will present the 90% Design. This meeting is meant for informational purposes only.

AGENCY MEETINGS (DCLID, Parks Board & City Council)

CONSULTANT will prepare and conduct six (6) in-person meetings on days and locations to be determined. We will review the proposed designs, improvements, and requirements for new construction and alterations. Following this presentation, we invite attendees to share feedback

- **Meeting 1&2:** DCLID - CONSULTANT will meet with DCLID representatives to review the proposed grading and H&H analysis to ensure compliance with the district's requirements and to facilitate necessary approvals for construction.
- **Meeting 3&4:** City of Lewisville Parks Board - Prepare for and attend up to two (2) meetings with the Parks Board to present design progress and recommendations.
- **Meeting 5&6:** City of Lewisville Council - Prepare for and attend two (2) City Council briefing to present the final design for approval.

TASK 1.6 – QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

CONSULTANT will perform internal Quality Assurance and Quality Control (QA/QC) reviews of deliverables prior to each submittal milestone. CONSULTANT will perform the QA/QC review according to Halff's QA/QC program requirements.

PHASE 2 – DATA COLLECTION AND ANALYSIS

TASK 2.1 – TOPOGRAPHIC & TREE SURVEYS

CONSULTANT will perform detailed topographical surveying for the PROJECT. The updated survey for this project site will be based on the topographic survey for this site that was completed in December of 2019 and provided to CONSULTANT for use on the previous phase of work. The proposed updated topographic survey will verify the accuracy of the existing data and will include the following:

- Client coordination
- Establish vertical and horizontal control for the site and tie to City Survey Benchmarks and/or City's GPS Survey Monuments
- Update topographic survey
- Tie all visible existing utilities
- Process field data
- Prepare contour map and text file of data in ACAD format

Tree Survey and Summary Tables:

CONSULTANT will utilize the existing tree survey for this site and will use field-based measurement methods to locate and tag trees 6" in diameter and larger as measured at DBH. A tree assessment will confirm existing tree species and condition. If based on the assessment additional survey is required, a contract amendment will be submitted and approved by CLIENT prior to proceeding with additional work.

Tree survey information will be compiled into a single table which summarizes the information from the tree survey including total number of trees and caliper inches. As part of the 60% design package, the tree summary information will be provided to understand the potential impacts of the proposed improvements, and will determine status of existing trees to remain, be removed, or to be protected.

Task Deliverables:

- One (1) digital PDF copy of the tree inventory and summary table.

TASK 2.2 – SUE SERVICES

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

Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of buried communication, electric, natural gas, traffic signal, water, wastewater/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

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

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

SUE Field Manager / Professional Engineer:

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

Task Deliverables:

- Deliverables for the Quality Level B 2D Utility Designation will be Electronic CADD files depicting the findings of the investigation. Electronic files will be provided in AutoCAD format.

Work Zone Traffic Control:

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

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

TASK 2.3 – GEOTECHNICAL REPORT

The objective of this geotechnical investigation will be to obtain subsurface data and develop foundation, pavement, pavement subgrade and earthwork recommendations for the facility. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area where the work is performed.

Subsurface Exploration

Experienced drillers and technicians will evaluate subsurface conditions with a total of seven (7) sample borings drilled to a depth of 25 feet below existing grades.

Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers 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.

Subconsultant's personnel will stake the boring locations using handheld GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise survey of boring locations and elevations are not included in this Scope. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

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 are therefore recommended:

- Moisture content and soil identification
- Percent passing No. 200 mesh sieve
- Sieve and hydrometer analysis
- Liquid and plastic limit determinations
- Unconfined compressive strength on soil
- Unit weight determinations
- Absorption pressure and/or one-point pressure swell tests

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

Engineering Analysis and Report

An engineering report will be prepared to present the results of the field and laboratory data together with our analysis of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- General soil and groundwater conditions
- Recommendations for foundation type, depth, and allowable loading
- Minimum penetration of piers to resist uplift
- Foundation construction requirements
- Recommended lateral pressures for the design of retaining structures
- Recommendations for floor slab support, including an evaluation of the swell characteristics (PVR) of the subgrade soils
- Earthwork recommendations
- Guidelines for pavement design

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services.

CONDITIONS & ASSUMPTIONS

- CONSULTANT will contact DigTess/Texas811 One Call for general subsurface utility clearing within the easements. Locating and marking any private non-franchise subsurface utilities or other structures or items which might be damaged during the field exploration program is not part of this scope. If required these services can be provided by third-party vendor to CONSULTANT for an additional fee. CONSULTANT will not be responsible for damaged utilities that are not clearly marked.
- Additional subsurface exploration, including quantities or items other than described in Basic Services, is not included. If requested, CONSULTANT will provide a proposal for additional services.

- Bulldozer or other equipment services required to achieve access to boring locations in addition to those indicated above will result in additional services.
- Stand-by time or time in excess of one-half hour required for travel between boring locations is not included.
- Additional laboratory services, including quantities or items other than those described in Basic Services will result in additional services.
- Additional insurance coverage or limits (if available) other than SUBCONSULTANT's standard policies will result in additional services.
- Additional engineering services, including personnel time and expenses for items not specifically described in Basic Services will result in additional services. This may include, but is not limited to, additional meetings requested by Client or Client's other consultants, assistance to Client in dealing with regulatory agencies, preparation and engineering assistance in legal proceedings, and evaluation of alternative designs for the project or relocation of structure, following initial submittal of the geotechnical report.

Task 2.3 Deliverables

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) PDF electronic copy of the report*

TASK 2.4 – ENVIRONMENTAL SERVICES

Cultural Resources Assessment:

Because the project is being developed by the City of Lewisville, a political sub-entity of the State of Texas, it falls under purview of the Texas Antiquities Code (TAC), which requires that the Texas Historical Commission (THC) review actions that have the potential to impact archeological historic properties within the public domain. In addition, the project may require authorization pursuant to Section 404 of the Clean Water Act, which is considered a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106) through consultation the U.S. Army Corps of Engineers and THC. To enable the CLIENT to comply with the TAC and Section 106, Halff will perform the services that include:

- **Antiquities Permit Application:** Halff will consult the Texas Archeological Sites Atlas, historical maps, and other pertinent data to determine whether any archeological historic properties listed on or eligible for listing on the National Register of Historic Places (NRHP) or State Antiquities Landmarks (SALs) are documented within the project area or adjacent properties, the extent to which the project area has undergone prior cultural resources investigations, and the potential for buried and intact archeological sites. The results of the background review will be summarized in a scope of work that outlines the methodology developed for an archeological survey of the project area. The scope of work will accompany an Antiquities Permit Application submitted for review and approval by the THC. A copy of the scope of work will be provided to USACE for review and approval.
- **Field Survey:** Upon issuance of the antiquities permit number by the THC, Halff will conduct an intensive archeological survey augmented with mechanical trenching. The survey will conform to the Council of Texas Archeologists Survey Standards (Survey Standards) and be conducted by Halff archeologists who meet the U.S. Secretary of the Interior (SOI) Professional Qualification Standards for Archeology and Historic Preservation under the direction of an SOI-qualified Principal Investigator. The survey will include pedestrian reconnaissance, shovel testing, and mechanical trenching in accordance with the Survey Standards within the proposed construction footprint.

- **Survey Report:** At the conclusion of the field survey, Halff will prepare and submit a draft report that conforms to the Council of Texas Archeologists Reporting Standards. The report will summarize the findings of the archeological survey and provide recommendations regarding any effects to archeological historic properties and any additional TAC and/or Section 106 requirements. Following a period of City review and comment, the draft report will be submitted for review by THC and USACE. After addressing any agency comments, Halff will submit a final report to the City and THC.
- **Curation:** Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs and standardized curation forms will be prepared for permanent housing at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

Threatened and Endangered Species Assessment:

Because a Section 404 permit is a federal action, documentation must be provided to make an effect determination under the Endangered Species Act to remain in compliance with the conditions of the Section 404 permit program. The Threatened and Endangered Species Assessment will include the following:

- Obtaining an official species list for the project area and other related construction areas utilizing the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) service;
- Conducting background research including review of aerial photography, topographic maps, vegetation cover data, and soil survey maps to identify potential suitable habitat for species listed in the IPaC report;
- An opinion regarding the potential of the proposed projects to affect federally listed threatened and endangered species.

Nationwide Permit Pre-construction Notification:

This task assumes the PROJECT would not exceed the impact thresholds of a Nationwide Permit. Activities that do not qualify for authorization under the nationwide permit program may qualify for authorization by standard individual permit. This task further assumes that a single pre-construction notification (PCN) will be submitted for the PROJECT. This task will include preparation and submittal of all permit components required for the NWP PCN, including coordination with the USACE, outlined as follows:

- Name, address, and telephone numbers of the prospective permittee.
- Location of the proposed PROJECT.
- A description of the proposed PROJECT; the purpose of the proposed PROJECT; direct and indirect adverse environmental effects the PROJECT would cause, including the anticipated amount of loss of waters of the United States expected to result from the activity, in acre, linear feet, or other appropriate unit of measure.
- Delineation of waters of the United States.
- Threatened and endangered species assessment.
- Cultural resources assessment; and
- Compensatory mitigation plan.

TASK 2.5 – WATER RESOURCES ENGINEERING SERVICES

The PROJECT includes updated proposed hydraulic models for Denton Creek to reflect the 60% and 100% design for Vista Ridge Park while adhering to Trinity CDC, City of Lewisville, and DCLID criteria. A FEMA CLOMR submittal and CDC submittal are also included for the 100% design phase only.

Model will utilize the 100-year and SPF discharges for the hydraulic model using the CDC model for the feasibility analysis. FEMA effective model will be utilized for the Conditional Letter of Map Revision (CLOMR) only.

Floodplain Feasibility Studies for 60% and 100% Design:

- Data Collection and Basemap Preparation- CONSULTANT will obtain most up-to-date digital data from the Trinity CDC at Vista Ridge Park and FEMA. The CDC HEC-RAS model in its original version will be used to evaluate the Conceptual Design of Vista Ridge Park as the City's effective model.
- Hydraulic Analysis – The hydraulic analysis will include the following tasks for Vista Ridge Park:
 - Model will use effective discharges for the 25-year, 50-year, 100-year, and SPF storm events.
 - No hydrologic modeling is included as part of the current scope.
 - Utilize the CDC model for the hydraulic analysis. Verify the existing conditions model to determine site improvement locations and adjust / add cross-sections as necessary to facilitate the modeling of the proposed improvements.
 - Develop a proposed conditions model based on the 60% schematic design for Vista Ridge Park.
 - Execute and debug the proposed conditions model for the 25-year, 50-year, 100-year, and SPF storm events.
 - Evaluate proposed conditions modeling for 100-year and SPF storm events to satisfy the City of Lewisville and CDC criteria.
 - Evaluate proposed conditions modeling for 100-year and SPF storm events valley storage criteria. Up to 0% and 5% valley storage loss is permitted for the 100-year and SPF storm events respectively with regards to CDC criteria.
 - If hydraulic criteria is not met, model up to two (2) additional alternatives.
 - If hydraulic criteria is met, map the existing and proposed 100-year floodplains.
 - Conduct Quality Assurance and Quality Control check of hydraulic model.

Flood Study Report

- Write, edit, and compile technical report 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 and SPF events.
- Address City comments, if any.
- Submit one (1) digital report for the City's records for the 60% submittal and submit (1) digital report the City's records for the 100% submittal.

CDC Submittal for the 100% Design Only:

- The hydraulic models and flood study report developed as part of **Task 2** will be used for this task. If design changes occur, additional fee will be required to revise and evaluate results against City and CDC criteria.
- Prepare a CDC permit application for submittal to the City and Trinity River CDC. Permitting fees will be paid by OWNER and are included in this proposal.

- Assist the City of Lewisville in answering technical questions from the Trinity River CDC. If additional technical data (beyond the scope of this proposal) is requested by the Trinity River CDC, additional services beyond the scope of this proposal will be required.
- Provide Final CDC Report and Application to CLIENT for submittal to NCTCOG and USACE.

Note: Current CDC review fees are \$6,000 and are included in the budget for this scope of work.

FEMA Conditional Letter of Map Revision (CLOMR) for 100% Design Only:

Halff will develop a FEMA CLOMR based on the 100% schematic design results of the Denton Creek Feasibility Study. FEMA effective model will be used as basis of the CLOMR submittal. CLOMR fees and any other data retrieval fee will be paid for by OWNER and are included in this proposal. The CLOMR tasks include the following:

Data Collection and Coordination:

- Obtain effective FEMA effective model for Denton Creek.
- The City approved flood development study will be utilized as the basis for the CLOMR.
- Coordinate with the City of Lewisville and FEMA during the review process, including modifications to analysis and report as required by FEMA.

Hydraulic Modeling:

- Utilize and revise the FEMA effective model (as needed) with the City approved 100% design results to determine base flood elevations through the site.
- Model will use FEMA effective discharges for the 10-, 50-, 100-, and 500-year storm events. No hydrologic modeling is included as part of the current scope.
- Modify the FEMA effective model as necessary to reflect existing site conditions.
- Execute and debug the revised existing conditions model for the 10-, 50-, 100-, and 500-year storm events.
- Develop a proposed conditions model based on the 100% schematic design for Vista Ridge Park.
- Execute and debug the proposed conditions model for the 10-, 50-, 100-, and 500-year storm events.
- Perform floodway analysis for revised existing and proposed models.
- Delineate 100- and 500-year floodplain and generate regulatory floodway boundaries for existing and proposed conditions.

Forms and Exhibits:

- Halff will complete the following forms, including attachments, and exhibits as required by FEMA:
 - Form 1 – Overview and Concurrence Form
 - Form 2 – Riverine Hydraulics and Hydrology Form
 - Form 3 – Riverine Structures Form
 - Form 4 – Payment Information Form
- Prepare FEMA required work map showing existing and proposed topography, proposed site plan, existing and proposed floodplains, and floodway.
- Prepare a scaled, revised DFIRM exhibit and annotate.
- Prepare documentation and notification letters to affected property owners.
- Prepare newspaper publication floodway notice if needed.

Compliance with Endangered Species Act:

- A desktop review of listed species and limited field work will be conducted to confirm that no endangered species will be harmed.

CLOMR Application Report:

- Update the 100% design flood study to a CLOMR Report to be submitted to the City of Lewisville.
- Compile comparison tables, including but not limited to, a 100-year water surface elevation comparison table and floodway comparison table.
- Assemble and submit a digital copy of the report to the City of Lewisville for review, approval, and signatures.
- Digital CLOMR submittal to FEMA LOMC Depot in Virginia via online submittal.
- Online FEMA fee for CLOMR review is \$6,500 (subject to change) as of February 2024 and is to be paid by CLIENT. The fee in this proposal does include the submittal fee for the CLOMR application.
- Coordination with City of Lewisville during review.
- Coordination with FEMA during the review stage, modifications to analysis and report as required by FEMA.

FEMA Letter of Map Revision (LOMR) for Post-Project Conditions:

Halff will develop a FEMA LOMR based on the previously developed CLOMR (as mentioned in task 4). The submitted and FEMA-approved CLOMR model will be utilized as basis of this LOMR submittal. LOMR fees and any other data retrieval fee will be paid for by OWNER and are included in this proposal. The LOMR Fee is based on the assumption that the site was constructed in general conformance with the plans associated with the approved CLOMR. Deviations that impact the results and conclusions of the CLOMR will require additional services and fees and field modifications may be necessary to comply with FEMA requirements. The LOMR tasks include the following:

Data Collection and Coordination

- Obtain effective FEMA effective model for Denton Creek.
- The approved CLOMR will be utilized as the basis for the LOMR.
- As-built survey will be obtained as part of the survey services in this contract. Survey is not included in the H&H fee.
- Coordinate with the City of Lewisville and FEMA during the review process, including modifications to analysis and report as required by FEMA.

Hydraulic Modeling for As-Built conditions

- Utilize and modify the FEMA effective model as necessary to reflect existing site conditions to develop the revised existing conditions model.
- Develop a post-project conditions model based on the as-built grading for Vista Ridge Park.
- Model will use FEMA effective discharges for the 10-, 50-, 100-, and 500-year storm events. No hydrologic modeling is included as part of the current scope.
- Execute and debug the model for the 10-, 50-, 100-, and 500-year storm events.
- Perform floodway analysis for revised existing and post-project models.
- Delineate 100- and 500-year floodplain and generate regulatory floodway boundaries for revised existing and post-project conditions.

Forms and Exhibits

- Halff will complete the following forms, including attachments, and exhibits as required by FEMA:
Form 1 – Overview and Concurrence Form

Form 2 – Riverine Hydraulics and Hydrology Form

Form 3 – Riverine Structures Form

Form 4 – Payment Information Form

- Compile comparison tables including a 1-percent-annual-chance flood elevation (100-year) comparison table
- Prepare FEMA required work map showing existing and proposed topography, proposed site plan, existing and proposed floodplains.
- Prepare a scaled revised DFIRM exhibit and annotate.
- Under the NFIP, it is the community's responsibility to coordinate and inform their local constituents about the flood hazard changes so the delivery method should be the community's choice. The City can select one of the following two options:
 - Property Owner Notification: Prepare documentation and notification letters for affected property owners (if needed) and submit a draft to FEMA for review before mailing.

LOMR Application Report

- Update the CLOMR Report to reflect the LOMR as-built conditions for submittal to the City of Lewisville.
- Assemble and submit a digital copy of the report to the City of Lewisville for review, approval, and signatures.
- Digital LOMR submittal to FEMA LOMC Depot in Virginia via online submittal.
- Online FEMA fee for LOMR review is \$8,000 (subject to change) as of June 2026 and is to be paid by CLIENT. The fee in this proposal does include the submittal fee for the CLOMR application.
- Coordination with City of Lewisville during review.
- Coordination with FEMA during the review stage, modifications to analysis and report as required by FEMA.

Other Misc. Fees (Direct Costs for Water Resources Engineering specific efforts):

Direct expenses will be billed at 1.1 times direct cost incurred. Direct expenses include, but are not limited to, the following items listed; plus, applicable sales, use, value added, business transfer, gross receipts, or other similar taxes

- Fees associated with data collection (model retrieval fee from data libraries, etc). FEMA Project Library model retrieval costs are included here.
- Federal (FEMA) review and processing fees for LOMR are included. A review and processing fee of at least \$8,000 for a Letter of Map Revision will be assessed by FEMA. The fee listed is current as of date of this proposal, although FEMA fees may increase without warning.
- FEMA will require that a public notice of revisions to the floodplain maps be inserted in at least one local newspaper, the cost of which is determined by each newspaper. The fee associated with this is an estimate and is contingent on number of letters being mailed out and the cost of newspaper at the time of LOMR submittal.
- The CDC Technical Review fee for a project within the effective flow area is included here. The fee listed is current as of date of this proposal, although CDC fees may increase without warning.

PHASE 3 – CONSTRUCTION DOCUMENTS

Construction Document Preparation:

CONSULTANT shall prepare 60%, 90% and 100% construction documents that include design drawings, bid documents and technical specifications for the PROJECT.

The 60%, 90%, and 100% submittal milestones shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall follow current CLIENT standards, supplemented with state and federal ADA standards where necessary. In addition to the anticipated improvements described above, CONSULTANT's 60%, 90%, and 100% submittal milestones shall also contain the following base information:

- PROJECT name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the PROJECT limits, including the location of utility/power poles, generators, and equipment.
- Approved program items from the 30% Schematic Design includes the following. These items will be the basis for the 60%, 90% and 100% Construction Documents:
 - Multi-use All-abilities Field, 1 Ballfield, storage shed and shade structures
 - Park entry signage and site wayfinding/educational signage
 - All-abilities, All-inclusive Playground layout including equipment location and safety surfacing
 - Retention / Detention Pond and drainage structure
 - Pond Overlook, Boardwalk and Trail including layout, location, and materials
 - Permanent and portable restrooms
 - Pavilion structures and Overlook
 - Wildlife Observation Blinds including location and layout
 - Picnic Area including layout, location, and materials
 - Wetland Entry Plaza including layout, location, and materials
 - Accessible path up and over DCLID Levee
 - Public Art components

TASK 3.1 - 60% DESIGN SUBMITTAL

Civil Engineering:

Coordinate with other disciplines on various site components to be included in PROJECT. Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% civil design plans. Plan submittal for Task 3.1 will include, but may not be limited to the following:

- Cover Sheet
- Site Survey
- Survey Control Plan
- Erosion Control Plans and Details
- Preliminary Mass Grading Plans
- Preliminary Design Plans for Retention / Detention Pond
- Drainage Area Map(s)
- Stormwater Plans

- Preliminary Paving Plans
- Midblock crosswalk with traffic controls (striping/signage and a solar powered Rectangular Rapid Flashing Beacon pedestrian signal or equivalent control)
- Preliminary Utility Plans
- Standard Details

Landscape Architecture:

Coordinate with other disciplines on various site components to be included in PROJECT. Based on the final schematic site plan (30% Submittal) Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% Site Amenity plans. Plan submittal for Task 3.1 will include, but may not be limited to the following:

- General Notes
- Quantity Summary Sheets
- Demolition Plans
- Preliminary Layout Plans, Notes, Schedule(s), and Details
- Preliminary Fine Grading Plans
 - Including drainage plans for site amenity areas
- Preliminary Materials Plans
 - The site materials plans will show the materials, colors, finishes, and details for site amenities components such as shade structures, furniture, walls, walks, etc.
 - Preliminary Planting Plans
 - Tree Preservation & Protection Plan
 - Preliminary Irrigation Plans
 - Preliminary Construction Details
 - Outline of Technical Specifications

Architecture:

Coordinate with other disciplines on various site components to be included in PROJECT. Architect will provide Design & Documentation (including Structural and MEP for canopies, shade structures, and buildings under the Architect's scope of work) for the following:

- Various sports field canopies and shade structures
- One (1) storage building
- One (1) Public Restroom Building to include storage area
- An "overlook" structure at terminus of playground
- A lakeside "pavilion"

Subject to specific assumptions and exclusions as described herein, the designs will be generally based on the concepts provided at the 30% Submittal and as approved by the CLIENT. This task will include further schematic design and analysis appropriate for review and approval as part of this submission. Plan submittal for Task 3.1 may include, but shall not be limited to the following:

- Building & Pavilion Plans
- Elevations & Sections
- Preliminary Material Plans
- Preliminary Construction Details
- Preliminary MEP Plans for Buildings

Structural

Coordinate with other disciplines on various site components to be included in PROJECT. Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% design plans, including:

- Preliminary Structural Plans & Details for designed amenities including:
 - Three (3) boardwalks (grand entry, wetlands, and south end of pond)
 - One (1) “Bird Blind” structure. Includes foundation and framing plans, details and general notes.
 - One (1) Seat Wall – Design of CIP concrete seat wall. Typical section.
 - Security Light Poles – Foundation design for light poles. Assumed 2 variations.
 - Entry Moment Sign – Foundation design for two (2) type of sign.
 - Retaining wall – Design of site retaining walls for an approximate total of 1300 LF.
 - Ramp North of Levee - ~500 LF
 - South End of Pond – ~800 LF
 - Review and comments for baseball backstop design and fencing.
- Prepare PROJECT specific Technical Specifications for work items not covered by either City, NCTCOG, or TxDOT specifications

Electrical

Coordinate with other disciplines on various site components to be included in PROJECT. Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% design plans, including:

- Preliminary Site lighting and field lighting tailored to meet site requirements.
- Preliminary Power supply and routing for Entry Sign, Irrigation System, Concession & Restroom Buildings
- Preliminary Lighting cutsheets for typical fixtures will be included.
- Preliminary One line riser for electrical service and feeders.
- Preliminary Specifications

Plumbing

Coordinate with other disciplines on various site components to be included in PROJECT.

Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% design plans, including

- Preliminary Plumbing fixture cutsheets and typical piping will be included.
- Preliminary Specifications

Water Resources

Coordinate with other disciplines with regards to drainage and floodplain constraints. Obtain floodplain development permit through the CLIENT. Perform final drainage and flood studies to determine if the revised grading and drainage within the site will impact adjacent properties. Refer to Task 2.5 for a full listing of services.

- Hydrology
 - Revise the proposed times of concentration and percent impervious values to reflect the revised site and drainage plans
 - Confirm no adverse impacts are shown to Denton Creek or any adjacent properties
- Hydraulics
 - Revise the proposed hydraulic conditions model to reflect the revised grading plan
 - Confirm no adverse impacts and that the results meet all CLIENT and FEMA criteria
 - Prepare final drainage study and flood study report in support of grading and floodplain development permits for submittal to the CLIENT
- FEMA Conditional Letter of Map Revision (CLOMR), If needed
 - Utilize modeling developed during the 60% design phase
 - Execute the FEMA 10-, 50-, 100-, and 500-year flood profiles for the duplicate effective, revised existing, and proposed conditions floodplain and floodway models
 - Delineate the limits of the revised existing and proposed 100-year floodplain, 500-year floodplain, and floodway for Denton Creek
 - Prepare the FEMA CLOMR application including the hydraulic report, work maps, and application forms.
 - Deliver digital copy of the CLOMR Report to the CLIENT
 - Address one round of comments from the CLIENT
 - Submit the CLOMR Report to FEMA via the FEMA online LOM-C site. The current review fee for the CLOMR is \$6,500 and can be paid for by the CLIENT
 - Coordinate with FEMA to address any comments

TASK 3.1.1 - 60% OPINION OF PROBABLE COST (OPCC)

CONSULTANT shall provide an OPCC at 60% construction document submittal. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans. Unit costs for these items shall be developed utilizing recently let PROJECTs by Halff of similar scope and size, pricing data from suppliers, and from TxDOT's available 3-month and 12-month rolling averages. Quantities and available unit pricing included in the 60% OPCC are preliminary and may be subject to change due to fluctuations in pricing beyond the CONSULTANT'S control. OPCCs are intended for budget purposes only.

CONSULTANT will not proceed to 90% submittal until the CLIENT has provided CONSULTANT with a formal Notice to Proceed (NTP) confirming the acceptance of the 60% design. CONSULTANT will review and incorporate applicable review comments and

feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the subsequent submittal milestones. **Any changes to plans following acceptance of 60% plans by the client will be considered a change order and billed hourly to the client.**

TASK 3.2/3.3 - 90% CONSTRUCTION DOCUMENTS/100% BID PACKAGE SUBMITTAL MILESTONE PREPARATION:

CONSULTANT shall prepare both the 90% Construction Documents and 100% Bid Package submittal milestones. The anticipated deliverables will consist of a comprehensive set of construction drawings necessary to fully communicate the design intent and facilitate bidding and construction. These documents will generally include, but are not limited to, cover and general note sheets, comprehensive Civil Engineering, Landscape Architecture, Architecture, Structural, Electrical, Plumbing, and the Project Manual and all supporting documents as described herein.

Civil Engineering:

Coordinate with other disciplines on various site components to be included in PROJECT. CONSULTANT shall address comments from the 60% review and advance Civil Engineering Plans, PROJECT specific specifications, and quantities from the 60% Submittal to a 90%/100% stage.

Landscape Architecture:

Coordinate with other disciplines on various site components to be included in PROJECT. CONSULTANT shall address comments from the 60% review and advance Landscape Architecture Plans, PROJECT specifications, and quantities from the 60% Submittal to a 90%/100% stage.

Architecture:

Coordinate with other disciplines on various site components to be included in PROJECT. CONSULTANT shall address comments from the 60% review and advance Architecture Plans, PROJECT specifications, and quantities from the 60% Submittal to a 90%/100% stage.

Structural

Coordinate with other disciplines on various site components to be included in PROJECT. CONSULTANT shall address comments from the 60% review and advance Structural Plans, PROJECT specific specifications, and quantities from the 60% Submittal to a 90%/100% stage.

Electrical

Coordinate with other disciplines on various site components to be included in PROJECT. CONSULTANT shall address comments from the 60% review and advance Electrical Plans, PROJECT specific specifications, and quantities from the 60% Submittal to a 90%/100% stage.

Plumbing

Coordinate with other disciplines on various site components to be included in PROJECT. CONSULTANT shall address comments from the 60% review and advance

civil design drawings, PROJECT specific specifications, and quantities from the 60% Submittal to a 90%/100% stage.

Water Resources

60% Documentation will be carried forward.

Project Manual

CONSULTANT will assemble a comprehensive Project Manual for the site improvements in accordance with CLIENT and PROJECT-specific standards. This manual will include the CLIENT's required front-end documents, bidding forms, the Bid Schedule, and Technical Specifications. The Technical Specifications will be submitted for CLIENT review at the 90% and 100% milestones.

Comment Resolution Meetings:

CONSULTANT will conduct a virtual review meeting (2-hour maximum each) to discuss and resolve CLIENT comments following the 60% and 90% Construction Document submittals for a total of two (2) meetings. CONSULTANT will document decisions made during these meetings.

CONSULTANT will provide electronic copies of project work products upon CLIENT request. After incorporating all 90% review comments, CONSULTANT will deliver the final 100% Bid Package containing the sealed and signed construction documents.

Task 3.2/3.3 Deliverables:

Deliverables provided by the CONSULTANT at each submittal milestone shall include the following:

- *Digital copies of all required Environmental documentation including copies of correspondence and submittals to specific agencies.*
- *One (1) Digital PDF copy of Comment Resolution meeting notes.*
- *One (1) Digital PDF copy of the Construction Documents and PROJECT Manual (90% and 100% only).*
- *Three (3) bound copies of the Construction Documents (only upon written request).*
- *Three (3) bound copies of the PROJECT Manual (only upon written request).*
- *One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.*

TASK 3.2.1/3.3.1 - 90% & 100% Opinion of Probable Cost (OPCC)

CONSULTANT shall provide OPCC's at 90% & 100% construction document submittals. CONSULTANT's OPCC's shall be based on the quantities indicated on the CONSULTANT's plans. Unit costs for these items shall be developed utilizing recently let PROJECTs by Halff of similar scope and size, pricing data from suppliers, and from TxDOT's available 3-month and 12-month rolling averages. Quantities and available unit pricing included in the 90% & 100% OPCC's. OPCC's are preliminary and may be subject to change due to fluctuations in pricing beyond the CONSULTANT'S control. OPCCs are intended for budget purposes only.

PHASE 4 – BID PHASE SERVICES

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 CLIENT with advertisement, distribution of bid documents, and communication with bidders. Tasks may include the following as required by the CLIENT:

- Attend one (1) pre-bid meeting to assist the CLIENT with describing the project design and construction requirements to prospective bidders.
- CONSULTANT will assist the CLIENT during the bidding process by addressing technical questions and bidder inquiries.
- 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.
- It is assumed that this project will only have one (1) advertisement and bid opening.

BASIS OF COMPENSATION

The basis of compensation for the services below shall be as follows:

Phase/Tasks	Fees
PHASE 1 PROJECT MANAGEMENT & PRE-DESIGN	
1.1 Project Management and Communication	\$180,500
1.2 Donor Program Support	\$15,000
1.3 Grant Funding Assistance	\$25,000
1.4 Specialist Coordination (Artist, Playground and RAS)	\$18,000
1.5 Community/Stakeholder Meetings	\$18,000
1.6 Quality Assurance/Quality Control	\$25,000
PHASE 1 TOTAL (Tasks 1.1 – 1.5)	\$281,500
PHASE 2 – DATA COLLECTION AND ANALYSIS	
2.1 Topographic and Tree Surveys	\$16,000
2.2 SUE Services	\$24,500
2.3 Geotechnical Report	\$16,000
2.4 Environmental Services	\$65,000
2.5 Water Resources Engineering Services	\$239,000
PHASE 2 TOTAL (Tasks 2.1 – 2.5)	\$360,500
PHASE 3 – CONSTRUCTION DOCUMENTS	
3.1 60% CD's and OPCC	\$421,800
3.2 90% CD's and OPCC	\$543,900
3.3 100% CD's and OPCC	\$269,300
PHASE 3 TOTAL (Tasks 3.1 – 3.3)	\$1,235,000
PHASE 4 – BID PHASE SERVICES	
4.1 Bid Phase Services (Time & Materials est.)	\$20,000
PHASE 4 TOTAL	\$20,000
* Billed Hourly (Cost Plus Max, Not to Exceed)	
**Direct Costs (Estimated Reimbursable Expenses)	\$10,000
PROJECT GRAND TOTAL (Phases 1-3 + Direct Costs)	\$1,907,000

HOURLY BILLING RATES

2026

Labor Category	Level	Billing Rate Range		Description
		Low	High	
Landscape Architect /Planner	II	120.00	140.00	Landscape Designer
	III	153.00	173.00	Landscape Architect
	IV	191.00	233.00	PM / Sr. Landscape Architect
	V	300.00	380.00	Sr. PM / Principal
Engineer	I	116.00	155.00	EIT
	II	136.00	166.00	EIT / PE
	III	174.00	216.00	Sr. PE / PM
	IV	227.00	286.00	Sr. PM / Sr. PE
	V	287.00	380.00	Tech Advisor / Principal
Scientist (Environmental / Geologist)	I	86.00	102.00	Professional (BS in ENG, Geology or ENV Science)
	II	123.00	144.00	Experienced Professional
	III	151.00	193.00	PE, PG or similar license / registration
	IV	212.00	248.00	PM / Sr. Scientist
Surveyor	IV	182.00	224.00	RPLS / Geospatial PM
	V	229.00	345.00	Sr. / PM RPLS
Office/Field Tech (SUE)	III	102.00	127.00	Utility Coordinator
	IV	131.00	166.00	SUE Field Manager
	V	213.00	226.00	SUE Manager
Office Tech (CADD, Designer and Survey)	III	107.00	158.00	Jr. CADD/Designer/Survey Tech
	IV	133.00	166.00	Sr. CADD/Designer/Survey
	V	176.00	276.00	CADD Manager/Geo Spatial PM (unlicensed)
Clerical		97.00	150.00	Admin Assistant
Specialist (GIS)	I	90.00	109.00	Jr. Level GIS Analyst / ROW Support Staff
	II	118.00	148.00	GIS Analyst / ROW Agent
	III	152.00	200.00	Sr. / PM – GIS Analyst / ROW Agent
	IV	201.00	249.00	Sr. PM – GIS Analyst / ROW Agent
Intern		55.00	116.00	

The labor rates are valid through December 31, 2026. The above billing rates are based upon the total salary cost times a multiplier of 2.3.

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:

GENERAL:

1. Any work not specifically included in this Scope of Services will be undertaken as an Additional Service. Additional Services will be proposed to the Client and approved prior to beginning of work.
2. Revisions to the plans requested by the CLIENT after the plans are approved, are excluded.
3. Design of areas outside the limits of the defined project site are excluded.
4. Design and coordination of existing utility relocations and modifications including gas, telephone, or other franchise utility improvements is excluded.
5. Additional graphic products are excluded.
6. Additional meetings not identified in the project scope of services are excluded.
7. Printing of additional drawings, specifications and contract documents not identified in the project deliverables is excluded.
8. The development design alternatives, or preparation of feasibility studies are excluded.
9. Negotiations with adjacent property owners are excluded.
10. Off-site bus and overflow parking area for identification only, no proposed improvements.
11. Water and Wastewater service connections, sizes, and locations to be specified by splashpad designer/manufacturer.
12. Civil specifications will refer to NCTCOG, TxDOT, City of Lewisville Standards or as provided by individual manufacturers.
13. Separation of project documents into multiple submittals or tasks is excluded.
14. Creation of record drawings will be included in Construction Administration as a separate phase.

ARCHITECT:

15. Design of sitework and site amenities included in other disciplines' scope of work is excluded
16. Design and detailing of any specialty delegated design items is excluded
17. Design and detailing of attachment and bracing of mechanical, electrical, and plumbing equipment is excluded
18. Structural as-built drawings and re-designs to meet construction budgets
19. Design of storm shelters is excluded
20. Design of temporary or permanent earth retention systems are excluded
21. Special inspections or responsibility for special inspections as the Registered Design Professional in Responsible Charge (as defined by the International Building Code are excluded
22. Energy modeling is excluded
23. Renderings and animations are excluded
24. Value engineering is excluded
25. Bidding & Negotiations
26. Contract Administration
27. Record drawings based on contractor's markup are excluded
28. Expedited permit reviews are excluded
29. LEED documentation and submissions are excluded

Additional Architecture Services:

- Structurally suspended slabs - \$8,500
- Structural site visits by structural engineer - \$800 per visit + expenses
- Low voltage services, including IT & Telecommunication design, CCTV,
- Intrusion Detection, Access Control and Speaker Coordination - \$6,800

- Additional site visits by MEP beyond 1 visit.
- More than two revisions to previously approved plans or specifications

PUBLIC ENGAGEMENT:

30. Any meetings not specified in the above scope of work is excluded.

TRAFFIC:

31. Preparation of Traffic engineering reports or studies is excluded.
32. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.

PERMITTING:

33. Payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees are excluded, unless noted otherwise.

SUE:

34. Quality Level A and C are excluded.
35. Permitting is excluded.

SURVEY:

36. Any survey beyond what is identified in this Scope of Work is excluded
37. Geospatial Survey Services are excluded.
38. Right of Entry preparation and coordination is excluded.
39. Boundary Research and Boundary Resolution Services are excluded.

ENVIRONMENTAL:

40. NEPA Environmental Documentation – Technical analyses and reports are excluded from this scope of services including air, noise, waters, biology, cultural resources, community, hazardous materials, indirect, cumulative analyses, etc. are excluded.
41. Additional regulatory agency requirements not identified in the proposed scope of services are excluded.
42. Threatened or endangered species surveys or Section 7 consultation with the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act are excluded.
43. Presence/absence surveys for state listed threatened or endangered species, and species of greatest conservation needs and consultation with Texas Parks and Wildlife (TPWD) are excluded.
44. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is excluded.
45. Preparation of any permitting documents (e.g. preconstruction notification) for yet to be determined applicable federal or state regulations (e.g., Section 404 of the Clean Water Act) are excluded.
46. Obtaining an Antiquities Permit from the Texas Historical Commission (THC), preparation of a research design, performing a reconnaissance survey or intensive surveys (i.e., on the ground or archival research for historic structures/districts and shovel testing/deep trenching for archeological sites), evaluation of National Register of Historic Places (NRHP) eligibility for any resources, evaluation of effects on NRHP-eligible or -listed sites, development of mitigation plans, or Section 4(f) evaluations are excluded.
47. Phase I and II Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys) are excluded.
48. Federal, state, or local review and processing fees are excluded.
49. This scope excludes a historical resources survey and architectural assessment.
50. Formal NRHP/SAL eligibility evaluations of archeological historic properties documented in the project area are excluded.

51. Documentation or removal of human burials encountered during field investigations or inadvertent discovery during construction is excluded.

HYDROLOGIC & HYDRAULIC (H&H):

52. Hydrologic Analysis is not included.
53. Scour analysis is excluded.
54. 2D hydraulic analysis is excluded.
55. Detention, downstream assessments, and local drainage analysis are excluded.
56. Fees associated with data collection (model retrieval fee from data libraries, etc) and FEMA Project Library model retrieval costs are included. The fee depends on FEMA library charges for model retrieval and may increase without warning. FEMA Project Library model retrieval costs are included. This may be \$350.00 or greater. FEMA requests \$150.00 up front plus costs of materials
57. Federal (FEMA) review and processing fees for LOMR/CLOMR are included. A review and processing fee of at least \$8,000 for a Letter of Map Revision and \$6,500 for a Conditional Letter of Map Revision will be assessed by FEMA. The fee listed is current as of date of this proposal, although fees may increase without warning.
58. FEMA will require that a public notice of revisions to the floodplain maps be inserted in at least one local newspaper, the cost of which is determined by each newspaper. This cost is not included in the scope of work.

REIMBURSABLE EXPENSES:

59. Costs for software licenses, logins, trainings, or annual fees are excluded.

CONSTRUCTION ADMINISTRATION SERVICES:

60. Construction Administration Services are excluded
61. Construction/Pre-construction meetings are excluded.
62. Site observations are excluded.
63. Coordination with contractors is excluded.
64. As-built/record drawings are excluded.

ATTACHMENT C

PROJECT LOCATION AND LIMITS



ATTACHMENT D PROJECT SCHEDULE

Project schedule is intended to run for 70-weeks or approximately 16-months. Project schedule is subject to modifications due to delays, agency review turnaround time, etc. A project schedule indicating contract execution date and Notice to Proceed (NTP) will be provided upon receipt of executed contract from the CLIENT. Any modifications to this schedule will be communicated to all parties of the contract and approved by written agreement between the CLIENT and CONSULTANT and made an amendment to the contract.

See following page for schedule chart.

Project Start Date = Notice to Proceed (NTP)
NTP is intended to reflect "within 10 days of the contract's execution by the City"

FEE		TASK	WORK DAYS	START WEEK	END WEEK	CALENDAR WEEKS	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69																																																																				
\$	296,500.00	1	Project Management and Pre-Design																																																																								
\$	180,500.00	1.1	Project Management																																																																								
\$	30,000.00	1.2	Donor Program Support																																																																								
		1.2.1	Donor Program Support																																																																								
\$	25,000.00	1.3	Grant Funding Assistance																																																																								
\$	18,000.00	1.4	Specialist Coordination																																																																								
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\$	25,000.00	1.6	Quality Assurance/Quality Control																																																																								
\$	357,900.00	2	Data Collection																																																																								
\$	16,000.00	2.1	Topographic and Tree Surveys																																																																								
\$	24,500.00	2.2	SUE Services																																																																								
\$	13,400.00	2.3	Geotechnical Report																																																																								
\$	65,000.00	2.4	Environmental Services																																																																								
\$	239,000.00	2.5	Water Resources Engineering Services																																																																								
\$	1,240,000.00	3	Construction Documents																																																																								
\$	431,800.00	3.1	60% Construction Documents																																																																								
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		3.2.1	90% Client Review Period																																																																								
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FALSE