

ATTACHMENT B: SCOPE OF SERVICES

Project Understanding

The City of Lewisville (The City) has requested that Kimley-Horn (The Consultant) provide professional design services for preparation of landscape construction documents, and construction phase services for The City of Lewisville, TxDOT Green Ribbon Program at the following locations:

- I-35E at Main Street
- I-35E at Fox Avenue

Services include advancing the TxDOT '2027-'2028 Green Ribbon Program application landscape concepts through Schematic Design and final Landscape Construction Documents.

The scope of services is limited to the limits of work as identified in the City of Lewisville Green Ribbon FY 2027-2028 application and exhibit below. The City and Consultant understand that the project construction cost will include federal funds, will be programmed by TxDOT, and will follow the TxDOT Design Review Process and follow the Local Government Project Procedures (LGPP) and LGPP TxDOT letting schedule.

For the purpose of scope and fee development it is estimated that the future construction cost for the Green Ribbon Program improvements are anticipated to be approximately \$1.2 million for the two (2) locations. For budgeting purposes it is assumed that the Green Ribbon Program project will consist of one bid package: I-35E at Main Street and I-35E at Fox Avenue.

Scope of Services

The following are the professional services to be provided by the Consultant. The Lump Sum (LS) task will be completed for the lump sum fee indicated. Hourly tasks will be invoiced at our current hourly rates in effect at the time the services are provided. Actual invoiced amount for hourly tasks will be based on the effort required to complete the task.

Task 1 – Project Meetings and Design Coordination

The effort included in this task is related to project meetings and design coordination to support the development of Landscape Construction Documents:

- City and TxDOT Project Kickoff Meeting (One Meeting) - Conduct a kick-off meeting to establish understanding of the project, the project schedule, scope, and communication methods, and to receive data from the City of Lewisville.
- Coordination with TxDOT- including correspondence with the TxDOT Local District office, submittals (30%, 60%, 95%, 95% resubmittal and complete 100%) and TxDOT review response letters.
- Preparation for and attendance at City plan review meetings-(60%, 95%) – two (2) virtual meetings total
- Communication, correspondence, and coordination with the City. The Consultant anticipates 2 hours a week for project communication (emails, phone calls, meetings, project updates/clarifications).
- Preparation of monthly progress reports and project correspondence to project team.
- Prepare monthly invoices and invoice summary per TxDOT standards.
- Prepare of a project schedule and update throughout the design phase.

Task 2 – Field Visit and Initial Data Collection

The Consultant will utilize data provided by the City from previous projects including TxDOT I-35E roadway expansion plans, ROW acquisition and easements, site survey, and will research readily available information.

- Field Visit - Following the kickoff meeting, the Consultant will conduct one site visit with the Client to document the existing observable above-ground conditions within the project limits and prototypical medians for use during the schematic design development.
- Base Mapping - the Consultant will prepare a project base / context map consisting of an aerial photograph and available parcel data or available data of the project site for use in the kickoff meeting and schematic design development.
- Record Drawings - the City will provide record drawing information for City infrastructure within the project limits. (see Survey Services Task for limits).
- The City will provide a preferred plant list, construction standard details, irrigation system standards, project general notes, and specifications, and recent similar project deliverables.

Task 3 – Schematic Design

The Consultant will advance the Green Ribbon Program application landscape concepts to schematic design locating landscape improvements that align with Green Ribbon Program guidelines and goals for the two locations.

The Schematic Design plans will illustrate the general scope, scale, theme, and relationship of various design components:

- Locating shade trees, ornamental trees, shrubs, and groundcover
- Locating mow curbs or other planting zone edges
- Preparing landscape materials palette utilizing native landscape material that is adaptive to local climate and landscape material that aligns with the City's plant list
- Preparing an Opinion of Probable Construction Costs (OPCC)

This task will define the overall design theme, plant material list and hardscape materials for the two locations. These deliverables will be the 30% submittal and will be used for environmental clearance coordination with TxDOT.

Deliverable: One (1) 11" x 17" 30% Schematic Design Plan Package for TxDOT Drop Box Submittal
TxDOT 30% Submittal Checklist

- Barricade and Construction Standards
- Traffic Control Plans
- Design Standards
- Plan Set
- Existing Conditions
- Cost Estimate

Task 4 – Construction Documents (60%, 95%, 95% Resubmittal & Final 100%)

The Consultant will prepare landscape construction plans in general accordance with the approved Schematic Design Concepts. The construction plans will provide locations of landscape improvements, planting details, irrigation plans and details, and specification. This task includes 60%, 95%, 95% resubmittal and Final 100% plan set submittals that include the following:

60% Submittal

- Landscape Plans and Details for the project limits showing plant material locations as they relate to the roadway edges. Included in these sheets will be a planting schedule specifying recommended plant species and details illustrating recommended installation methods and TxDOT requirements.
- Irrigation Plans and Details for the proposed landscape improvements showing irrigation zone type, pipe sizing and controller/valve locations, water and electrical service and standard details. These plans will show sufficient detail for construction and will be prepared to conform to published City and TxDOT requirements.
- Applicable City standard details and TxDOT standard details necessary for design. Modify standard details as needed.
- Revised project schedule/timeline based on TxDOT review schedule.
- Opinions of Probable Construction Costs (OPCC)
- One (1) 11" x 17" physical print set drawings and a .pdf set to the City for review and comment.
- Consultant will address City Comments and submit 11" x 17" digital .pdf plan set to the TxDOT Local District Office for review and comment.
- Consultant will conduct one 60% PS&E comment review meeting with TxDOT Local District Office to solicit review comments and discuss the approach to addressing comments.
- Consultant will address 60% PS&E comments from TxDOT and prepare a TxDOT response summary or Blue Beam Session comments.

The 60% Submittal (11" x 17" plan sheets) include:

- TxDOT Standard Cover/Index of Sheets
- Project Context
- Project Layout
- General Notes
- Estimate and Quantities
- Traffic Control Plan
- Erosion Control
- Environmental Issues
- Existing Conditions and Preservation Plan
- Tree Protection if applicable
- Hardscape
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Details Sheets
- Draft Project Manual
- Opinion of probable construction cost / estimate

Submittal will comply with the latest TxDOT 60% Submittal Checklist.

- Plan Set
- Project Proposal
- General Notes
- Utility certification
- Contract timeline estimate
- Updated cost estimate
- LGPP Certification proof

95% Submittal

Consultant will:

- Incorporate the 60% comments received from TxDOT
- Update Opinion of Probable Construction Costs (OPCC)
- Submit one (1) 11" x 17" physical print set drawings and a .pdf set to the City for review and comment.
- Address City Comments and submit 11" x 17" digital .pdf plan set to the TxDOT Local District Office for review and comment.
- Conduct 95% PS&E comment review meeting with TxDOT Local District Office to solicit review comments and discuss the approach to addressing comments.
- Address 95% PS&E comments from TxDOT and prepare a TxDOT response summary or Blue Beam Session comments.

The 95% Submittal (11" x 17" plan sheets) include:

- TxDOT Standard Cover/Index of Sheets
- Project Context
- Project Layout
- General Notes
- Estimate and Quantities
- Traffic Control Plan
- Erosion Control
- Environmental Issues
- Existing Conditions and Preservation Plan
- Tree Protection if applicable
- Hardscape
- Landscape
- Irrigation
- Miscellaneous Details
- TxDOT Standard Details Sheets
- Project Manual
- Opinion of probable construction cost / estimate

95% Re-Submittal

Consultant will:

- Incorporate the 95% comments received from TxDOT and prepare for cover signatures.

100% Submittal

Consultant Will:

- Incorporate the final design submittal review comments and prepare a comment response letter.
- Prepare a final project manual, including:
 - City standard construction contract forms
 - Notice to bidders
 - Special instructions to bidders

- Bid form
- Standard construction contract
- Performance Bond
- Payment Bond
- Maintenance Bond
- Certificate of insurance
- General conditions
- Special provisions
- Technical specifications
- LGPP required forms
- Submit two (2) 11" x 17" physical print set drawings and a .pdf set of plans and specifications to the City.
- Submit final opinion of probable construction cost.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Subsequent modifications resulting from material site plan changes directed by the City or their representatives will be billed to the City as additional service.

Task 5 – Bidding

The Consultant will assist the City during the bidding phase. Consultant will:

- Provide one (1) set of .pdf files final plans and specifications to the City. The submittal shall include final plans, final contract documents, and final opinion of probable construction cost /estimate.
- Print up to two (2) 11" x 17" plan sets and specifications for the City if requested.
- Prepare the bid book, advertisement for bids, and bid documents upon letter of authorization from TxDOT.
- Prepare for and attend a pre-bid meeting and assist the City in answering questions from the bidders.
- Issue addenda in response to bidder's requests for information.

Furnishing additional copies of review documents and/or bid documents more than the number of the same identified above will be considered as Additional Services.

If additional effort is required or the Bidding process is extended beyond a reasonable time due to securing a qualified bidder, administrative delays, or other unforeseen circumstances, an additional service will be required. Selection of contractor shall be sole responsibility of the City.

Task 6 – Construction Contract Administration

The Consultant will assist the City and provide limited construction phase services for the landscape architecture portion of the project, as requested by the City. The estimated construction period of the project is six (6) months for the basis of establishing the Consultants Fee. We have estimated 124 hours of effort associated with this task. If the City requests additional support, it will be billed at our then current hourly rates beyond the amount in this contract. Construction phase services that can be provided are as follows:

- Pre-Construction Conference – The Consultant will attend one (1) pre-construction conference prior to commencement of contractors work at the site.
- Visits to Site and Construction Observation – The Consultant will provide on-site construction observation services during the construction phase. The Consultant will make site visits at intervals as agreed upon with the City to observe the progress of the work. The estimated construction visits for establishing the Consultants Fee is for up to six (6) total. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep City informed of the general progress of the Work.
 - The purpose of the Consultant's site visits will be to enable the Consultant to better carry out the duties and responsibilities specifically assigned in the Agreement to Consultant, and to provide the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, equipment choice and usage, sequence, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incidents to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work – The Consultant will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, through the basis of such observations, Consultant believes that such work will not produce a completed project that conforms generally to Contract Documents.
- Clarifications and Interpretations – The Consultant will respond to reasonable and appropriate Contractor requests for information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.
- Change Orders – The Consultant may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples – The Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Document. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequence, schedules, or procedures of construction or to related safety precautions and programs.
- Substitutions and "or-equal" - The Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests - The Consultant may require special inspections or tests of Contractor's work as the Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations of the Contract Documents. Consultant's review of such certificates will be for the purpose of

determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

- Disagreements between City and Contractor - The Consultant will, if requested by the City, render written decisions on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Applications for Payment - Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to the City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the Consultant in this agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the dollars paid on account of the Contract Price, not to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.
- Substantial Completion - The Consultant will, promptly after notice from Contractor that it considers the entire work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of City, Consultant considers the work substantially complete, work will then be documented, Consultant will notify City and Contractor.
- Final Notice of Acceptability of the Work - The Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendations for final payment, Consultant shall also provide a notice that the work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its service and based upon information provided to Consultant upon which it is entitled to rely. This scope includes one final completion walk through. TxDOT document coordination for project closeout may include, but may not necessarily be limited to the following:
 - Walk-through
 - Notify TxDOT within 30 days of completion letter
 - Record Review
 - Address report review findings
 - Final Reimbursement
 - Statement of Cost

- Limitation of Responsibilities - The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- Record Drawings - Prepare project "Record Drawings" based on information provided by the Contractor and/or City as to the actual field placement of work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the City. Record drawings will be based on redlines and digital files provided by the contractor that designate changes made during construction. Consultant will provide the following deliverables:
 - One (1) set of reproducible (11" x 17") Record Drawings
 - One (1) set of .pdf file Record Drawings
 - AutoCAD project files.
- Recommendations with Respect to Defective Work:
 - Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if based on its observations, Consultant believes that such work will not produce a completed project that generally conforms to the Contract Documents.

Services Not Included:

Any other service not listed, including but not limited to the following, are not included in this contract amendment.

- Full-time project observation is not included in this amendment.
- Materials testing (it is anticipated that it will be provided by the construction contractor).
- Materials testing coordination (it is anticipated that it will be provided by the construction contractor).
- Special inspection or testing.
- Additional meetings.
- Services related to warranty claims, enforcement and inspection after final completion.
- Assisting the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies.
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.
- Review of Contractor's temporary traffic control system, devices, or procedures.
- Storm Water Pollution Prevention Plan inspection or document review.
- Any services not listed above under Basic Services.

Deliverables Not Included:

- Contractor's Estimates – as described above
- Record Drawings – as described above

Task 7 – LGPP Construction Management Phase Services

The Consultant will provide professional LGPP construction management phase support services to the City during construction of this project. The estimated construction period of the project is six (6) months for the two locations along I-35E. We have estimated 120 hours of effort associated with this task. If the

City requests additional support, it will be billed at our then current hourly rates beyond the amount in this contract. It is understood that the City will lead the LGPP documentation with Consultant support. For the basis of establishing the Consultants Fee, the construction phase services are as follows:

Local Government Projects Documentation Coordination for Monthly Reports

- Consultant will coordinate collection and assist in preparation of documents completed by the Contractor or by the City as required for the Texas Department of Transportation Local Government Projects process. Records may include, but not necessarily be limited to the following:
 - Bi-weekly OAC Meetings (Agenda, Lead and Minutes) These are virtual meetings, but may be held on-site when necessary
 - Form 252 Contract Time Statements
 - Form 2177 Prompt Payment Certification
 - Form 2118 SW3P Report
 - Form 599 Barricade Report
 - Form 2220 Labor Standard Report (3 per quarter)
 - Sub Approval Log
 - Schedule
 - Bid Items Records
 - Material on Hand
 - Pay Applications processing with Certified Payroll

Local Government Project Close Out Reports

- Consultant will coordinate collection of documents completed by the Contractor or by the City as required for the Texas Department of Transportation Local Government Projects and support the city document close out. Final records responsible of the city may include, but not necessarily be limited to the following:
 - Letter of acceptance
 - Material Certification
 - Final Pay App
 - Final Time Statement
 - Change Order Summary
 - As-built plans
 - TDLR Acceptance and other records requested by TxDOT

Task 8 – Survey

The Consultant will prepare a topographic survey in general accordance with the current published TxDOT requirements for the project limits, as the limits are indicated on the Green Ribbon Application for the purpose of preparing landscape plans. This task includes the following:

- Project scope within a 50' radius of the intersection.
- Additional data collection and property research.
 - Coordinate with Texas811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - Survey limits are not anticipated to extend onto private property.
- Locate existing trees and outline limits of existing landscape areas.
- The Consultant will prepare a topographic survey of the existing ground based on visible features and markers (guardrails, fencing, traffic poles, light poles, signs, pavement drain inlets, vegetation, irrigation system, etc.) for the subject limits, as indicated on the exhibit below for the purpose of

preparing landscape and hardscape plans. The Consultant will survey existing curb and gutter for the proposed planting areas at the following locations:

- I-35E at Main Street
- I-35E at Fox Avenue
- The Consultant will prepare an electronic map showing existing contour lines at 1' intervals based on a nominal 50' grid system, along with major grade breaks.
- Visible evidence of utilities, including water valves, storm inlets, sewer cleanouts, electrical lines, telephone lines and gas lines will be located. This task does not include subsurface utility locations.
- The Consultant will establish horizontal/vertical control points and set minimum 4 on-site benchmarks in close proximity to each interchange. Set control points based on NAD-83.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats). Undocumented easements may not be identified. Title research may be performed as an additional service only upon written City authorization.
- Deliverable will be topo files for in-house Consultant design. Survey scope does not include drafting formal deliverable to TxDOT or City standards.



This task also assumes the following:

- Need to tie to TxDOT control. Consultant to provide control sheets.
- Level A and B SUE not included or anticipated.

Task 9 – Environmental TxDOT Categorical Exclusion

Modifications to TxDOT right-of-way and/or TxDOT funding as part of the proposed project are anticipated to trigger compliance with the National Environmental Policy Act (NEPA), as implemented and reviewed by TxDOT. Modification to TxDOT right-of-way is not anticipated. The anticipated level of NEPA documentation and analysis is a Categorical Exclusion (CE). Categorically excluded projects cannot cause any significant impacts to any natural, cultural, recreational, historic, or other resources and no unusual

circumstances may occur that would preclude the project from being categorically excluded. Consultant will perform and document a CE for each project as presented below.

Scoping Assessment

This subtask is intended to assist the City in securing the appropriate scope determination from TxDOT for the proposed project. Consultant will do the following to complete the scoping assessment:

- Complete appropriate TxDOT District-specific scoping documentation/forms to identify required actions that need to be entered into TxDOT's ECOS. The outcome of completed scoping documentation/forms form will determine which specific studies, technical reports, and coordination will be required. TxDOT Environmental subject matter experts and TxDOT District staff reserve the right to make project-level decisions regarding required actions and/or findings generated by the completed scoping documentation/forms.
- The SDT will be submitted to TxDOT for review and comment prior to initiating required studies and technical reports.

Site Visit

Consultant will conduct a site reconnaissance to collect appropriate data pertaining to items to be further assessed as required by TxDOT upon approval of the scope.

Studies, Reports, and Coordination

As determined by the results of the Scoping Assessment, Consultant will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. Consultant will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate and required by TxDOT. Studies will be performed in accordance with TxDOT guidelines and will follow TxDOT toolkits. Based on limited project information and in the absence of scope determination from TxDOT, Consultant anticipates performing the following:

- Species Analysis and Tier I Site Assessment Form
- Surface Water Analysis

Other potential studies that may be required and are included as part of this scope of work include:

- HazMat Initial Site Assessment (ISA)
- Archeological Background Study

Studies excluded, and not anticipated to be required for the proposed project include:

- Noise modeling
- Air quality modeling/monitoring
- Aquatic resources delineation
- Threatened and endangered species survey
- Cultural resources survey

If these studies (or others) are required, additional fees may apply.

Task 10 –Erosion Control, SW3P & EPIC

The Consultant will prepare erosion control plans for 60%, 95%, and 100% Final plans.

The following items will be performed for each of the three locations:

- SW3P Layouts
- TxDOT Standard and Details
- EPIC Sheet

Task 11 – Construction Phase Services (Hourly upon request by the City)

The Consultant will perform additional construction phase services upon request by the City related to limited scope services under Task 6 – Construction Contract Administration and Task 7 – LGPP Construction Management Phase Services. The budget fee for this task is based upon approximately 95 hours of labor. The Consultant will not proceed with performance of services beyond the hours budgeted without written authorization by the City.

Additional Services

Any services not specifically described in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Geotechnical Report

Information Provided By City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project. Any changes or additional work resulting from modifications of City-provided information will be considered Additional Services.

Responsibilities of City

In addition to other responsibilities set out in this Agreement, the Client shall:

Schedule

Consultant will provide our services as expeditiously as practicable to meet a mutually agreed-upon TxDOT and City LGPP Local Let project schedule.

Fee and Expenses

Task – Basic Services	Fee Type	Fee
Task 1 – Project Meetings and Design Coordination	Lump Sum	\$30,600.00
Task 2 – Field Visit and Initial Data Collection	Lump Sum	\$4,400.00
Task 3 – Schematic Design	Lump Sum	\$9,500.00
Task 4 – Construction Documents (60%,95,95% Resubmittal & 100%)	Lump Sum	\$34,700.00
Task 8 – Survey	Lump Sum	\$34,000.00
Task 10 – Erosion Control, SW3P and EPIC	Lump Sum	\$18,800.00
Total Basic Services		\$132,000.00
Task – SPECIAL SERVICES		
Task 5 – Bidding	Hourly	\$12,600.00
Task 6 – Construction Contract Administration	Hourly	\$25,700.00
Task 7 – LGPP Construction Management Phase Services	Hourly	\$25,000.00
Task 9 – Environmental TxDOT Categorical Exclusion	Lump Sum	\$17,000.00
Task 11- Construction Phase Services (Hourly upon request by the City)		\$20,000.00
Total Special Services		\$100,300.00
Total (Lump Sum plus Hourly)	LS + Hourly	\$232,300.00
Project Expenses		\$11,500.00
Project Total		\$243,800.00

Kimley-Horn will perform the services in Tasks 1,2,3,4,8, & 10 for the total lump sum fee. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the Services in Tasks 5, 6, 7, 9, & 11 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Nathan C. New, P.E.

Title: Vice President

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$175 - \$260
Professional	\$250 - \$315
Senior Professional I	\$275 - \$380
Senior Professional II	\$370 - \$400
Senior Technical Support	\$170 - \$295
Support Staff	\$115 - \$160
Technical Support	\$130 - \$165

Effective through June 30, 2026

Subject to adjustment thereafter

FINAL SCHEDULE							
CITY OF:	City of Lewisville						
COUNTY:	Denton						Hard Date
HIGHWAY:	IH-35E						Flexible Date
CSJ:	0196-02-139						 Critical Deadline
GREEN RIBBON PROJECT / LOCAL LET							
Contracts	Deadline	Design	Submittal Deadline	Letting	Deadline	Construction	Deadline
1. AFA	12/5/2026	3. 30% Package	9/1/2026	9. Authorization Letter to Advertise	5/14/2027	17. Construction Concurrence	7/28/2027 
2. LMA	12/5/2026	4. 60% Package	11/4/2026	10. Advertisement (21 days)	5/24/2027	18. Award Contract	8/26/2027
		5. 95% Package	12/31/2026	11. Pre Bid Meeting	5/31/2027	19. Pre Con Meeting	9/10/2027
		6. 95% resubmittal Package (if requested by TxDOT)	1/15/2027	13. Question Cutoff	6/4/2027	20. Construction Begins	10/1/2027
		7. Final Signed and Sealed	2/13/2027 	14. Addendums Due	6/7/2027		
		8. Obligation of Funds	2/18/2027	15. Bids Open	6/21/2027		
				16. Bid Package Returned	6/26/2027		